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 15, 2011

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – PASTOR AARON HANSEL, DREAM CENTER
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF MAYOR PRO TEM GARY REESE
7. RECOGNITION OF MAYOR OSCAR B. GOODMAN

BUSINESS ITEMS - MORNING

8. 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
9. Approval of the Final Minutes by reference of the regular City Council meeting of May 18, 2011

10. Discussion and possible action regarding annual review of City Manager Elizabeth N. Fretwell

11. Discussion and possible action regarding annual review of City Attorney Bradford R. Jerbic (NOTE: To be trailed until the Afternoon Session, following the Closed Session)

12. Discussion and possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: To be trailed until the Afternoon Session, following the Closed Session)

CONSENT AGENDA

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

BUILDING AND SAFETY - CONSENT

13. Approval of a Sewer Connection agreement with Bella Loma, LLC, owner, and Interlocal Contract with Clark County Water Reclamation District (8591 Bella Loma Court, APN 125-29-610-014) - County (near Ward 6 - Ross)

14. Approval of an encroachment request from Interstar Land Company, LLC, owner (210, 214 and 218 South 8th Street) Ward 5 (Barlow)

15. Approval of an encroachment request for landscaping from MFE, Inc., owner (7251 West Azure Drive, APN 125-27-222-009) - Ward 6 (Ross)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

16. Approval to allocate $180,000 of HOME Investment Partnership Program Funds and $36,000 of Redevelopment Agency (RDA) 18% Set-Aside funds for a total allocation of $216,000 to Help of Southern Nevada to operate a tenant-based rental assistance program – All Wards

17. Approval to allocate $180,000 of HOME Investment Partnership Program Funds and $36,000 of Redevelopment Agency (RDA) 18% Set-Aside funds for a total allocation of $216,000 to Catholic Charities of Southern Nevada to operate a tenant-based rental assistance program – All Wards

FINANCE - CONSENT

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

19. Approval of transfer of FY2011 Budget Appropriations for the Multipurpose Special Revenue Fund (SRF) in the amount of $4,075,000

20. Approval of transfer of FY2011 Budget Appropriations for the Parks Construction Program Special Revenue Fund (SRF) in the amount of $20,000

21. Approval of transfer of FY2011 Budget Appropriations for the Fiscal Stabilization Special Revenue Fund (SRF) in the amount of $3,000

22. Approval of transfer of FY2011 Budget Appropriations for the City Facilities Capital Projects Fund (CPF) in the amount of $750,000

23. Approval of transfer of FY2011 Budget Appropriations for the Public Works Capital Projects Fund (CPF) in the amount of $350,000

24. Approval of transfer of FY2011 Budget Appropriations for the Parks and Leisure Activities Capital Projects Fund (CPF)in the amount of $1,500,000

25. Approval of transfer of FY2011 Budget Appropriations for the Road and Flood Capital Projects Fund (CPF) in the amount of $700,000

26. Approval of transfer of FY2011 Budget Appropriations for the Housing & Urban Development Special Revenue Fund (SRF) in the amount of $600,000

27. Approval of transfer of FY2011 Budget Appropriations for the Fire Safety Initiative Special Revenue Fund (SRF) in the amount of $3,000

FINANCE - PURCHASING & CONTRACTS CONSENT

28. Approval of award of Contract No. 110009-CW, Municipal Court Treatment Services to provide residential and counseling services for the Alternative Sentencing Education Unit - Department of Municipal Court - Award recommended to: WESTCARE NEVADA, INC. ($200,000 - General Fund)

29. Approval of award of Modification No. 1 to Contract No. 110151-PH, Federal Lobbying Services - Office of Administrative Services - Award recommended to: PATTON BOGGS, LLP ($154,000 - General Fund)

30. Approval of award of Contract No. 100184-PH, Public Space Recycling and Sponsorship - Office of Administrative Services - Award recommended to: GREENER CORNERS (estimated annual revenue $70,000) - All Wards

31. Approval of award of Leasing Agreement No. 144825000 for the lease of golf carts for the Durango Hills Golf Club (including indemnification provision) - Department of Parks, Recreation and Neighborhood Services - Award recommended to: PNC EQUIPMENT FINANCE, LLC ($103,464 - Municipal Golf Course Enterprise Fund) - Ward 4 (Anthony)

32. Approval of award of Amendment No. 2 to Agreement No. 090007-DC, Full Service Agreement for Development Services Center - Atrium Building Renovation located at 333 North Rancho Drive - Department of Public Works - Award recommended to: JMA ARCHITECTURE ($281,370 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

33. Approval of award of Agreement No. 110203-TF, Construction Manager as Agent Agreement for Jones/Valley View Corridor Improvement CMAR Project located on Jones Boulevard from US 95 to Sahara Avenue and Valley View Boulevard from US 95 to Desert Inn Road – Department of Public Works – Award recommended to: PARSONS TRANSPORTATION GROUP ($2,000,000 – Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

34. Approval of award of Agreement No. 110207-DC, Materials Testing and Special Inspection Services Agreement for 500 South Main Street Parking Garage - Department of Public Works - Award recommended to: Geotechnical & Environmental Services, Inc. ($194,260 - City Facilities Capital Projects Fund) - Ward 3 (Reese)

35. Approval of award of Contract No. 110219-CW, Public Attorney Services for Indigent Defendants - Department of Municipal Court - Award recommended to: THE KICE LAW GROUP, LLC ($166,800 - General Fund)

OPERATIONS AND MAINTENANCE - CONSENT

36. Approval of a First Amendment to License Agreement and Memorandum of Agreement between the City of Las Vegas and T-Mobile West Corporation, a subsidiary of T-Mobile USA, Inc. for the wireless communications system located at 101 South Pavilion Center Drive, known as the Veterans Memorial Ball Fields ($500 additional revenue per month) - Ward 2 (Wolfson)

37. Approval of a Grant of a Temporary Construction Easement from Office District Parking I, Inc., to the City of Las Vegas with regard to the UPRR - Symphony Park Pedestrian Bridge Project, located northwest of the intersection of Bonneville Avenue and Main Street, APN 139-34-110-010 - Ward 5 (Barlow)

38. Approval of a Grant of a Permanent Easement, a Permanent Aerial Easement, and a Temporary Construction Easement from City Parkway V, Inc., to the City of Las Vegas, with regard to the UPRR - Symphony Park Pedestrian Bridge Project, located northwest of the intersection of Bonneville Avenue and Main Street, APN 139-34-211-002 - Ward 5 (Barlow)

39. Approval of a Grant of a Permanent Aerial Easement and a Temporary Construction Easement from the Union Pacific Railroad Company (UPRR) to the City of Las Vegas, with regard to the UPRR - Symphony Park Pedestrian Bridge Project, located within the UPPR Right-of-Way, northwest of the intersection of Bonneville Avenue and Main Street ($50,000.00 Nevada Department of Transportation), APN - 139-34-298-002 - Ward 5 (Barlow)

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

40. Approval of an Interlocal Contract between the Southern Nevada Health District and the City of Las Vegas to incorporate the CATCH kids club curriculum as part of the Safekey program and to receive $284,200 (Special Revenue) in grant funding from the Southern Nevada Health District to provide physical activity and nutrition education to Safekey participants - All Wards

PLANNING - BUSINESS SERVICES CONSENT

41. Approval of a Special Event Alcoholic Beverage License for Raul Escobar, Location: 3070 Sirius Avenue, Suite 108, Dates: June 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)

42. Approval of a Special Event Alcoholic Beverage License for Luis Guzman, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: June 25, 2011, Type: Special Event Beer/Wine, Event: Guzman Quinceanera, Responsible Person in Charge: Perla Ortiz - Ward 3 (Reese)

43. Approval of an extension of a Temporary Urban Lounge License, Artifice, LLC, dba Artifice, 1025 South 1st Street, Trinity Schlottman, Managing Mmbr, Mgr, 100% - Ward 3 (Reese)

44. Approval of a Change of Ownership and Change of Business Name for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Silver Miners, LLC, dba Silver Miners Casino, To: Nevada Restaurant Services, Inc., dba Dotty's 72, 1631 North Rancho Drive, Richard Estey, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

45. Approval of a new Non-restricted Limited Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Restaurant Services, Inc., dba Dotty's 72, 1631 North Rancho Drive, Richard Estey, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

46. Approval of a Change of Ownership, Change of Business Name, and Change of Location for an Alcoholic Beverage Caterer License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Firefly Downtown, LLC, dba Firefly Kitchen & Bar, 1 South Main Street, To: Firefly Westside, LLC, dba Firefly Tapas Kitchen and Bar, 9560 West Sahara Avenue, John Simmons, Managing Mmbr - Ward 2 (Wolfson)

47. Approval of an extension of a Temporary Supper Club License for a Change of Ownership, Change of Business Name, and Change of Location, From: Well Done Entertaining, Inc., dba Marc's Restaurant (Non-operational), To: Maddin, Inc., dba Hotel California Restaurant and Cantina, 1050 South Rampart Boulevard, James Maddin, Pres, Secy, Treas, Dir, 100% - Ward 2 (Wolfson)

48. Approval of a Change of Location for a Temporary Alcoholic Beverage Caterer License, Carlos Santos, dba LV Mobile Bar, From: 1310 South 3rd Street, To: 1236 Western Avenue, Carlos Santos, Owner, 100% - Ward 3 (Reese)

49. Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Downtown Bodega, Inc., dba Resnick's Grocery, 900 South Las Vegas Boulevard, Suite 120, Harris Rittoff, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

50. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Celestino Garcia Jr. and Michael P. W. Njoroge, dba Wine 5 Café, 3250 North Tenaya Way, Suite 110, Celestino Garcia Jr., Owner 50% and Michael Njoroge, Owner 50% - Ward 4 (Anthony)

51. Approval of a Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, Golden Route Operations, LLC, db at Gold Spike Hotel & Casino, 217 North Las Vegas Boulevard, Blake Sartini, Dir, Pres, CEO; Rodney Atamian, Exec V. P., CFO, Secy, Treas; Matthew Flandermeyer, CFO, V.P.; The Blake L. Sartini and Delise F. Sartini Family Trust; Golden Gaming, Inc. Mmbr, 100% - Ward 5 (Barlow)

52. Approval of an extension of a Temporary Restricted Gaming License, Starr & Son, LLC, dba The Martini, 1205 South Fort Apache Road, Sandra Starr, Mgr, 100% - Ward 2 (Wolfson)

53. Approval of an extension of a Temporary Martial Arts Instruction Business License, Carl Banguis Francisco, dba Taekwondo P. I., 1118 South Rainbow Boulevard, Carl Francisco, Owner, 100% - Ward 1 (Tarkanian)

54. Approval of an extension of a Temporary Massage Establishment License, Total Image Salon LLC, dba Total Image Salon, 5860 West Craig Road, Suite 130, Stephanie Van Houten, Mgr, 100% - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing salon –Total Image Salon]

55. Approval of an extension of a Temporary Psychic Art and Science License, APIC, LLC, dba Readings by Anne Denise, 8751 West Charleston Boulevard, Suite 190, Anne Pickard, Mgr, 100% - Ward 6 (Ross)

56. Approval of a new Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 6820 West Charleston Boulevard, Rebs, Inc., 50%, James Marchesi, Mgr and Tosh, Inc., 50%, John Rawle, Richard Rawle, Tracy Rawle, Tosh Rawle, and Amber Callister - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

57. Approval of the Stallion Mountain Golf Course Water Provision Assumption Agreement between the City of Las Vegas and Tartan Golf Management, LLC to supply water to the golf course facility located at 5500 East Flamingo Road (APNs 161-15-101-005, 161-16-801-004 and 161-16-501-017) – County

58. Approval of a request to remove on-street parking on Valley View Boulevard from Desert Inn Road to Pennwood Avenue - Ward 1 (Tarkanian)

59. Approval of First Supplemental Interlocal Contract LAS28A10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease construction funding in the amount of $859,000 for the construction for the Langtry Channel – Bonanza Road to Washington Avenue – Ward 5 (Barlow)

60. Approval of Supplemental Interlocal Contract No. 5 (573E) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and extend project completion date to December 31, 2012 for the Arterial Restoration and Preservation Project Fiscal Year 2008 - All Wards

61. Approval of Supplemental Interlocal Contract No. 2 (638B) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding for improvements associated with the Arterial Reconstruction Projects Fiscal Year 2011 ($2,047,000-RTC) – Wards 4, 5 and 6 (Anthony, Barlow and Ross)

RESOLUTIONS - CONSENT

62. R-24-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Las Vegas Convention and Visitors Authority (LVCVA) Special Revenue Fund (SRF) Budget in the amount of $616,000

63. R-25-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Street Maintenance Special Revenue Fund (SRF) Budget in the amount of $3,100,000

64. R-26-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Building and Safety Enterprise Fund (EF) Budget in the amount of $500,000

65. R-27-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Employee Benefit Internal Service Fund (ISF) Budget in the amount of $13,250,000

66. R-28-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 City Facilities Internal Service Fund (ISF) Budget in the amount of $1,700,000

67. R-29-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Cemetery Operations Permanent Fund (PF) Budget in the amount of $35,000

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

68. Discussion and possible action regarding the ratification of Flinn Fagg as Director of Planning ($120,000 + benefits - General Fund)

69. Discussion and possible action regarding the ratification of Michele Freeman as the Director of Detention and Enforcement ($130,000 + benefits - General Fund)

70. Discussion and possible action regarding a Disposition and Development Agreement between City Parkway V, Inc., and the Cleveland Clinic Foundation for the disposition and development of parcels A2, B, J and K in Symphony Park, located at 100 South Grand Central Parkway, as a medical facility ($2,400,000 – Symphony Park Capital Projects Fund) (APNs 139-33-610-027, 025 and portions of 139-34-211-002) - Ward 5 (Barlow)

CITY CLERK - DISCUSSION

71. Discussion and possible action regarding the certification of canvassed election returns for the June 7, 2011 Municipal General Election

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

72. Discussion and possible action regarding an Interlocal Cooperative Agreement between the City of Las Vegas, Nevada, and the City of Las Vegas Redevelopment Agency (RDA) to transfer to the City 60 percent of the Agency Share of Real Estate Taxes in connection with the Metroplex, located at 404 South Martin L King Boulevard, that are distributed to and received by the RDA and finding it is of benefit to the Redevelopment Area and the immediate neighborhood ($23,864,671 - RDA Special Revenue Fund) (APN 139-33-202-009) - Ward 5 (Barlow) [NOTE: This is a related item to RDA Item 5]

73. Discussion and possible action regarding the Comprehensive Amendment to the Disposition and Development Agreement for the sale and improvements at 400 Stewart Avenue and 221 North Las Vegas Boulevard and the related purchase option for vacant parcels generally located northeast of Las Vegas Boulevard and Stewart Avenue (Contingent Liability Not to Exceed $5,000,000 and Revenue of $18,000,000) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 74]

74. Discussion and possible action regarding the Assignment and Assumption of the Purchase and Sale Agreement for the property located at 405 North 6th Street, totaling approximately .31 acres, from Resort Properties Group, LLC to the City of Las Vegas - Ward 5 (Barlow) [NOTE: This item is related to Council Item 73]

HUMAN RESOURCES - DISCUSSION

75. Discussion and possible action to appoint two part-time Hearing Commissioners relative to Ordinance No. 5962 ($50 per hour with no benefits - General Fund)

PLANNING - BUSINESS SERVICES DISCUSSION

76. Discussion and possible action regarding a Temporary Teenage Nightclub License, Boulevard Beats, LLC, dba Area 170, 3281 North Decatur Boulevard, Suite 170, Joshua Owens, Mgr, 100% - Ward 6 (Ross)

77. Discussion and possible action regarding a Temporary Class III-A Secondhand Dealer License, Anthony J. Rila, Jr., dba Gold & Silver Jewelry Supply, 1300 East Sahara Avenue, Anthony Rila Jr., Owner, 100% - Ward 3 (Reese)

78. Discussion and possible action regarding an Appeal of Work Card Denial for Gabrielle Ariota, db at House of Vino, 8053 North Durango Drive, Suite 160 - Ward 6 (Ross)

79. Discussion and possible action regarding the efforts of the Business License Workgroup of the Southern Nevada Regional Planning Coalition (SNRPC) to streamline the licensing process across jurisdictions – All Wards

BOARDS & COMMISSIONS - DISCUSSION

80. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Tom McGrath, Term Expiration 3/1/2012 (Resigned)

81. HISTORIC PRESERVATION COMMISSION – Gregory Richard Seymour, Term Expires 6/18/2011 (resigned)

82. Discussion and possible action regarding a Second Amendment to the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency and Adopting the Amended By-laws thereof concerning membership categories - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

83. Bill No. 2011-25 – ABEYANCE ITEM - 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.

84. 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

85. 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

CLOSED SESSION

86. Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:

A. City Attorney's Annual Performance Review
B. City Auditor's Annual Performance Review

87. 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

88. 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

89. ABEYANCE ITEM - 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)

90. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1135 Jessica Avenue in the amount of $4,270.35 (General Fund) and assess a maximum of $22,550 in daily civil penalties. PROPERTY OWNER: GILBERTO LOPEZ - Ward 3 (Reese)

91. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 513 Harrison Avenue in the amount of $2,423.50 (General Fund) and assess a maximum of $47,050 in daily civil penalties. PROPERTY OWNER: KIMBERLY M WILLIAMS ETAL - Ward 5 (Barlow)

92. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1808 Lexington Street in the amount of $3,811.50 (General Fund) and assess a maximum of $46,550 in daily civil penalties. PROPERTY OWNER: 1ST LAS VEGAS GLOBAL INC - Ward 5 (Barlow)

93. 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 201 George Place in the amount up to $32,094.23. PROPERTY OWNERS: ELISEO C & EMILIO QUINTANA - Ward 5 (Barlow)

PLANNING

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

PLANNING - ONE MOTION/ONE VOTE

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

94. EOT-41556 - EXTENSION OF TIME - WAIVER - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Waiver of Title 18.12.130 requirements (WVR-33480) TO ALLOW PUBLIC STREETS TO NOT TERMINATE IN A CUL-DE-SAC on 8.78 acres at the intersection of the Las Vegas Wash and Sandhill Road (APNs 140-30-601-001, 140-30-296-001 through 003), C-V (Civic) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

95. RQR-41221 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RIVERPARK IV, LLC - Required Review of a previously approved Special Use Permit (SUP-3115) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6118 West Sahara Avenue (APN 163-02-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

96. RQR-41222 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, INC. - OWNER: MARTIN W. GREENWALD - Required Review of a previously approved Special Use Permit (U-0237-94) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4850 North Rancho Drive (APN 125-35-401-004), C-2 (General Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

97. RQR-41253 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: JAMES McCALL - Required Review of a previously approved Special Use Permit (U-0137-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 2201 North Rainbow Boulevard (APN 138-22-603-001), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

98. VAC-41152 - VACATION - PUBLIC HEARING - APPLICANT: 3D INVESTMENT, LLC - OWNER: NEVADA DEVELOPMENT ASSOCIATES, LP - Petition to Vacate a 30-foot wide section of Gilmore Avenue right-of-way and a 33-foot wide U.S. Government Patent Easement located on the east side of Hualapai Way, approximately 675 feet north of Alexander Road, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

99. RQR-34682 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC - Request for Required Review of a previously approved Special Use Permit (SUP-4521) FOR A 40-FOOT BY 48- FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL

100. SDR-40998 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-40999 - PUBLIC HEARING - APPLICANT/OWNER: WAI CHUN GINN - Request for a Site Development Plan Review FOR A PARKING LOT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPE BUFFER ALONG THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED AND A FIVE-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE NORTH AND EAST PERIMETERS WHERE FIFTEEN FEET IS REQUIRED on a portion of 0.53 acres at the southwest corner of Owens Avenue and "N" Street (APN 139-28-501-002), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

101. ZON-41312 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC - Request for a Rezoning FROM: PD (PLANNED DEVELOPMENT) TO: PD (PLANNED DEVELOPMENT) on 23.40 acres at the southeast corner of Alta Drive and Rampart Boulevard (APN 138-32-723-001), Ward 2 (Wolfson). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

102. SDR-41313 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-41312 - PUBLIC HEARING - APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC - Request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 773,000 SQUARE-FOOT SHOPPING CENTER, A FOUR-STORY PARKING GARAGE AND A SIX-STORY, 100-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 23.40 acres at the southeast corner of Alta Drive and Rampart Boulevard (APN 138-32-723-001), PD (Planned Development) Zone [PROPOSED: PD (Planned Development)], Ward 2 (Wolfson). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

103. VAR-41060 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES - Request for a Variance TO ALLOW A ZERO-FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED on 0.54 acres at 4944 Vegas Drive (APN 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

104. VAR-41216 - VARIANCE RELATED TO VAR-41060 - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES - Request for a Variance TO ALLOW 11 PARKING SPACES WHERE 22 ARE REQUIRED on 0.54 acres at 4944 Vegas Drive (APN 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

105. SDR-41059 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-41060 - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES - Request for a Site Development Plan Review FOR A PROPOSED 4,428 SQUARE-FOOT CHURCH AND A 2,880 SQUARE-FOOT MODULAR CLASSROOM BUILDING WITH WAIVERS TO ALLOW NO LANDSCAPE BUFFERS ALONG THE NORTH, EAST AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED AND A FIVE FOOT WIDE LANDSCAPE BUFFER ALONG THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED on 0.54 acres at 4944 Vegas Drive (APN 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

106. VAR-41321 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

107. RQR-41549 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY - OWNER: US DEPT OF INTERIOR- BLM - Request for a Required Review of a previously approved Review of Condition (ROC-2137) THAT ALLOWED THE DEFERMENT OF THE REQUIRED LANDSCAPING ALONG THE EAST, NORTH, AND WEST SIDES OF THE SITE adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard (APN 125-01-701-001), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

108. SUP-41200 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: OASIS LAS VEGAS, LLC - Request for a Special Use Permit FOR A 50-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 110 North Jones Boulevard (APN 138-25-404-008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

109. SUP-41261 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GOOD TIMES SMOKE & CHEW - OWNER: MELE PONO HOLDING CO. – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit TO ADD A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT TO AN EXISTING 1,250 SQUARE-FOOT CONVENIENCE STORE at 124 South Sixth Street, Suite 170 (APN 139-34-611-051), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

110. SUP-41266 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: BUFFALO & LAKE MEAD BLVD, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING NONCONFORMING 1,400 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 970-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND 1,400 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS THE MINIMUM REQUIRED at 7421 West Lake Mead Boulevard, Suite #4 (APN 138-22-302-008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

111. SUP-41267 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: C EAGLE SPIRIT, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING NONCONFORMING 4,845 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW NO DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED, AND A 100-FOOT DISTANCE SEPARATION FROM AN EXISTING AUTO TITLE LOAN WHERE 1,000 FEET IS REQUIRED at 2300 East Bonanza Road (APN 139-35-501-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-1 vote) and Staff recommend DENIAL.

112. SUP-41292 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DROR MIDANY - OWNER: Y & B INVESTMENTS, LLC. - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR WITHIN AN EXISTING 2,318 SQUARE-FOOT RESTAURANT WITH A WAIVER TO ALLOW A 360-FOOT DISTANCE SEPARATION FROM A SYNAGOGUE AND A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2521 Fort Apache Road, Suite #100 (APN 163-07-501-012), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

113. SUP-41298 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: RAINBOW CHARLESTON PLAZA, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING NONCONFORMING 964 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 150-FOOT DISTANCE SEPARATION FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED USE WHERE 1,000 FEET IS REQUIRED AND 964 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS THE MINIMUM REQUIRED at 1105 South Rainbow Boulevard, Suite #101 (APN 163-03-501-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

114. EOT-41551 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: 4127 CHARLESTON, LLC - Request for an Extension of Time of a Non-Conforming Tavern use at 4127 West Charleston Boulevard (APN 162-06-510-040), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

115. ROC-41544 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: FIESTA DISCOUNT MARKET - OWNER: GILDAY DONALD IRR FAM TRUST - Request for a Review of Condition of a previously approved Special Use Permit (U-0193-00) TO DELETE CONDITION #2 THAT STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED" at 7010 West Charleston Boulevard (APN 138-34-402-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

116. ROC-41709 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: 7-ELEVEN, INC. - OWNER: CAM-MAC - Request for a Review of Condition of a previously approved Special Use Permit (U-0029-99) TO DELETE CONDITION NUMBER 2 WHICH STATES, " THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED" at 920 North Buffalo Drive (APN 138-27-220-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

117. ROC-41750 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: BECKER EQUITIES, LLC - Request for a Review of Condition of a previously approved Special Use Permit (SUP-2541) TO DELETE CONDITIONS NUMBER 5 AND 6, WHICH STATES, "THE SALE OF ALCOHOLIC BEVERAGES SHALL BE LIMITED TO THE SALE OF BEER AND WINE ONLY," AND "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 6390 North Durango Drive (APN 125-29-511-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL.

118. SDR-41038 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: ARISTOTLE HOLDING, LP - Request for a Site Development Plan Review FOR A PROPOSED 38,001 SQUARE-FOOT EXPANSION OF AN EXISTING 31,679 SQUARE-FOOT NONCONFORMING SEXUALLY ORIENTED BUSINESS WITH A PROPOSED 8,770 SQUARE-FOOT ROOF DECK, PARKING LOT MODIFICATIONS AND WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL DESIGN STANDARDS on 2.57 acres at 1531 Las Vegas Boulevard South (APNs 162-03-210-090 and 162-03-202-005), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

119. SDR-41257 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: IKE GAMING, INC. - Request for a Site Development Plan Review FOR THE ADDITION OF LANDSCAPING WITH ALLEY MODIFICATIONS AND A CORRESPONDING REQUEST TO ENCROACH INTO THE ADJACENT PUBLIC ALLEY on 1.46 acres at 201 North 7th Street and 608 Stewart Avenue (APNs 139-34-612-003 and 139-34-512-027), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

SET DATE

120. 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

121. 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

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

****

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 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 15, 2011

SUBJECT:
INVOCATION – PASTOR AARON HANSEL, DREAM CENTER

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF MAYOR PRO TEM GARY REESE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF MAYOR OSCAR B. GOODMAN

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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 18, 2011

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
BUSINESS ITEMS:

Discussion and possible action regarding annual review of City Manager Elizabeth N. Fretwell

Fiscal Impact

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

PURPOSE/BACKGROUND:
Yearly performance review of the City Manager Elizabeth N. Fretwell

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Personnel Session

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

June 1, 2011

Ms. Elizabeth N. Fretwell
City Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Manager's Annual Performance Review

Dear Ms. Fretwell:

In connection with your performance evaluation, and under the requirements of NRS 241.031, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, June 15, 2011. The meeting will begin at 9 am at the City Council Chambers, 400 Stewart Avenue in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may consider the following general topics: Your performance as City Manager, your job description, your job duties, and matters properly related thereto. You are invited to attend the session, have an attorney or other representative of your choosing present, present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

Beverly K Bridges

Beverly K. Bridges, MMC
Las Vegas City Clerk

I, BEVERLY K BRIDGES hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Elizabeth N. Fretwell at 400 STEWART AVE, on this 1st day of June, 2011.

Beverly K Bridges

Signature of person making service

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
BUSINESS ITEMS:

Discussion and possible action regarding annual review of City Attorney Bradford R. Jerbic
(NOTE: To be trailed until the Afternoon Session, following the Closed Session)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Yearly performance review of City Attorney Bradford R. Jerbic

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Closed Personnel Session

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

June 1, 2011

Mr. Bradford R. Jerbic
City Attorney
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Attorney's Annual Performance Review

Dear Mr. Jerbic:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, June 15, 2011. The meeting will begin at 9 am at the City Council Chambers, 400 Stewart Avenue in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Attorney, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

Beverly K Bridges

Beverly K. Bridges, MMC
Las Vegas City Clerk

I, Beverly K Bridges, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Bradford R. Jerbic at 400 Stewart Ave, on this 1st day of June, 2011.

Beverly K Bridges

Signature of person making service

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
BUSINESS ITEMS:

Discussion and possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: To be trailed until the Afternoon Session, following the Closed Session)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Yearly performance review of City Auditor Radford K. Snelding

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Closed Personnel Session

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

June 1, 2011

Mr. Radford K. Snelding
City Auditor
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Auditor's Annual Performance Review

Dear Mr. Snelding:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, June 15, 2011. The meeting will begin at 9 am at the City Council Chambers, 400 Stewart Avenue in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Auditor, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

Beverly K. Bridges, MMC
Las Vegas City Clerk

I, BEVERLY K. BRIDGES, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Radford K. Snelding at 400 STEWART AVE, on this 7th day of June, 2011.

Signature of person making service

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Sewer Connection agreement with Bella Loma, LLC, owner, and Interlocal Contract with Clark County Water Reclamation District (8591 Bella Loma Court, APN 125-29-610-014) - County (near Ward 6 - Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to connect a proposed single family dwelling located at 8591 Bella Loma Court to the existing eight inch sewer in Riley Street, adjacent to its western boundary to a depth and location acceptable to the City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement".

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

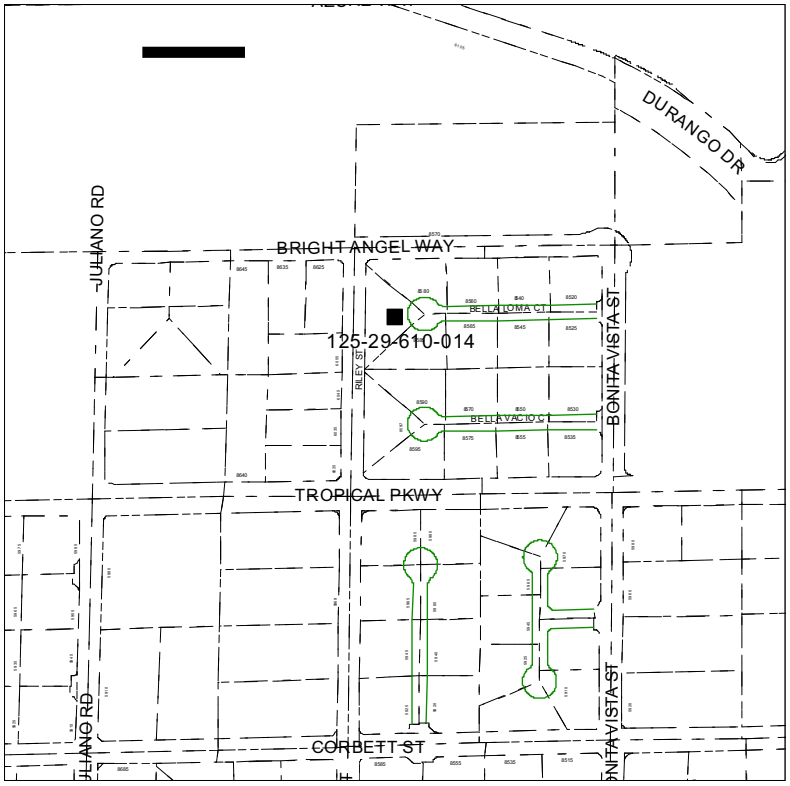
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH BELLA LOMA, LLC, OWNER, AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES, (8591 BELLA LOMA COURT, APN 125-29-610-014)

VICINITY MAP



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an encroachment request from Interstar Land Company, LLC, owner (210, 214 and 218 South 8th Street) Ward 5 (Barlow)

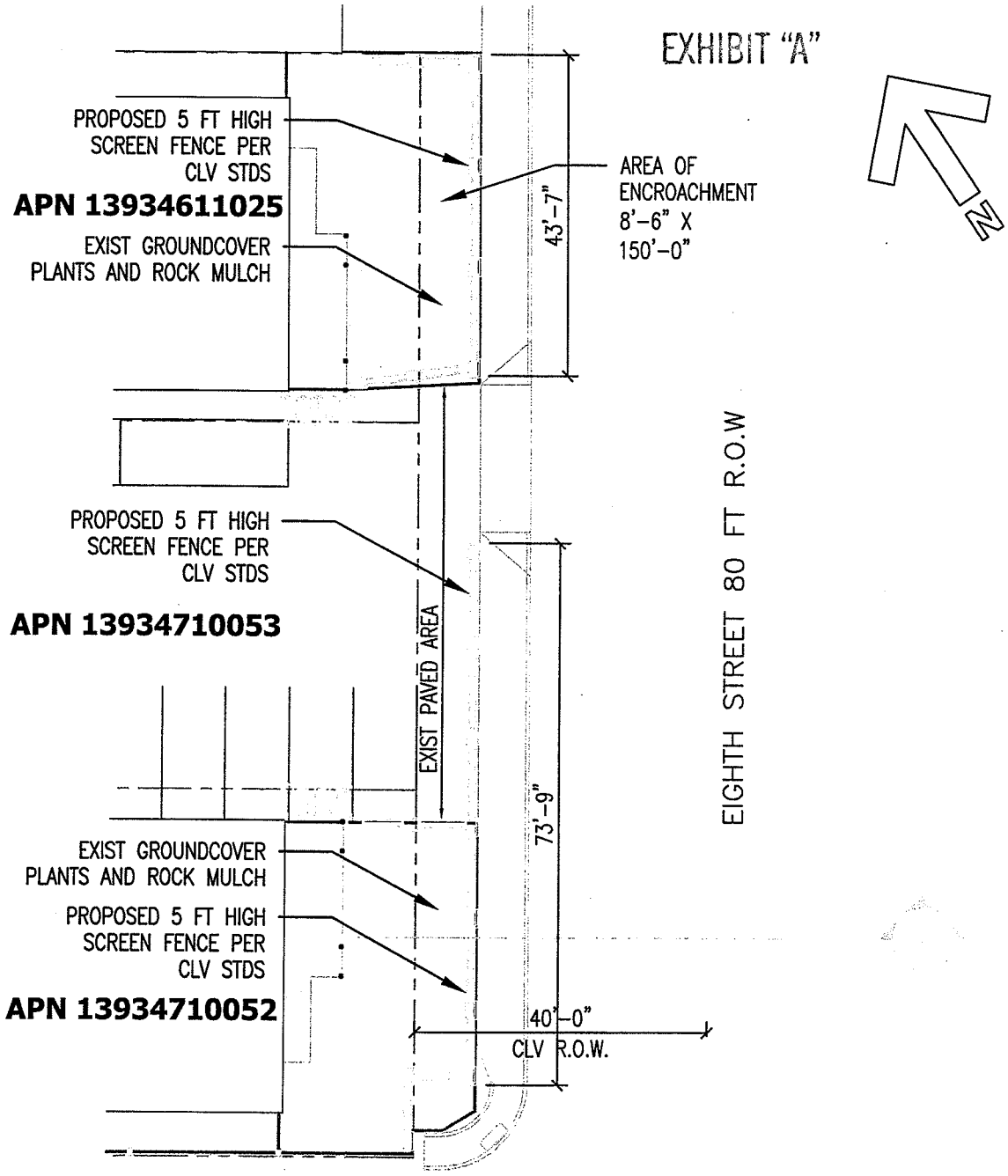
Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for two 5 feet tall screen fences on the west side of Eighth Street, extending approximately 117 feet southward from the north property line towards Bridger Avenue, and landscaping approximately 8 feet 6 inches wide, extending 150 feet southward on the west side of Eighth Street consisting of existing ground cover and rock mulch. APNs 139-34-612-014, 139-34-611-025, 139-34-710-053 and 139-34-710-052

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

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (210, 214 and 218 South 8th Street)



ENCROACHMENT PLAN
NO SCALE

SHEET 1 OF 2

KSA
KLAUS STEINKE ARCHITECT
3928 ASPIRATION COURT LAS VEGAS, NEVADA 89147
TEL. 702.526.0554

ENCROACHMENT EXHIBIT
210, 214, AND 218 SOUTH EIGHTH STREET

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an encroachment request for landscaping from MFE, Inc., owner (7251 West Azure Drive, APN 125-27-222-009) - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for approximately 850 square feet of landscaping at the southwest corner of Tenaya Way and Azure Drive, adjacent to the Tenaya Village Center, 7251 West Azure Drive. The landscaping shall extend southward along the west side of Tenaya Way from Azure Drive for approximately 200 feet, varying in width up to 12 feet, and shall consist of trees, shrubs, ground cover and an irrigation system.

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

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (7251 West Azure Drive, southwest corner of Tenaya Way and Azure Drive)

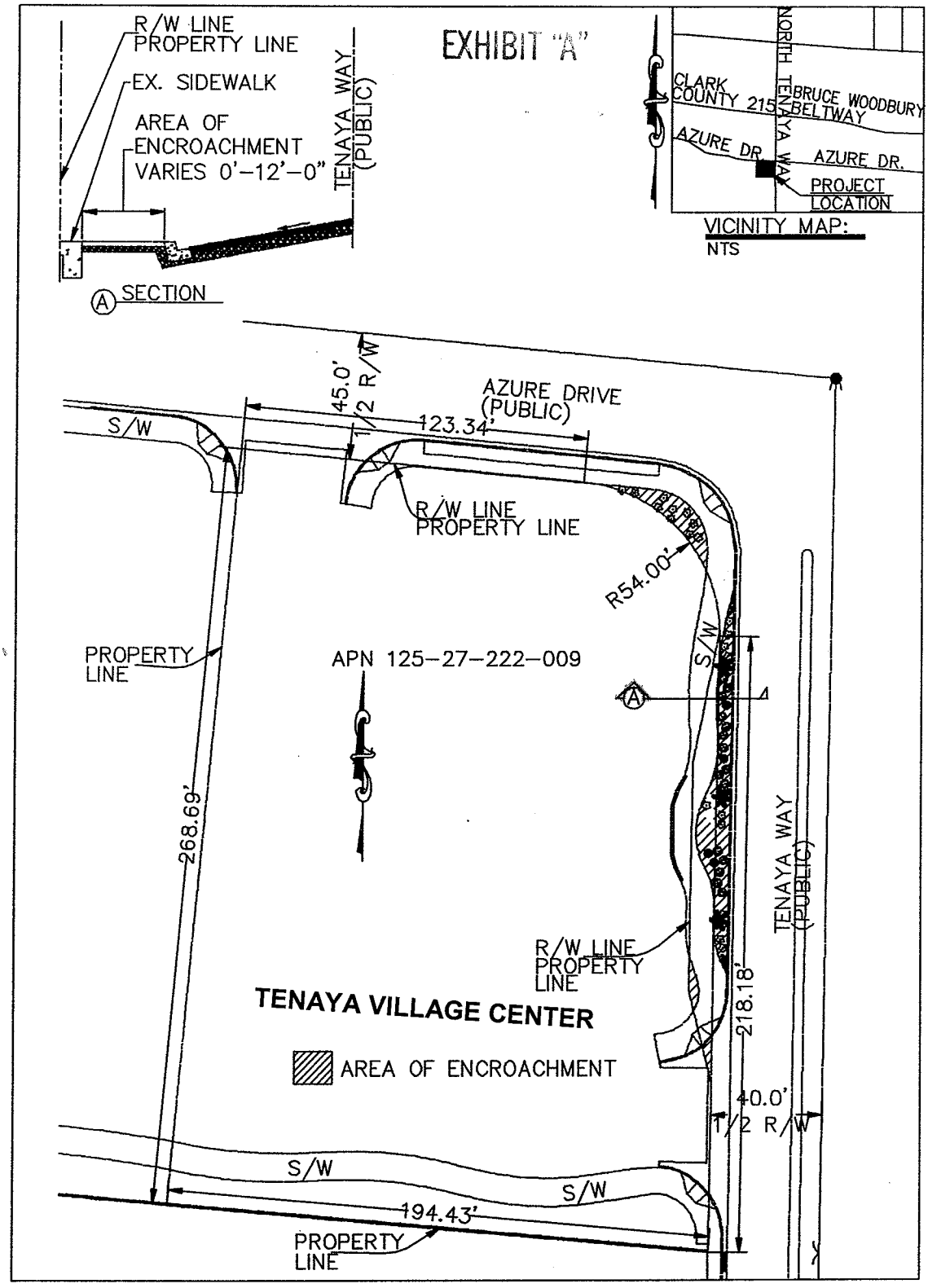


EXHIBIT "A"
R/W LINE
PROPERTY LINE
EX. SIDEWALK
AREA OF
ENCROACHMENT
VARIES 0'-12'-0"
TENAYA WAY
(PUBLIC)
A SECTION
NORTH TENAYA WAY
CLARK COUNTY 215 BELTWAY
BRUCE WOODBURY
AZURE DR
AZURE DR.
PROJECT
LOCATION
VICINITY MAP:
NTS
45.0'
1/2 R/W
AZURE DRIVE
(PUBLIC)
123.34'
S/W
R/W LINE
PROPERTY LINE
R54.00'
PROPERTY
LINE
APN 125-27-222-009
268.69'
S/W
A
TENAYA WAY
(PUBLIC)
R/W LINE
PROPERTY
LINE
218.18'
TENAYA VILLAGE CENTER
AREA OF ENCROACHMENT
40.0'
1/2 R/W
S/W
S/W
194.43'
PROPERTY
LINE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval to allocate $180,000 of HOME Investment Partnership Program Funds and $36,000 of Redevelopment Agency (RDA) 18% Set-Aside funds for a total allocation of $216,000 to Help of Southern Nevada to operate a tenant-based rental assistance program – All Wards

Fiscal Impact

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

Amount: $216,000
Funding Source: HOME, RDA 18% Set-Aside
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
Help of Southern Nevada is eligible to receive additional federal funds for the purpose of providing tenant-based rental assistance to individuals and families with low-income, with a preference for homeless or near homeless families. The additional funding will ensure continued operations and housing assistance for a year.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation of $216,000 to Help of Southern Nevada to provide tenant-based rental assistance and authorize the Mayor to execute any and all related Agreements and documents required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval to allocate $180,000 of HOME Investment Partnership Program Funds and $36,000 of Redevelopment Agency (RDA) 18% Set-Aside funds for a total allocation of $216,000 to Catholic Charities of Southern Nevada to operate a tenant-based rental assistance program – All Wards

Fiscal Impact

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

Amount: $216,000
Funding Source: HOME, RDA 18% Set-Aside
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
Catholic Charities of Southern Nevada is eligible to receive additional federal funds for the purpose of providing tenant-based rental assistance to individuals and families with low-income, with a preference for homeless or near homeless families. The additional funding will ensure continued operations and housing assistance for a year.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation of $216,000 to Catholic Charities of Southern Nevada to provide tenant-based rental assistance and authorize the Mayor to execute any and all related Agreements and documents required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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: $61,227,747.05
Funding Source: All Funds
Dept./Division: Finance

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 05/16/11 - 05/31/11

City of Las Vegas

Summary of Cash Expenditures

For period of 05/16/11 to 05/31/11

Total Services & Materials Checks :	**$7,482,199.67**
Total Services & Materials EFT Payments :	**$2,740,503.58**
Total Wire Transfers:	**$44,844,325.41**
Total Payroll Checks:	**$6,160,718.39**
Grand Total:	**$61,227,747.05**

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 15, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Multipurpose Special Revenue Fund (SRF) in the amount of $4,075,000

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,075,000
Funding Source: Multipurpose SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for the Multipurpose SRF for $4,075,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
MULTIPURPOSE SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
General Government	$ 9,299,814	$ (3,000,000)	$ 6,299,814
Judicial	3,241,930		3,241,930
Public Safety	3,601,725	(1,075,000)	2,526,725
Welfare	1,029,349		1,029,349
Culture & Recreation	5,560,089		5,560,089
Economic Development & Assistance	167,930	75,000	242,930
Transfers Out	8,505,929	4,000,000	12,505,929
Ending Fund Balance	12,047,922		12,047,922
TOTAL	$ 43,454,688	$ 0	$ 43,454,688

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Parks Construction Program Special Revenue Fund (SRF) in the amount of $20,000

Fiscal Impact

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

Amount: $20,000
Funding Source: Parks Construction Program SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for the Parks Construction Program SRF in the amount of $20,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
PARK CONSTRUCTION PROGRAM SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
Cultural & Recreation	$ 7,315	$ 20,000	$ 27,315
Transfers Out	6,000,000	(20,000)	5,980,000
Ending Fund Balance	1,613,430		1,613,430
TOTAL	$ 7,620,745	$ 0	$ 7,620,745

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Fiscal Stabilization Special Revenue Fund (SRF) in the amount of $3,000

Fiscal Impact

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

Amount: $3,000
Funding Source: Fiscal Stabilization SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for the Fiscal Stabilization SRF in the amount of $3,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
FISCAL STABILIZATION SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
General Government	$ 46,005	$ 3,000	$ 49,005
Transfers Out	4,200,000	(3,000)	4,197,000
Ending Fund Balance	50,580,443		50,580,443
TOTAL	$ 54,826,448	$ 0	$ 54,826,448

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the City Facilities Capital Projects Fund (CPF) in the amount of $750,000

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $750,000
Funding Source: City Facilities CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for the City Facilities CPF in the amount of $750,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
CITY FACILITIES CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
General Government	$ 93,928,954	$ (750,000)	$ 93,178,954
Transfers Out	9,312,500	750,000	10,062,500
Ending Fund Balance	111,481,756		111,481,756
TOTAL	$ 214,723,210	$ 0	$ 214,723,210

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Public Works Capital Projects Fund (CPF) in the amount of $350,000

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $350,000
Funding Source: Public Works CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for the Public Works CPF in the amount of $350,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
PUBLIC WORKS CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
Public Works	$ 16,860,382	$ (350,000)	$ 16,510,382
Transfers out	795,438	350,000	1,145,438
Ending Fund Balance	8,567,663		8,567,663
TOTAL	$ 26,223,483	$ 0	$ 26,223,483

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Parks and Leisure Activities Capital Projects Fund (CPF) in the amount of $1,500,000

Fiscal Impact

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

Amount: $1,500,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for the Parks and Leisure Activities CPF in the amount of $1,500,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
PARKS & LEISURE ACTIVITIES CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
Culture And Recreation	$ 237,613,183	$ (1,500,000)	$ 236,113,183
Transfers Out	17,299,497	1,500,000	18,799,497
Ending Fund Balance	13,000,846		13,000,846
TOTAL	$ 267,913,526	$ 0	$ 267,913,526

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Road and Flood Capital Projects Fund (CPF) in the amount of $700,000

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $700,000
Funding Source: Road and Flood CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for Road and Flood CPF fund in the amount of $700,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
ROAD & FLOOD CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
Public Works	$ 174,524,959	$ (700,000)	$ 173,824,959
Transfers out	0	700,000	700,000
Ending Fund Balance	2,496,316		2,496,316
TOTAL	$ 177,021,275	$ 0	$ 177,021,275

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Housing & Urban Development Special Revenue Fund (SRF) in the amount of $600,000

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $600,000
Funding Source: Housing & Urban Development SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations for the Housing & Urban Development SRF in the amount of $600,000.

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
HOUSING & URBAN DEVELOPMENT SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
Economic Development And Assistance	$ 23,713,946	$ (600,000)	$ 23,113,946
Transfers Out	4,149,877	600,000	4,749,877
Ending Fund Balance	760,390		760,390
TOTAL	$ 28,624,213	$ 0	$ 28,624,213

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of transfer of FY2011 Budget Appropriations for the Fire Safety Initiative Special Revenue Fund (SRF) in the amount of $3,000

Fiscal Impact

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

Amount: $3,000
Funding Source: Fire Safety Initiative SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2011.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget Appropriations for the Fire Safety Initiative SRF in the amount of $3,000

BACKUP DOCUMENTATION:
Exhibit A

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
TRANSFER OF BUDGET APPROPRIATIONS
FIRE SAFETY INITIATIVE SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
Expenditures:			
Public Safety	$ 5,300	$ 3,000	$ 8,300
Transfers Out	15,186,116	(3,000)	15,183,116
Ending Fund Balance	409,576		409,576
TOTAL	$ 15,600,992	$ 0	$ 15,600,992

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of award of Contract No. 110009-CW, Municipal Court Treatment Services to provide residential and counseling services for the Alternative Sentencing Education Unit - Department of Municipal Court - Award recommended to: WESTCARE NEVADA, INC. ($200,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract will provide for residential and counseling services for the City's Municipal Court Alternative Sentencing Education Unit. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Candice Kidd - (702) 385-3642 ext. 276

RECOMMENDATION:
That City Council approve award of Contract No. 110009-CW, Municipal Court Treatment Services to Westcare Nevada, Inc. in the estimated annual amount of $200,000 with renewals as long as the competitive bidding exception applies. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 110009-CW
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR MUNICIPAL COURT TREATMENT SERVICES

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 WESTCARE NEVADA, INC., a Nevada non-for-profit corporation (hereinafter the "Company") having its principal office located at 900 Grier Drive, Las Vegas, Nevada 89119.

SECTION A – Contract Form

The subject matter of this Contract is to provide the City's Municipal Court Alternative Sentencing Department (ASD) participants with Residential Treatment and Counseling Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

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

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

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

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

(h) *"HIPAA"* means Health Insurance Portability and Accountability Act of 1996.

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

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

B-2 Contract Type

The Contract type is fixed fee. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

Service	ASAM Placement Level	Fee
Drug and Alcohol Testing		Included in treatment fees
Residential Care		$80.00 per day
Intensive Outpatient Individual	Level II	$50.00 per session

Intensive Outpatient Group	Level II	$25.00 per session
Outpatient Individual	Level I	$50.00 per session
Outpatient Group	Level I	$25.00 per session

(b) The charges against this Contract shall not exceed $200,000 per calendar year without express, written permission from the City.

B-4 Invoices

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

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered;
(iv) the associated purchase order number;

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

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

Copy to:
Municipal Court ASEU
Regional Justice Center
Attn. Beverly Golston
P.O. Box 3960
Las Vegas, NV 89127

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

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

B-5 Performance Period/Renewals

(a) The performance period commences from Award Date and continues through December 31, 2012, with annual options to renew. The prices reflected in this contract will remain firm through December 31, 2012.

(b) The City reserves the option to renew this contract for additional one year periods after the initial term of the Contract. Notice of renewal shall be given in writing by the City at least sixty (60) days prior to the expiration of the initial period.

(c) There may be a change in the Company's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Company shall provide the Purchasing & Contracts Representative with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City shall determine if the price increase is justified. If the City determines that the price increase is not justified, it shall give written notice of the same to the Company. Only recognized economic indices will be used to consider any increase in contract pricing. Only one escalation request will be considered from the Company on an annual basis at the time of renewal.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide Residential and/or Treatment Services for clients as sentenced by Municipal Court.

C-2 Service Details

The Company shall provide the following:

(a) Residential Treatment, consisting of treatment including individual sessions weekly, groups two times a day; education preparation; skills building and cognitive behavior change approach.

(b) Intensive Outpatient Treatment, consisting of three hours of treatment three times per week using cognitive behavioral approach;

(c) Intensive Outpatient Treatment, consisting of treatment three times per week using cognitive behavioral approach;

(d) Outpatient Treatment, consisting of treatment two times a week for one hour and utilizes a cognitive behavioral change model supporting on-going recovery;

(e) Drug and Alcohol Testing, consisting of random drug/alcohol test given periodically during treatment.

(f) Evaluations/Assessments, consisting of bio psycho social and ASI and ASAM criteria for placement.

(g) Court Reports, consisting of progress reporting towards goal completion as requested by the court.

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:	WestCare Nevada Attention: Vice President 900 Grier Drive Las Vegas, Nevada 89119 Fax: 702 307-0269
WITH COPIES TO:	Westcare Foundation Attn. Office of the General Counsel 900 Grier Drive Las Vegas, Nevada 89119

(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 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 Beverly Golston, Evaluation Center Supervisor, 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 Maurice Lee, Senior Vice President, as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

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

D-4 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 Order of Precedence [CAO-7/24/08]

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

D-6 HIPAA Compliance

(a) The Company shall at all times, throughout the period of this Contract, provide for continued compliance with applicable HIPAA regulations and guidelines.

(b) The Company shall require that each subcontractor with access to Account Holder information agree to comply with the HIPAA regulations and guidelines applicable to this Contract.

D-7 Confidentiality of Alcohol and Drug Abuse Patient Records

The Company shall comply with the "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2), including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

D-8 Additional Government Requirements

(a) This Contract is funded through multiple grants, which places certain additional legal requirements on the performance of this work beyond those customarily required under City contracts. These additional legal requirements are set forth in Appendix A to 29 CFR (Code of Federal Regulations) Part 95 and 29 CFR Part 98, and are applied to this Contract, as set forth below.

(b) The Company shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(c) If the amount of this Contract exceeds $100,000, the Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sec. 1251 et seq.).

(d) This Contract was awarded on the basis on the Company's "Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters", set forth in Attachment 1, which is made a part of this Contract.

(e) If the amount of this Contract is $100,000 or more, the Company shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Sec. 1352), and such requirements shall flow down to any subcontractor receiving a contract of $100,000 or more from the Company. The Company's "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions", set forth in Attachment 2, is made a part of this Contract.

(f) This Contract is subject to the Drug-Free Workplace Act of 1988 (P.L. 100-690), if it is awarded to (i) an entity, other than an individual, and the amount of the Contract is over $100,000, or (ii) an individual, at any dollar amount. The requirements of this Act are set forth in Paragraph D-7, "Drug Free Workplace". If the services are deemed to be "commercial items" (as defined in the Federal Acquisition Regulation at FAR 2.101), the requirements of Paragraph D-7 do not apply. For purposes of this Contract, services are deemed to be "commercial items" if they are "Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions."

D-9 Drug Free Workplace **

(a) The following definitions apply to this clause:

(i) "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 – 1308.15.

(ii) "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

(iii) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

(iv) "Drug-free workplace" means the site(s) for the performance of work done by the Company in connection with a specific contract where employees of the Company are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(v) "Employee" means an employee of a Company directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Company employee who has other than a minimal impact or involvement in contract performance.

(vi) "Individual" means a Company that has no more than one employee including the Company.

(b) The Company, if other than an individual, shall—within 30 days after the Award Date (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(i) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(ii) Establish an ongoing drug-free awareness program to inform such employees about: (1) the dangers of drug abuse in the workplace, (2) the Company's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance programs, and (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the work-place;

(iii) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (i) of this clause;

(iv) Notify such employees in writing in the statement required by paragraph (b) (i) of this clause that, as a condition of continued employment on this Contract, the employee will: (1) abide by the terms of the statement, and (2) notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(v) Notify the City in writing within 10 days after receiving notice under paragraph (b) (iv) (2) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(vi) Within 30 days after receiving notice under paragraph (b)(iv)(2) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace: (1) take appropriate personnel action against such employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(vii) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (i) through (b) (vi) of this clause.

(c) The Company, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Contract.

(d) In addition to other remedies available to the City or the Government, the Company's failure to comply with the requirements of paragraph (b) or (c) of this clause may render the Company subject to suspension of contract payments, termination of the Contract for default, and suspension or debarment.

** Adapted from the Federal Acquisition Regulation (FAR) clause at FAR 52.223-6 (May 2001); modified to reflect City contract document terminology and format.

SECTION E – General Clauses

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

(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. All reasonable efforts shall be made to submit the matter initially to binding arbitration for resolution and the City shall notify the Company within fifteen (15) days of its election pursuant to this provision. 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 writing in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the 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 Termination for Convenience [CAO-7/24/08] Rr

Each party hereto 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 terminating party, specifying the extent and effective date of the termination. The Company shall give the City a minimum of 45 days written notice. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-3 Termination for Default [CAO-11/9/09] R

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

  (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

  (ii) Make progress, so as to endanger performance of this Contract; or

  (iii) Perform any of the other provisions of this Contract.

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

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

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9)

unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after written 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 unless such default by the City is a result of its breach of Sections B-3 Prices/Costs herein. In the event of a breach of Section B-3 Prices/Costs, the Company, without waiving any other rights under this Contract, may elect to terminate the Contract if the City does not cure such failure within ten (10) calendar days (or more if authorized by the Company) after written notice of the breach.

E-4 **Insurance** [CAO-1/12/09] R

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 in lieu of providing said insurance.

(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. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

Crime coverage to protect the client's loss of valuables or property. Crime polices should be endorsed to include third party fidelity coverage and list the City and the City's clients' as Loss Payee.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

Submit certificates of insurance to:

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

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

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

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

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

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

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

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

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

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

E-5 Indemnification [CAO-7/24/08]

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

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

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-6 Assignment [CAO-7/24/08]

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

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

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

E-8 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-9 Audit of Records [CAO-8/5/08]

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

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this 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) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-10 Independent Contractor [CAO-7/24/08]

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

E-11 Severability [CAO-7/24/08]

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

E-12 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-13 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-14 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-15 Conflict of Interest (City Officials) [CAO-7/24/08]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-16 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-17 Confidentiality – City Information [CAO-7/24/08]

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

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

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

E-18 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-19 Limitation of Funding [CAO-7/24/08]
The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-20 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

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

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

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

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

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

E-21 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]		2
Attachment 2	Affidavit –Declaration of Sole Proprietor [Paragraph E-5 (i)]		1
Attachment 3	Certification Regarding Debarment, Suspension,		1

	Proposed Debarment and Other Responsibility Matters [Paragraph D-6(d)]	
Attachment 4	Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions [Paragraph D-6(e)]	3

The balance of this page intentionally left blank

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-13-11
Deputy City Attorney Date

WESTCARE NEVADA

MAURICE LEE, Senior Vice President

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(FOR CONSULTING SERVICES ONLY)

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Name: WestCare NV INC	Contract for Municipal Court Alternative Sentencing Department
Address: 401 South Martin Luther King	
Telephone: 702 383-4044 x 229	
EIN or DUNS: 606033074	Contract No. 110009-CW

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.	None		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 8

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.

Maurice Lee (M)
Name

5/20/11
Date

Subscribed and sworn to before me this 20TH day of May, 2011

Claudia Santos
Notary Public

CLAUDIA SANTOS
COMM. # 1773494
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
MY COMM. EXP. OCT. 15, 2011

ATTACHMENT 2 – AFFIDAVIT - DECLARATION OF SOLE PROPRIETOR

AFFIDAVIT

I, _____, on behalf of myself or my Company, _____, being duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Contract No. _____ / entitled _____;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release the City of Las Vegas from all liability associated with claims made against me and my Instructor, in the performance of this contract, that related to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, 2011.

Signature_____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 2011,
by_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

ATTACHMENT 3

INSTRUCTIONS FOR COMPLETION OF SF-IIL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 u.s.c. section 1 352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. f this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks 'Subawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (egg., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-OO1."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a)Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment Is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, riot just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-46

Type of Federal Actions:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Actions:
- ☐ a. bid/offer/application
- ☐ c. initial Award
- ☐ d. post-award

3. Report Type:
- ☐ a. initial filing
- ☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Sub-awardee Tier ____ (if known

Congressional District, if known N/A

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, if known N/A

6. Federal Department/Agency:
N/A

7. Federal Program Name/Description

CFDA Number, if applicable N/A

8. Federal Action Number, if known

9. Award Amount, if known
$ N/A

10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI)*:
N/A
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individual Performing Services (*last name, first name, MI*): (including address if different from No.10a)
N/A
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Form of Payment (check all that apply):
$ N/A ☐ actual ☐ planned

12. Amount of Payment (check all that apply)
- ☐ a. cash
- ☐ b. in-kind; specify:

nature _____
value _____

13. Type of Payment (check all that apply):
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other; specify: _____

N/A

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s) employee(s), or Member(s) contacted, for Payment Indicated in Item 11:
N/A
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet SF-LLL-A, attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is *required* pursuant to 31 U.S.C/ 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: M
Print Name: Maurice Lee
Title: Sr Vice President
Telephone No: 559-341-4907 Date: 5/20/11

Federal Use Only

Authorized for Local Reproduction Standard Form - LLL

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS **

(a)(1) The Company certifies, to the best of its knowledge and belief, that—

(I) The Company and/or any of its Principals—

(A) Are☐ Are not☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have☐ Have not☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are☐ Are not☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Company has☐ Has not☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Company shall provide immediate written notice to the City if, at any time prior to contract award, the Company learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this Request for Proposals. However, the certification will be considered in connection with a determination of the Company's responsibility. Failure of the Company to furnish a certification or provide such additional information as requested by the City may render the Company non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this document. The knowledge and information of a Company is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this document is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Company knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the City may terminate the resulting contract for default.

MY	Sr. Vice President
SIGNATURE	TITLE
WestCare NV.	5/20/11
COMPANY	DATE

** Adapted from the Federal Acquisition Regulation (FAR) certification at FAR 52.209-5 (Dec 2001); modified to change references regarding "solicitation", "provision" and "Contracting Officer" to "Request for Proposals", "document", and "City", respectively. "Company" changed to "Company".

ATTACHMENT 4

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Maurice Lee
Name (please type or print)


Signature

Sr. Vice President
Title

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(FOR CONSULTING SERVICES ONLY)

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Name: WestCare NV INC	Contract for Municipal Court Alternative Sentencing Department
Address: 401 South Martin Luther King 229	
Telephone: 702-383-4044	
EIN or DUNS: 606033074	Contract No. 110009-CW

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.	None		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 8

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.

Maurice Lee
Name

5/20/11
Date

Subscribed and sworn to before me this 20TH day of May, 2011

Claudia Santos
Notary Public

CLAUDIA SANTOS
COMM. # 1773494
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
MY COMM. EXP. OCT. 15, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of award of Modification No. 1 to Contract No. 110151-PH, Federal Lobbying Services - Office of Administrative Services - Award recommended to: PATTON BOGGS, LLP ($154,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $154,000
Funding Source: General Fund
Dept./Division: Office of Administrative Services

PURPOSE/BACKGROUND:
On March 23, 2011 the Purchasing and Contracts Manager approved award of a contract in the amount of $49,500 to provide professional services representing the City's interests in Washington, D.C. This modification extends the contract at current rates through June 30, 2012 and provides for a one-year renewal option. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: M. Victoria Cram - (202) 457-6547

RECOMMENDATION:
That City Council approve Modification No.1 to Contract No. 110151-PH, Federal Lobbying Services to Patton Boggs, LLP in the amount of $154,000 from date of award through June 30, 2012 with one one-year option to renew. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 110151-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 1
FEDERAL LOBBYING SERVICES

THIS MODIFICATION No. 1 is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and PATTON BOGGS, LLP (hereinafter the "Company") a partnership having its principal office at 2550 M Street NW, Washington, DC 20037.

The purpose of the Modification is to extend the Contract term.

The Contract between the City and the Company dated March 23, 2011 is hereby modified as follows:

1. Increase Contract Amount

REFERENCE: Section B-5 Performance/Delivery

ADD:

In accordance with the above, this Contract is hereby extended through June 30, 2012 at current rates. Additionally, the City shall have the option to extend the Contract through June 30, 2013 at current rates. The City will notify the Company in writing of exercise of an option period.

4. General.

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

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing & Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-19-11
Deputy City Attorney Date

PATTON BOGGS, LLP

MAREK GOOTMAN, Partner

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
	Subject Matter of Contract/Agreement
Name **Patton Boggs LLP**	**Federal Lobbying Services**
Address	
Telephone	
EIN or DUNS	**Contract No. 110151-PH**

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached List	Patton Boggs LLP	(202) 457-6000
2.		2550 M Street NW	
3.		Washington, DC 20037	
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

24 March 2011
Date

Subscribed and sworn to before me this 24 day of March, 2011

Lorna J. Singleton
Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of award of Contract No. 100184-PH, Public Space Recycling and Sponsorship - Office of Administrative Services - Award recommended to: GREENER CORNERS (estimated annual revenue $70,000) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City conducted a public Request for Proposals process to select a company to install publicly accessible recycling bins along sidewalks around the city and to sell advertising space on the bins to finance the recycling program and to provide revenue to the City. Greener Corners was selected through this competitive process.

PCC: P. Hoffman
POC: Aaron Klein - (201) 638-2218

RECOMMENDATION:
That City Council approve award of Contract No. 100184-PH, Public Space Recycling and Advertising to Greener Corners. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 100184-PH

CONTRACT FOR PUBLIC SPACE RECYCLING AND ADVERTISING

THIS CONTRACT is made and 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 Greener Corners (hereinafter the "Company") a corporation having its principal office at 301 Route 17 North, Suite 800, Rutherford, New Jersey 07070.

SECTION A – Contract Form

The subject matter of this Contract is the provision of public space recycling facilities and services within the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

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

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

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

(g) *"Deliverable"* means any report, software, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract, excluding recycling receptacles and advertising content.

(h) *"Exclusive Contract"* means that during the term of this Contract and any renewal terms the Company shall be the exclusive vendor to the City for the provision of waste and/or recycling bins displaying advertising, unless additional vendors are approved by the Company. The City may obtain waste or recycling bins without advertising as deemed necessary by the City, except that the City shall not place such bins to interfere with or obstruct the visibility of the Company's bins.

(i) *"Gross Revenue"* means the total income from advertising sold on recycling bins in the City of Las Vegas, counted as of the date the advertising is sold.

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

B-2 Contract Type

The Contract type is revenue generation. This is an Exclusive Contract.

B-3 Prices/Costs

(a) City's Share. The Company will pay the City 15% of Gross Revenue, if such payment is greater than the GMP set forth in subparagraph (b) below.

(b) Guaranteed Minimum Payment (GMP). The Company guarantees a minimum payment to the City of $350 per installed bin, per year. This amount may be pro-rated, at the Company's request, for any bins installed less than a full Contract Year.

B-4 Payment Procedures

A minimum payment of $70,000 shall be due to the City on Award Date. This amount represents the GMP for Contract Year 1. During Contract Year 1, the Company shall monitor the City's Share as described in B-3(a) above. If the City's Share exceeds the GMP for Contract Year 1, the Company shall begin making semi-annual payments to the City for the excess. This minimum payment for Contract Year 1 shall not be readjusted during Contract Year 1.

For subsequent Contract Years, the Company shall submit semi-annual payments to the City in accordance with the City's Share. The Company shall monitor the City's Share as described in B-3(a) above. If the City's Share does not reach the GMP, the Company shall make one additional payment to the City no later than the 10th business day following the end of that Contract Year.

The City's Share shall be calculated as a percentage of gross advertising sales on the day those sales are made.

B-5 Contract Term

The Contract is effective as of the Award Date.

Subject to Section C-2, Contract Year 1 shall commence six calendar months after Award Date. Subsequent Contract Years shall commence on the anniversary date of the commencement of Contract Year 1. This initial 6 month delay is intended to give the Company time to formulate a Location Plan and Installation Timeline and gain City approval thereof, order bins, complete installation, and begin selling advertising space.

This Contract shall be valid for five Contract Years, unless terminated in accordance with Section E-3 or E-4. The Contract shall automatically renew for one additional five-year period unless legal notice declining renewal is given by either party a minimum of 120 days prior to the expiration of the then-current term.

SECTION C – Statement of Work

C-1 General

The Company shall provide, install, service and maintain publicly accessible recycling/trash bins on City property and within the public right of way. Commercial advertisement panels will be affixed to the bins at designated locations as shown in Exhibit 1, Bin Design, and advertising space sold for profit.

The City shall not be responsible for any costs involved in installation, service, recyclable and trash collection and disposal, bin service and maintenance, bin relocation or bin removal. Ownership of bins and advertising content will not transfer to the City.

C-2 Program Implementation and Timeline

The Company shall conduct a physical audit of potential locations in order to propose precise locations for the recycling/trash bins. Any bin placed on or near a sidewalk must not restrict the passage space on the sidewalk to less than four feet of width to curb back (not including the top of the curb).

The Company shall submit a location plan and installation timeline to the City for review, and shall allow four weeks for City review. If the City requires additional time for review, the commencement date of Contract Year 1 shall be extended accordingly. The Company shall incorporate any revisions requested by the City and shall submit a final Location Plan and Installation Timeline to the City for acceptance. The Company and City shall jointly agree on bin design and finish for each location. The Company and City shall jointly agree on all locations for placement of recycling stations.

Once accepted, any deviations from the Location Plan and Installation Timeline must be approved in advance, in writing, by the Project Manager.

The City-approved Location Plan and Installation Timeline shall provide for the completed installation of a minimum of 200 bins before the commencement of Contract Year 1.

C-3 Recycling Bin Design

Recycling bins shall be constructed as shown in Exhibit 1, Bin Design.

C-4 Recycling Bin Placement and Installation

The Company shall install bins in accordance with the accepted Location Plan and Installation Timeline. If requested, the City may provide outdoor space for the Company's use as a staging area during the installation operation. The Company shall be responsible to secure the staging area; the City shall not be responsible for loss of or damage to the Company's materials or equipment. Use of the space would be scheduled with the Project Manager. The City will not assist with installation in any other capacity. The Company agrees to release the City from all liability for any damage or injury arising from the Company's use of the City's property as a staging area.

The Company shall comply with all applicable laws and regulations in the installation of the bins, including but not limited to:

- the attainment of encroachment agreements for each bin installed in the public right of way (see sample encroachment agreement attached as Exhibit 2)
- compliance with all ADA accessibility requirements
- determination of boundaries of public right of way
- the attainment of property owners' permission for any bins installed on private property
- the attainment of permits for any construction accomplished
- pedestrian and vehicle traffic control plans for any installation process that blocks access
- performance of any construction by a licensed contractor

The Company shall not place any bin within 50 feet of any Regional Transportation Commission bus stop unless with the express written agreement of the City.

The Company and City shall jointly agree on all locations for placement of recycling stations.

The Company shall be responsible for all labor, materials and costs associated with installation of the bins.

Bins shall be bolted to the ground in a manner to prevent tipping. If placed on a non-cement surface, the Company shall install a concrete pad, or similar, to which the bin shall be bolted. Bins may be secured to unpaved surfaces using alternate methods if approved in advance by the Project Manager on a case-by-case basis.

If a sidewalk panel is damaged during installation, the Company shall replace the damaged panel.

All bins provided shall be new or in like-new condition. Bins presented in "like-new condition" must be approved by the Project Manager, and may be rejected at the Project Manager's sole discretion.

C-5 Recyclables and Trash Collection

At the time of signing, Republic Services is the franchised trash removal provider in City limits. The Company shall abide by all requirements of the franchise agreement for trash collection services and shall, on request, provide the City a copy of any agreement with Republic Services. Collection of recyclables and trash shall be performed on a regularly scheduled basis, with pick-ups occurring frequently enough that odor and litter do not become nuisance issues. The Company shall regularly evaluate collection schedules and shall adjust schedules to service bins more or less frequently, as necessary, in order that bins do not overflow or emit odors. Current and past collection schedules shall be available for the Project Manager's review at any time.

The City shall continue to be responsible for collection, removal and disposal from receptacles not provided by the Company.

C-6 Public Education and Outreach

The Company shall work with the City to draft and publish press releases promoting the program to Las Vegas citizens and visitors. The Company shall reasonably coordinate with the City in kick-off events to promote the recycling program and educate the public. The City will provide reasonable space at community centers, on the City website, and other appropriate locations free of charge should the Company wish to post advertisements for the program. Such space will be made available at the Project Manager's discretion.

The Company shall provide a reasonable amount of children's educational materials that the City may distribute to local schools or community programs to educate the public about the recycling program and the benefits of recycling in general.

The Company shall provide, as part of its quarterly Progress Report described in Section C-9 below, a Community Impact Report detailing, at minimum the amount of recyclables recorded by the recycling processor at the time of delivery and an estimate of environmental impacts of the program, such as equivalency in trees saved, water conserved, landfill space preserved, or similar measures.

C-7 Recycling Bin Service and Maintenance

The Company shall service bins according to a regular schedule to ensure that bins are at all times clean and presentable. Each bin shall be serviced at minimum weekly, unless otherwise approved explicitly in writing by the Project Manager on a case-by-case basis. Each service shall include, at minimum:

- Clean the outside surface of the bin
- Remove any litter or weeds from a five foot radius around the bin
- Inspect bin for structural damage, graffiti or other problems and perform or schedule repairs

In addition, bins shall be pressure washed at minimum twice per year, and the insides of bins shall be cleaned as needed to eliminate odors.

The Company shall maintain clear and detailed records of dates, times and types of service performed by individual bin location. The Company shall regularly evaluate service and maintenance schedules to service bins more frequently as needed for any location regularly requiring additional service, especially in the case of graffiti removal.

The Company shall maintain and make publicly available a toll free 24-hour hotline to be used for reporting graffiti, overflows, odors and other blemishes at any bin location. The Company shall monitor and evaluate complaints received for each location, and shall evaluate and adjust regular maintenance visit scheduling as necessary for locations receiving a high number of complaints.

The Company shall remove graffiti from bins within 24 hours of receipt of a complaint. The Company shall remedy any complaint of overflowing bins or odor issues within 24 hours of receipt of a complaint. The Company shall respond to all other complaints within 48 hours of receipt of the complaint. The Company shall place emergency contact information on each bin.

The City may request emergency service when, in the sole opinion of the City, any bin's condition is such that it constitutes a serious danger to the public. The Company shall remedy such emergency service issues within 4 hours of receipt of the request.

In the event the Company is unable to respond to an emergency situation within 4 hours, and if the City determines public safety may be at risk, the City may remove the bin and invoice the Company for costs directly related to the bin's removal.

If damage to a bin was caused wholly by the City or its employees, the cost to repair or replace the bin shall be deducted from any revenue share due or to become due to the City.

Maintenance schedules, maintenance records and complaint and response records shall be maintained in detail by the Company and available for the Project Manager's review at any time.

The Company shall replace any bin that shows wear beyond what is reasonable, or that prevents the bin from performing its advertising or recycling functions.

The Project Manager may require the Company to adjust the service schedule for any bin location(s) should the City, in its sole discretion, feel that any bin location(s) have become a nuisance with regards to graffiti, odor, overflows, or citizen complaints. Should a bin suffer a degree of vandalism or graffiti that requires greater than twice a week service, the Company may, at its sole option, relocate the bin to a location agreed to jointly by the City and the Company.

C-8 Advertising

The Company shall not allow advertisement of tobacco, firearms or adult entertainment. Advertising media affixed to the bins shall be for the purposes of generating revenue or publicity, and is not a public forum. Noncommercial, political or artistic displays are not allowed without the prior written approval of both the Project Manager and the City's Office of Cultural Affairs.

The City may adopt an Advertising Policy governing the content of advertisements placed on City property. If adopted by the City, the Advertising Policy will supersede the requirements of the above paragraph, and the Company shall comply with all provisions of the Advertising Policy. If the Advertising Policy proves to be restrictive to the point where it interferes with the Company's ability to generate revenue, then the Company has the right to terminate this Contract without prejudice, subject to the requirements of Section C-12, End of Contract.

The Project Manager shall have the right to require removal of any advertisement that, in the Project Manager's opinion, does not comply with the terms of this Contract, does not comply with the Advertising Policy, or is overtly vulgar or offensive. The Company shall remove such advertisements within 24 hours of written request from the Project Manager.

The Company shall sell advertising space on the recycling bins at rates appropriate to maximize revenue from the target market. The City will have no ownership of advertising content and associated intellectual property. The Company shall be solely responsible for obtaining all necessary permissions, consents, copyrights or licenses to any work to be used in connection with the performance of the Contract.

C-9 Reporting

The Company shall electronically submit Progress Reports to the Project Manager no later than the tenth business day of each calendar quarter, for activity occurring the prior quarter. Progress Reports shall include at minimum: advertising sales by Bin ID number (including bins with zero revenue for that quarter), explanation of any bins added, removed or relocated that quarter, the results of any audit completed that quarter, the City's Share year to date, and a Community Impact Report as described in Section C-6 above.

C-10 Recycling Bin Relocation and Removal

If the Company and the Project Manager jointly agree that a specific bin location lacks sufficient marketability to reasonably justify the recycling service, or agree that the location is subjected to repeated vandalism or other excessive expense or damage, the Company may remove the bin or relocate the bin to a location mutually agreed upon by the Company and the Project Manager.

The Company may temporarily remove bins for the purpose of maintenance and repair.

If a bin is permanently relocated or removed during any Contract Year or at the expiration or termination of this Contract, the Company shall restore each location to its original condition following removal of the bin. The restoration shall include filling any bolt holes in the concrete with concrete filler, and smoothing the surface to be even with the existing concrete. If a sidewalk panel is damaged during bin removal, the Company shall replace the damaged panel. If the Company installed a pad for a bin installation on an unpaved surface, the Company shall remove said pad and restore the surface to match surrounding conditions.

C-11 Access and Use of City Property

The City shall provide the Company with reasonable access to and use of City-owned property at or in the immediate proximity of bin locations in order to perform services hereunder, including but not limited to installation of bins and advertising, maintenance, repair, replacement and removal of bins. The Company shall indemnify the City from any damages arising in whole or in part from the Company's use of City property.

C-12 End of Contract

At the expiration or termination of this Contract, the Company shall, at its own expense, accomplish removal of all bins installed as part of the Contract program, and shall restore all surfaces as detailed in Section C-10 above. The Company Representative and the Project Manager shall work together to ensure an orderly removal of all bins and close of the program. The City and the Company shall cooperate in the production and release of announcements and press releases as necessary.

The Company shall be responsible for all costs associated with the end of this Contract. In the event of early termination by the Company as a result of a breach by the City, such costs shall be deducted from the City Share or GMP due or to become due to the City.

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:
Greener Corners
Aaron Klein
301 Route 17 North, Suite 800
Rutherford, NJ 07070
866-991-3648

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

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance or failure of the Company to perform the services in accordance with this

Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [R]

All reports delivered to the City under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City. No rights to any recycling bins, advertising materials or concepts will transfer to the City.

D-5 Licenses/Registrations [CAO-7/24/08]

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

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

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

SECTION E – General Clauses

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

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

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

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

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

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

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

E-3 Termination for Convenience [R]

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 a minimum of 90 days prior 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 the program in accordance with Section C-12 End

of Contract. In the event of termination for convenience by the City, the Company may withhold from future payments due the City the amount of any of the Company's program investments that are at that time not yet fully recouped or depreciated.

The Company may terminate this Contract on 30 days notice to the City if, in the Company's opinion, advertising sales are insufficient to warrant continuation of the program, or the recycling bins are subject to consistent and repeated vandalism, damage or misuse. On the effective date of the termination, the Company shall terminate the program in accordance with Section C-12 End of Contract.

E-4 Termination for Default [R]

(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 delivering any required goods or documentation within the time specified in this Contract;

(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) The Company shall not be liable for breach or damages 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 if such reasonably extended time period exceeds 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(d) 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.

(e) 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.

(f) 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, media liability) 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 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

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

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

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

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

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

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

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

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

(j) The Company shall maintain a performance bond insuring performance of all of the Company's obligations as required by the Contract, in the lump sum amount of $150 per receptacle. The lump sum bond amount is established based on the number of bins installed; however, the City's ability to claim on the bond shall not be limited to $150 per bin location. The City may claim on the bond in whatever amount necessary to remedy any location, up to the bond lump sum 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.

E-6 Indemnification [R]

(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, intellectual property infringements, 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.

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 [R]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of either party to enforce any of the provisions of this Contract, or to require performance of any 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 either party 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 Safety and Health Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-17 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 [R]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity other than its subcontractors 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 the 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 [R]

(a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

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

(c) The Company must assert its right to an adjustment under this clause within 90 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	Bin Design (Section C-3)	1
Exhibit 2	Sample Encroachment Agreement (Section C-4)	5

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:

Deputy City Attorney — Date: 5-10-11

GREENER CORNERS

AARON KLEIN, CEO

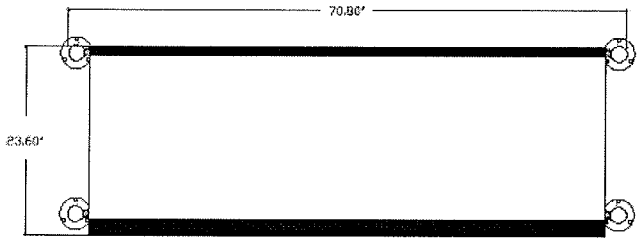
"Company"

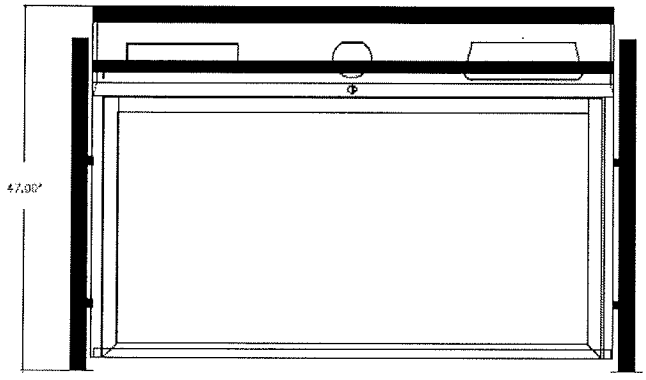
GREENER CORNERS

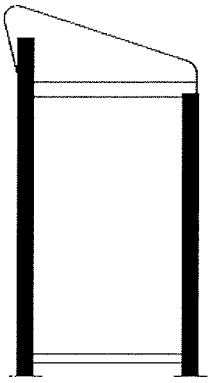
Public Space Recycling Partnerships For Greener Living

Greener Corners Public Space Recycling Program

Proposed Recycling Bin Design, Las Vegas:







Powder Coated Finish to match Downtown street furniture
- Weight: Approximately 300 lbs.
- Board Messaging: Area per single face: 60.5" x 31.5"
- Dimensions: 23.6" (width) x 70.8" (length) x 47" (height)





301 Route 17 North • Suite 800 • Rutherford, NJ 07070
Telephone: 888-LOOK-4-GC • Facsimile: (866) 991-3648

APN: 123-45-678-910

ENCROACHMENT AGREEMENT
(Short-Term)

SAMPLE ONLY

THIS AGREEMENT, made and entered into this _____day of _____, 2008, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and **ABC CORPORATION, 1500 SUNNY STREET, LAS VEGAS, NEVADA, 89999** (hereinafter referred to as "Owner").

WITNESSETH

WHEREAS, the City owns the public right-of-way that is commonly known as **"A" STREET** and more particularly described in Exhibit "A" which is attached hereto and by this reference made a part hereof; and

SAMPLE ONLY

WHEREAS, the Owner is the owner of certain real property located at **THE SOUTHWEST CORNER OF "A" STREET AND " B" AVENUE, LAND DEVELOPMENT PROJECT HANSEN # 9999, ENCROACHMENT HANSEN # 99991 (ABC CORPORATE HEADQUARTERS)** which adjoins said public right-of-way and is also described in Exhibit "A"; and

WHEREAS, the Owner has developed and improved said property in a manner which has encroached upon or into said described public right-of-way; and

WHEREAS, the parties hereto intend, by this Agreement, to evidence the consent of the City to said encroachment as authorized herein and to set forth the entire agreement of said parties with respect thereto.

SAMPLE ONLY

NOW, THEREFORE, for and in consideration of the sum of Twenty Five Dollars ($25.00), the receipt of which is hereby acknowledged by the City, and of other good and sufficient considerations, the City hereby authorizes and permits the encroachment into said described public right-of-way in accordance with, and the Owner agrees to the following terms, covenants, and conditions:

1. ENCROACHMENT AUTHORIZED: The City hereby permits a limited encroachment into said described public right-of-way, which encroachment shall be limited to the following:

SAMPLE ONLY

AN APPROXIMATE 11'WIDE AREA OF LANDSCAPING ON THE WEST SIDE OF "A" STREET EXTENDING APPROXIMATELY 156' SOUTHWARD FROM "B" AVENUE AND AN APPROXIMATE 11' WIDE AREA OF LANDSCAPING ON THE SOUTHSIDE OF "B" AVENUE EXTENDING APPROXIMATELY 66' WESTWARD FROM "A" STREET CONSISTING OF TREES, SHRUBS, GROUND COVER AND AN IRRIGATION SYSTEM FOR THE PROPOSED ABC CORPORATE HEADQUARTERS BUILDING.

Said encroachment is more particularly described in Exhibit "A". In the event that the City requires the submission of more detailed plans and drawings, such plans and drawings shall be identified as Exhibit(s) and shall be incorporated herein by this reference, and the encroachment herein permitted shall be further defined and limited by said Exhibit(s).

2. NATURE OF PERMIT: This Agreement shall not be deemed to transfer any real property interest of the City in and to said described public right-of-way. The rights of encroachment that are granted herein are in the nature of a permit only and are subject to termination by the City as provided for herein.

SAMPLE ONLY

3. USE AUTHORIZED: This Agreement does not authorize any use of said described public right-of-way, or the airspace thereabove, other than for the use and maintenance of the improvements that are authorized therein, as the same are identified in Paragraph 1 above (the "Improvements" herein).

4. TERM: This Agreement shall become effective on the date it is filed and recorded at the Office of the County Recorder of Clark County, Nevada, and shall remain in effect until the same is terminated in accordance with Paragraph 9 hereof or until the Improvements cease to exist, at which time all of the rights that are enjoyed by the Owner by virtue hereof shall cease except as the parties hereto may otherwise agree in writing.

5. REPAIRS AND MAINTENANCE: The Owner, at its own cost and expense, shall maintain the Improvements in good repair and in a clean, good and safe condition at all times during the existence of this Agreement. In the event that the Owner fails or refuses to maintain the Improvements in a manner that is satisfactory to the City and further fails or refuses to take corrective action within forty-eight

(48) hours after its receipt of written notice from the City so to do, the City, at its option, may perform or cause to be performed any repair or maintenance on the Improvements that it may deem necessary, and the Owner shall pay the cost thereof to the City upon demand. The failure of the Owner to pay the cost thereof within thirty (30) calendar days after its receipt of a written demand or invoice therefor from the City shall constitute a material breach of this Agreement.

SAMPLE ONLY

6. INDEMNIFICATION: The Owner hereby agrees to indemnify, defend and save the City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claim, lien, judgment or demand of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of any death, disease or bodily injury that may result to any person or persons, or of any injury or damage to, or destruction or loss of use of, any property, which may arise as a result of, or incidental to, the entering into or performance of this Agreement, the existence or maintenance of the Improvements, the use or occupancy of the Improvements, or any act or omission of the Owner or its officers, agents, employees or contractors.

7. INSURANCE: (A) The Owner further agrees to secure and maintain, at a minimum and at its sole cost and expense, the following liability insurance coverages with respect to the maintenance and use of the Improvements, which coverages shall be maintained throughout the existence of this Agreement:

1. Personal injury liability for injury or death to one person: $1,000,000.00;
2. Personal injury liability for injury or death to any number of persons with respect to one occurrence: $1,000,000.00;
3. Property damage liability per occurrence: $1,000,000.00.

SAMPLE ONLY

The City shall be named as an additional party insured under all of the liability coverages that are obtained with respect to the Improvements. The coverages that are required herein must be written by a company which is acceptable to the City and which is licensed to do business in the State of Nevada, and each policy with respect thereto shall provide that such coverages may not be canceled or materially altered without providing the City with sixty (60) calendar days' prior written notice of such cancellation or alteration.

(B) Within five (5) calendar days after the execution of this Agreement, and as a precondition to its continuing in force and effect, the Owner shall submit to the City a certificate of insurance which evidences the required coverages. Such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer that would exist if separate policies had been written for each the Owner and the City.

(C) In the event that any of the insurance coverages that are required herein is canceled, terminated, reduced or restricted, and the Owner fails to obtain equivalent replacement coverage before such cancellation, termination, reduction or restriction becomes effective, the City may terminate this Agreement in accordance with the provisions of Paragraph 9 hereof.

SAMPLE ONLY

8. COMPLIANCE WITH LAWS AND REGULATIONS: The Owner further agrees that, during the existence of this Agreement, the maintenance and use of the Improvements, and the use of the space that will be occupied thereby, shall conform in every respect to all current and subsequently enacted building and related statutes, ordinances, codes, orders, resolutions, rules and regulations.

9. TERMINATION; RELOCATION: The City may terminate this Agreement and order the removal of the Improvements, or may order the relocation of the Improvements, for any reasons upon at least thirty (30) calendar days' written notice to the Owner. The removal or relocation of the Improvements shall be at the Owner's expense and shall be completed, in a manner satisfactory to the City, within ninety (90) calendar days after the Owner's receipt of such notice. If the Owner fails to remove or relocate the Improvements in a satisfactory and timely manner, the City shall have the right to cause the removal or relocation thereof at the Owner's expense. The Owner shall pay the costs of such removal or relocation within thirty (30) calendar days after its receipt of a written demand therefor from the City.

SAMPLE ONLY

10. NOTICES: Any notice which is required or permitted to be given under this Agreement shall be delivered in person or mailed to the parties and addresses listed below:

TO THE CITY:

City of Las Vegas
City Manager's Office
400 Stewart Avenue
Las Vegas, Nevada 89101

TO THE OWNER:

ABC CORPORATION
1500 SUNNY STREET
LAS VEGAS, NV 89999

11. BINDING UPON SUCCESSORS: It is understood and agreed that the obligations that are imposed upon the Owner by this Agreement shall run with the land and shall be binding upon any subsequent owner, assign and transferee of, and any successor in interest (including any heir of any such person) to the property, as described in Exhibit "A", for whose benefit the encroachment herein is permitted.

12. RECORDATION: This Agreement shall be filed and recorded in the Office of the County Recorder of Clark County, Nevada.

SAMPLE ONLY

13. HOLDS: In the event that this Agreement is not executed or not satisfactorily completed, and / or the $25.00 fee has not been paid, and / or proper insurance documentation has not been received by the City, holds can and will be placed on any related civil plan approval, permits of any kind, inspections, bond releases, and / or on the Certificate of Occupancy pertaining to the project named in this Agreement and / or on the parcel(s) listed in this Agreement.

14. PARAGRAPH HEADINGS: The paragraph headings, which appear herein, are for convenience of reference only and shall not be construed as defining, limiting or extending the scope or intent of the paragraphs to which they pertain.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

SAMPLE ONLY
OSCAR B. GOODMAN, Mayor
The "City"

Approved as to form:

SAMPLE ONLY
DATE

ATTEST:

SAMPLE ONLY

SAMPLE ONLY
Beverly K. Bridges, CMC
City Clerk

ABC CORPORATION

By SAMPLE ONLY
The "Owner"

*****USE BLACK INK ONLY AND DO NOT WRITE OR STAMP WITHIN THE 1" MARGIN*****

By SAMPLE ONLY
Printed name of person signing above

Document processed by Mychael E. Rigsby, City of Las Vegas, Land Development

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of award of Leasing Agreement No. 144825000 for the lease of golf carts for the Durango Hills Golf Club (including indemnification provision) - Department of Parks, Recreation and Neighborhood Services - Award recommended to: PNC EQUIPMENT FINANCE, LLC ($103,464 - Municipal Golf Course Enterprise Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $103,464
Funding Source: Municipal Golf Course EF
Dept./Division: Parks, Recreation and Neighborhood Services

PURPOSE/BACKGROUND:
This request will allow for the lease of fifty 2011 E-Z-GO TXT48v E golf carts to be used by patrons at the Durango Hills Golf Club. The term of this operational lease is forty-eight months with monthly payments of $2,155.50. This agreement includes an indemnification provision in section 9, which requires City Council approval.

PCC: A. Green
POC: Nancy Elkus - (513) 455-7470

RECOMMENDATION:
That City Council approve Lease Agreement No. 144825000 for the lease of golf carts for the Durango Hills Golf Club (including indemnification provision) to PNC Equipment Finance, LLC in the amount of $103,464. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Lease Agreement No. 144825000

PNC
EQUIPMENT FINANCE

March 22, 2011

Lease Number 144825000

City of Las Vegas
Attn: Tony Green
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mr. Green;

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
  Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.
  Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
  Schedule of Payments – Please sign and provide the title of the signor, if applicable.

- Resolution-Certificate of Incumbency- List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.

- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.

- **Sales Tax Exemption Certificate – Please return a copy with the documents.**

- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Jamie Gauspohl 995 Dalton Avenue, Cincinnati, OH 45203 .

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by 4-22-2011.

If you have any questions please contact Jamie Gauspohl at 513-455-9577.

Sincerely,

Diana Fornash

Documentation Specialist

Lease Agreement

Dated as of March 22, 2011
Lease Number 144825000

Lessor:	PNC Equipment Finance, LLC 995 Dalton Avenue Cincinnati, OH 45203
Lessee:	LESSEE FULL LEGAL NAME City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101 FEDERAL TAX ID 886000198
Equipment Description	**See attached Certificate of Acceptance for Equipment Description**
Rent Payment Schedule	Lease Term is for 48 months, with Rent payments due in Arrears ☒ monthly;☐ quarterly; ☐semi-annual; ☐annually; each in the amount of $2,155.50 beginning _____, -or- Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor ninety (90) days prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than

Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR**. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Las Vegas
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

400 Stewart Avenue
Las Vegas, NV 89101

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

995 Dalton Ave.
Cincinnati, OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Nevada.
The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: Robert S. Sylvain 5-23-11
Print Name: Robert S. Sylvain, Deputy City Attorney
Law firm: Las Vegas City Attorney's Office

CERTIFICATE OF ACCEPTANCE

Lease Number 144825000

Quantity	Description	Serial No.
50	2011 E-Z-GO TXT48v E Golf Cars	

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 2011 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 2011.

City of Las Vegas
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

400 Stewart Avenue
Las Vegas, NV 89101

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 144825000

Lessee: City of Las Vegas

Amount $103,464.00 (Rent X Payment)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 2011.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Las Vegas

_____ [SEAL]
Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

City of Las Vegas , LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. **In accordance with the Lease Agreement ("Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):**

_____

_____

_____

to issue: (check to indicate coverage)

__X__ a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: **$124,650.00**

__X__ b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:
$1,000,000.00 per person
$2,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC 995 Dalton Ave, Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. **Pursuant to the Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)**

_____ a. All risk, physical damage in the amount specified in 1(a) above.
_____ b. Public liability for not less than the amounts specified in 1(b) above.

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Lender Loss Payee and Additional Insured
  30 Days Notice of Cancellation
- Not Less than $2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC
its successors and/or all assigns
995 Dalton Ave.
Cincinnati, OH 45203

Please send a FAX copy of certificate to Diana Fornash at (866)561-9276.

LESSEE HAS ATTACHED A SIGNED LETTER DESCRIBING SELF-INSURANCE.

LESSEE: City of Las Vegas

By: _____ Title: _____

PNC
EQUIPMENT FINANCE

995 Dalton Avenue
Cincinnati, Ohio 45203 • Telephone (513) 421-9191

Please Retain for Future Reference
Page No. 1
INVOICE #144825000
Customer #1154702

I02

INVOICE DATE
5/18/2011

DUE DATE
30 days from funding date

Bill To:
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Remit To:
PNC Equipment Finance, LLC
Attn: Lease Servicing/Set-Up Processing
995 Dalton Avenue
Cincinnati, OH 45203

INVOICE

Lease No. 144825000

Initial Charges:

Monthly Rent - 1st Month	$2,155.50
Sales Tax-EXEMPT **PLEASE SEND A COPY OF YOUR TAX EXEMPTION CERTIFICATE WITH SIGNED DOCUMENTS**	$0.00
PAY THIS AMOUNT	$2,155.50

AMENDMENT

THIS AMENDMENT ("Amendment"), dated and effective as of the 28th day of April, 2011 supplements and is made a part of Lease #144825000 ("Lease") between the City of Las Vegas ("Lessee") and PNC Equipment Finance, LLC ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree to amend the lease as follows:

Section 9. INDEMNITY: The following clause is added to the second to the last sentence in the section "To the extent permitted by applicable law, and without waiving the limitations set forth in NRS Chapter 41, Lessee agrees to reimburse Lessor..."

Section 11. LOSS OR DAMAGE: The first sentence of the section is changed to read as follows: Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured from the time the Equipment is received by Lessee until it is returned to Lessor.

Section 13. DEFAULT: Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, and does not correct the default within 10 days after Lessor gives Lessee notice of default, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, and Lessee does not correct the default with 10 days after receiving such notice from Insurance carrier or Lessor (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessors' affiliates).

Section 14. REMEDIES: Delete the section in its entirety and replace with the following: Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable (i) any and all amounts then currently due under the Lease and (ii) all remaining Rent payments due under this Lease for the fiscal year in which the default occurs which may be then due and payable by Lessee to Lessor under this Lease, (collectively the "Net Book Value). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours. If the Lessee fails to do so, Lessor may repossess the Equipment, so long as Lessor does not breach the peace

in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell or lease the Equipment, if Lessor does sell or lease the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives from such sale or lease. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have cause this Amendment to be executed as of the date above written.

City of Las Vegas	**PNC Equipment Finance, LLC**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

APPROVED AS TO FORM

Robert S. Sylvain 5-23-11

Robert S. Sylvain Date

Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of award of Amendment No. 2 to Agreement No. 090007-DC, Full Service Agreement for Development Services Center - Atrium Building Renovation located at 333 North Rancho Drive - Department of Public Works - Award recommended to: JMA ARCHITECTURE ($281,370 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $281,370
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This amendment provides for additional design on multiple floors to add to existing construction documents to include schematic design and planning, document file revisions, drawings, and specification revisions and partial wall, casework and ceiling layout changes.

PCC: T. Fernandez
POC: Thomas Schoeman - (702) 731-2033

RECOMMENDATION:
That City Council approve Amendment No. 2 to Agreement No. 090007-DC, Full Service Agreement for Development Services Center - Atrium Building Renovation to JMA Architecture in the amount of $281,370 bringing the total Agreement amount to $818,870. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Amendment No. 2 to Agreement No. 090007-DC
2. Certificate - Disclosure of Ownership/Principals

SECOND AMENDMENT

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and JMA Architecture, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated August 6th, 2008, (herein the "Agreement"), retaining the services of the Consultant for Professional Design more fully described therein in connection with the improvements for the project Atrium Building Renovation (herein "Project") and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to revise scope as detailed herein.

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

AGREEMENT

1. Exhibit "A" is hereby amended to add:

Task #1

~~Addition of 2/3rds of the west half of Floors 5 and 6 into the existing construction documents~~ to accommodate the City's Department of Leisure Services to include the following:

Schematic Design & Planning

- Utilize end user's program to layout the west 2/3rds of floor 5 and 6 utilizing existing partitions and minimizing demolition.
- Participate in a tour of the builidng with the end user to review the space to be occupied.
- Meet with end user to collect their comment from initial plan layout.
- Review existing storage used by end user to confirm appropriate available space in new building.
-

Construction Documents

- Provide the following documents to cover the defined space in order to attain required permits as part of the current documentation: floor plan, reflected ceiling plan, demolition plans, finish plans, elevations, door/hardware schedule.
- Coordination of engineers for documentation of mechanical, electrical, plumbing, audio visual and security.
- Structural design to document file capacity of high density areas
- Mechanical, electrical, plumbing and telecommunications revisions as requested by CLV.

Task #2

- Code Search Revisions: Research the historic methodology which allowed the building department to approve the building systems as constructed to include requested revisions as required by CLV Fire and Building and Safety.

- Drawing and Specification Revisions: Modification to the majority of floors including casework, plan changes, reconfiguration of a portion of the 8th floor, minor modifications on each floor, reconfiguration to each floor at four shafts located at each corner of the building and deletion of sinks per CLV direction.
- Audio Visual Changes: Specifying three separate sizing of flat screen LCD TV's, 120-inch projector screens and projectors, wiring, wall plates and control systems. Revise card reader system from complete system to conduit only system.
- Radio Amplification System. Provide required drawings and specifications for a radio amplification system as required by CLV Fire.
- CLV requested design revisions to the 4th and 8th floor.

Task #3
Drawings and Specification Revision as outlined by floor as follows.

- 1st Floor – Add survey storage room with exterior access. Add (2) floor sinks for ice machines.
- 2nd Floor – Combine conference room 200 and 201. Add casework to inspector 204 with associated mechanical and electrical changes.
- 3rd Floor – Partial wall, casework and ceiling layout changes in several spaces and associated electrical and mechancial changes.
- 5th Floor – Revise plans back to pre-design layout except at the telecommunications rooms.
- 6th Floor – New layout of the CLV occupied portion of the floor plate. Work involves new space plan layouts, extensive casework additions, ceiling modifications, schedule updates and associated electrical and mechanical updates. This work includes required task to submit the new 6th floor layout to the building department as a new project.
- 7th Floor – Minor communications modifications
- 8th floor – Partial wall, casework, ceiling layout changes, schedule updates and associated electrical and mechancial changes to rooms 840 and 835
- 9th Floor – Partial wall, casework, ceiling layout changes, schedule updates at room 920 and reconfiguration of rooms 956, 933 and 934 associated electrical and mechanical changes.

Task #4
CLV requested revision to the 6th floor to include architectural, mechancial, electrical and structural.

Task #5

- Witness Shunt test and smoke control equipment operation following loss of normal power.
- Provide Stair pressurization Test, documentation and follow up testing as required.
- Prepare a conceptual smoke control/fire alarm matrix based on the existing systems and the overall design intent as discussed with the client. Meeting with AHJ and CLV to review and finalize the smoke control/fire alarm matrix.

2. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $281,370 from $537,500 to $818,870

3. Existing Exhibit "G" Disclosure of Ownership/Principals is deleted and replaced with the new Exhibit "G" attached hereto.

4. All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/31/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

JMA Architecture

By: _____
Thomas J. Schoeman, AIA
"CONSULTANT"

EXHIBIT "G"

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

JMA Architects, Inc.
Name
10150 Covington Cross Drive, Las Vegas, NV 89144
Address
(702) 731-2033
Telephone
DUNS: 052407806
EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement:

RFP #: CLV Atrium Building Deferred Design Items

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Thomas J. Schoeman, AIA, LEED AP	10150 Covington Cross Drive, Las Vegas, NV 89144	(702) 731-2033
2.	Michael L. Crowe, AIA, LEED AP	10150 Covington Cross Drive, Las Vegas, NV 89144	(702) 731-2033
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

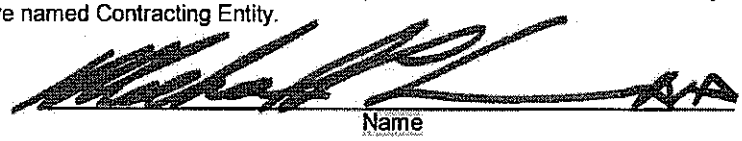
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



Name

May 18, 2011
Date

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

Megan D. Roeder
Notary Public



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:

Approval of award of Agreement No. 110203-TF, Construction Manager as Agent Agreement for Jones/Valley View Corridor Improvement CMAR Project located on Jones Boulevard from US 95 to Sahara Avenue and Valley View Boulevard from US 95 to Desert Inn Road – Department of Public Works – Award recommended to: PARSONS TRANSPORTATION GROUP ($2,000,000 – Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 2,000,000
Funding Source: Road & Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

Project consists of construction management of roadway improvements to include intersection widening, bus turnouts, AC pavement and restriping, signal modifications, utility relocations, pedestrian pathways and trail improvements. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Jack Sjostrom (702) 789-2000

RECOMMENDATION:

That City Council approve award of Agreement No. 110203-TF, Construction Manager as Agent Agreement for Jones/Valley View Corridor Improvement CMAR Project to Parsons Transportation Group in the amount of $2,000,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 110203-TF
2. Certificate – Disclosure of Ownership/Principals

CONSTRUCTION MANAGER AS AGENT AGREEMENT
FOR
JONES/VALLEY VIEW CORRIDOR IMPROVEMENT CMAR PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **PARSONS TRANSPORTATION GROUP**, (the "Consultant"), a **Corporation**, whose address is **6795 Edmond St. Ste 150 , Las Vegas, Nevada 89118**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Jones/Valley** View Corridor Improvement CMAR Project (herein the "Project"); and

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

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

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

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments,

arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section. If the Consultant fails to defend or provides and an incompetent defense, the Indemnitees shall have the right, but not the obligation, to defend the same, and if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

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

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

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

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

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

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

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

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of

their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Arbitration will be conducted under the Construction Industry Arbitration Rules promulgated by the American Arbitration Association, unless amended by mutual agreement of the parties. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC Date
City Clerk

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 5/23/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Raymond Herweg, P.E., Parsons

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL

100.1 DESCRIPTION OF PROJECT

Construction of traffic improvements on Jones Boulevard from US 95 to Sahara Avenue and on Valley View Boulevard from US 95 to Desert Inn Road. Improvements include, but are not limited to, roadway and intersection widening, bus turnouts, AC pavement and restriping, signal modifications, utility relocations, pedestrian pathways and trail improvements.

100.2 CONDITIONS

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

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

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

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

100.3 REFERENCE STANDARDS

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

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

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

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

- **100.3.2.2.1** Road Design Division Manual, Parts 1 & 2.
- **100.3.2.2.2** Standard Specifications for Road and Bridget Construction (NDOT Silver book).
- **100.3.2.2.3** Standard Plans for Road and Bridge Construction.
- **100.3.2.2.4** Standard Construction Plan Symbols and Design Layout and Drafting Methods
- **100.3.2.2.5** Bridge Design and Procedures Manual
- **100.3.2.2.6** Nevada Work Zone Traffic Control Handbook
- **100.3.2.2.7** Design and Construction Standards for Wastewater Collection

100.3.2.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)

100.3.2.4 Traffic Control Devices Handbook

100.3.2.5 Roadside Design Guide
100.3.2.6 American Society for Testing and Materials (ASTM)
100.3.2.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
100.3.2.8 Clark County Regional Flood Control District's Policies and Procedures.
100.3.2.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.3.2.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
100.3.2.11 American Concrete Institute (ACI)
100.3.2.12 The Asphalt Institute
100.3.2.13 Portland Cement Association (PCA)
100.3.2.14 City of Las Vegas Building Codes
100.3.2.15 International Building Code (IBC)
100.3.2.16 International Energy Conservation Code (IECC)
100.3.2.17 National Electric Code (NEC)
100.3.2.18 Southern Nevada Pool Code
100.3.2.19 Uniform Administrative Code
100.3.2.20 Uniform Mechanical Code (UMC)
100.3.2.21 Uniform Plumbing Code (UPC)
100.3.2.22 Uniform Fire Code, NFPA 1
100.3.2.23 City amendments to the above codes
100.3.2.24 City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
100.3.2.25 City of Las Vegas Municipal Code Title 19 Zoning Code
100.3.2.26 Accessibility Laws, Codes, Standards, and Guidelines
100.3.2.26.1 Architectural Barriers Act
100.3.2.26.2 Rehabilitation Act
100.3.2.26.3 Americans with Disabilities Act (ADA)
100.3.2.26.4 Telecommunications Act (Section 255)
100.3.2.26.5 Rehabilitation Act Amendments
100.3.2.26.6 Access Board Guidelines
100.3.2.26.6.1 ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
100.3.2.26.6.2 Recreation Facilities Guidelines
100.3.2.26.6.3 Outdoor Developed Area Guidelines
100.3.2.26.6.4 Play Area Guidelines
100.3.2.26.6.5 Building Elements Designed for Children's Use
100.3.2.26.6.6 State and Local Government Facilities
100.3.2.26.6.7 Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
100.3.2.26.6.8 Electronic and Information Technology Accessibility Guidelines
100.3.2.26.7 ANSI 117.1
100.3.2.26.8 NRS 338.180.4 for building signage
100.3.2.26.9 NRS 484.408 and City Municipal Code for parking signage
100.3.2.27 Consumer Product Safety Commission Handbook for Public Playground Safety
100.3.2.28 Utility Company Design Standards
100.3.2.28.1 Las Vegas Valley Water District
100.3.2.28.2 NV Energy
100.3.2.28.3 CenturyLink
100.3.2.28.4 Cox Communications
100.3.2.28.5 Southwest Gas
100.3.2.28.6 Republic Service of Southern Nevada
100.3.2.29 Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
100.3.2.30 Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
100.3.2.31 Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
100.3.2.32 Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
100.3.2.33 Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

ARTICLE 101: THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

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

101.2.2 The full use of any on site facilities that the Contractor is obligated to provide for the City's use, including an air conditioned, heated, and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Consultant's duty to review the documents for such information and to determine and include any field office requirements that the Contractor is not providing by listing the rate for the Consultant provided portion of the field office in **Exhibit "E"** (Additional Compensation).

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

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

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

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

102.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES
- **102.1.1.1** Pre-Construction Procedures
- **102.1.1.2** Construction Procedures
- **102.1.1.3** Close-Out Procedures

102.1.2 MATERIAL TESTING SERVICES

102.1.3 This scope is to be considered preliminary and may be altered at the direction of the City Representative as the Project develops.

102.1.4 Consultant services, duties, and responsibilities stated in any part of this Exhibit "A" are applicable to all parts (pre-construction, construction, close-out).

102.2 STAFFING REQUIREMENTS

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

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

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

102.2.4 Construction Inspector. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the

following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

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

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

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

102.3 EQUIPMENT REQUIREMENTS

102.3.1 Equipment. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:
102.3.1.1 Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
102.3.1.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
102.3.1.3 Computer and communications systems required to manage the Project.
102.3.1.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.
102.3.1.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
102.3.1.6 A library of reference standards applicable to the Project, see list above.
102.3.2 Project Field Office. The Consultant shall, except as specifically provided by the City or Contractor (reference **City's Responsibilities** in **Exhibit "A"**), provide a complete and ready to use air conditioned, heated, and furnished field office including:
102.3.2.1 An on-site computer system and printer to manage the Project, which may be of a portable design and removed when the Consultant is not on site.
102.3.2.2 A suitable copy machine and fax machine.
102.3.2.3 A field office phone, dedicated fax line, and Internet connection.
102.3.2.4 Furniture and office supplies including a plan table, file cabinet, and other furnishing needed to make the Consultant's field office available and usable for use by the City's personnel, inspectors, testing consultants, and other consultants when they are on site.
102.3.2.5 Public notice information as required by law and the City.
102.3.2.6 Five hard hats and safety vests for City visitor's use while on site.

102.3.3 Software
102.3.3.1 The Consultant's documentation shall, to the maximum extent possible, be prepared using Expedition software by Primavera accessed via an Internet connection to the City system. No software purchase is required of the Consultant for this access and use.
102.3.3.2 Where Expedition documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2007, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.
102.3.3.3 Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

ARTICLE 103: CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

103.1 DOCUMENT CONTROL

103.1.1 Document Setup & Review. The Consultant shall:
103.1.1.1 Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
103.1.1.2 Setup the Expedition software, files, and forms in compliance with the City filing standards, enter in Expedition all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.

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

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

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

103.1.1.4.1.1 Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.

103.1.1.4.1.2 Geotechnical report and site survey.

103.1.1.4.1.3 Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.

103.1.1.4.1.4 LEED points to achieve for new building construction.

103.1.1.4.1.5 Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.

103.1.1.4.1.6 Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.

103.1.1.4.1.7 Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.

103.1.1.4.1.8 Contractor's Traffic Control Plan.

103.1.1.4.1.9 Contractor's trench safety plans and competent person submittal for OSHA compliance.

103.1.1.4.1.10 National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).

103.1.1.4.1.11 General Discharge Permit for Oil/Water Separators and Best Management Plan.

103.1.1.4.1.12 Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.

103.1.1.4.2 Review. Minimum review of documents shall include:

103.1.1.4.2.1 A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.

103.1.1.4.2.2 A review of the contractual terms to determine the requirements for contract administration and enforcement.

103.1.1.4.2.3 A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.

103.1.1.4.2.4 A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.

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

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

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

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

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

103.1.2 Substitutions. The Consultant shall:

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

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

103.1.3 Contractor Submittals. The Consultant shall:

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

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

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

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

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

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

103.2 PROJECT CONTROL

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

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

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

103.3 TIME AND BUDGET

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

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

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

ARTICLE 104: CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

104.1 DOCUMENT CONTROL

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

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

104.1.3 Prepare and maintain all documents required to meet regulations.

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

104.1.5 Daily Reports. The Consultant shall:

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

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

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

- **104.1.5.3.1** Working and non-working hours on the Project site,
- **104.1.5.3.2** The weather conditions and possible weather related delays,
- **104.1.5.3.3** Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
- **104.1.5.3.4** Deliveries made and the quantity of each delivery,
- **104.1.5.3.5** Equipment on site by model, and year if possible and whether it was active or idle,
- **104.1.5.3.6** Inspections and tests conducted and the amount of inspector time spent on site,
- **104.1.5.3.7** Construction activities conducted and work completed including daily quantities,
- **104.1.5.3.8** Traffic controls in place,
- **104.1.5.3.9** Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
- **104.1.5.3.10** Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
- **104.1.5.3.11** Any accidents on site and in the general vicinity; safety concerns and actions taken,
- **104.1.5.3.12** Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.

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

104.1.6 As-Builts. The Consultant shall:

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

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

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

104.1.8 Project Status Reporting. The Consultant shall:
104.1.9 Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
104.1.9.1 Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

104.2 PROJECT CONTROL

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

104.2.2 Authority.
104.2.2.1 The Consultant has the authority to:
104.2.2.1.1 Issue Notices of Non-Compliance, after consultation with the City.
104.2.2.1.2 Reject delivered non-compliant materials.
104.2.2.1.3 Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.
104.2.2.1.4 Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.
104.2.2.2 The Consultant does not have the authority to:
104.2.2.2.1 Sign Construction Change Directives.
104.2.2.2.2 Sign Change Orders.
104.2.2.2.3 Sign the Certificate of Substantial Completion.
104.2.2.2.4 Revise the design or approve alternate materials.
104.2.2.2.5 Inspect any work other than that for which they are specifically certified.
104.2.2.2.6 Make public news releases or other information about the Project available to the public or news media.
104.2.2.2.7 Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

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

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

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

104.2.6 Issues Management. The Consultant shall:
104.2.6.1 Track and analyze all Project issues, disputes, and claims. In Expedition link and attach all of the reference documents relating to each issue.

104.2.6.2 Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
104.2.6.3 Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.
104.2.6.4 Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
104.2.6.5 Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.
104.2.6.6 Monitor and respond to all traffic control issues.

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

104.2.8 Communication.
104.2.9 All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
104.2.10 All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
104.2.11 The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
104.2.12 The Consultant shall note in its Daily Report any verbal or written instructions given or received.

104.3 INSPECTION

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

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

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

104.3.4 Concrete Structures. The Consultant shall ensure that:
104.3.4.1 The Contractor submittals including mix designs have been approved prior to installation.

104.3.4.2 The Pre-placement Inspections have been completed including:

104.3.4.2.1 Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.

104.3.4.2.2 Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.

104.3.4.2.3 Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.

104.3.4.2.4 Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.

104.3.4.2.5 Embedments including location, size, and condition.

104.3.4.2.6 Blockouts including location, size, and condition.

104.3.4.3 The Placement Inspections have been completed including:

104.3.4.3.1 Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.

104.3.4.3.2 Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).

104.3.4.3.3 Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.

104.3.4.3.4 Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.

104.3.4.3.5 The Post-Placement Inspections and Tests have been completed including:

104.3.4.3.6 Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).

104.3.4.3.7 Shoring Removal including location, time of removal, and sequence of removal.

104.3.4.3.8 Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and non destructive tests.

104.3.5 Underground Utilities. The Consultant shall ensure that:

104.3.5.1 The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.

104.3.5.2 The Contractor is delivering and installing materials that match the approved submittals.

104.3.5.3 The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.

104.3.5.4 The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.

104.3.5.5 The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

104.3.6 On-Site Construction. In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:

104.3.6.1 Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.

104.3.6.2 Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.

104.3.6.3 At a minimum, verify and measure the following items, if specified:

104.3.6.3.1 Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.

104.3.6.3.2 Metal gauges of flashings, roofing, doors and frames.

104.3.6.3.3 Exterior metal surfaces are galvanized including hollow metal doors and frames.

104.3.6.3.4 Sheet metal backing is provided on sidewalls of exterior doorways.

104.3.6.3.5 Exterior door hardware is stainless steel.

104.3.6.3.6 Paint thicknesses and minimum number of coats.

104.3.6.3.7 Wood door tops and bottoms are painted.
104.3.6.3.8 Powder-coated painted surfaces are powder-coated.
104.3.6.3.9 Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
104.3.6.3.10 Wheelchair space concrete slab area next to the end of benches is provided.
104.3.6.3.11 Five foot diameter clear space in every room for wheelchair turnaround.
104.3.6.3.12 Thresholds and storefront window sills are set in mastic.
104.3.6.3.13 That the roofing manufacturer's representative is present during installation and approves the installation.
104.3.6.3.14 Ceramic tile joints align with structural joints, with sealant and backer rod.
104.3.6.3.15 Six foot minimum clearance from top of totlot equipment to fabric shade.
104.3.6.3.16 Concrete slabs slope to drains. Slabs recessed for floor finishes.
104.3.6.3.17 THW cu wire is used for all exterior electrical.
104.3.6.3.18 Exterior light poles have oversized handholes per city standards.
104.3.6.3.19 Electrical clearances around installed gear meet code.
104.3.6.3.20 Electrical circuit, panel, and equipment labeling meets city standards.

104.3.7 Traffic Signals and Streetlights. The Consultant shall ensure that:
104.3.7.1 The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
104.3.7.2 Recurrent problems are not occurring, including:
- **104.3.7.2.1** Foundations at the wrong elevation, location, orientation, or bolt size,
- **104.3.7.2.2** Pull box lids incorrectly marked, street lighting,
- **104.3.7.2.3** Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
- **104.3.7.2.4** Traffic signal heads loose or turned, and
- **104.3.7.2.5** Underground conduit size incorrect.

104.3.7.3 The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
- **104.3.7.3.1** Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
- **104.3.7.3.2** Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

104.4 TIME AND BUDGET

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

104.4.2 Prevailing Wage Records. The Consultant shall:
104.4.2.1 Review the Contractor's monthly prevailing wage records for completeness and accuracy.
104.4.2.2 Notify the City Representative of any reported or discovered prevailing wage violations.
104.4.2.3 Forward all reviewed prevailing wage records to the City for archiving.

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

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

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

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

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

ARTICLE 105: CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

105.1 DOCUMENT CONTROL

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

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

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

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

105.2 PROJECT CONTROL AND INSPECTION

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

105.3 TIME AND BUDGET

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

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

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

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

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

105.8.1 On-Site Work:
- **105.8.1.1** Section 01700, Work Required Complete Prior to Substantial Completion
- **105.8.1.2** Section 01700, Punchlist Completion

105.8.2 Right-of-Way Work:
- **105.8.2.1** Section 108, Punchlist Completion
- **105.8.2.2** Section 624, Traffic Control Plan Deficiency - Maintenance
- **105.8.2.3** Section 624, Traffic Control Plan Deficiency - Safety
- **105.8.2.4** Section 623, LVACTS/FAST Cable Damages

105.8.2.5 Final Payment. The Consultant shall:

105.8.2.6 Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- **105.8.2.6.1** Certificate of Substantial Completion
- **105.8.2.6.2** Consent of Surety to Final Payment
- **105.8.2.6.3** Consent of Surety and Increase of Penalty
- **105.8.2.6.4** Affidavit of Payment of Debt and Claims

105.8.2.7 And for particular projects as applicable:
- **105.8.2.7.1** Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- **105.8.2.7.2** Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- **105.8.2.7.3** State Engineer Dam Safety Permission to Impound submittal package.

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

105.8.2.9 Obtain the Final Payment approval from the City Representative.

ARTICLE 106: MATERIAL TESTING SERVICES

106.1 GENERAL

106.1.1 The Consultant shall provide staffing and AASTHO certified lab services to provide quality control testing and inspection during construction. The Consultant shall be responsible for reviewing documentation including test reports to ensure compliance with the Contract Documents.

106.1.2 All terms and conditions contained in the Construction Management as Agent Services section of this Agreement also apply to the Material Testing Services and personnel.

106.1.3 Upon discovery the Consultant material testing personnel shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

106.2 DOCUMENTATION

106.2.1 The Consultant's field testing personnel shall notify the City Representative when establishing the time of arrival and departure from the site, or the Consultant's Construction Coordinator if the City Representative is not on site.

106.2.2 The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:

- **106.2.2.1** Time beginning inspection and testing
- **106.2.2.2** Time ending inspection and testing
- **106.2.2.3** Total man-hours for each pay rate spent for each day
- **106.2.2.4** Tests or inspections performed
- **106.2.2.5** Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work

106.2.3 The Consultant shall immediately report to the City Representative verbally and in writing any:

- **106.2.3.1** Testing or inspection that fails specifications or requirements.
- **106.2.3.2** Missed testing or inspections.
- **106.2.3.3** Testing where there is a reasonable doubt that the future test results may not meet the specifications.
- **106.2.3.4** Construction that proceeds without the required testing or inspection.
- **106.2.3.5** Construction that proceeds after uncorrected failed test results or doubtful future results.
- **106.2.3.6** Construction that is not in compliance with the Contract Documents.
- **106.2.3.7** Structural failure or collapse.
- **106.2.3.8** Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

106.3 SAMPLING AND TESTING CRITERIA

106.3.1 FIELD TESTING

106.3.1.1 The Consultant shall provide field testing for soil, aggregate, concrete, and asphalt required by the Contract Documents.
106.3.1.2 The Consultant shall review and maintain field-testing data and reports for contract compliance.

106.3.2 LABORATORY TESTING

106.3.2.1 The Consultant shall provide laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.
106.3.2.2 The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

106.3.3 LABORATORY TEST RESULTS

106.3.3.1 Soil Tests

106.3.3.1.1 The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in Item 4 – Testing Requirements. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.3.1.2 The Consultant shall retrieve samples from the Project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.3 The Consultant shall retrieve samples from the Project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.4 The Consultant shall retrieve samples from the Project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.
106.3.3.1.5 The Consultant shall retrieve samples from the Project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.6 The Consultant shall retrieve samples from the Project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.7 The Consultant shall retrieve samples from the Project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.

106.3.3.2 Concrete Tests

106.3.3.2.1 The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.3.2.2 The Consultant shall prepare a minimum of 4 test cylinders on the Project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within 2 working days following each cylinder being tested.

106.3.3.3 Asphaltic Concrete Tests

106.3.3.3.1 The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.3.3.2 The Consultants shall retrieve samples from the Project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
106.3.3.3.3 The Consultant shall retrieve samples from the Project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
106.3.3.3.4 The Consultant shall retrieve samples from the Project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
106.3.3.3.5 The Consultant shall retrieve samples from the Project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the Project site.

106.3.3.4 Testing Requirements. The following requirements for material control are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology:
106.3.3.4.1 Trench Backfill – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type
Sulfate Content	Cal 417-B	1 per soil type

106.3.3.4.2 Subgrade Material – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2
Sulfate Content	Cal 417-B	1 per soil type

106.3.3.4.3 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier
Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

106.3.3.4.4 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

106.3.3.4.5 Bituminous Pavement – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	ASTM D1559	1 per day
Maximum Theoretical Density	ASTM D2041	1 per day

Asphalt Content	ASTM D2172	2 per day
Aggregate Gradation	ASTM C136 & C117	2 per day

106.3.3.5 Relative Compaction Testing. The following requirements for Relative Compaction Testing are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests:

106.3.3.5.1 Trench Backfill – Backfill shall be tested as indicated:
106.3.3.5.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.
106.3.3.5.1.2 One test per lateral.
106.3.3.5.1.3 A minimum of two mainline tests between structures.

106.3.3.5.2 Structure Backfill – Backfill shall be tested as indicated:
106.3.3.5.2.1 One test per lift per structure or a minimum of one test per day.
106.3.3.5.2.2 A minimum of one test per structure.

106.3.3.5.3 Subgrade – Subgrade shall be tested as indicated:
106.3.3.5.3.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

106.3.3.5.4 Type II Aggregate Base – Aggregate base shall be tested as indicated:
106.3.3.5.4.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

106.3.3.5.5 Curb and Gutter – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.5.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two per street.

106.3.3.5.6 Crossgutter – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.6.1 Two tests per complete crossgutter.

106.3.3.5.7 Sidewalk – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.7.1 One test per 500 lineal feet of sidewalk or a minimum of one per street.

106.3.3.5.8 Driveways – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.8.1 Residential – one test per complete driveway.
106.3.3.5.8.2 Commercial/Alley – two tests per complete driveway.

106.3.3.5.9 Hot plant mix bituminous pavement – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:
106.3.3.5.9.1 A minimum of five locations per day.

106.4 CLOSE-OUT

106.4.1 The Consultant shall deliver a final report containing all test results, stamped and sealed by a Nevada professional Engineer.
106.4.2 The Consultant shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS
GENERAL

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

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

200.3 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the Project specific insurance policies (including renewal policies) shall be provided to the City upon request.
The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 201: PRE-CONSTRUCTION

201.1 The Consultant shall provide the following:
201.1.1 Resumes for each staff person assigned to the Project for City approval.
201.1.2 Consultant's policy and procedure manual for construction management for City approval.
201.1.3 Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
201.1.4 The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
201.1.5 List of deferred submittals.

ARTICLE 202: CONSTRUCTION PHASE – MONTHLY INVOICES

202.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:
202.1.1 A narrative report of the monthly activities and progress.
202.1.2 Consultant's daily photographs of construction activities.
202.1.3 Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

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

202.2.2 Contractor's photographs of construction activities.

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

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

ARTICLE 203: CLOSE-OUT PHASE – FINAL PAYMENT

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

203.1.1 Report. A final Project summary report.

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

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

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

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

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

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

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

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

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

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

203.2.1 Certificate of Substantial Completion

203.2.2 Consent of Surety to Final Payment

203.2.3 Consent of Surety and Increase of Penalty

203.2.4 Affidavit of Payment of Debt and Claims

203.3 And for particular projects as applicable:

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

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

203.3.3 State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

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

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

ARTICLE 301: LATE AND EARLY COMPLETION

301.1 The anticipated construction start date of the Project is July 2011 with an anticipated construction term of 490 calendar days for the Contractor to achieve Substantial Completion of the Project.

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

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

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

END OF EXHIBIT "C"

EXHIBIT "D"
FEE BREAKDOWN

TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$2,000,000**. This amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

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

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

CONSTRUCTION MANAGEMENT AS AGENT SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$1,561,737.90	

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

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

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

FEE BREAKDOWN

Title		Hours	Rate	Cost
Construction Manager - PTG		570	$ 229.89	$131,037.30
Construction Coordinator - Stanley		2180	$ 195.00	$425,100.00
Inspector - PTG (Sean Marscheider)		2280	$ 130.00	$296,400.00
Inspector - PTG (Scott Boswell)		2180	$ 125.67	$273,960.60
Inspector - Stanley		1040	$ 130.00	$135,200.00
Document Administrator - PTG (TBD)		2180	$ 78.00	$170,040.00
Schedule Reviews - PTG (Arnel Sarmiento)		0	$ 188.49	$0.00
			Sub Total	$1,431,737.90
Subconsultants				
Stanley Consultants				$0.00
Ninyo&Moore (Testing)				$130,000.00
		Total		**$1,561,737.90**

END OF EXHIBIT "D"

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in **Exhibit "A"** (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$438,262.10	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	**RATE**	**UNIT**
Responsible In-Charge Person	$229.89	Per Hour
Consultant Representative	$229.89	Per Hour
Construction Coordinator	$195.00	Per Hour
Construction Inspector	$130.00	Per Hour
Document Administrator	$78.00	Per Hour
Material Testing Technician	N/A	Per Hour
Survey Crew (2 person)	N/A	Per Hour
Tortoise/Owl Monitoring	N/A	Per Hour
Paleontological Monitoring	N/A	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

SERVICES and FACILITIES	**FIXED FEE**
Field Office as described in **Exhibit "A"** (in addition to that being provided by the Contractor)	$2,500 Per Month or pro-rata share thereof
Mobilization / Demobilization	$3,000 Lump Sum

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

TESTING and LABORATORY SERVICES	**FIXED FEE Per TEST**
M/D Relationship	$165
Sieve Analysis	$100
Plastic Limits	$100

Percentage Wear	$145
R-Value	$225
Fractured Faces	$140
Sand Equivalent	$85
Extraction Gradation	$195
Moisture Content – Asphalt	$45
Theoretical Max SpG	$100
Bulk SpG-Compacted Mix (2)	$200 per test
Marshall-Stability and Flow (2)	$205 per test
Retained Tensile Strength (3)	$300 per test
Bulk SpG-Cores (2)	$75 each
Concrete Compressive Strength (4)	$20 each
Concrete Compressive Strength (6)	$20 each
Rip-Rap SpG	$100
Rip-Rap Percentage Wear	$145

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: John O'Connell

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Jack Sjostrom, P.E.

601.1.2 CONSTRUCTION COORDINATOR: Jeff Radke, P.E.
601.1.3 CONSTRUCTION INSPECTOR: TBD
601.1.4 DOCUMENT ADMINISTRATOR: TBD
601.1.5 OTHER PERSONNEL:

601.1.6 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed:
List Architect, Engineer, or Contractor license number: Raymond Herweg, P.E - 19706

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 MATERIAL TESTING: Ninyo & Moore

602.1.2 ENVIRONMENTAL MONITORING:

602.1.3 CIVIL ENGINEER:

602.1.4 STRUCTURAL ENGINEER:

602.1.5 MECHANICAL ENGINEER:

602.1.6 ELECTRICAL ENGINEER:

602.1.7 LANDSCAPE DESIGN:

602.1.8 COST ESTIMATOR:

602.1.9 GEOTECHNICAL ENGINEER:

602.1.10 LAND SURVEYOR:

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
Parsons Transportation Group Inc.	Construction Management & Inspection
Address: 100 M Street, SE Washington, DC 20003 **Local Address:** 6795 Edmond St.,Suite 150 Las Vegas, NV 89118	Widening 2 mi. of Jones from Sahara to US-95 and 3.5 mi of Valley View from Desert Inn to US-95
Telephone: 202-775-3300 **Local Telephone:** 702-789-2000	
EIN: 36-0982270	**RFP#**

Block 3 *Type of Business*

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	100% ESOP – no single participant holds greater than 0.5% of Parsons Shares		

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Raymond Herwig

Raymond Herwig
Name

4/27/11
Date

Subscribed and sworn to before me this 27th day of April, 2002011

Notary Public

VALERIE M. DEJOHNETTE
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 05-94302-1
MY APPT. EXP. DEC. 22, 2012

exp. Dec 22, 2012
Comm No. 05-94302-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of award of Agreement No. 110207-DC, Materials Testing and Special Inspection Services Agreement for 500 South Main Street Parking Garage - Department of Public Works - Award recommended to: Geotechnical & Environmental Services, Inc. ($194,260 - City Facilities Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

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

Amount: $194,260
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement will provide for materials testing and special inspection services associated with the 500 South Main Street parking garage. This item is exempt from the competitive bidding process pursuant to NRS 332.114. 1 (b) Professional Services.

PCC: D. Collins
POC: Daniel DeBattista, P.E. A - (702) 365-1001

RECOMMENDATION:
That City Council approve award of Agreement No. 110207-DC, Materials Testing and Special Inspection Services Agreement for 500 South Main Street Parking Garage to Geotechnical & Environmental Services, Inc. in the amount of $194,260. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110207-DC
2. Certificate - Disclosure of Ownership/Principals

MATERIALS TESTING & SPECIAL INSPECTION SERVICES AGREEMENT FOR 500 SOUTH MAIN STREET PARKING GARAGE

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.**, (the "Consultant"), a **Corporation**, whose address is **7150 Placid Street, Las Vegas, Nevada 89119**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **500 South** Main Street Parking Garage (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 *Ownership of Documents.*

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

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

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

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

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

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

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

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

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

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

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

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

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

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

CITY OF LAS VEGAS

By
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 5/25/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

By
for Daniel J. DeBattista, P.E.,

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: SCOPE OF PROJECT

100.1 The scope and location of the Project is generally described as follows:
The project will consist of the construction of a 730-space concrete parking garage structure that will have an at-grade level with 4 raised levels. The garage will have precast concrete structural members that will bolt together and be topped by a thin cast-in-place concrete slab for each of the raised levels. The at-grade level will include both concrete and asphalt concrete pavements in the driveway and parking areas. Concrete screen over retaining walls will be constructed up to approximately 7 feet in height along the north and west perimeters of the at-grade level of the structure. The at-grade level of the parking garage will include an approximately 4,000 square foot retail area along Main Street and will be enclosed with masonry walls. Masonry walls will also enclose the elevators, equipment rooms, storage rooms, electrical rooms and trash enclosure. The parking garage will be supported on spread footings up to 17 feet square in size and between 24 and 39 inches thick, except footings for shear walls which will be up to 96 feet in length and up to approximately 6 feet thick. A future pedestrian bridge connecting the third story of the parking garage to the west side of the Union Pacific Railroad right-of-way and Symphony Park is not a part of this project.

100.1.1 Site address: 500 South Main Street
100.1.2 Approximate gross site acreage: 1.90 Acres
100.1.3 Approximate gross building square footage: 343,113
100.1.4 Offsite improvement area: 6,400
100.1.5 Improvement description: Construction of a concrete parking garage
100.1.6 As shown on the attachment to this Exhibit 'A', titled Scope of Services

ARTICLE 101: GENERAL

101.1 If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference herein, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement (except that under no circumstances shall the scope shall be limited to less than the requirements of the City of Las Vegas Department of Building and Safety), to avoid re-typing standard schedules of hourly rates for personnel, rates for material tests, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments are to be ignored in connection with this Agreement, even if such attachments are signed by the parties to this Agreement.

101.2 By signing this Agreement, the Consultant warrants that it is accredited by the International Accreditation Service (IAS) as required by the regulatory authority for the scope of this Agreement. If the Consultant fails to maintain required accreditation during the term of this Agreement, the Consultant shall immediately notify the Owner. Failure to maintain accreditation shall be deemed an event of Default under the provisions of Section 10.03 of the Agreement.

101.3 Testing and sampling operations shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other standard testing methods and procedures, and as necessary to produce the information required for the reports. Report all laboratory determinations.

101.4 The Consultant, at no additional cost, shall properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges shall be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

ARTICLE 102: REGULATORY AUTHORITIES

102.1 The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction

over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

102.2 The Consultant acknowledges that they have thoroughly reviewed the scope of work of this Agreement with the City of Las Vegas Department of Building and Safety and all governmental regulatory authorities, have included all requirements of these authorities in the Fee shown in Exhibit "D", and hereby waives any right to claim additional compensation for any reason caused by these regulatory authorities.

ARTICLE 103: CONTRACTOR

103.1 The Consultant does hereby acknowledge, understand and agree that the construction means, methods, and scheduling of the individual trades involved in the Project are under the control of the Contractor and not the City, and that the Consultant is required to coordinate with the Contractor in performance of this Agreement regardless of how the Contractor chooses to schedule the work, or what means and methods the Contractor chooses to utilize, and that the Consultant is experienced in the work of this Agreement and the type of construction shown in the Project documents, and that the Consultant has thoroughly reviewed all of the available documents for the Project, visited the site, and will perform the services of this Agreement without an increase in compensation from the City for any construction conflicts, problems or delays encountered in regard to the Contractor, subcontractors, workers, construction type, construction schedule, construction means and methods, site parking, site office, site utilities, and all other construction conditions that are under the control of the Contractor.

ARTICLE 104: MEETINGS

104.1 The Consultant shall attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

ARTICLE 105: SPECIAL INSPECTION SCOPE OF WORK

105.1 The Consultant shall provide the complete scope of Special Inspection and testing services required by the City of Las Vegas Department of Building and Safety for the Project and any additional special inspection indicated in the Project drawings and specifications. The required scope of work, duties, responsibilities, and reporting submittals are contained in, but not limited to, the City of Las Vegas Department of Building and Safety Special Inspection Guidelines SI-1 form, Special Inspection Requirements SI-2 form, the Special Inspection Agreement SI-3 form, the Scope of Work SI-6 form, the currently adopted version of the amended International Building Code including Chapter 17, the building permit drawing set for the Project stamped and noted by the Building Department and reserved for the on-site use of the Special Inspector, as well as all qualifying documentation, agreements, and requirements set forth between the City of Las Vegas Department of Building and Safety and the Consultant, the Consultant's subconsultants, and the individual professionals representing the Consultant. The work of the special inspector includes the observation of all testing required by the Building Department for the Project.

105.2 The scope of work also includes all necessary work in providing the following reports, as required and acceptable to the appropriate City of Las Vegas regulatory authorities:

105.2.1 Final Grading Report(s), On and off site.
105.2.2 Pad Certification Report(s), and Pad Re-certification Report(s) as required.
105.2.3 R-Value Verification Report for off-site construction.
105.2.4 Select Backfill Letter for off-site trenching backfill material.

105.3 The Consultant does represent that they are an Approved Special Inspection Agency as qualified by the City of Las Vegas Department of Building and Safety, and that they will remain so during the term of this Agreement. If the Consultant is removed from this qualified list, or otherwise limited in performing their duties and responsibilities under this Agreement, the Consultant does hereby agree to subcontract their responsibilities to a properly qualified consultant at no additional cost to the City. The City shall have the right to approve any such subconsultant prior to their use.

ARTICLE 106: MATERIAL TESTING SCOPE OF WORK

106.1 **Material Testing Described in the Construction Contract Documents**. In addition to the material testing included in the Special Inspection Scope of Work SI-6 form and as otherwise required by the City of Las Vegas Department of Building and Safety, the Consultant shall provide the following material testing for the Project, each of which is more fully described in the Project Documents:

106.2 **Additional Testing NOT Described in the Construction Contract Documents**. In addition to the material testing more fully described in the Project Documents, the Consultant shall also provide the following additional material testing:

106.3 **Right-of-Way Material Testing.** For Work located in a public right-of-way, provide the following material testing:

106.3.1 References. The following references, as applicable, shall be used as standards for inspection work performed under this Agreement:

106.3.1.1 Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
106.3.1.2 Nevada Department of Transportation (NDOT) references (most current editions):
106.3.1.2.1 Road Design Division Manual, Parts 1 & 2.
106.3.1.2.2 Standard Specifications for Road and Bridget Construction (NDOT Silver book).
106.3.1.2.3 Standard Plans for Road and Bridge Construction.
106.3.1.2.4 Standard Construction Plan Symbols and Design Layout and Drafting Methods
106.3.1.2.5 Bridge Design and Procedures Manual
106.3.1.2.6 Nevada Work Zone Traffic Control Handbook
106.3.1.2.7 Design and Construction Standards for Wastewater Collection
106.3.1.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
106.3.1.4 Traffic Control Devices Handbook
106.3.1.5 Roadside Design Guide
106.3.1.6 American Society for Testing and Materials (ASTM)
106.3.1.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
106.3.1.8 Clark County Regional Flood Control District's Policies and Procedures.
106.3.1.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
106.3.1.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
106.3.1.11 American Concrete Institute (ACI)
106.3.1.12 The Asphalt Institute
106.3.1.13 Portland Cement Association (PCA)

106.3.2 General. The Consultant shall provide full service material testing, quality control testing, and field inspection during construction in accordance with the Contract Documents and this Agreement.

106.3.2.1 Field Testing
106.3.2.2 The Consultant will be responsible for providing field testing for soil, aggregate, concrete, and asphalt, required by the Contract Documents.
106.3.2.3 The Consultant will be responsible for reviewing and maintaining all field-testing data and reports for contract compliance.

106.3.2.4 Laboratory Testing
106.3.2.5 The Consultant will be responsible for providing laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.
106.3.2.6 The Consultant will be responsible for maintaining all source testing data and reports, including retesting of any and all failed tests.

106.3.2.7 Field Inspection
106.3.2.8 The Consultant will be responsible for providing qualified technician(s) to perform inspections as directed by the City's Representative. The field inspector(s) shall notify the City's Representative when establishing the time of arrival and departure from the job site. All reports will be provided in Expedition format, same version as the City is using.

106.3.3 Material Control Testing Requirements. The following requirements for material control are included herein as reference and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology and frequency.

106.3.4 Trench Backfill – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type

106.3.5 Subgrade Material – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2

106.3.6 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier
Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

106.3.7 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated:

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

106.3.8 Bituminous Pavement – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	ASTM D1559	1 per day
Maximum Theoretical Density	ASTM D2041	1 per day
Asphalt Content	ASTM D2172	2 per day
Aggregate Gradation	ASTM C136 & C117	2 per day

106.3.9 Relative Compaction Testing Requirements. The following requirements for Relative Compaction Testing are included herein as referenced and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests.

106.3.9.1 Trench Backfill – Backfill shall be tested as indicated:
106.3.9.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.
106.3.9.1.2 One test per lateral.
106.3.9.1.3 A minimum of two mainline tests between structures.

106.3.9.2 Structure Backfill – Backfill shall be tested as indicated:
106.3.9.2.1 One test per lift per structure or a minimum of one test per day.
106.3.9.2.2 A minimum of one test per structure.

106.3.9.3 Subgrade – Subgrade shall be tested as indicated:
106.3.9.3.1 One test per 300 to 500 lineal feet per lane (12' width) or a minimum of two tests per street.

106.3.9.4 Type II Aggregate Base – Aggregate base shall be tested as indicated:
106.3.9.4.1 One test per 300 to 500 lineal feet per lane (12' width) or a minimum of two tests per street.

106.3.9.5 Curb and Gutter – Aggregate base and subgrade shall be tested as indicated:
106.3.9.5.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two (2) per street.

106.3.9.6 Crossgutter – Aggregate base and subgrade shall be tested as indicated:
106.3.9.6.1 Two tests per complete crossgutter.

106.3.9.7 Sidewalk – Aggregate base and subgrade shall be tested as indicated:
106.3.9.7.1 One test per 500 lineal feet of sidewalk or a minimum of one (1) per street.

106.3.9.8 Driveways – Aggregate base and subgrade shall be tested as indicated:
106.3.9.8.1 Residential – one test per complete driveway.
106.3.9.8.2 Commercial/Alley – two tests per complete driveway.

106.3.9.9 Hot plantmix bituminous pavement – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:
106.3.9.9.1 A minimum of five locations per day.
106.3.9.9.2 A minimum of five cores per pavement day for Unit weight density and thickness determination.

106.3.10 Test Results Delivery Time

106.3.10.1 Soil Tests
106.3.10.1.1 The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in this Agreement. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.10.1.2 The Consultant shall retrieve samples from the project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.
106.3.10.1.3 The Consultant shall retrieve samples from the project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.
106.3.10.1.4 The Consultant shall retrieve samples from the project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the project site.
106.3.10.1.5 The Consultant shall retrieve samples from the project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.
106.3.10.1.6 The Consultant shall retrieve samples from the project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.
106.3.10.1.7 The Consultant shall retrieve samples from the project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the project site.

106.3.10.2 Concrete Tests
106.3.10.2.1 The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.10.2.2 The Consultant shall prepare a minimum of 4 test cylinders on the project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within 2 working days following each cylinder being tested.

106.3.10.3 Asphaltic Concrete Tests
106.3.10.3.1 The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.10.3.2 The Consultants shall retrieve samples from the project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.

106.3.10.3.3 The Consultant shall retrieve samples from the project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the project site.
106.3.10.3.4 The Consultant shall retrieve samples from the project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the project site.
106.3.10.3.5 The Consultant shall retrieve samples from the project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within _3_ working days following samples being retrieved from the project site.

ARTICLE 107: CONSULTANT REPORTING

107.1 In addition to the reports required by the material testing sections of the Project Documents and the daily, weekly, and final report requirements for Special Inspection requirements by the City of Las Vegas, Department of Building and Safety, the Consultant shall immediately report verbally and in writing to the City Construction Project Representative any:
107.1.1 Testing or inspection that fails specifications or requirements (non-conforming items).
107.1.2 Missed testing or inspections, including periodic inspections when continuous was required.
107.1.3 Testing where there is a reasonable doubt that the future test results may not meet the specifications.
107.1.4 Construction that proceeds without the required testing or inspection.
107.1.5 Construction that proceeds after uncorrected failed test results or doubtful future results.
107.1.6 Construction that is not in compliance with the Project Documents.
107.1.7 Structural failure or collapse.
107.1.8 Disciplinary actions taken by the Building Department against the Consultant or Contractor.
107.1.9 Daily reports shall note the following minimum information for the City's use on each report:
107.1.9.1 Whether inspection was Continuous or Periodic.
107.1.9.2 Time Beginning Inspection.
107.1.9.3 Time Ending Inspection.
107.1.9.4 Total Hours spent inspecting for the day.
107.1.9.5 List of Non-conforming Items not yet corrected, inspected, and approved at the end of the day.

ARTICLE 108: AUTHORITY

108.1 The Consultant does have the authority and is responsible for immediately rejecting delivered non-compliant materials, without prior consultation with the City should the City Representative be unavailable. Rejection shall be verbally to the Contractor with written confirmation to the Contractor and City.

108.2 The Consultant is not authorized to do any of the following:
108.2.1 To inspect or approve any work for which the building permit has not been issued;
108.2.2 To inspect or approve or otherwise authorize any work to commence before the Building Department has made the initial inspection;
108.2.3 To inspect or approve any work other than that for which they are specifically certified;
108.2.4 To accept alternative materials, structural changes, or revisions to plans without approval by the City and Building Department.
108.2.5 Any act or statement to the Contractor that leads the Contractor to claim a change in price or schedule.

108.3 The Consultant does not have authority over design revisions, construction document interpretations, construction means and methods, stop work notices, change orders, construction change directives, contractor payments or claims.

ARTICLE 109: RE-INSPECTION and RE-TESTING.

109.1 Re-inspection and re-testing services shall be considered Additional Services as provided for in this Agreement. The Additional Services requirement for pre-authorization in writing shall be waived for a re-inspection and re-testing if: 1) the re-inspection and re-testing is required by the Department of Building and Safety, and 2) it is not reasonable to require the pre-authorization without impacting the Project schedule, and 3) the Consultant provides itemized detailed records of the re-inspection and re-testing performed to the City and the Contractor within 24 hours of performing each service.

109.2 The Consultant agrees to cooperate with the Contractor in providing re-testing and re-inspection services as required by regulatory authorities and as requested by the Contractor, and to invoice the Contractor directly for such services no less frequently than monthly and at the same rates and conditions as the terms of this Agreement. Prior to providing each re-inspection and re-testing service, the Contractor shall sign a Consultant prepared notice stating that the re-inspection and re-testing is being performed at the request of the Contractor. If the Contractor refuses to sign any such notice or notes a disagreement on the notice along with the signature, the Consultant shall continue providing services as required by the "Continued Service" provisions of Exhibit "E", and should the disagreement be

resolved in accordance with the provisions of this Agreement in favor of the Consultant, the City shall make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. The City shall not be obligated to compensate the Consultant for such services if the re-inspection and re-testing service claim is invalid as defined herein.

109.3 The Consultant shall timely notify the City in writing should the Contractor fail to compensate the Consultant for any re-inspection and re-testing services, so that the City can make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. Should the Consultant fail to provide such notification of non-payment to the City the earlier of: 1) 60 days after providing the service, or 2) 30 days after Substantial Completion of the Project excepting those services performed after Substantial Completion, the claim for such service shall be invalid and no compensation shall be paid to the Consultant.

109.4 Re-inspection and re-testing claims shall also be invalid and no compensation shall be paid to the Consultant if one or more of the following events occur: 1) the Consultant fails to note the circumstances and reasons for each failure to obtain the Contractor's signature on the notice requesting service in their itemized detailed records of the re-inspection and re-testing, or 2) the Consultant fails to provide records on a daily "as performed" basis or in sufficient detail to evaluate the claim, or 3) the need for such service is caused in whole or part by the actions or inactions of the Consultant, or the Consultant's failure to fulfill their duties with the Department of Building and Safety, regardless of whether such duties or failure is specifically referenced by this Agreement, or 4) the Consultant fails to either gain pre-authorization in writing by the City or fails to meet the conditions for waiver of the pre-authorization as provided for herein.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as a prerequisite to payment for each service.

200.2 **Special Inspection.** Provide reports and other submittals as required by the Building Department. Provide one (1) duplicate copy concurrent with each Building Department submittals to the City Construction Project Representative, stamped, signed and dated by the licensed engineer of record.

200.3 **Material Testing.** Five (5) copies of any reports, stamped, signed and dated by the licensed engineer of record.

200.4 **Monthly Report.** The consultant shall submit monthly reports certifying that all sampling and testing procedures have been performed in accordance to accepted industry standards.

200.5 **Final Report** The Consultant shall submit a final report containing all test results.

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

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

200.8 **Certificates of Insurance**

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

300.2 Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

ARTICLE 301: SCHEDULE OF SERVICES

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

301.1.1 Subject to any limitations stated in the Consultant's proposal, the specified services shall be completed as the Project progresses and reports delivered to the City within Thirty (30) calendar days of the inspection and testing, barring circumstances beyond the Consultant's control that force a delay.

301.1.2 The Consultant shall respond to a request to perform an inspection or test within Twenty Four (24) Hours from the time the request is received from the City's Construction Project Representative.

301.2 The Consultant shall have in his possession a cellular phone and city phone numbers from which he may be contacted or may contact the City's Construction Project Representative while on-site.

301.3 The Consultant shall provide the required services until the Project is completed. Except as provided for in Paragraph 10.01 Suspension, additional compensation shall not be allowed should the completion date of the Project extend beyond the completion date anticipated.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $194,260.00. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

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

401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated March 25, 2011 based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement. The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	$184,260.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL NOT TO EXCEED COST	$184,260.00	

401.2 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Continued Service. If a fee cannot be negotiated for Additional Services required by the Department of Building and Safety, or some other disagreement arises between the parties to this Agreement, or other event occurs that threatens to disrupt the Project schedule, regardless of the causes, the Consultant agrees to act in the best interest of the Project and to timely perform services as may be required by the Department of Building and Safety, independent of any dispute or claim, which shall be resolved in accordance with the terms of this Agreement.

402.5 Records. The Consultant shall maintain and provide to the City itemized detailed records for each Additional Service including the names of personnel, date and hours worked, tasks completed, area of the Project under construction, scope of work on the SI-6 form as

appropriate to the service, whether the service required a special trip to the site or was performed in addition to already scheduled on-going work on the site, and other information as may reasonably be required by the City to properly evaluate the services performed. In addition, to evaluate Additional Services provided or claimed, the City may required the Consultant to provide this same level of detail for other work being performed by the Consultant concurrent with, adjacent to, or otherwise related to the Additional Services under consideration.

402.6 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$10,000	

GES
GEOTECHNICAL &
ENVIRONMENTAL
SERVICES, INC.

March 25, 2011
Revised May 6, 2011
Proposal No. 20112831C1r

Mr. Mark Potokar
City of Las Vegas
Department of Public Works
Office of Architectural Services
333 North Rancho Drive
Las Vegas, Nevada 89106

PROVIDING
- Geotechnical Engineering
- IAS Accredited Materials Testing & Observation
- AASHTO Accredited Testing Laboratory
- Environmental Engineering
- Drilling Services
- Ground Source Heat Exchange
- Thermal Conductivity Testing

RE: Revised Scope of Work and Estimated Fee for Construction Materials Testing and Observation, 500 South Main Street Parking Garage, Las Vegas, Nevada

Dear Mr. Potokar:

Geotechnical & Environmental Services, Inc. (GES) is pleased to present this revised scope of work and estimated fee for providing construction materials testing and observation services for the 500 South Main Street Parking Garage in downtown Las Vegas, Nevada. GES previously performed environmental and geotechnical services for this design-build project during 2009 and 2010 under a separate contract with the City of Las Vegas. Documents prepared during this time were included in bridging documents as part of the bid package for the project.

Project Description

Our understanding of the project is based on a review of the following documents:

- Geotechnical Evaluation Report prepared by GES dated December 18, 2009, GES Project No. 20082384E1
- Soil Management Plan prepared by GES dated October 6, 2010, GES Project No 20082384E1
- Geotechnical Engineering Report prepared by Terracon dated February 1, 2011, Terracon Project No. 64105043
- Soil Management Plan Addendum prepared by Terracon dated February 16, 2011, Terracon Project No. 64107092
- 50% Construction Documents – Review Set prepared by Walter P. Moore dated February 2011
- Primavera Project Schedule prepared by The Whiting-Turner Contracting Company, run date February 22, 2011
- City of Las Vegas Form SI-6 Scope of Work, APPL/Permit # 41439/185603, 185618, 185617, 185628, undated

The project will consist of the construction of a 650-space concrete parking garage structure that will have an at-grade level with 4 raised levels. The garage will have precast concrete structural members that will bolt together and be topped by a thin cast-in-place concrete slab for each of the raised levels. The at-grade level will include both concrete and asphalt concrete pavements in the driveway and parking areas. Concrete masonry screen over retaining walls will be constructed up to approximately

7 feet in height along the north and west perimeters of the at-grade level of the structure. The at-grade level of the parking garage will include an approximately 3,900 square foot retail area along Main Street and will be enclosed with masonry walls. Masonry walls will also enclose the elevators, equipment rooms, storage rooms, electrical rooms and trash enclosure. The parking garage will be supported on spread footings up to 17 feet square in size and between 24 and 39 inches thick, except footings for shear walls which will be up to 96 feet in length and up to approximately 6 feet thick. A future pedestrian bridge connecting the third story of the parking garage to the west side of the Union Pacific Railroad right-of-way and Symphony Park is not a part of this project.

Scope of Work

Our scope of work and estimated fee for providing testing and observation services during construction of the parking garage are based on the Statement of Special Inspections included on Sheet S1.02 of the 50% Construction Documents, the provided City of Las Vegas Form SI-6 and the project schedule provided by The Whiting Turner Contracting Company. In accordance with the referenced Statement of Special Inspections, special inspection should be performed in accordance with the 2006 International Building Code (IBC) for the following items: steel construction, concrete construction, masonry construction and soils. Observation and testing for pier foundations, sprayed fire-resistant materials, epoxy-set or expansion anchors, and smoke control systems are not anticipated to be performed by GES as part of the project and are not included in the following proposed scope of work and estimated fee. Our scope of work and estimated fee are broken into tasks and outlined below. Dependent upon a review by GES of the final construction documents, including project plans, specifications, City of Las Vegas Department of Building and Safety SI-6, construction schedule, geotechnical engineering report and addendums, our scope of work and estimated fee will be subject to change.

Excluded services include, but are not necessarily limited to: supervision or coordination of contractor's work; union or prevailing wages; observation and testing services of off-site improvements to Main Street; geotechnical exploration or evaluation; preparation or technical review of improvement plans; environmental sampling or testing of soils or groundwater; environmental site assessments; meetings; surveying; structural observation; architectural observation and inspections; permits; work plans; health and safety plans; standby time; progress reports; overtime defined as more than 8 hours on-site on weekdays; work on weekends or holidays; re-testing; and any other services not specifically listed in this proposal. Overtime services will be charged at 1.5 the standard hourly rates.

Geotechnical Consultation **$5,000**

GES will consult with and advise the City of Las Vegas on issues related to the findings, conclusions, and recommendations of the design-build project team's geotechnical study. GES will review the design-build project team's geotechnical and environmental reports and addendums, including geotechnical engineering reports and addendums and soil management plan addendum. GES will meet with City of Las Vegas staff regarding our opinions and the results of our review will be presented in a summary letter.

Earthwork **$42,130**

GES will provide approved special inspectors and field technicians to perform continuous observation and testing during structural fill placement within the parking garage envelope. For areas outside of the parking garage envelope, GES will perform periodic observations and testing of earthwork. Our field staffing for earthwork observation and testing is summarized below:

- Within the parking garage envelope: 8 hours on-site during 33 site visits to observe and test the density and moisture content of fill soils
- Outside the parking garage envelope: Up to 4 hours on-site during 15 site visits to observe and test the density and moisture content of fill soils

During earthwork observation and testing, GES will obtain up to 10 samples of structural fill materials and perform laboratory testing to evaluate whether materials satisfy the project structural fill recommendations. We anticipate performing the following laboratory tests on each sample:

- Sieve Analysis (ASTM D 6913)
- Atterberg Limit (ASTM D 4318)
- Modified Proctor (ASTM D 1557)
- Remolded Swell Potential (Section 1802.3.3 of the Southern Nevada Amendments to the 2006 IBC)
- Soluble Sulfate and Solubility (AWWA 3500-Na D, 4500E and 2540 C)

Trench Backfill **$6,295**

GES will provide field technicians to perform periodic observation and testing during placement of on-site and off-site trench backfill for the project. Our proposed field staffing for trench backfill sampling, observation and testing is summarized below:

- Up to 3 hours on-site during 15 site visits to observe and test the density and moisture content of trench backfill and to obtain samples for laboratory testing

During trench backfill, GES will obtain up to 2 samples of trench spoils and perform laboratory testing to evaluate whether materials satisfy the trench backfill recommendations. We anticipate performing the following laboratory tests on each sample:

- Sieve Analysis (ASTM D 6913)
- Atterberg Limit (ASTM D 4318)
- Modified Proctor (ASTM D 1557)
- Remolded Swell Potential (Section 1802.3.3 of the Southern Nevada Amendments to the 2006 IBC)
- Soluble Sulfate (AWWA 3500-Na D and 4500E)

Structural Concrete **$56,600**

GES will provide approved special inspectors and field technicians to perform sampling, observation and testing during placement of concrete for footings and slabs. Our proposed field staffing for structural concrete construction observation and testing is summarized below:

- Up to 8 hours on-site during 25 site visits to periodically observe reinforcing steel and formwork
- Up to 8 hours on-site during 25 site visits to observe and sample concrete placement for footings and slabs
- The slump, temperature and air content of concrete samples will be measured and recorded, and up to 50 sets of 4 cylindrical test specimens will be cast for compressive strength testing; one of the specimens will be tested after 7-days, two will be tested after 28-days, and the fourth will be held and tested if the two 28-day specimens do not make strength

Structural Masonry **$30,640**

GES will provide approved special inspectors to perform sampling, observation and testing during structural masonry construction. Our proposed field staffing for structural masonry observation and testing is summarized below:

- Up to 5 hours on-site during 17 site visits to periodically observe grout space, reinforcing steel, anchorages and connectors and sizes of structural masonry elements
- Up to 5 hours on-site during 17 site visits to observe and sample grout placement
- Up to 15 sets of masonry prisms constructed from the 8-inch CMU block, up to 35 sets of grout samples, and up to 5 sets of mortar samples will be tested for compressive strength

Structural Steel **$26,300**

GES will provide approved special inspectors to perform observation of structural steel placement and welding. We assume that the steel elements for the project will be fabricated by an approved fabricator and both periodic and continuous observation of structural steel and welding will be required. If the steel elements are not from an approved fabricator, continuous observation and field testing of all welds may be required which is not included in this scope of work and associated fees. Our proposed field staffing for observation of structural steel and welding is summarized below:

- Up to 8 hours on-site during 25 site visits to observe structural steel placement and welding

Asphaltic Concrete Pavement **$4,515**

GES will provide field technicians to perform sampling, observation and testing during and subsequent to the placement of asphalt for driveways and parking areas. Our proposed field staffing for asphalt pavement observation and testing is summarized below:

- Up to 3 hours on-site during 2 site visits to periodically observe placement of asphalt concrete in driveways and parking areas and to obtain samples
- Laboratory tests will be performed on up to 3 samples and will include oil content, gradation, Marshall stability, flow and unit weight, and Maximum Theoretical Density
- Up to 4 hours on-site during 1 site visit to obtain drilled cores from the in-place asphalt paving
- We will obtain up to 10 drilled cores from driveway and parking area asphalt pavement to measure thickness and relative density

Final Report **$2,780**

After the completion of our scope of work, GES will prepare a final report summarizing our observations and testing performed for the project and submit to the the City of Las Vegas Department of Building and Safety Development Services Center.

Contingency Fee **$10,000**

GES will perform additional services, as requested, in the event that supplemental services are needed outside of those listed above or if additional site visits are needed for those services listed above. These services will be billed on a time and materials basis in accordance with our current rates in effect for this project.

Coordination and Supervision **Inclusive**

GES will provide supervision of Special Inspectors and Field Technicians performing observation and testing at the project site by a Professional Engineer licensed in the State of Nevada. GES will coordinate site visits as requested through our dispatcher. We assume that we will be notified by the Contractor or Construction Manager at least 24 hours in advance for scheduling field observations and testing.

Estimated Fee

The services described above will be performed on a time-and-materials basis for an estimated fee of **$184,260 (One Hundred Eighty Four Thousand Two Hundred Sixty Dollars)**. Our incurred fees will be billed monthly on a time-and-materials basis. If the scope of services is changed or if the description of the project varies from what is presented herein, including the type, location, and size of improvements, the fees presented will be subject to renegotiation. If this proposal is acceptable as presented, we are prepared to begin as soon as we receive an executed Professional Service Agreement.

We appreciate the opportunity to provide our professional services. We hope to be able to meet with you and discuss the details of our services to be provided. Please feel free to contact our office at (702) 365-1001 if you have any questions or comments regarding this proposal.

Sincerely,
Geotechnical & Environmental Services, Inc.

Robert L. Thomsen, P.E.
Project Engineer

Daniel J. De Battista, P.E.
Engineering Manager

RLT:DJD:nd:ac

Encl: Fee Estimate

FEE SCHEDULE

Geotechnical Consultation				$	5,000.00
Earthwork					
Sr. Field Technician	33 trips@	9 hours/trip@	$90	$	26,730.00
Sr. Field Technician	15 trips@	4 hours/trip@	$90	$	5,400.00
Project Engineer		20 hours@	$155	$	3,100.00
Admin		8 hours@	$70	$	560.00
Sieve Analysis		10 tests @	$100	$	1,000.00
Plasticity Index		10 tests @	$100	$	1,000.00
Swell Test		10 tests @	$80	$	800.00
Sulfate Content with Solubilty		10 tests @	$75	$	750.00
Proctor		10 tests @	$150	$	1,500.00
Engineering Intern (Letter)		8 hours@	$105	$	840.00
Project Engineer (Letter)		2 hours@	$155	$	310.00
Admin (Letter)		2 hours@	$70	$	140.00
			Subtotal=	$	42,130.00
Trench Backfill Sampling & Testing					
Field Technician	15 trips@	4 hours/trip@	$70	$	4,200.00
Engineering Intern (Letter)		1 hours@	$105	$	105.00
Project Engineer		6 hours@	$155	$	930.00
Admin (Letter)		1 hours@	$70	$	70.00
Sieve Analysis		2 tests @	$100	$	200.00
Plasticity Index		2 tests @	$100	$	200.00
Swell Test		2 tests @	$80	$	160.00
Sulfate Content		2 tests @	$65	$	130.00
Proctor		2 tests @	$150	$	300.00
			Subtotal=	$	6,295.00
Concrete					
Field Technician (Reinf)	25 trips @	9 hours@	$110	$	24,750.00
Field Technician (Conc)	25 trips @	9 hours@	$110	$	24,750.00
Project Engineer		20 hours@	$155	$	3,100.00
Sets of 4 Cylinders		50 sets @	$80	$	4,000.00
			Subtotal=	$	56,600.00
Masonry					
Construction Inspector (reinf)	17 trips @	6 hours@	$110	$	11,220.00
Construction Inspector (grout)	17 trips@	6 hours/trip@	$110	$	11,220.00
Project Engineer		8 hours@	$155	$	1,240.00
Engineering Intern		2 hours@	$105	$	210.00
Prisms (8-inch, set of 3)		15 sets @	$330	$	4,950.00
Mortar Cylinder (set of 3)		5 sets @	$45	$	225.00
Grout Cylinders (set of 3)		35 sets @	$45	$	1,575.00
			Subtotal=	$	30,640.00

Steel and Welding					
Special Inspector	25 trips@	9 hours/trip@	$110	$	24,750.00
Project Engineer		10 hours@	$155	$	1,550.00
			Subtotal=	$	26,300.00
On-Site Asphalt Sampling					
Field Technician (sampling)	2 trips@	4 hours/trip@	$90	$	720.00
Extraction and Gradation		3 tests @	$300	$	900.00
Marshall Stability, Flow and Compaction		3 tests @	$195	$	585.00
Rice Unit Weight		3 tests @	$90	$	270.00
Field Technician (asphalt coring)	1 trips@	5 hours/trip@	$90	$	450.00
Unit Weight and thickness of Asphalt Cores		10 cores@	$55	$	550.00
Project Engineer		4 hours@	$155	$	620.00
Engineering Intern		4 hours@	$105	$	420.00
			Subtotal=	$	4,515.00
Final Report					
Engineering Intern (Letter)		12 hours@	$105	$	1,260.00
Project Engineer (Letter)		8 hours@	$155	$	1,240.00
Admin (Letter)		4 hours@	$70	$	280.00
			Subtotal=	$	2,780.00
Contingency Fee				$	10,000.00
		GRAND TOTAL =		$	184,260.00

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION		
Project Manager	$155.00	Per Hour
Construction Coordinator	$105.00	Per Hour
Inspector I	$70.00	Per Hour
Inspector II	$90.00	Per Hour
Inspector III	$110.00	Per Hour
Document Control	$70.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement.			$0
			$0
			$0

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: John O'Connell

600.2 CONSTRUCTION PROJECT REPRESENTATIVE: Russell Coleman

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Daniel J. DeBattista, P.E

601.1.2 PROJECT MANAGER: TBD

601.1.3 TECHNICIAN/CADD: TBD

601.1.4 CLERICAL: TBD

601.1.5 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Daniel J. DeBattista, P.E.

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

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

602.1.1 None.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Geotechnical & Environmental Services, Inc. (GES) Address: 7150 Placid Street Las Vegas, NV 89119 Telephone: 702-365-1001 EIN: 88-0289362	Special Inspections & Materials Testing for 500 S. Main Street Parking Garage RFP#

Block 3 — *Type of Business*

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gregory P. DeSart/President	7150 Placid St. LV, NV, 89119	(702) 365-1001

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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

Daniel J. DeBattista

Name

Engineering Program Manager

April 25, 2011

Date

Subscribed and sworn to before me this 25th day of April, 2011

Shawna DeSart

Notary Public

SHAWNA DESART
Notary Public State of Nevada
No. 03-80480-1
My Appt. Exp. June 26, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of award of Contract No. 110219-CW, Public Attorney Services for Indigent Defendants - Department of Municipal Court - Award recommended to: THE KICE LAW GROUP, LLC ($166,800 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $166,800
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for public attorney services for indigent defendants for one of six Municipal Court Departments and will replace Contract No. 110091-CW awarded to Almase Law Group due to Heidi Almase's election as Judge for Municipal Court Department 3. The Kice Law Group, LLC was selected through a competitive Request for Proposals process.

PCC: C. White
POC: Stephanie B. Kice - (702) 401-9115

RECOMMENDATION:
That City Council approve Contract No. 110219-CW, Public Attorney Services for Indigent Defendants to The Kice Law Group, LLC from the date of award through June 30, 2013 at $6,825 per month plus a contingency of $3,000 for investigative expenses with one two-year option to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 110219-CW
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR PUBLIC ATTORNEY SERVICES FOR THE CITY OF LAS VEGAS MUNICIPAL COURT

THIS CONTRACT is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and the KICE LAW GROUP, LLC, (a Nevada Limited Liability Company (hereinafter the "Company") having its principal office located at 530 S. Eighth Street, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is the Public Attorney Services for Indigent Defendants for Municipal Court Department Five located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) "*Alternate Public Attorney*" means the individual retained by the Public Attorney, performing services in connection with the criminal defense of indigent defendants, under the supervision of the Public Attorney, possessing the same qualifications and experience as the Public Attorney, and subject to the same standards and accountability. Alternate Public Attorneys are included whenever the term Public Attorney/Company is used unless the use of Public Attorney/Company suggests otherwise.

(b) *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.

(c) *"City"* means the City of Las Vegas.

(d) *"City Council"* means the governing body of the City of Las Vegas.

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

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

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

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

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

(j) *"Indigent Defendant"* means an individual with all gross income less than the Poverty Guidelines defined in Attachment 3.

(k) *"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.

(l) "*Public Attorney*" means an individual employed by the Company who is primarily responsible on behalf of the Company for the performance of the indigent defendant services required herein.

B-2 Contract Type

The Contract type is Firm Fixed Price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

Item No.	Description	Amount
1	Retainer for Public Attorney Services	$6,825 per department, per month
2	Reimbursable Expenses, if authorized	Pursuant to NRS 7.135

Reimbursable Expenses: Pursuant to the application procedure and limitations set forth in NRS 7.135 and 7.145, the Public Attorney is entitled to be reimbursed for reasonably incurred expenses for investigative, expert or other services as may be necessary for an adequate defense. In order to be eligible for reimbursement, written approval from the Municipal Court Judge is required prior to incurring such expenses.

B-4 Invoices

(a) The Company shall be paid the Retainer amount specified in B-3 above without the requirement for invoice submittal to the City. If Reimbursable expenses are authorized by the Municipal Court Judge, the request for reimbursement shall be submitted on an invoice to the City pursuant to NRS 7.145. The invoice must be supported by a sworn statement specifying the time expended in court, the services rendered out of court and the time expended therein, the expenses incurred while the case was pending and the compensation and reimbursement applied for or received in the same case from any other source. In addition, all invoices should identify the following items:

(i) the date of the invoice; and

(ii) the associated purchase order number

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

Department of 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 original invoice to the City's Contract Administrator identified in Paragraph D-2 (Contract Administrator/Company Representative).

B-5 Performance Period

(a) The performance period commences from July 1, 2011 and continues through June 30, 2013, unless extended through mutual agreement by both parties.

(b) The Contract is renewable, upon mutual consent, for one (1) additional two (2) year period. The City shall give the Public Attorney 90 (ninety) days notice of intent to renew the Contract. The Public Attorney shall give the Contract Administrator at least 120 (one hundred twenty) days notice of intent not to renew the Contract. If the Public Attorney desires to terminate the Agreement during its term, it is agreed that written notice of that intent shall be given at the earliest possible time, to facilitate transition of Indigent Defendant representation. Failure of the Public Attorney to give ninety days written notice of termination, or of the Public Attorney's decision not to renew the Contract, which would require additional expense to the City for replacement attorneys, empowers the City to adjust the Public Attorney's compensation for prior services accordingly.

SECTION C – Statement of Work

C-1 Scope of Services

(a) The Public Attorney shall, upon determination of Indigent status eligibility, perform services in connection with the criminal defense of indigent defendants assigned by the courts exercising jurisdiction in the City of Las Vegas. The Public Attorney shall comply with all Nevada Supreme Court Orders and Performance Standards relative to the representation of the Indigent Defendants.

(b) In those cases to which the Public Attorney is assigned, such Attorney shall provide the necessary criminal investigations, trial preparation and defense so as to provide full professional defense of such cases and as required shall include, but not be limited to, interviews with advice to indigent defendants and witnesses, the performance of legal research, the interpretation and application of laws, court decisions and legal point and authorities for the use and preparation of cases, contacting agencies regarding the collection of facts and evidence, attendance at arraignments, pre-trial hearings, the conduct of trials, the necessary filing and prosecution of appeals from the assigned department, the attendance at sentencing, and communication with Alternative Sentencing and Education concerning counseling.

(c) The Public Attorney shall render professional services in complete compliance with the Nevada Rules of Professional Conduct. Further, the Public Attorney shall provide a level of representation demonstrating the same level of competency, diligence and fidelity to the Indigent Defendant as would be expected of an attorney in a private criminal defense practice. The sufficiency of the Public Attorney communication with the Indigent Defendant will be evaluated by the same standards.

(d) Until released as counsel of record, the Public Attorney shall be obligated to conclude all cases assigned to him/her including sentencing, modifications/clarifications and remands even if such case or cases shall extend beyond the time period of this contract and Public Attorney shall do so within the compensation amount established in Section B-3 of the contract.

(e) The Public Attorney shall adhere to the Court's procedures for determination of the initial and continuing financial eligibility of Indigent Defendants for appointed representation. If the Public Attorney becomes aware that false information regarding eligibility has been submitted or that a subsequent change in an Indigent Defendant's financial circumstance would make reconsideration of the appointment appropriate, the Public Attorney shall be obliged to recommend that further financial suitability review be conducted.

(f) Until released as counsel of record, the Public Attorney shall maintain an independent file for each Indigent Defendant appointed. All such files must be maintained for a period of seven years following termination of representation, unless transferred to subsequent Public Attorney, following the final disposition of that case. Indigent Defendant access to the Public Attorney's file shall be in compliance with the standards for private representation of clients. All original files shall be promptly surrendered to the Court Administrator in the event the contract for Public Attorney services is terminated by the Public Attorney, by the City, or by an event of non-renewal of the contract.

(g) The Public Attorney shall provide traffic court rotation coverage. The Public Attorney(s) selected to perform services in accordance with the Municipal Court Department defined herein shall provide duties related to traffic court on a rotational basis and as such, shall be on-call when serving in this capacity during the rotation period.

(h) The Public Attorney shall submit a monthly report, using Attachment 5, to the Contract Administrator by the 5th of the month following performance of the services for the previous calendar month. The report shall indicated the Department assigned, the court calendar dates, the Attorney name performing Public Attorney services on the court calendar dates, and other pertinent information.

(i) The Public Attorney is obligated to notify the Contract Administrator via Attachment 4 of any additions and/or deletions of Alternate Public Attorneys no later than 5 business days after first date of providing Public Attorney services or no later than 5 days after the last date of service. All such additions are subject to approval by the City. All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(j) All Public Attorneys and Alternate Public Attorneys are required to submit their fingerprints within thirty (30) days of approval for a background check. The fingerprint submission must be done at the City of Las Vegas Human Resources Department. Appointments will be arranged through the Contract Administrator.

(k) Additional requirements shall apply to the specific Judicial Department(s) subject to modification by the court upon consultation with the Public Attorney.

C-2 Deliverables

The Company shall submit a monthly report, Attachment 5 "PUBLIC ATTORNEY (PA) MONTHLY REPORT FORM", to the Contract Administrator

SECTION D – Special Clauses

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

(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:	The Kice Law Group, LLC Attn. Stephanie B. Kice 530 S. Eighth Street Las Vegas, Nevada 89101 Fax: (702) 973-9450

(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 purposes of this Contract, legal notice shall be required for all matters involving changes in the scope of services, contract terms, 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 Contract Administrator or the Company Representative, as appropriate.

D-2 Contract Administrator/Company Representative [CAO-7/24/08]

(a) The City designates Brian Knudsen, Administrative Officer, as the Contract Administrator for this Contract. The City will provide written notice to the Company, should there be a subsequent Contract Administrator change. The Contract Administrator 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 Contract Administrator is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Stephanie B. Kice 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 Private Criminal and Civil Practice of Law

In addition to the services defined in this contract, the Public Attorney is entitled to maintain a private criminal and civil practice of law, with two limitations. First, the Public Attorney is obliged to limit the volume of his private practice to the extent necessary to adequately perform these contract services. Second, the Public Attorney must decline representation of any client when such representation would present a conflict with the contract services rendered by the City. The City may waive potential conflicts of interest known to the Public Attorney only when the Public Attorney has presented a written description of all relevant factors to the Contract Administrator and received written authorization from the Municipal Court Judge to continue the representation in question.

D-4 Warranty – Services [CAO-7/24/08] **R**

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

D-5 Notice of Disciplinary Action

The Public Attorney is further obligated to promptly forward to the Contract Administrator any notice of disciplinary sanction served by the State Bar of Nevada upon the Public Attorney. Further, the Public Attorney must promptly forward any notice of resolution of such disciplinary actions to the Contract Administrator and make a status report on any disciplinary action upon request by the Contract Administrator and provide a monthly status report on any disciplinary action until resolution.

D-6 License to Practice Law

The Public Attorney must, at all times, maintain in good standing a license to practice law in Nevada which authorizes the Public Attorney to appear on behalf of the Indigent Defendants assigned by the City in the City's Municipal Court, the Eighth Judicial District Court and the Nevada Supreme Court. The Public Attorney is obligated to immediately inform the Contract Administrator of any limitation, suspension or revocation of the necessary licensure status.

D-7 Employment of Governmental Attorneys

The Company hereby acknowledges that pursuant to NRS 7.105, the Attorney General and every city attorney, district attorney, and the deputies and assistants of each, hired or elected to prosecute persons charged with the violation of any ordinance of any law of this state, shall not during their term in office or during the time they are so employed, accept an appointment to defend, agree to defend or undertake the defense of any person charged with the violation of any ordinance or law of this state, which includes working as a Public Attorney or Alternate Public Attorney and performing the services required herein.

If, in performing the services required under this Contract, the Company intends to hire an attorney who at the time of the execution of this Contract is employed by the Attorney General of the State of Nevada, or any District Attorney or City Attorney within this state, the Company shall not allow such attorney to perform any of the services required herein until that person is no longer employed by the Attorney General, District Attorney or City Attorney, whichever is applicable.

D-8 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company and the Public Attorney shall maintain in good standing 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-9 Order of Precedence [CAO-7/24/08]

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

D-10 SCOPE Information

Regarding Shared Computer Operations for Protection and Enforcement system (SCOPE):

(a) The Public Attorney is not authorized to, and shall not, disseminate the information to any other party in any manner, orally or in written form (NRS 179A.110);

(b) Failure to adhere to the terms and/or conditions as set forth above could result in the discontinuation of the availability of criminal histories, termination of the Contract and/or prosecution.

SECTION E – General Clauses

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

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

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

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

E-2 Termination for Convenience [CAO-7/24/08] R

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 the current month Retainer for the services and current month Reimbursable Expenses authorized by the Municipal Court Judge.

E-3 Termination for Default [CAO-11/9/09] R

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

(i) Perform the services under Section C (Statement of Work), including delivering any required documentation within the time specified in this Contract or any extension; or

(ii) Perform any of the other provisions of this Contract; or

(iii) Provide a Alternate Public Attorney in case of absence of scheduled Public Attorney; or

(iv) Remain free of violations of the Rules of Professional Conduct and/or disciplinary sanctions as set forth in SCR 102(1) – (7) inclusive.

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

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

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

(g) 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, fail to comply with statutes involving health or safety or fail to have an Alternate Public Attorney appear in the absence of the assigned Public Attorney.

E-4 Insurance [CAO-1/12/09] R

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 in lieu of providing said insurance.

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

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(iv) Professional Liability Insurance of limits no less than $500,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

Submit certificates of insurance to:

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

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

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

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

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

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

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

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

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

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

E-5 Indemnification [CAO-7/24/08]

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

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

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

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

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

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

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

E-8 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-9 Audit of Records [CAO-8/5/08]

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

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

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

E-10 Independent Contractor [CAO-7/24/08]

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

E-11 Severability [CAO-7/24/08]

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

E-12 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-13 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-14 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

E-15 Conflict of Interest (City Officials) [CAO-7/24/08]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-16 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-17 Confidentiality – City Information [CAO-7/24/08]

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

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

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

E-18 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-19 Limitation of Funding [CAO-7/24/08]

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

E-20 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

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

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

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

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

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

E-21 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-15(c)]	[ ]	2
Attachment 2	Affidavit – Declaration of Sole Proprietor	[ ]	1
Attachment 3	Las Vegas Municipal Court Declaration and Application for Court-Appointed Counsel	12/08	2
Attachment 4	Additions and/or Deletions to Alternate Public Attorney Information	12/08	1
Attachment 5	Public Attorney (PA) Monthly Report Form	12/08	1

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-8-11
Deputy City Attorney Date

THE KICE LAW GROUP, LLC

Stephanie B. Kice, Manager

"Company"

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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**
The Kice Law Group
Name 330 S. Eighth St. LVNV 89101
Address 702-401-9415
Telephone
EIN or DUNS E0950082009-3

Block 2 **Description**
Subject Matter of Contract/Agreement City of Las Vegas Public Attorney contract for Municipal Court.
Contract No. RFP No. 110025-CW

Block 3 **Type of Business**

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

ATTACHMENT 1

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.	Stephanie B. Kice (Manager) 100%	530 S. Eighth St. LV, NV 89101	702-401-9115
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

10/4/10
Date

Subscribed and sworn to before me this 4th day of September 2010

Notary Public

CYNTHIA PEINADO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-14-2013
Certificate No: 09-10953-1

ATTACHMENT 2 – AFFIDAVIT - DECLARATION OF SOLE PROPRIETOR

AFFIDAVIT

I, _____, on behalf of myself or my Company, _____, being duly sworn, depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as Contract No. _____ / entitled _____;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release the City of Las Vegas from all liability associated with claims made against me and my Instructor, in the performance of this contract, that related to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, 2010.

Signature_____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 2011, by_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

ATTACHMENT 3

LAS VEGAS MUNICIPAL COURT

DECLARATION AND APPLICATION FOR COURT-APPOINTED COUNSEL

Case/History No._____

YOUR NAME: _____Social Security Number _____-____-_____

YOUR ADDRESS: _____
Where you live?

_____
City/State/Zip Code

HOME PHONE (____) _____ CELL PHONE (____) _____

WORK PHONE (___) _____

Do you live in Public Housing? _____ Are you serving a jail sentence? _____

PERSONAL INFORMATION

Number of children, dependants or others you are legally responsible for living in your home: _____

Where do you work? _____

How much do you make monthly before taxes and anything else is taken out of your pay check: $_____

Other monthly Income (Wife/Husband, Partner, Co-habitant, other): _____

I and/or my family are currently receiving the following:

AFDC ☐ Unemployment ☐ Worker's Comp ☐ Food Stamps ☐ SSI ☐ Medicaid ☐

Other Public Assistance (Type) _____

I, _____, am saying that I cannot afford to hire an attorney. If a crime is charged against me and the City Attorney is seeking for me to serve time in jail and I cannot afford to hire an attorney, the court may appoint an attorney only under certain circumstances.

I have given the above information to see if an attorney can be appointed by the court to represent me in court. I understand that this information may be used to see if I can pay for an attorney to represent me in court. I am giving my permission to contact any credit bureau, review my credit report from any credit bureau, investigative agency or any other source. I authorize the Las Vegas Municipal Court to verify any statements made and information provided and obtain any other information needed. I declare under penalty of perjury that the information that has been given is true and correct. I understand that I might have to pay back all or a part of the attorney fees if it is found that I can pay.

_____
SIGN YOUR NAME Date

DETERMINATION OF INDIGENCE

1. Defendant not in custody:

   (a) The defendant appears in the courtroom, is facing jail time and states that they cannot afford legal counsel for their defense.

   (b) The defendant completes the Declaration, and the Public Attorney determines from the Declaration that the defendant qualifies under the Presumptive Threshold Standard as established by Nevada Supreme Court ADKT #411, accepts the case and represents the defendant.

   (c) If the Public Attorney requests a more rigorous screening, the completed Declaration is forwarded within 2 business days by the Public Attorney to the Las Vegas Municipal Court Judicial Enforcement Unit (JEU) for processing.

   (d) If the defendant disputes a finding of non-qualification for indigent status and court appointed counsel, or the Declaration has discretionary aspects that cannot be resolved by a more rigorous review,

   (e) The case may be continued for a hearing or other action as determined by the court.

2. Defendant in custody:

   (a) Defendants are presumed to be indigent if they are in custody.

2008 HHS POVERTY GUIDELINES

Persons in Family or Household	Federal Poverty Guidelines[1]	Poverty Guidelines at 200% *(Presumptive Threshold as established by ADKT #411)*[2]
1	$10,400	$20,800
2	$14,000	$28,000
3	$17,600	$35,200
4	$21,200	$42,400
5	$24,800	$49,600
6	$28,400	$56,800
7	$32,000	$64,000
8	$35,600	$71,200
For each additional person, add	$3,600	$7,200

SOURCE: *Federal Register,* Vol. 73, No. 15, January 23, 2008, pp.3971-3972

[1] **Note: The Federal Poverty guidelines are recalculated and published annually.**
[2] **A defendant is considered indigent if all gross income is less than the Presumptive Threshold as established by Nevada Supreme Court ADKT #411 at 200% of the Federal Poverty Guidelines.**

ATTACHMENT 4
ADDITIONS AND/OR DELETIONS
ALTERNATE PUBLIC ATTORNEY (PA) INFORMATION
(Confidential)

LIST INDIVIDUALS TO BE PROPOSED OR DELETED AS ALTERNATE PUBLIC ATTORNEYS
NO LATER THAN 5 BUSINESS DAYS AFTER FIRST DATE OF SERVICE
OR NO LATER THAN 5 DAYS AFTER THE LAST DATE OF SERVICE

ALTERNATE PA NAME AND AKA (Other Names Used)	*DESIGNATE NEW OR DELETION*	*SOCIAL SECURITY OR DRIVERS LICENSE NUMBER**	*DATE OF BIRTH*	*NEVADA BAR NUMBER*	*INCLUDE BIOGRAPHIC DATA FORM **OF ATTORNEY BEING PROPOSED*	*INCLUDE RESUME OF ATTORNEY BEING PROPOSED*

Indicate on Attachment 4 the Municipal Court Department(s) in which the attorney either performed or is proposed to perform public attorney services. Proposed Alternate PA additions are subject to City approval.

***Privacy Act Notice**

General - This notice is provided pursuant to Public/ Law 93-579, Privacy Act of 1974, 5, U.S.C. Section 552a, for individuals supplying information to the City of Las Vegas in response to an Invitation to Bid (ITB) or a Request for Proposal (RFP) where key individuals may be required to consent to a background check.

Authority - Section 5301 of Title 5 of the U.S. Code authorizes collection of this information.

Purposes and Uses - The information becomes a part of the City of Las Vegas, Nevada's Human Resources' data base. The primary use of the information is to conduct background checks of key individuals. The information may be used in and disclosure may be made to (1) W-2 forms for transmittal to IRS and State and select local Governments; (3) Quarterly reports to IRS; and (4) Law enforcement. Data is aggregated to prepare various reports to OPM, the Treasury, and other agencies, but such reports do not include information by name or other identifying number of characteristics.

Effects of Nondisclosure - Failure to supply the information may result in not being awarded a contract to perform sensitive services.

**Attach biographical data forms pursuant to the Rules of Professional Conduct (RPC) 1.4(c) as amended October 22, 2008 and current resumes, which identify particular experience and/or skills that would be applicable to the services required for each attorney.

Fingerprint requirement to be completed within 30 days of the first date of Public Attorney service.

ATTACHMENT 5
PUBLIC ATTORNEY (PA) MONTHLY REPORT FORM

Department # or Traffic Court	Court Calendar Date	Name of PA or Alternate PA	Date fingerprint requirement completed (New PA or Alternate PA Only)	Comments/Other Pertinent Information

Exhibit A, Statement of Work, (#8): The Public Attorney shall submit a monthly report using Attachment 5 to the Contract Administrator by the 5th of the month following completion of the services for the previous calendar month. The report shall indicate the Department assigned, the court calendar dates, the Attorney name performing Public Attorney services on the court calendar dates, and other pertinent information.

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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"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.

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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.

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The Kice Law Group
Name 530 S. Eighth St. LV NV 89101
Address 702.401.9415
Telephone
EIN or DUNS E0450002009-3

Block 2 **Description**
Subject Matter of Contract/Agreement
City of Las Vegas Public Attorney contract for Municipal Court.

Contract No. RFP No. 110025-CW

Block 3 **Type of Business**

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

ATTACHMENT 1

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.

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1.	Stephanie B Kice (Manager) 100%	530 S. Eighth St. LV, NV 89101	702-401-9115
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4.			
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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

Stephanie B Kice
Name

10/4/10
Date

Subscribed and sworn to before me this 4th day of September 2010

Cynthia Peinado
Notary Public

CYNTHIA PEINADO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-14-2013
Certificate No: 09-10953-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a First Amendment to License Agreement and Memorandum of Agreement between the City of Las Vegas and T-Mobile West Corporation, a subsidiary of T-Mobile USA, Inc. for the wireless communications system located at 101 South Pavilion Center Drive, known as the Veterans Memorial Ball Fields ($500 additional revenue per month) - 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 and T-Mobile entered into a License Agreement for the installation of a wireless communications system on January 4, 2007. This Amendment will allow T-Mobile to sublet space within its Premises to Lightsquared Inc., pursuant to a separate sublease or license agreement between T-Mobile and Lightsquared. In consideration for the City's consent to sublease pursuant to this Amendment, T-Mobile shall pay to the City an additional $500 per month. The City agrees to execute a Memorandum of Agreement which details the terms of the Agreement and may be recorded.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. First Amendment to License Agreement
2. Memorandum of Agreement

Market: Las Vegas
Site Number: VG08372A
Site Name: Pavilion Center Dr

FIRST AMENDMENT TO LICENSE AGREEMENT/CELL TOWER PAVILION CENTER

THIS FIRST AMENDMENT TO LICENSE AGREEMENT/CELL TOWER PAVILION CENTER (this "First Amendment") is dated as of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("CLV"), and T-Mobile West Corporation, a Delaware corporation, as successor in interest to Omnipoint Communications, Inc., a Delaware corporation, a subsidiary of T-Mobile USA, Inc. ("T-Mobile"). CLV and T-Mobile are herein collectively referred to as the "Parties". Any capitalized terms used in this First Amendment shall, unless otherwise defined or the context otherwise requires, have the meaning given in the Agreement.

WHEREAS, the Parties (or, as applicable, their respective predecessors in interest) entered into that certain License Agreement/Cell Tower Pavilion Center dated January 4, 2007 (the "Agreement"), for the purpose of T-Mobile installing, operating, repairing and maintaining the Wireless Communications System on the Premises located at 101 South Pavilion Center Drive, Las Vegas, Nevada 89144 (APN 137-35-501-004); and

WHEREAS, the Parties desire to enter into this First Amendment for the purpose of allowing T-Mobile to sublet space within its Premises to LightSquared Inc., a Delaware corporation ("LightSquared"), pursuant to a separate sublease or license agreement between T-Mobile and LightSquared (the "LightSquared Sublease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLV and T-Mobile covenant and agree as follows:

1. **Consent to Sublease**. Notwithstanding anything to the contrary in the Agreement, CLV hereby approves and grants consent to T-Mobile to sublet portions of the Wireless Communications System and ground space within the Premises to LightSquared to locate, operate, maintain and repair its equipment on the Wireless Communication System and within the Premises. In addition, CLV hereby approves and grants consent to the modifications to the Wireless Communication System necessitated by the LightSquared Sublease, as further described on Exhibit 1 of this First Amendment. CLV further agrees that no separate ground lease between CLV and LightSquared will be required for any ground space within the Premises necessitated by the LightSquared Sublease.

2. **Colocation Fee.**

   a. In consideration for CLV's consent to sublease pursuant to this First Amendment, effective as of the rent commencement date of the LightSquared Sublease, T-Mobile shall pay to CLV, the amount of Five Hundred and 00/100 Dollars ($500.00) per month (the "LightSquared Colocation Fee"), prorated for any partial month. The LightSquared Colocation Fee shall increase in the same manner and at the same time as the adjustment for the Rental Fees, as provided in the Agreement, and shall be payable in advance, together with the Rental Fees.

   b. In the event of the expiration or early termination of the LightSquared Sublease, T-Mobile shall provide CLV with written notice of such change, and the LightSquared Colocation Fee shall end and no longer be owed, effective upon the date of expiration or early termination of the LightSquared Sublease. T-Mobile shall cause LightSquared to remove the equipment installed by LightSquared within thirty (30) days of the date of expiration or early

termination of the LightSquared Sublease and restore the Premises to its condition prior to the commencement date of the LightSquared Sublease, reasonable wear and tear excepted.

3. **Notices**. All notices, requests, demands and communications under the Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

CLV:	**T-Mobile:**
City of Las Vegas Real Estate Administrator 333 North Rancho Drive, 8th Floor Las Vegas, NV 89106	T-Mobile West Corporation 2625 South Plaza Drive, Suite 400 Tempe, AZ 85282 Attn: Property Management VG08372A With a copy to: Attn: Legal Department **With a copy to:** T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Administrator And with a copy to: Attn: Legal Department

4. **Miscellaneous**.

a. The unenforceability, invalidity or illegality of any provision of this First Amendment shall not render any other provision unenforceable, invalid or illegal.

b. All of the terms and conditions of this First Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

c. CLV agrees to cooperate with T-Mobile in executing any documents necessary to protect T-Mobile's rights in or use of the Premises. The Parties shall execute a Memorandum of Agreement in substantially the form attached hereto as Exhibit "F" and such Memorandum of Agreement may be recorded by T-Mobile.

d. This First Amendment may be executed in counterparts and any party may execute any counterpart, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

e. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.

f. Except as modified by this First Amendment, the terms and conditions of the Agreement remain unmodified and are in full force and effect.

Market: Las Vegas
Site Number: VG08372A
Site Name: Pavilion Center Dr

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

"CLV":

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla
DEPUTY CITY ATTORNEY
John S. Ridilla
Deputy City Attorney

"T-MOBILE":

T-Mobile West Corporation,
a Delaware corporation

By: _____

Print Name: Allan Tantillo

Title: Director – Tower Asset Management

Date: APR 2 6 2011

Market: Las Vegas
Site Number: VG08372A
Site Name: Pavilion Center Dr

CLV ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20_____, by _____.

(Notary Stamp)

_____
Signature of notarial officer

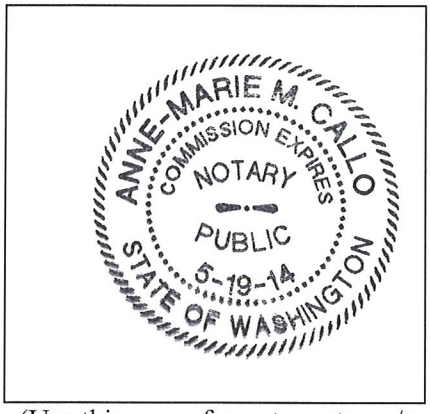
Market: Las Vegas
Site Number: VG08372A
Site Name: Pavilion Center Dr

T-MOBILE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Allan Tantillo** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Director - Tower Asset Management** of **T-Mobile West Corporation, a Delaware corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: APR 26 2011

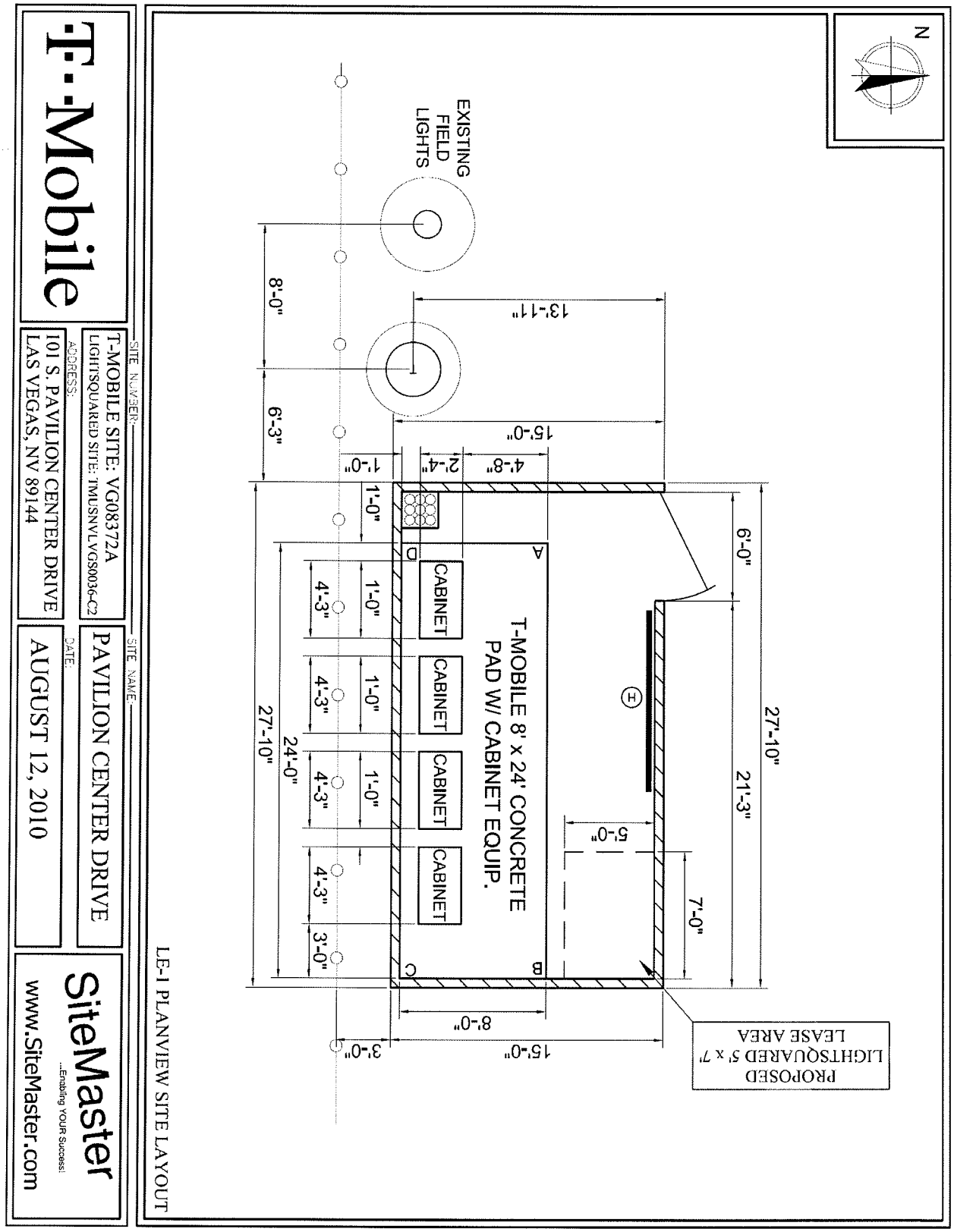


(Use this space for notary stamp/seal)

Anne-marie M Callo
Notary Public
Print Name Anne-Marie M. Callo
My commission expires 5-19-14

Market: Las Vegas
Site Number: VG08372A
Site Name: Pavilion Center Dr

EXHIBIT 1



Market: Las Vegas
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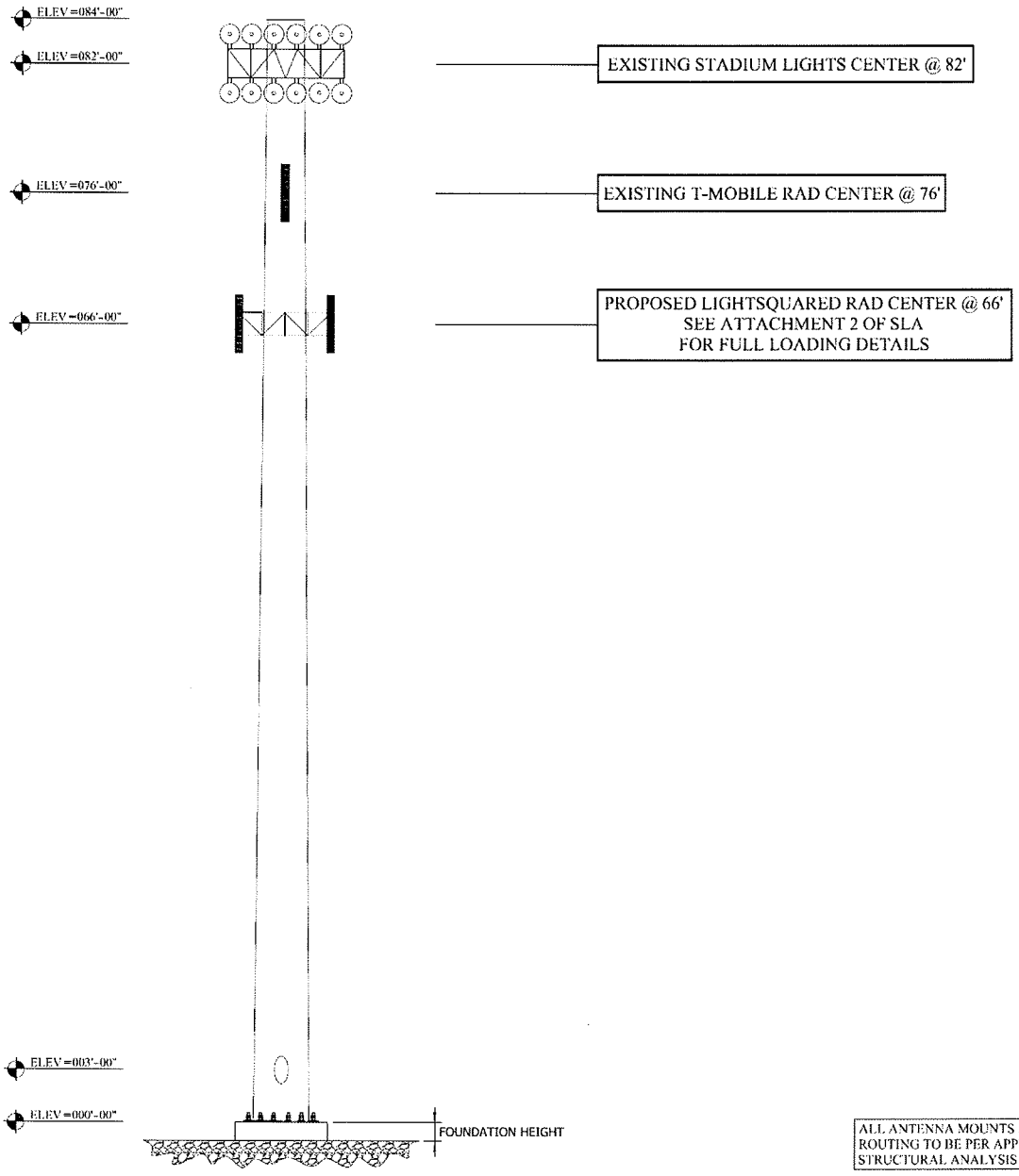
Site Name: Pavilion Center Dr



LE-2 TOWER ELEVATION

T-Mobile

SITEMASTER
Breaking Your Success
www.SiteMaster.com

SITE NUMBER:	TOWER TYPE:	STRUCTURE HEIGHT:
T-MOBILE SITE: VG08372A LIGHTSQUARED SITE: TMUSNVLVGS0036-C2	STEALTH POLE	84'-00"
SITE NAME:	ADDRESS:	FOUNDATION: 0'-00" / APPURTENANCE: 0'-00"
PAVILION CENTER DRIVE	101 S. PAVILION CENTER DR. LAS VEGAS, NV 89144	TOTAL HEIGHT:
INSPECTION DATE:	FCC NUMBER:	
08/12/10	NONE	84'-00"

Market: Las Vegas
Site Number: VG08372A
Site Name: Pavilion Center Dr

EXHIBIT "F"
is attached hereto

APN: 137-35-501-004

PREPARED BY:
Md7, LLC

WHEN RECORDED RETURN TO:

Michael Fraunces, President
10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("**Memorandum of Agreement**") is entered into effective as of _____, 20_____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("**CLV**"), whose mailing address for notices is Attn: Real Estate, 333 North Rancho Drive 8th Floor, Las Vegas, Nevada 89106, and T-Mobile West Corporation, a Delaware corporation, as successor in interest to Omnipoint Communications, Inc., a Delaware corporation, a subsidiary of T-Mobile USA, Inc. ("**T-Mobile**"), whose mailing address for notices is Attn: Lease Administrator and Legal Department, 2625 South Plaza Drive, Suite 400, Tempe, AZ 85282; with a copy to Attn: Lease Administrator and Attn: Legal Department, T-Mobile USA, Inc., 12920 South East 38th Street, Bellevue, WA 98006.

Whereas, CLV and T-Mobile are parties to that certain License Agreement/Cell Tower Pavilion Center dated January 4, 2007 (the "**Agreement**"), whereby CLV has leased and hereby leases to T-Mobile and T-Mobile has leased from CLV certain premises described therein, together with all other space and access and utility easements utilized by T-Mobile pursuant to the provisions of the Agreement (collectively the "**Premises**"), that are a portion of that certain real property located at 101 South Pavilion Center Drive, Las Vegas, NV 89144 ("**Property**") described on **Exhibit "A"** attached hereto and incorporated herein; and

Whereas, CLV and T-Mobile desire and hereby enter into this Memorandum of Agreement to provide constructive notice of the existence of the Agreement.

1. The Agreement commenced on May 1, 2007, and expires April 30, 2012, subject to the provisions of the Agreement.

2. T-Mobile has three (3) consecutive options to extend or renew the term of the Agreement, each for a period of five (5) years.

3. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement effective as of the date first written above.

"CLV"

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BEVERLY K. BRIDGES, CITY CLERK

APPROVED AS TO FORM:

By: John S. Ridilla

John S. Ridilla
Deputy City Attorney

"T-MOBILE":

T-Mobile West Corporation,
a Delaware corporation

By: _____

Print Name: Allan Tantillo

Title: Director – Tower Asset Management

Date: APR 2 6 2011

CLV ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20_____, by _____.

(Notary Stamp)

_____

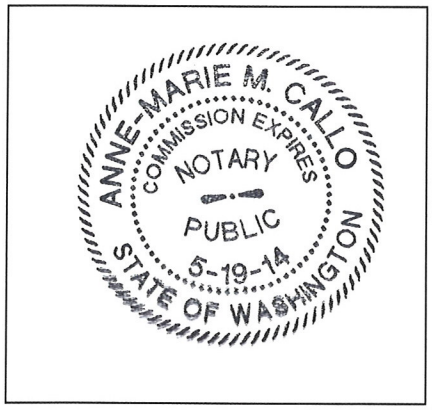
Signature of notarial officer

T-MOBILE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Allan Tantillo** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Director - Tower Asset Management** of **T-Mobile West Corporation, a Delaware corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: APR 26 2011



Notary Public Anne-Marie M. Callo
Print Name _____
My appointment expires 5-19-14

(Use this space for notary stamp/seal)

EXHIBIT "A"

PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 101 South Pavilion Center Drive, Las Vegas, NV 89144

APN: 137-35-501-004

Legal Description: That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

A PARCEL OF LAND LOCATED IN THE STATE OF NEVADA, COUNTY OF CLARK, WITH A SITUS ADDRESS OF 103 N PAVILION CENTER DR, LAS VEGAS NV 89144 CURRENTLY OWNED BY CITY OF LAS VEGAS HAVING A TAX ASSESSOR NUMBER OF 137-35-501-004 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS PARCEL MAP FILE 85 PAGE 97 LOT 3 PT N2 NE4 SEC 35 TWP 20 RGN 59 AND DESCRIBED IN DOCUMENT NUMBER 20910001666 DATED 08/23/2002 AND RECORDED 09/10/2002.

APN: 137-35-501-004	
PREPARED BY: Md7, LLC **WHEN RECORDED RETURN TO:** Michael Fraunces, President 10590 West Ocean Air Drive, Suite 300 San Diego, CA 92130	SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

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"CLV"

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BEVERLY K. BRIDGES, CITY CLERK

APPROVED AS TO FORM:

By: John S. Ridilla

John S. Ridilla
Deputy City Attorney

"T-MOBILE":

T-Mobile West Corporation,
a Delaware corporation

By: _____

Print Name: Allan Tantillo

Title: Director – Tower Asset Management

Date: APR 2 6 2011

CLV ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20_____, by _____.

(Notary Stamp)

_____

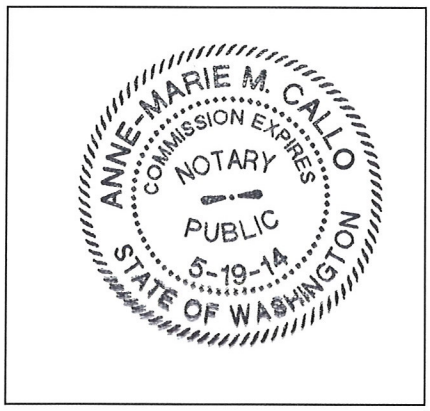
Signature of notarial officer

T-MOBILE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Allan Tantillo** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Director - Tower Asset Management** of **T-Mobile West Corporation, a Delaware corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: APR 26 2011



Anne-marie M Callo
Notary Public Anne-Marie M. Callo
Print Name _____
My appointment expires 5-19-14

(Use this space for notary stamp/seal)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Grant of a Temporary Construction Easement from Office District Parking I, Inc., to the City of Las Vegas with regard to the UPRR - Symphony Park Pedestrian Bridge Project, located northwest of the intersection of Bonneville Avenue and Main Street, APN 139-34-110-010 - Ward 5 (Barlow)

Fiscal Impact

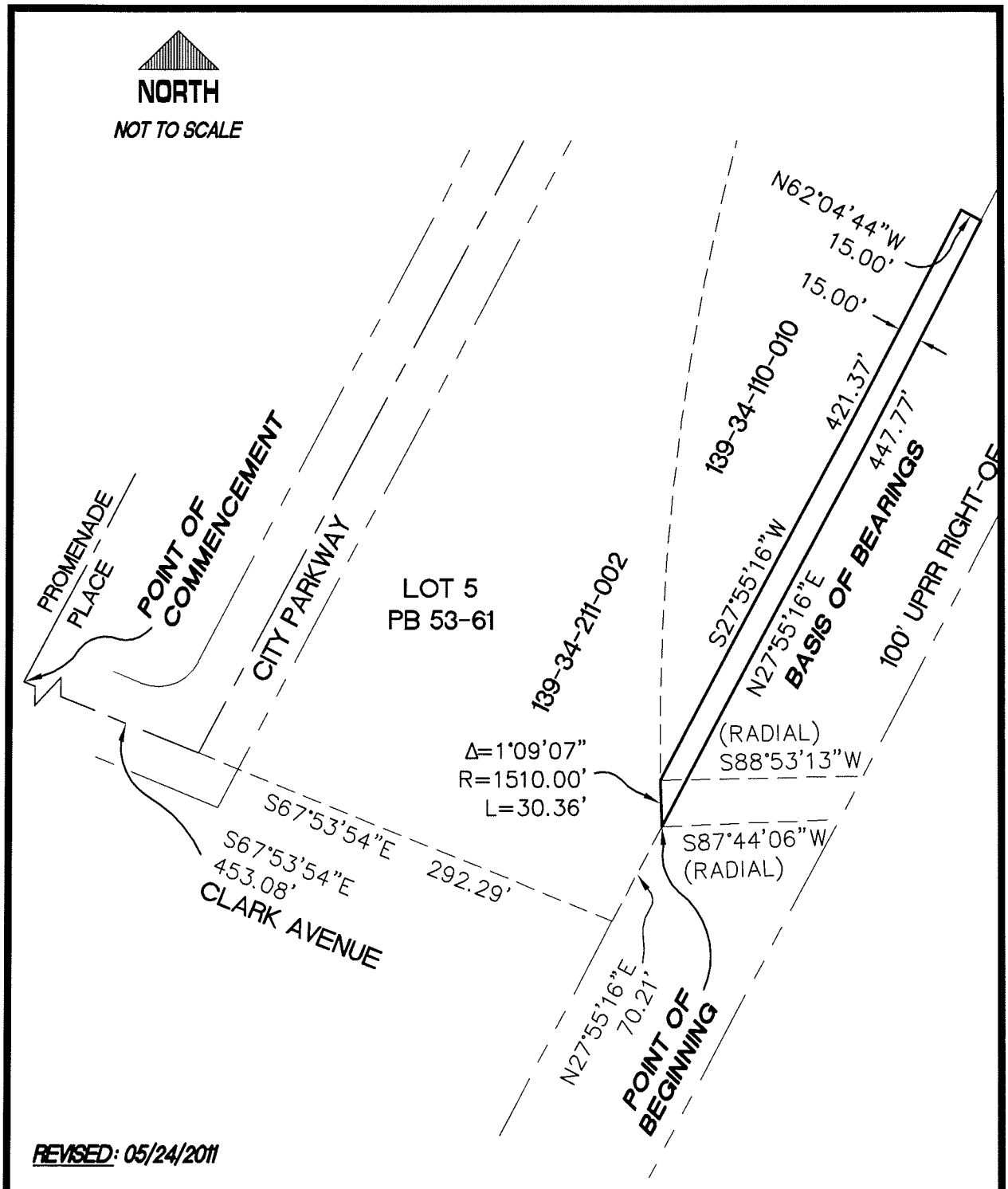
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
In the furtherance of the UPRR - Symphony Park Pedestrian Bridge Project, it shall be necessary to construct a pedestrian bridge over the Union Pacific Railroad (UPRR). The bridge will provide pedestrian access from the 500 South Main Street Parking Garage to the Symphony Park development, in particular the Smith Center for Performing Arts. This Temporary Construction Easement is necessary for the construction of temporary fencing in order to restrict access to the construction site. Approval of this item shall include any and all necessary agreements for the issuance of this easement.

Being a portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, City of Las Vegas, Clark County, Nevada.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Map Exhibit



REVISED: 05/24/2011

V:\1 SURVEYPROJECTS\1244\DWG\1244-01 LEGAL EXHIBIT - ODPI TEMP R1.DWG

DEPARTMENT OF PUBLIC WORKS SURVEY SECTION DATE: 03/29/2011 DRAWN BY: MK SHEET: 1 OF 1	SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION SECTION 34, TOWNSHIP 20 S, RANGE 61 E, M.D.M.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Grant of a Permanent Easement, a Permanent Aerial Easement, and a Temporary Construction Easement from City Parkway V, Inc., to the City of Las Vegas, with regard to the UPRR - Symphony Park Pedestrian Bridge Project, located northwest of the intersection of Bonneville Avenue and Main Street, APN 139-34-211-002 - Ward 5 (Barlow)

Fiscal Impact

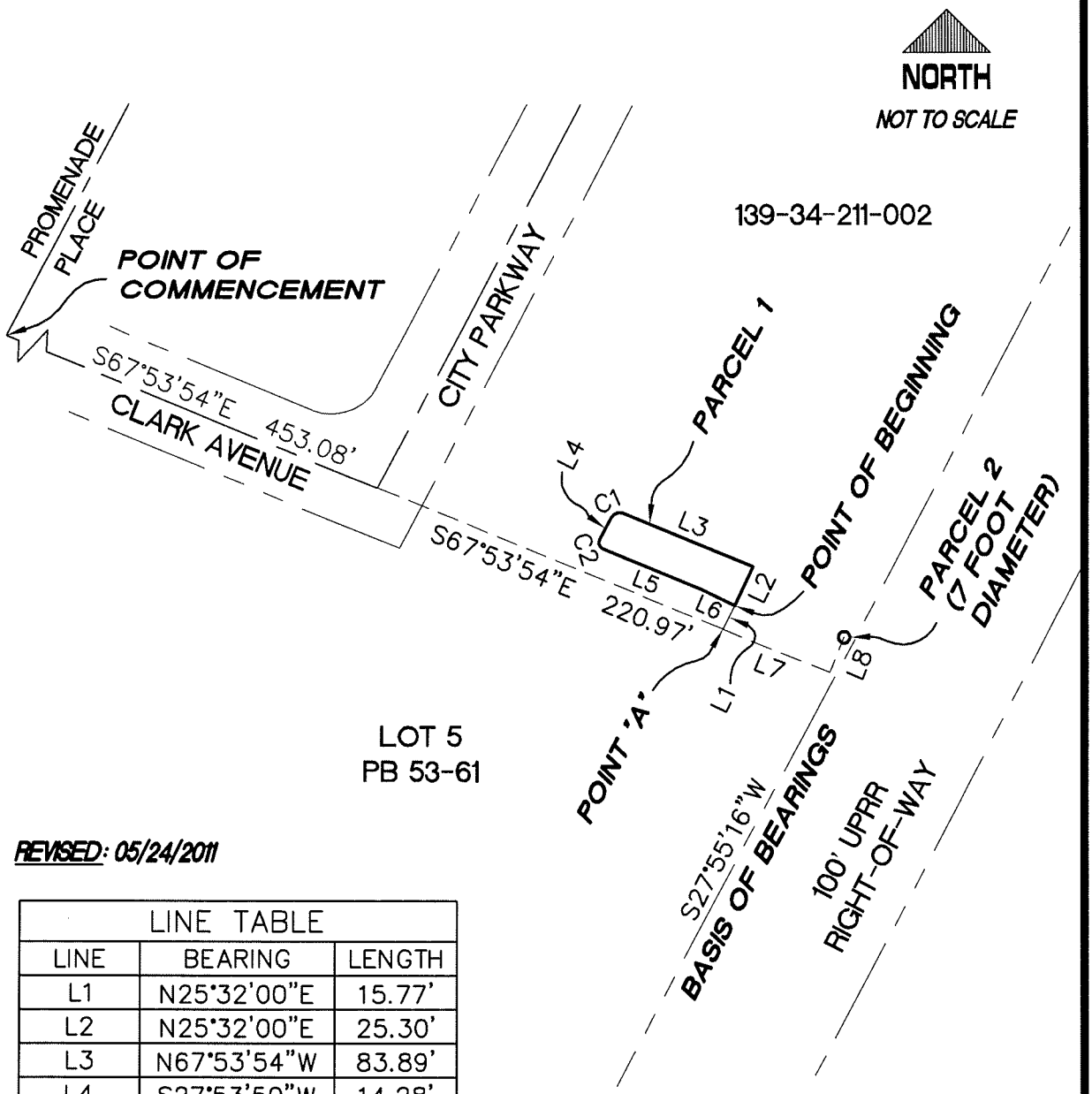
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
In the furtherance of the UPRR - Symphony Park Pedestrian Bridge Project, it shall be necessary to construct a pedestrian bridge over the Union Pacific Railroad (UPRR). The bridge will provide pedestrian access from the 500 South Main Street Parking Garage to the Symphony Park development, in particular the Smith Center for Performing Arts. The western touchdown area for the pedestrian bridge will be in a parcel of land owned by City Parkway V, Inc. Thus, these easements will be necessary for the construction and use of the pedestrian bridge. Approval of this item shall include any and all necessary agreements in conjunction with the issuance of these easements.

Being a portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, City of Las Vegas, Clark County, Nevada.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Map Exhibit for Permanent Easement
2. Map Exhibit for Permanent Aerial Easement
3. Map Exhibit for Temporary Construction Easement



REVISED: 05/24/2011

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°32'00"E	15.77'
L2	N25°32'00"E	25.30'
L3	N67°53'54"W	83.89'
L4	S27°53'50"W	14.28'
L5	S67°54'27"E	62.94'
L6	S64°28'00"E	22.08'
L7	S67°53'54"E	67.17'
L8	N22°06'06"E	22.29'

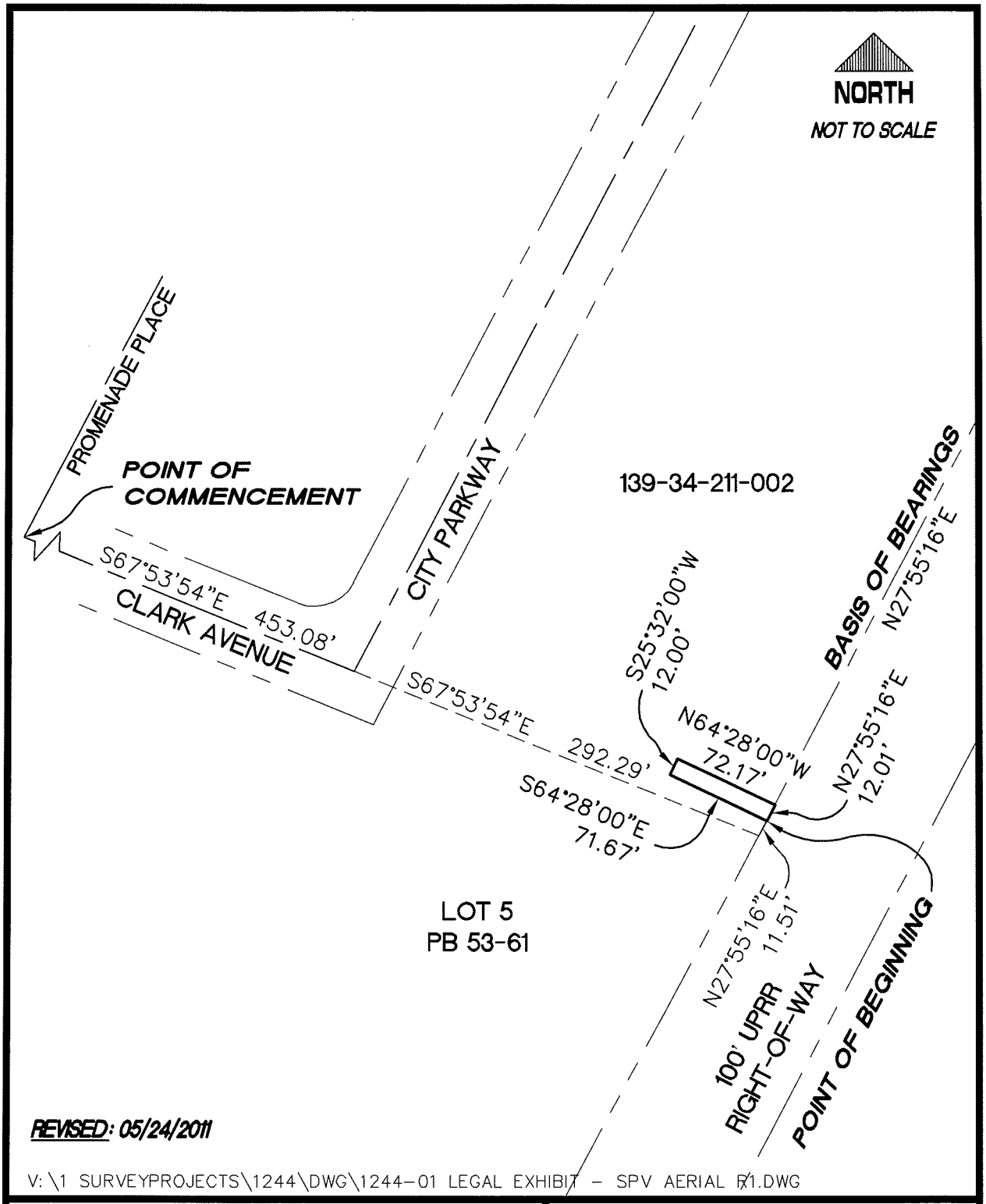
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	76°19'46"	6.00'	7.99'
C2	95°48'17"	4.00'	6.69'

V:\1 SURVEYPROJECTS\1244\DWG\1244-01 LEGAL EXHIBIT - SPV GROUND R1.DWG

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
DATE: 03/29/2011 DRAWN BY: MK
SHEET: 1 OF 1

SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE

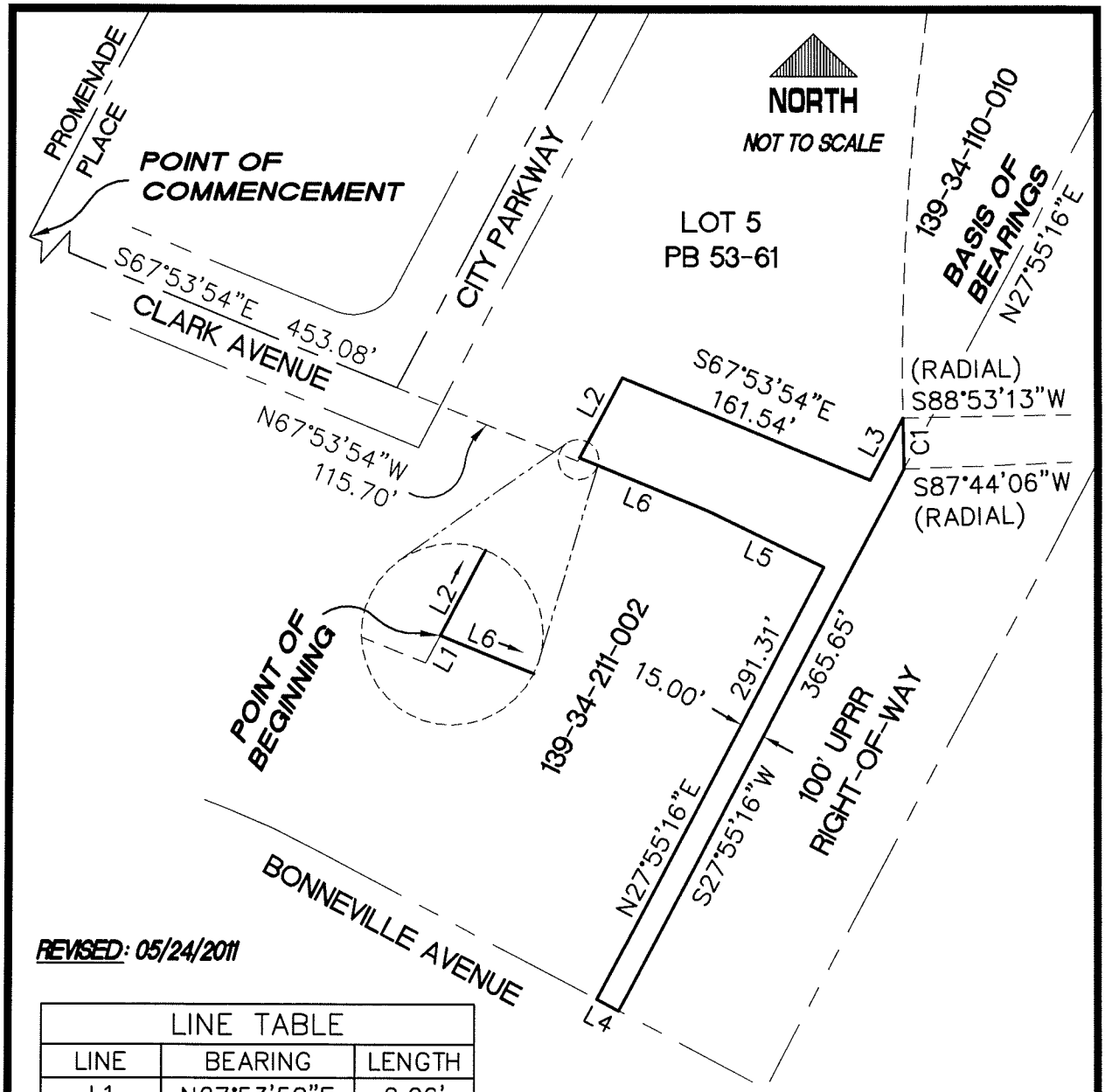
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SECTION 34, TOWNSHIP 20 S, RANGE 61 E, M.D.M.



REVISED: 05/24/2011

V:\1 SURVEYPROJECTS\1244\DWG\1244-01 LEGAL EXHIBIT - SPV AERIAL R1.DWG

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE
SURVEY SECTION	
DATE: 03/29/2011 DRAWN BY: MK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	SECTION 34, TOWNSHIP 20 S, RANGE 61 E, M.D.M.



REVISED: 05/24/2011

LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°53'50"E	2.06'
L2	N27°53'50"E	54.22'
L3	N27°55'16"E	41.84'
L4	N62°04'12"W	15.00'
L5	N64°28'00"W	77.67'
L6	N67°54'27"W	83.52'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°09'07"	1510.00'	30.36'

V:\1 SURVEYPROJECTS\1244\DWG\1244-01 LEGAL EXHIBIT - SPV TEMP R1.DWG

DEPARTMENT OF PUBLIC WORKS

SURVEY SECTION

DATE: 03/29/2011 DRAWN BY: MK

SHEET: 1 OF 1

SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SECTION 34, TOWNSHIP 20 S, RANGE 61 E, M.D.M.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:

Approval of a Grant of a Permanent Aerial Easement and a Temporary Construction Easement from the Union Pacific Railroad Company (UPRR) to the City of Las Vegas, with regard to the UPRR - Symphony Park Pedestrian Bridge Project, located within the UPPR Right-of-Way, northwest of the intersection of Bonneville Avenue and Main Street ($50,000.00 Nevada Department of Transportation), APN - 139-34-298-002 - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $50,000.00
Funding Source: Nevada Department of Transportation
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:

In the furtherance of the UPRR - Symphony Park Pedestrian Bridge Project, it shall be necessary to construct a pedestrian bridge over the Union Pacific Railroad. The bridge will provide pedestrian access from the 500 South Main Street Parking Garage to the Symphony Park development, in particular the Smith Center for Performing Arts. The Permanent Aerial Easement will span the width of the UPRR Right-of-Way in this area, yet there shall be no permanent structure erected in the UPRR Right-of-Way. The Temporary Construction Easement is necessary for the facilitation of construction of the aerial bridge structure. Approval of this item shall include any and all necessary agreements for the issuance of these easements.

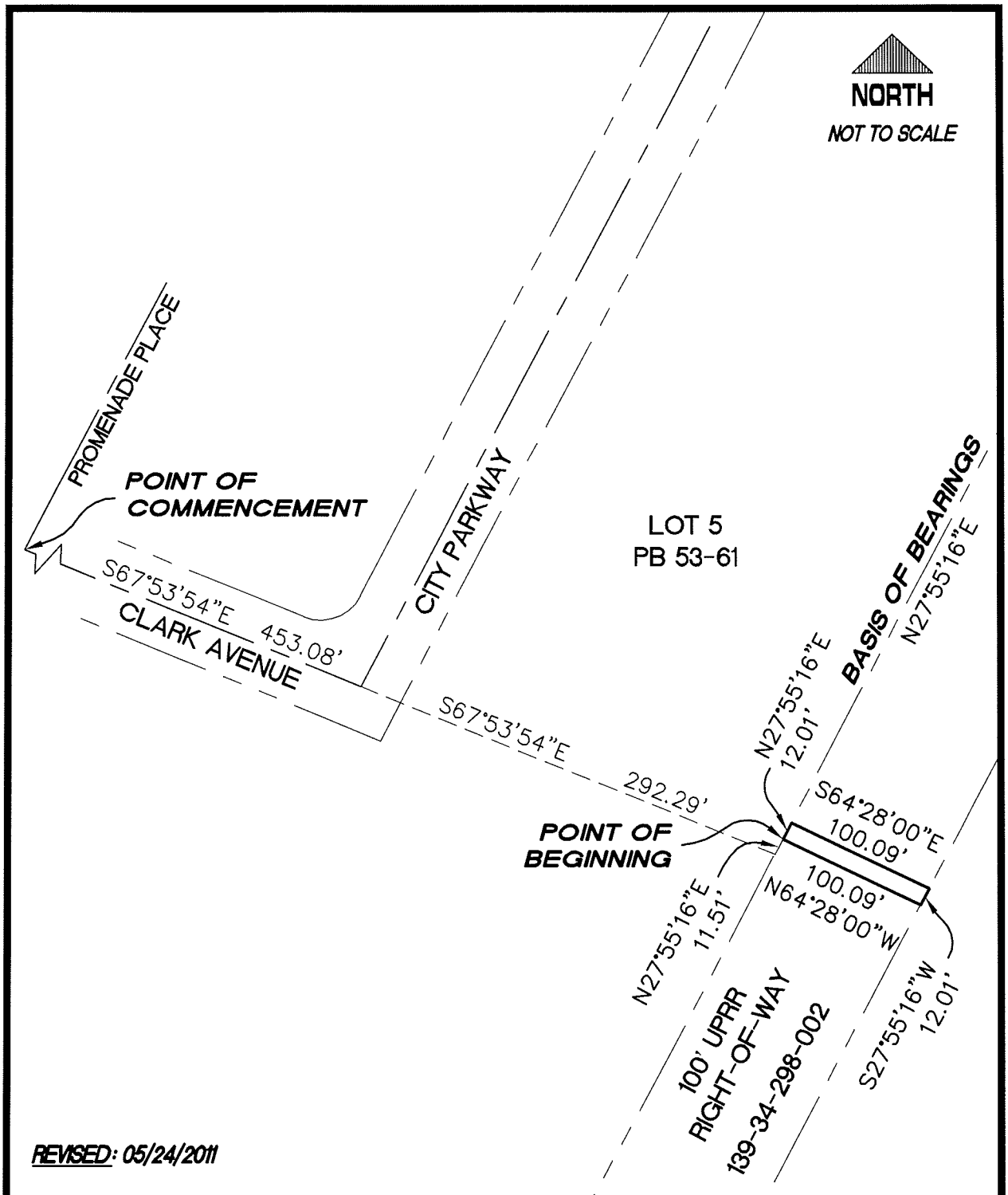
Being a portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, City of Las Vegas, Clark County, Nevada.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

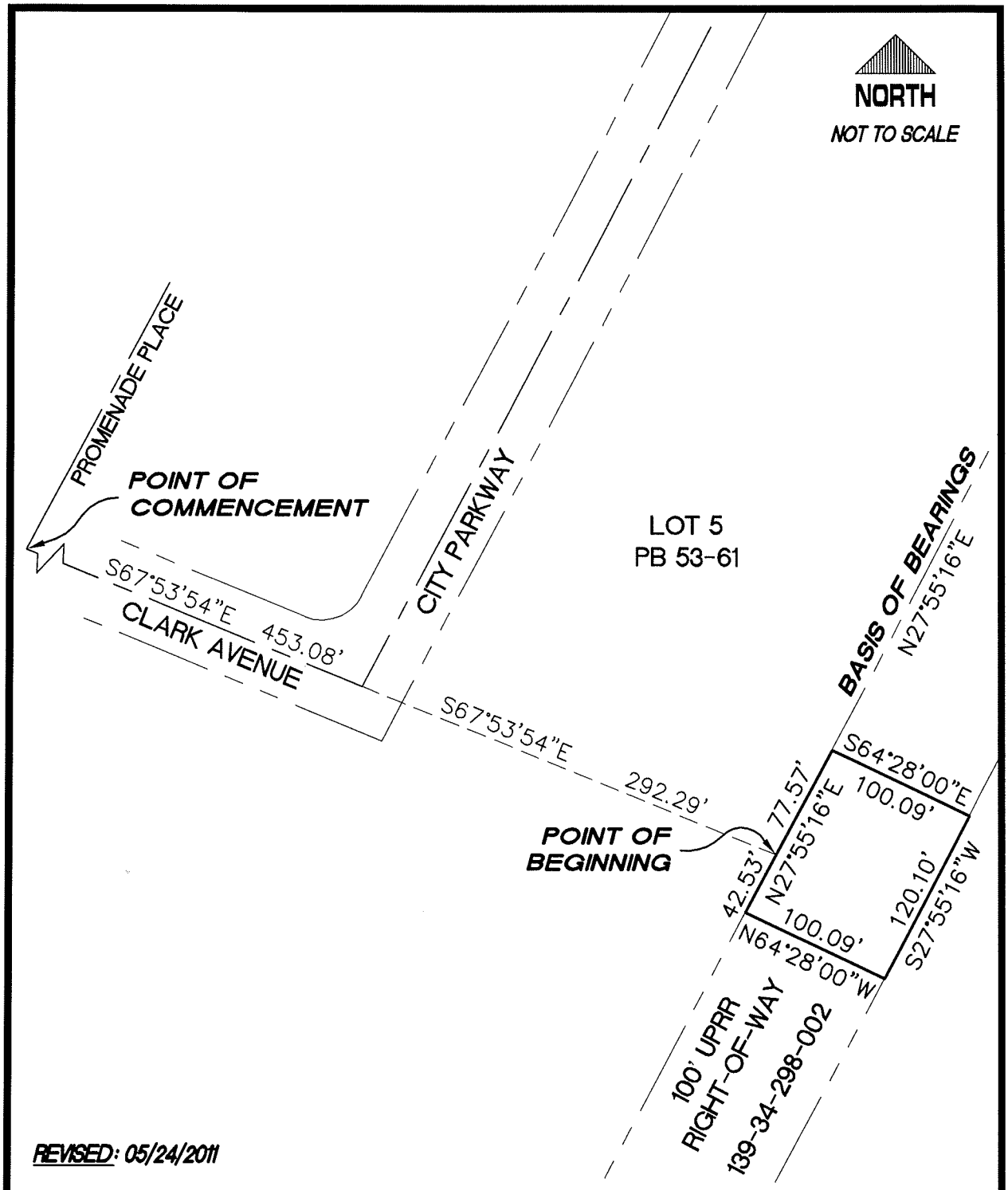
1. Map Exhibit of Permanent Aerial Easement
2. Map Exhibit of Temporary Construction Easement



REVISED: 05/24/2011

V:\1 SURVEYPROJECTS\1244\DWG\1244-01 LEGAL EXHIBIT - UPRR AERIAL/R1.DWG

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE
SURVEY SECTION	
DATE: 03/28/2011 DRAWN BY: MK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	SECTION 34, TOWNSHIP 20 S, RANGE 61 E, M.D.M.



REVISED: 05/24/2011

V:\1 SURVEYPROJECTS\1244\DWG\1244-01 LEGAL EXHIBIT - UPRR TEMP R1.DWG

DEPARTMENT OF PUBLIC WORKS	SYMPHONY PARK RAILROAD CROSSOVER PEDESTRIAN BRIDGE
SURVEY SECTION	
DATE: 03/28/2011 DRAWN BY: MK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	SECTION 34, TOWNSHIP 20 S, RANGE 61 E, M.D.M.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Contract between the Southern Nevada Health District and the City of Las Vegas to incorporate the CATCH kids club curriculum as part of the Safekey program and to receive $284,200 (Special Revenue) in grant funding from the Southern Nevada Health District to provide physical activity and nutrition education to Safekey participants - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The CATCH kids club curriculum was developed by the Center for Disease Control (CDC) under the American Recovery and Reinvestment Act of 2009. This program emphasizes the importance of physical activity and nutrition education for grade school children. The Southern Nevada Health Care District (SNHD) entered into a Cooperative Contract with the CDC to expand the use of the curriculum and activities throughout Clark County. It is anticipated that the funding provided through this contract with SNHD will allow the Parks, Recreation and Neighborhood Services Department to implement the CATCH curriculum and activities throughout the Safekey sites within the City of Las Vegas.

RECOMMENDATION:
Staff recommends approval of the Interlocal Contract between the Southern Nevada Health District and the city of Las Vegas and authorizes the Mayor to execute any and all related documents following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Interlocal Contract between the Southern Nevada Health District and City of Las Vegas.

INTERLOCAL CONTRACT
BETWEEN SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011

This Contract is entered into by and between the Southern Nevada Health District, through the Southern Nevada District Board of Health (herein after referred to as "SNHD") and City of Las Vegas (hereinafter referred to as "CLV").

WITNESSTH

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, SNHD, through CLV, desires to obtain services in support of a Cooperative Contract received from Centers for Disease Control and Prevention (CDC) under the American Recovery and Reinvestment Act of 2009 for a project Titled Category A – Communities Putting Prevention to Work. The services under this contract will include implementing the CATCH Kids Club Curriculum in 67 Safe Key afterschool program sites in Las Vegas.

WHEREAS CLV has the expertise, qualifications and resources available, and has agreed to implement the Park Path Master Plan as required;

NOW, THEREFORE, in consideration of mutual covenants and Contracts herein contained the parties agree as follows:

The parties hereby agree as follows:

1. The term of this Contract shall be from the last date of approval through September 2012. During this period CLV shall provide services as indicated in Exhibit A, Scope of Work and Budget.

2. This executed Contract, together with any attachments and amendments, contains the entire Contract between CLV and SNHD relating to rights granted and obligations assumed by the parties hereto. Any prior contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Contract is of no force or effect.

3. No assignment or rights, duties or obligation of this Contract shall be made by either party without the express written approval of the other party hereto.

4. Each party shall remain liable for its own negligence in accordance with the general law of the State of Nevada. Neither party waives any right or defense to indemnification that may exist in law or equity.

5. CLV and SNHD, including any of their respective agents or employees, shall not be liable to any parties not participating in this Contract for any act or omission of the other party. This Contract is not intended to create any rights powers, or interests in any party not participating in this Contract. The parties do not intend to provide for the safety of any person or to assume any duty

beyond those imposed by the general law of the State of Nevada. This Contract is entered into for the exclusive benefit of the undersigned parties.

6. Any waiver or breach of any provision of this Contract shall not be deemed a waiver of any other breach of the same or different provision.

7. In the event any provision of this Contract is rendered invalid or unenforceable by any valid act of congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provision(s) of this Contract shall remain in full force and effect.

8. In providing services under this Contract, CLV and SNHD shall not discriminate on the basis of race, color, sex, sexual orientation, age, religion, national origin, or handicap.

9. CLV and SNHD are independent entities and nothing contained in this Contract shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Contract.

10. Either party may terminate this Contract without cause prior to the date of termination set forth in Paragraph 1, upon 30 days written notice.

11. CLV shall notify SNHD in writing of any conditions which exist that affect its ability to perform the services under this Contract. Any use of funds outside of the parameters stipulated in this Contract is prohibited.

12. Federal Law prohibits contractors from using Federal funds for lobbying congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature in accordance with 31 U.S.C. Section 1352. CLV shall disclose such activities by completing, signing and submitting Attachment 1, Disclosure of Lobbying Activities with this signed Contract.

13. CLV certifies by signing this Contract as to its eligibility to receive an award funded under a federal program in accordance with 45 CFR Part 74. If CLV'S eligibility status changes, SNHD must be notified in writing within 30 days of the change. Eligibility status changes include both the CLV and associated Principals of the CLV.

14. SNHD may, at its discretion conduct a fiscal monitoring of a contractor at any time during the term of this Contract. CLV will be notified in writing at least three weeks prior to the visit, outlining documents that must be available prior to SNHD'S visit. SNHD shall notify the CLV in writing of any adverse findings and recommendations as a result of the fiscal monitoring. Adverse findings are defined as lack of adequate records, administrative findings, questioned costs and costs recommended for disallowance. CLV will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. SNHD shall review disagreement issues, supporting documentation and files and forward a decision to the CLV in writing.

15. Acceptance of this Contract obligates CLV to comply with the inventions standard patent rights clause in 37 CFR 401.14.

16. Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as:

    "This publication (journal article, etc.) was supported by a Cooperative Agreement Number 1U58DP002382-01 awarded to the SNHD from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC."

17. When a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the recipient must include the following statement on conference materials, including promotion materials, agenda and internet sites.

    "Funding for this conference was made possible (in part) by the Cooperative Agreement Number 1U58DP002382-01 awarded to the Southern Nevada Health District from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

18. Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer at CDC. It is the responsibility of recipients of funds under a cooperative agreement to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logs, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer at CDC has been received. Such request for consents shall be submitted to SNHD.

19. To the greatest extent practicable, all equipment and products purchased with funds awarded under this Contract should be American-made. Equipment is defined as tangible non-expendable personal property (including exempt property) charged directly to this Contract having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. However, consistent with CLV policy, a lower threshold may be established. Please provide information to SNHD to establish a lower equipment threshold to reflect your organization policy.

20. Statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds received, shall clearly state (1) the percentage of the total costs of the program or project which will be finished with federal money through a cooperative agreement with SNHD, (2) the dollar amount of federal funds for the project or program and (3) percentage of dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

21. Each party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as necessary to fully disclose to the other party, properly

empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Contract and any applicable statutes and regulations. All such books, records and documents shall be retained by each party for a minimum of three years, and for five years if any federal funds are used pursuant to this Contract, from the date of termination of this Contract. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

22. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party, reasonable attorneys' fees and costs.

23. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

24. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

25. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, Computer code, or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

26. Pursuant to NRS 239.010, information or documents, including this Contract, and any other documents generated incidental thereto may be opened by SNHD to public inspection and copying. Any record which is made confidential by law or a common law balancing of interests shall be disclosed only to the extent that such information is made confidential by law or a common law balancing of interests.

27. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in the documents incorporated herein.

28. This Contract and its incorporated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the parties hereto.

29. Notices required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by U.S. registered or

certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address designated below (or such other addresses as may be hereafter be designated by a party):

Southern Nevada Health District
Attn: Director of Administration
P. O. Box 3902, 625 Shadow Lane
Las Vegas, NV 89127

30. This Contract is contingent upon and subject to the availability of funds.

SOUTHERN NEADA HEALTH DISTRICT

LINDA STRICKLAND, Chair
Southern Nevada District Board of Health

Date:_____

ATTEST:

LAWRENCE SANDS, DO. MPH
Chief Health Officer

Date:_____

APPROVED AS TO FORM:

ANNETTE L. BRADLEY, ESQ.
Attorney for Southern Nevada Health District

CITY OF LAS VEGAS

_____

Date:_____

ATTEST:

_____

Date:_____

APPROVED AS TO FORM:

Robert S. Sylvain 6-1-11

EXHIBIT A
SCOPE OF WORK AND BUDGET
TO INTERLOCAL CONTRACT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011

CLV shall provide services as indicated in the attached Scope of Work and Budget below.

CLV will be expected to be in close communication with the SNHD's program coordinators for the duration of the contract period. CLV shall work with SNHD staff to develop and finalize an action plan for completing the Scope of Work objectives that meets CDC guidelines. Any changes to the action plan must be approved by SNHD in writing.

Budget adjustments exceeding 10% of the total obligation require SNHD's prior approval by issuance of an Amendment to this Contract.

Scope of work items include:
Implement the CATCH Kids Club Curriculum at up to 69 Safe Key after-school program sites in Las Vegas.

- At least 3-5 Safe Key personnel will attend a 2 ½ day Train the Trainer training to become Master Trainers in CATCH Kids Club. Once trained, these individuals will provide training for other key Safe Key personnel on CATCH Kids Club program implementation.
- Develop a written policy/procedure to ensure that CATCH Kids Club becomes a regular part of the Safe Key curriculum.
- Work with SNHD staff to develop and/or formalize organizational policies within Safe Key sites to encourage/support physical activity and/or minimize or eliminate screen time.
- Work with SNHD staff to develop and/or formalize organizational policies within Safe Key sites to support healthy eating and/or discourage unhealthy eating.

The City of Las Vegas will work closely with SNHD CPPW staff to develop/finalize timelines and provide detail for each scope of work activity described above. The City of Las Vegas will submit monthly written progress updates that include progress to date on scope of work items (deliverables) and timelines as well as any other data/information needed for the overall reports due to CDC.

Itemized Budget and Justification: See below

Implement CATCH Kids Club evidence based curriculum in at up to 69 Safe Key afterschool sites:

- Personnel: $252,315. Rather than designating a limited number of positions that will be dedicated to teaching the CATCH curriculum, we will be spreading the funding for salaries across most if not all Safekey sites. It will be tracked and reported based on the time actually spent teaching the curriculum. It is estimated that staff will spend 22,072 hours teaching the curriculum. At an average hourly pay rate of $11.431 ($9.94/hr+15% benefits or $1.49/hr) X 22,072 hours equals $252,315
- Training: Included in the total hours above.
- Promotion/Printing: $5,000 to print flyers/newsletters related to program objectives

- Staff/Participant Incentives: $5,000 to encourage staff and participants to participate in CATCH Kids Club activities and trainings.
- Educational Materials: $5,000 to purchase physical activity and nutrition educational materials to display and distribute to participants.
- Travel: $6,885. To cover mileage associated with travel to/from Safe Key sites for intervention/training purposes: 100 site visits/month X 9 school months X 15 miles round trip X $.51/mile)= $6,885
- Special Events related to program implementation: $10,000 may be used to supplement training and team building events for Safekey staff related to program objectives.

Budget Total: $284,200

EXHIBIT B
PAYMENT
TO INTERLOCAL CONTRACT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011

CLV shall:

Submit to SNHD not more frequently than on a monthly basis, written invoices based upon activities actually conducted in accordance with this Contract. Back-up documentation supporting the request for reimbursement must be attached to invoices along with a Request for Funds Sample Transaction Listing, see Attachment 2 to include the following:

Personnel charges
Fringes
Supplies
Consultants/Contractors
Communications
Equipment
Operating
Staff Travel

SNHD shall:

Reimburse CLV, not more frequently than monthly, for services specified in the EXHIBIT A, SCOPE OF WORK AND BUDGET.

The total reimbursement amount that SNHD will pay CLV for the Contract Term from the last date of approval of this Contract to September 30, 2012 shall be $284,200.

EXHIBIT C
DELIVERABLES
TO CONTRACT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011

CLV shall submit Monthly Progress Reports using the attached template. Progress Reports shall be submitted by the 3rd business day following each subsequent month. Reports shall be addressed to Nicole Bungum at bungum@snhdmail.org.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 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 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. Item heard at the June 1st Council Meeting with the following changes to the recommendation:

1. Approval of June 4th date only.
2. Must hire a licensed security company for the event on June 4th.
3. June 11th event will be cancelled.
4. Remaining dates will be considered at the June 15th City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Luis Guzman, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: June 25, 2011, Type: Special Event Beer/Wine, Event: Guzman Quinceanera, Responsible Person in Charge: Perla Ortiz - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 4:00 p.m. - 11:59 p.m. Estimated attendance is 500. Security provided by City of Las Vegas Marshals.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Urban Lounge License, Artifice, LLC, dba Artifice, 1025 South 1st Street, Trinity Schlottman, Managing Mmbr, Mgr, 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 Urban Lounge 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 conditions:

1. May not be sold or transferred to a third party, which includes any change of ownership or change of principal.

2. May not be transferred to a new location unless the location is within the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Change of Ownership and Change of Business Name for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Silver Miners, LLC, dba Silver Miners Casino, To: Nevada Restaurant Services, Inc., dba Dotty's 72, 1631 North Rancho Drive, Richard Estey, Pres, Secy, Treas, Dir, 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 Ownership and Change of Business Name for a Tavern License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a new Non-restricted Limited Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Nevada Restaurant Services, Inc., dba Dotty's 72, 1631 North Rancho Drive, Richard Estey, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Non-restricted Limited Gaming License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Change of Ownership, Change of Business Name, and Change of Location for an Alcoholic Beverage Caterer License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Firefly Downtown, LLC, dba Firefly Kitchen & Bar, 1 South Main Street, To: Firefly Westside, LLC, dba Firefly Tapas Kitchen and Bar, 9560 West Sahara Avenue, John Simmons, Managing Mmbr - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership, Change of Business Name, and Change of Location for an Alcoholic Beverage Caterer License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Supper Club License for a Change of Ownership, Change of Business Name, and Change of Location, From: Well Done Entertaining, Inc., dba Marc's Restaurant (Non-operational), To: Maddin, Inc., dba Hotel California Restaurant and Cantina, 1050 South Rampart Boulevard, James Maddin, Pres, Secy, Treas, Dir, 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 Supper Club License for a Change of Ownership, Change of Business Name, and Change of Location.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Change of Location for a Temporary Alcoholic Beverage Caterer License, Carlos Santos, dba LV Mobile Bar, From: 1310 South 3rd Street, To: 1236 Western Avenue, Carlos Santos, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Temporary Alcoholic Beverage Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Downtown Bodega, Inc., dba Resnick's Grocery, 900 South Las Vegas Boulevard, Suite 120, Harris Rittoff, 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 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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Celestino Garcia Jr. and Michael P. W. Njoroge, dba Wine 5 Café, 3250 North Tenaya Way, Suite 110, Celestino Garcia Jr., Owner 50% and Michael Njoroge, Owner 50% - Ward 4 (Anthony)

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.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a Non-restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, Golden Route Operations, LLC, db at Gold Spike Hotel & Casino, 217 North Las Vegas Boulevard, Blake Sartini, Dir, Pres, CEO; Rodney Atamian, Exec V. P., CFO, Secy, Treas; Matthew Flandermeyer, CFO, V.P.; The Blake L. Sartini and Delise F. Sartini Family Trust; Golden Gaming, Inc. Mmbr, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Space Lease Agreement for a Non-restricted Gaming License for 300 slots.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Restricted Gaming License, Starr & Son, LLC, dba The Martini, 1205 South Fort Apache Road, Sandra Starr, Mgr, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Restricted Gaming License for 15 slots.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Martial Arts Instruction Business License, Carl Banguis Francisco, dba Taekwondo P. I., 1118 South Rainbow Boulevard, Carl Francisco, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary 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.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Total Image Salon LLC, dba Total Image Salon, 5860 West Craig Road, Suite 130, Stephanie Van Houten, Mgr, 100% - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing salon –Total Image Salon]

Fiscal Impact

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

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

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

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of an extension of a Temporary Psychic Art and Science License, APIC, LLC, dba Readings by Anne Denise, 8751 West Charleston Boulevard, Suite 190, Anne Pickard, 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 Psychic Art and Science 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 conditions:

1. 1. Rates must be posted in a conspicuous place, visible to patrons, on a sign of at least 8" x 10" in size, with lettering no smaller than one inch.

2. If the licensee operates by donation or indirect method of payment, including remuneration that is at the discretion of the customer, the signage shall indicate such to the patron.

3. The rates published shall be the only rates charged.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a new Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 6820 West Charleston Boulevard, Rebs, Inc., 50%, James Marchesi, Mgr and Tosh, Inc., 50%, John Rawle, Richard Rawle, Tracy Rawle, Tosh Rawle, and Amber Callister - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommend approval subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of the Stallion Mountain Golf Course Water Provision Assumption Agreement between the City of Las Vegas and Tartan Golf Management, LLC to supply water to the golf course facility located at 5500 East Flamingo Road (APNs 161-15-101-005, 161-16-801-004 and 161-16-501-017) – County

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas and Golf Club of Nevada, Inc. ("Golf Club") executed the "Stallion Mountain Golf Course Water Provisions Agreement" dated December 8, 1997, to supply water to the golf course facility located at 5500 East Flamingo Road (APN 161-15-101-005, 161-16-801-004 and 161-16-501-017) and an address of 5500 East Flamingo Road, Las Vegas, Nevada. The Golf Course was sold by Golf Club to a series of limited liability companies, and Community Bank of Nevada acquired the Golf Course by a trust deed foreclosure on December 9, 2008. August 14, 2009, Community Bank of Nevada was closed by Order of the Nevada Financial Institutions Division, which then appointed the Federal Deposit Insurance Corporation (FDIC) as receiver of Community Bank of Nevada's assets, including the Golf Course. The FDIC conducted a sealed bid auction for the Golf Course on November 15, 2010. Tartan desires to purchase the Golf Course contingent upon Tartan being named as a successor-in-interest of Golf Club, to assume the Stallion Mountain Golf Course Water Provisions Agreement to ensure an adequate supply of water to the Golf Course.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Stallion Mountain Golf Course Water Provision Assumption Agreement

APNs: 161-15-101-005, 161-16-801-004 &
161-16-501-017

RECORDING REQUESTED BY &
RETURN DOCUMENTS TO &
MAIL TAX STATEMENTS TO:
Tartan Golf Management, LLC
ATTN: Steve Kerr
2700 Vista Parkway
Erie, CO 80516

STALLION MOUNTAIN GOLF COURSE
WATER PROVISION ASSUMPTION AGREEMENT

THIS STALLION MOUNTAIN GOLF COURSE WATER PROVISION ASSUMPTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and Tartan Golf Management, LLC, a Colorado limited liability company ("Tartan").

RECITALS

WHEREAS, City and Golf Club of Nevada, Inc. ("Golf Club") executed the "*Stallion Mountain Golf Course Water Provisions Agreement*" dated December 8, 1997, attached hereto as Exhibit A and incorporated herein by this reference, to supply water to the golf course facility located on Assessor's Parcel Numbers 161-15-101-005, 161-16-801-004 and 161-16-501-017 and an address of 5500 East Flamingo Road, Las Vegas, Nevada ("Golf Course"); and

WHEREAS, the Golf Course was sold by Golf Club to a series of limited liability companies, and Community Bank of Nevada acquired the Golf Course by a trust deed foreclosure on December 9, 2008; and

WHEREAS, on August 14, 2009, Community Bank of Nevada was closed by Order of the Nevada Financial Institutions Division, which then appointed the Federal Deposit Insurance Corporation (FDIC) as receiver of Community Bank of Nevada's assets, including the Golf Course; and

WHEREAS, the FDIC conducted a sealed bid auction for the Golf Course on November 15, 2010; and

WHEREAS, Tartan desires to purchase the Golf Course; and

WHEREAS, Tartan desires, as a successor-in-interest of Golf Club, to assume the *Stallion Mountain Golf Course Water Provisions Agreement* to ensure an adequate supply of water to the Golf Course.

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the parties hereto agree as follows:

ARTICLE 1
ACKNOWLEDGEMENT OF SUCCESSOR-IN-INTEREST/ASSUMPTION

1.1. City hereby acknowledges Tartan as a successor-in-interest to Golf Club and the assumption by Tartan of all right, title and interest in the "*Stallion Mountain Golf Course Water Provisions Agreement.*"

ARTICLE 2
ASSUMPTION OF OBLIGATIONS

2.1. Tartan, as successor-in-interest to Golf Club, hereby assumes all right, title and interest in the "*Stallion Mountain Golf Course Water Provisions Agreement.*" Tartan hereby covenants to perform all of the terms, conditions and obligations therein contained on its part to be performed.

2.2. City hereby agrees to continue to perform all of the terms, conditions and obligations with respect to the "*Stallion Mountain Golf Course Water Provisions Agreement.*"

ARTICLE 3
CONDITION PRECEDENT

3.1. Recordation of the ownership transfer of the Golf Club to Tartan by the Clark County Nevada Recorder is a condition precedent to the City's acknowledgement of Tartan as a successor-in-interest and its assumption of the right, title and interest in the "*Stallion Mountain Golf Course Water Provisions Agreement*" and the City's covenant to perform all of the terms, conditions and obligations with respect to the "*Stallion Mountain Golf Course Water Provisions Agreement.*" Upon recordation, Tartan shall transmit a copy of the recorded deed to the City pursuant to Section 5.1.

IF TARTAN FAILS TO TAKE OWNERSHIP OF THE GOLF COURSE ON OR BEFORE AUGUST 15, 2011 AS EVIDENCED BY A DEED RECORDED BY THE CLARK COUNTY RECORDER'S OFFICE, THEN THIS AGREEMENT SHALL BE RENDERED NULL AND VOID AND BE OF NO FORCE AND EFFECT.

ARTICLE 4
COVENANT OF FURTHER ASSURANCES

4.1. The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 NOTICES. Any notice, demand request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To City:	City of Las Vegas Attn: Director of Public Works 333 North Rancho Drive, 9th Floor Las Vegas, Nevada 89106
To Tartan:	Tartan Golf Management, LLC ATTN: Steve Kerr 2700 Vista Parkway Erie, CO 80516

Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein.

5.2. RECORDING. Either party may, at its option and at any time, may file this Agreement for recordation with the Clark County Recorder's Office.

5.3. CHOICE OF LAW / VENUE / ATTORNEY FEES. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada.

5.4. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Agreement, and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between the parties with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Agreement. This Agreement and exhibits thereto, is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included in this Agreement. There are no other representations, covenants or warranties between the parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Agreement. The parties agree that any deletion of language from this Agreement prior to its mutual execution by the parties shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

5.5. CAPTIONS. The captions and section numbers appearing herein are for convenience only, are not operative parts of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

5.6. AMENDMENTS. To be effective and binding on the parties, any amendment, modification, addition or deletion to the provisions of this Agreement must be made in writing and executed by both parties in the same manner as this Agreement.

5.7. COUNTERPARTS. This Agreement may be executed in several counterparts, in one or more separate documents, all of which together shall constitute one and the same instrument, with the same force and effect as though all the parties had executed the same document at the same time and also may be executed by facsimile or scanned and transmitted by email.

5.8. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tartan warrants that it has disclosed on the form attached as Exhibit B, all officers and board members of Tartan Golf Management, LLC. Throughout the term hereof, Tartan shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 5/26/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2011, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

_____
Notary Public

TARTAN GOLF MANAGEMENT, LLC

By: _____

Name: Stephen M. Kerr

Title: Manager

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

On this 20th day of MAY, 2011, before me, the undersigned Notary Public in and for said County and State, appeared Stephen M. Kerr, as Manager of Tartan Golf Management LLC, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

Witness my hand and official seal.

My Commission Expires: 1-30-2012

_____
Notary Public

STATE OF COLORADO BRENDA J. ROWE NOTARY PUBLIC

EXHIBIT A

STALLION MOUNTAIN GOLF COURSE WATER PROVISION AGREEMENT

DEC 0 8 1997

STALLION MOUNTAIN GOLF COURSE
WATER PROVISION AGREEMENT

This Water Provision Agreement ("Agreement") is made and entered into as of this 8th day of December, 1997, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Golf Club of Nevada, Inc., a Nevada corporation ("GCN").

SECTION 1

WATER POLLUTION CONTROL FACILITY

1.1 The City owns, operates and maintains the Water Pollution Control Facility located at 6005 E. Vegas Valley Drive, Las Vegas, Nevada ("WPCF"). The WPCF has the capacity to produce reusable effluent water ("effluent"), which effluent shall be sold to GCN, pursuant to the terms of this Agreement, for use on the golf facility owned by GCN located at 5500 East Flamingo Road, Las Vegas, Nevada ("GCN Property").

1.2 GCN hereby agrees to design, construct, operate and maintain facilities upon GCN Property including, but not limited to, retention basins, storage tanks, reservoirs and other storage facilities ("Storage Facilities") which are sufficient to store the effluent sold to GCN pursuant to the terms of this Agreement upon the GCN Property. The Storage Facilities shall be completed and operational on or before July 1, 1998. The cost of constructing the Storage Facilities shall be the responsibility of GCN. No storage capacity or Storage Facilities shall be provided by the City.

1.3 The City hereby agrees to design, construct, operate and maintain in a subterranean water conveyance system, including, but not limited to, the installation of pipes and pumping stations ("Distribution System") which is capable of delivering the effluent from its point of origination at the WPCF to the Storage Facilities located on the GCN Property. The location of the lift pumping station at the WPCF shall be determined by the City. The Distribution System shall be completed and operational on or before July 1, 1998. The location of the Distribution System from the WPCF to the boundary of the GCN Property will be in a manner determined by the City. As part of the Distribution System, the City shall design, install and maintain, at its sole cost, a metering station ("Water Meter") to be located at the WPCF. GCN is hereby granted access onto the WPCF for the purpose of inspecting and monitoring the Water Meter.

The cost of constructing the Distribution System, including the Water Meter, shall be the responsibility of the City.

SECTION 2

TERM

The term of this Agreement shall by fifty (50) years commencing on the date it is approved by the City Council ("Commencement Date") (which shall be inserted as the date and year in the first paragraph above) unless terminated earlier as elsewhere provided herein.

SECTION 3

RATE FOR PURCHASE OF EFFLUENT

3.1 City shall supply effluent through the Distribution System to the Storage Facilities at a rate ("Base Rate") of twenty cents ($.20) per thousand (1000) gallons. The Base Rate shall apply from the date of completion ("Completion Date") of the Distribution System, Water Meter and Storage Facilities through the first full calendar year ("Base Year"). The Completion Date shall be mutually determined in writing by the City and GCN. On each anniversary date ("Anniversary Date") of the Completion Date, City shall have the right in its sole discretion to increase the Base Rate at an increment not exceeding the lesser of (a) any percentage increase in the City's sewer rate; or (b) a percentage equal to the percentage increase in the Consumer Price Index for all Urban Consumers, all Items, U. S. City Average (1982-1984 equals 100) ("CPI") published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of calculating any subsequent increases to the rate, percentage increases to the sewer rate and CPI shall be calculated from the Anniversary Date that the last rate increase became effective to the then current Anniversary Date. City's right to increase the rate for the provision of effluent from the WPCF shall be exercisable by written notice to GCN on or before each Anniversary Date. Failure of the City to exercise the right to increase the rate shall be deemed a waiver of that right until the next succeeding Anniversary Date.

3.2 In the event of a change in the federal, state or local laws. ordinances or regulations (except for a change in any local ordinance adopted by the City unless such change is required by federal or state law, rules or regulations) imposing more stringent reclamation standards for the use of the effluent by GCN, and such change requires the replacement or modification of the WPCF, the City, in addition to the increase set forth in Section 3.1, may increase the rate to an amount mutually agreed to in writing by the City and GCN for the sale of the effluent in that amount which will allow the City to recapture its costs to replace or modify the existing WPCF in order to satisfy the more stringent effluent quality standards.

SECTION 4

CONSTRUCTION PLANS AND SPECIFICATIONS

City and GCN shall cooperate in the design and construction of the Distribution System and

CITY CLERK'S OFFICE
DEC 0 8 1997

Water Meter to be constructed by the City and Storage Facilities to be constructed by GCN. In the event a dispute arises as to the integration of the WPCF with the Distribution System and Storage Facilities, such dispute shall be resolved by arbitration as set forth in Section 10 herein.

SECTION 5

EFFLUENT STANDARDS

5.1 City shall cause the WPCF to comply with all applicable federal, state and local laws, ordinances and regulations, including all current regulations and requirements of the Clark County Health District and Clark County Sanitation District.

5.2 City shall cause the WPCF to produce effluent which meets or exceeds the water standards set forth in Exhibit "A", attached hereto and incorporated herein as a part of this Agreement.

5.3 City hereby covenants and agrees to indemnify, save and hold GCN free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, fines and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of City, its agents or employees arising from or connected to any failure of the WPCF or the effluent produced therefrom to meet the standards set forth in Exhibit A or applicable federal, state and local laws, ordinances and regulations setting or regulating standards for such reuse effluent.

SECTION 6

REQUIREMENTS

6.1 City agrees to provide, and GCN agrees to purchase, all effluent deemed necessary by GCN for GCN's use in irrigating the golf course and landscaping upon the GCN Property. GCN shall use the effluent to irrigate the GCN Property in a manner consistent with all federal, state and local laws and regulations. The effluent shall not be used by GCN on any other property other than the GCN Property. GCN shall not discharge the effluent directly into storm drains or sanitary sewers without written authorization from the applicable regulatory agencies. GCN shall take reasonable precautions, including the posting of signs and labels, to prevent confusion between the effluent and other water resources. GCN shall be deemed in possession of the effluent once it is released into the Storage Facilities.

6.2 Within thirty (30) days from the Completion Date, GCN shall provide City with a written statement setting forth: (1) GCN's estimated peak daily effluent consumption; and (2) GCN's estimated minimum annual effluent usage. GCN shall be obligated to purchase that amount of effluent from City which, at a minimum, matches GCN's written estimate of its minimum annual effluent consumption.

CITY COUNCIL APPROVED
DEC 0 8 1997

6.3 The City and GCN both recognize and acknowledge that the amount of effluent that shall be required by GCN to irrigate the golf course on the GCN Property will vary from day to day and month to month depending on daily, seasonal and other factors. Accordingly, City acknowledges and agrees that GCN is in no way obligated to purchase the capacity amount of effluent to irrigate the golf course on the GCN Property from the WPCF except at GCN's option.

6.4 City will be responsible for damage and expense sustained by GCN in the event City is unable to produce GCN's full requirement for effluent due to equipment or mechanical failure or breakdown rendering the WPCF and/or the Distribution System non-operational. This provision shall be applicable solely to equipment or mechanical malfunctions and shall not be applicable to non-operation of the WPCF as a result of a regulatory or judicial order, decree or injunction or as a result of any nondiscretionary decision of the City to render the WPCF non-operational.

6.5 GCN shall determine its estimated effluent consumption, on a semiannual basis, by January 1 and July 1 of each calendar year for the prospective six (6) month period. GCN shall then be required to pay City one sixth (1/6) of the cost of this estimated effluent consumption to City on the lst day of each succeeding calendar month. With the expiration of each six (6) month period and within five (5) days thereof, GCN shall pay to the City the amount that the actual effluent consumption exceeds the estimated effluent consumption, or the City shall credit GCN the amount that the estimated effluent consumption exceeds the actual effluent consumption.

SECTION 7

INDEMNIFICATION

7.1 GCN hereby covenants and agrees to indemnify, save and hold City free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorney's fees, judgments, claims, liens and demands of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of GCN, its agents or employees in any way connected with the construction or operation of the Storage Facilities.

7.2 City covenants and agrees to indemnify, save and hold GCN free, clear and harmless from any and all liability, loss, damages, costs, expenses including attorney's fees, judgments, claims, liens and demands, of any kind whatsoever in connection with, arising out of, or by reason of any act, omission or negligence of City, its agents or employees in any way connected with the construction or operation of the Distribution System and/or the WPCF.

7.3 The indemnified party shall provide the indemnifying party notice of any such claims of liability with reasonable promptness and the indemnifying party, at its election, shall have the right of defense in such proceedings, by counsel of its own choosing and reasonably satisfactory to the indemnified party (indemnified party is deemed to recognize as satisfactory representation by the City Attorney for the City), at the indemnifying party's expense. The indemnified party shall cooperate fully in all respects with the indemnifying party in any such defense, including, without

limitation, by making available to the indemnifying party all pertinent information under the control of the indemnified party. If the indemnifying party so notifies the indemnified party concurrently with the indemnifying party's notice of election to defend, the indemnifying party may defend, but not settle, a claim without waiving its right to assert that such claim is not subject to indemnity agreements in this Section. If the indemnifying party elects to defend a claim, the indemnified party may at the indemnified party's expense, participate in such matter with counsel of the indemnified party's own choosing.

SECTION 8

INSURANCE

8.1 Any portion of the effluent Distribution System and/or Storage Facilities located upon the GCN Property shall be subject to the following insurance requirements and coverages:

a. A policy of comprehensive public liability insurance upon the GCN Property and its use by GCN, with a combined single limit of liability of at least One Million Dollars ($1,000,000.00) and One Hundred Thousand Dollars ($100,000.00) property damage protection. This coverage shall be on a per occurrence basis and not on a per accident basis; and

b. A policy for fire, casualty, vandalism, malicious mischief and extended coverage insurance covering the Distribution System, if any, located on the GCN Property during the term of this Agreement for the full insurable replacement value of the same (the policies that evidence such insurance shall name the City as an additional insured and shall be payable to City or GCN, or both, as their respective interests may appear.

8.2 Each policy of insurance that is required by this Section shall:

a. Be issued by an insurance company that is authorized to do business in the State of Nevada, with a financial rating of at least a +3A status, as is shown in the most recent edition of Best's Insurance Reports;

b. Be issued as a primary policy;

c. Name City as an additional insured thereunder; and

d. Contain an endorsement that requires at least thirty (30) days written notice from the insurance company to City before any cancellation or change in the coverage, scope or amount of the policy may become effective.

8.3 Duplicate originals or certificates of all of the policies of insurance that are required hereunder shall be delivered to City prior to the commencement of construction of the Storage Facilities, and evidence of policy renewals shall be provided City prior to the respective renewal

deadlines.

8.4 The entire amount that is collected for losses under any fire and extended coverage policies with respect to damage or destruction of any portion of the Distribution System located on GCN Property shall be held under joint control of City and GCN and shall be made available to repair, restore or rebuild the damaged improvements. In the event that the fund that is created with the proceeds of such policies is insufficient to cover the cost of the repair, rebuilding or restoration of the damaged improvements located on the GCN Property, the excess cost shall be borne by GCN.

8.5 Not more frequently than once every three (3) years if, in the reasonable opinion of City or its insurance consultant, based upon the current trends of claims and recoveries, the amount of the public liability and property damage insurance coverage that GCN is carrying at that time with respect to that portion of the Distribution System, if any, located on GCN Property is not adequate, GCN shall increase the amount of such coverage as City, in its reasonable discretion, may require.

8.6 In the event that GCN fails or refuses, at any time, to maintain any of the policies of insurance that are required to be maintained by it pursuant to this Section, City shall have the right, but not the obligation, to acquire the same to provide such coverage and at such cost as City in its reasonable discretion sees fit, and GCN shall reimburse City for the reasonable costs that it incurs in so doing within thirty (30) days after GCN's receipt of City's invoice therefor.

SECTION 9

FORCE MAJEURE

Whenever a day is appointed herein on which, or a period of time is appointed in which, either party is required to do or complete any act, manner or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is reasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or to obtain fuel or energy, whether or other acts of God, or other causes beyond such party's reasonable control.

SECTION 10

ARBITRATION

10.1 In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, within five (5) days after receipt by the other party of a request to do so each party, or a person authorized to act on behalf of a party shall meet in Las Vegas, Nevada, and attempt to resolve such dispute. If they are unable to do so, the dispute may be settled by arbitration as herein provided.

10.2 Arbitration shall be initiated and required by giving notice specifying the matter to be arbitrated. If a court action is already pending on any matter for which a notice of arbitration is given, the notice is ineffective unless given before the respondent in the arbitration proceeding, has answered or otherwise responded in the court action. Any other provision hereof to be contrary notwithstanding, should a party seek a remedy which the arbitrators are not authorized to award, or should there be an indispensable party to such proceedings which has not agreed to bound thereby, neither party shall be required to submit such matter to arbitration, but the entire controversy, including, but not limited to, those portions for which the arbitrators could award relief or for which such third party is not indispensable, may be resolved by court action. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as then in effect. The arbitrators shall be persons experienced in the subject matter of the arbitration and they shall be bound by this Agreement and the laws of the State of Nevada. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to the parties to the arbitration. Each party shall pay one-half (½) the cost of arbitration, including arbitrator's fees. Attorney's fees shall be awarded as otherwise provided in this Agreement.

10.3 Unless the parties agree otherwise, there shall be three (3) arbitrators appointed as follows:

a. Within ten (10) days after notice requiring arbitration, each party shall appoint one (1) arbitrator and give notice of the appointment to the other party.

b. The two (2) arbitrators shall choose a third arbitrator within five (5)days after appointment of the second.

c. If either party fails to appoint an arbitrator, or if the two (2) arbitrators fail to chose a third, the appointment shall be made by the then presiding Chief Judge of the Eight Judicial District Court of the State of Nevada, acting in his or her individual and non-official capacity, on the application of either party and on five (5) days notice to the other party.

d. Either party may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by the other party. In that event, no further appointments of arbitrator shall be made and any other arbitrators previously appointed shall be dismissed.

10.4 All arbitration proceedings shall be held in Las Vegas, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within thirty (30) days after

the date upon which the hearings are concluded and the record is closed by the arbitrators. The decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof, the parties waiving any right to a trial de novo.

SECTION 11

SERVICE OF NOTICES

Any and all notices and demands by any party hereto to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made only if deposited in the United States Mail, Certified or Registered, postage prepaid, return receipt requested or if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries or if sent by telecopy. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Service by telecopy shall be deemed made upon confirmed transmission. Any notice or demand to City shall be addressed to City of Las Vegas at 400 East Stewart Avenue, Las Vegas, Nevada 89101, telecopy number (702) 388-1807 (attention: City Manager). Any notice or demand to GCN shall be addressed to GCN at 3415 East Bonanza, Las Vegas, Nevada 89101, telecopy number (702) 438-8382, (attention: William Walters). The parties may change their address for the purposes of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof of the others.

SECTION 12

BINDING EFFECT

Subject to any limitation on assignment set forth herein, all terms of this Agreement shall inure to the benefit of, be binding upon, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

SECTION 13

SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable by the laws applicable thereto, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Agreement, and all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall no way be effected, impaired or invalidity thereby.

SECTION 14

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties related to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

SECTION 15

MISCELLANEOUS

15.1 Wherever in any other document there is a conflict or inconsistency with this Agreement, this Agreement shall be deemed controlling. The captions appearing at the commencement of the sections hereof are descriptive only and for the convenience and reference to this Agreement and in no way whatsoever define, limit, amplify or describe the scope or intent of this Agreement, nor in any way are to be used in. interpreting the terms of this Agreement or affect this Agreement. Personal pronouns used herein shall be construed as though of the gender and number required by the context of this Agreement, and the singular shall include the plural and the plural the singular as may be required by the context of this Agreement.

15.2 In the event of a dispute between the parties concerning the enforcement or interpretation of this Agreement, the prevailing party of such dispute, whether by legal proceedings or otherwise, shall be reimbursed immediately by the other party to such dispute for reasonably incurred attorney's fees and other costs and expenses. In the event it becomes necessary for any party to retain legal counsel for the representation of its rights hereunder in or in connection with the bankruptcy of another party, such party, if successful therein, shall be reimbursed immediately by the party in bankruptcy for reasonably incurred attorney's fees and other costs and expenses.

15.3 No modification, waiver, amendment, discharge or change of this agreement shall be valid unless the same is in writing and signed by each of City and GCN. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, each party shall perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all further acts, deeds and assurances as made, from time to time, the reasonably requested by any party to consummate the transactions contemplated in this Agreement and for the better assuring to the requesting party all its rights hereunder.

15.4 This Agreement shall be deemed to be made under the laws of the State of Nevada and for all purposes shall be governed by and construed in accordance with the laws thereof. Clark County, Nevada, shall be the exclusive venue for any action brought by the parties in any way related to this Agreement.

15.5 This Agreement shall not be construed either for or against City or GCN, but this

Agreement shall be interpreted in accordance with the general tenure of its language.

15.6 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts shall constitute one and the same Agreement.

SECTION 16

BREACH

In the event that a party to this Agreement fails to perform any obligation under this Agreement, and such failure continues for a period of thirty (30) days after receipt of notice of said breach by the objecting party, the objecting party shall have the right to terminate this Agreement and seek such additional remedies as may be available at law or in equity. The objecting party shall have no right of termination if the breaching party shall have commenced to cure the alleged breach within thirty (30) days after receipt of the notice of said breach by the objecting party and thereafter diligently pursues such cure to completion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

_____ 1/26/98
Date

GOLF CLUB OF NEVADA, INC.

By: _____

Its: President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this 27th day of January 1998, by JAN LAVERTY JONES, Mayor of the City of Las Vegas.

Beverly K Bridges
NOTARY PUBLIC, in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

STATE OF Nevada)
) ss.
COUNTY OF Clark)

This instrument was acknowledged before me, a notary public, on this 12th day of February, 1998, by William T. Walters, as President of GOLF CLUB OF NEVADA, INC.

Barbara J Cross
NOTARY PUBLIC, in and for said County and State

BARBARA J. CROSS
NOTARY PUBLIC - STATE OF NEVADA
CLARK COUNTY
97-0488-1 My Appt. Expires February 27, 2001

EXHIBIT A

ITEM	QUALITY STANDARD
Electrical conductivity levels	less than 3.0 mmhos/cm
TDS	less than 1300 mg/l
Sodium Hazard S.A.R.	less than 9.0 mg/l
Sodium	less than 250 mg/l
Bicarbonates (HCO3)	less than 250 mg/l
Sulfate (SO4)	less than 500 mg/l
Boron (H)	less than .67 mg/l
Chloride (C)	less than 290 mg/l
Aluminum	less than 5.0 mg/l
Arsenic	less than 2.0 mg/l
Beryllium	less than .1 mg/l
Chronium	less than .1 mg/l
Cobalt	less than .5 mg/l
Copper	less than .2 mg/l
Fluoride	less than 2.0 mg/l
Iron	less than 5.0 mg/l
Lead	less than 5.0 mg/l
Lithium	less than 2.5 mg/l
Manganese	less than .2 mg/l
Molybdenum	less than .01 mg/l
Nickel	less than .2 mg/l
Selenium	less than .02 mg/l
Vanadium	less than 10.0 mg/l
Zinc	less than 5.0 mg/l

The Quality Standards set forth above are subject to a variance of ten percent (10%) plus or minus.

EXHIBIT B

DISCLOSURE OF PRINCIPALS

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	**Contracting Entity**
Name:	Tartan Golf Management, LLC
Address:	2700 Vista Parkway Erie, CO 80516
Telephone:	602-432-1109
EIN or DUNS:	27-5164609

Block 2	**Description**
Subject Matter of Contract/Agreement: **Stallion Mountain Golf Course Water Provision Assumption Agreement**	
RFP #: N/A	

Block 3	**Type of Business**			
Individual	Partnership	**X**	Limited Liability Company	Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Stephen M. Kerr / Manager	2700 Vista Parkway; Erie CO 80516	602-432-1109
2.	Colleen O. Kerr / Member	2700 Vista Parkway; Erie CO 80516	602-432-1109
3.	Erin M. Kerr Houtsma / Member	2700 Vista Parkway; Erie CO 80516	602-432-1109
4.	Shannon C. Kerr / Member	2700 Vista Parkway; Erie CO 80516	602-432-1109
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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

Name

5-20-11

Date

Subscribed and sworn to before me this 20th day of May, 2011.

Notary Public

STATE OF COLORADO NOTARY PUBLIC BRENDA L. ROWE

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of a request to remove on-street parking on Valley View Boulevard from Desert Inn Road to Pennwood Avenue - Ward 1 (Tarkanian)

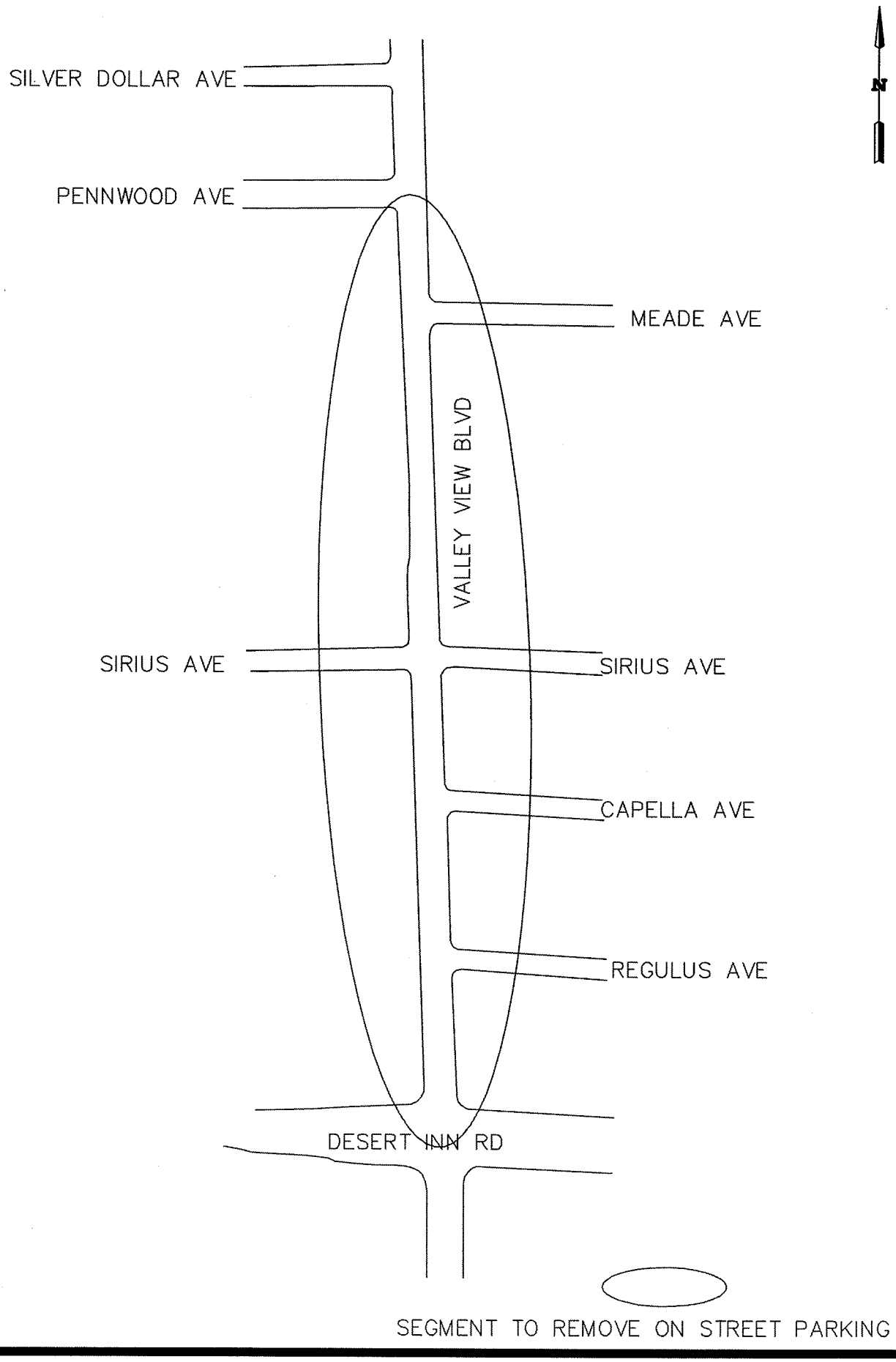
Fiscal Impact

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

PURPOSE/BACKGROUND:
The city of Las Vegas will soon be implementing plans to construct roadway improvements on Valley View Boulevard from Desert Inn Road to US-95. This project will serve to extend the existing improvement constructed by Clark County a few years ago. The goals of the project are to improve traffic safety, operations, and capacity and to provide other enhancements. In conjunction with this roadway project, on-street parking will be prohibited on Valley View Boulevard from Desert Inn Road to Pennwood Avenue where parking is currently allowed.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
Map


SILVER DOLLAR AVE
PENNWOOD AVE
MEADE AVE
VALLEY VIEW BLVD
SIRIUS AVE
SIRIUS AVE
CAPELLA AVE
REGULUS AVE
DESERT INN RD
N
SEGMENT TO REMOVE ON STREET PARKING

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of First Supplemental Interlocal Contract LAS28A10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease construction funding in the amount of $859,000 for the construction for the Langtry Channel – Bonanza Road to Washington Avenue – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On October 14, 2010 the District approved an Interlocal Contract for construction associated with the flood control improvements Langtry Channel – Bonanza Road to Washington Avenue project. This First Supplemental Interlocal Contract will decrease the construction funding due to favorable bids. The total cost of the contract shall not exceed $1,452,200. The Clark County Regional Flood Control District approved this contract at its April 14, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS28A10

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
LANGTRY CHANNEL – BONANZA ROAD TO WASHINGTON AVENUE

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of April, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facilities LCLT 0006 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the City wishes to decrease the construction funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed $85,000.

2. Construction at a cost not to exceed $1,367,200.

3. The total cost of the contract shall not exceed $1,452,200 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated October 14, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to form

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

John S. Ridilla
Deputy City Attorney

Date of District Action

April 14, 2011

Regional Flood Control District

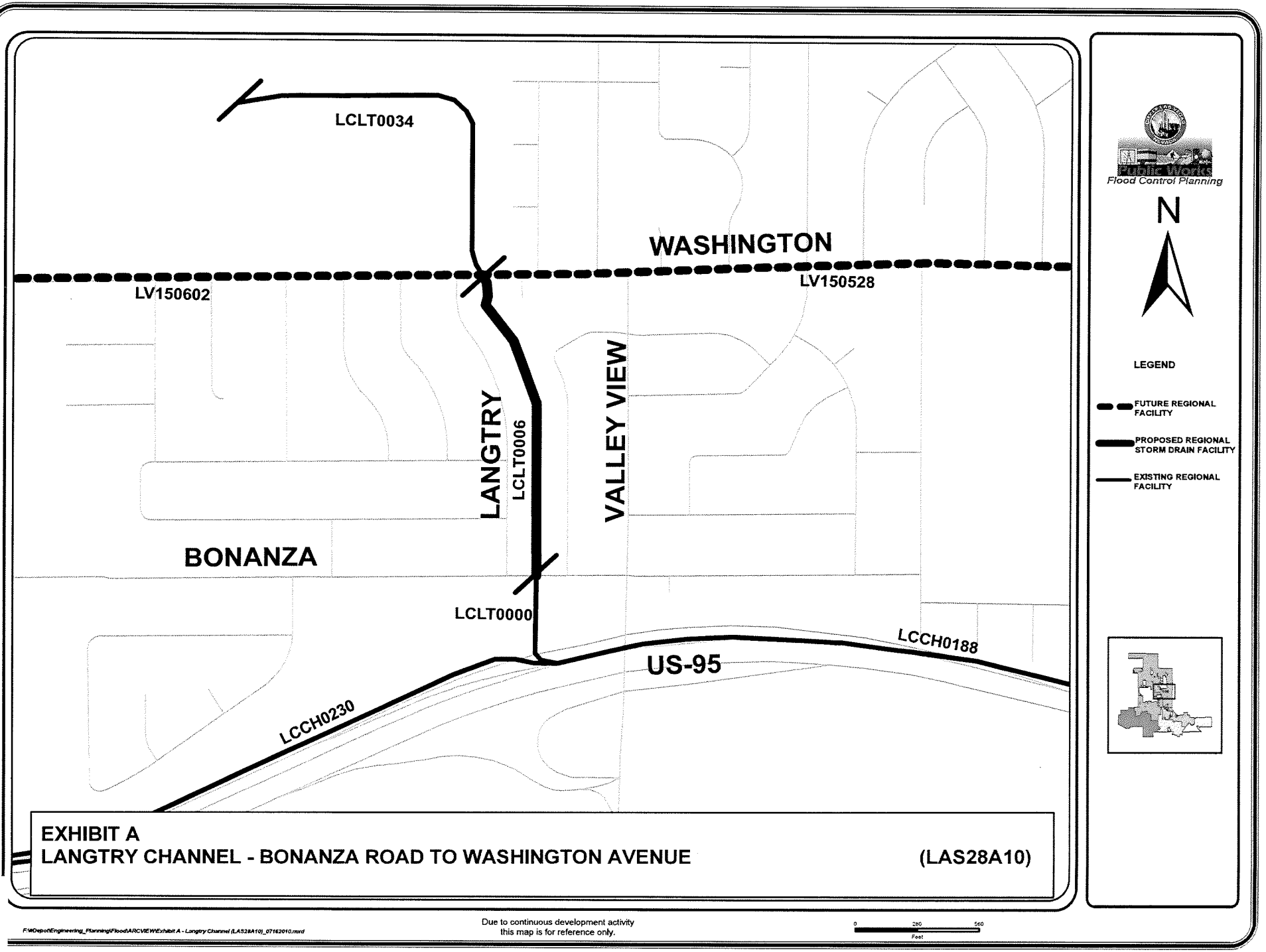
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins April 14, 2011
Christopher Figgins Date
Chief Deputy District Attorney


LCLT0034
WASHINGTON
LV150602
LV150528
LANGTRY
LCLT0006
VALLEY VIEW
BONANZA
LCLT0000
LCCH0188
US-95
LCCH0230
Public Works
Flood Control Planning
N
LEGEND
FUTURE REGIONAL FACILITY
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING REGIONAL FACILITY
EXHIBIT A
LANGTRY CHANNEL - BONANZA ROAD TO WASHINGTON AVENUE
(LAS28A10)
F:\lDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Langtry Channel (LAS28A10)_07162010.mxd
Due to continuous development activity this map is for reference only.
0
280
560
Feet

LAS28A10

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of Supplemental Interlocal Contract No. 5 (573E) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and extend project completion date to December 31, 2012 for the Arterial Restoration and Preservation Project Fiscal Year 2008 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an interlocal contract with Regional Transportation Commission of Southern Nevada (RTC) on September 13, 2007 and supplemental interlocal contracts dated June 11, 2009, November 12, 2009, December 10, 2009 and March 11, 2010 for improvements associated with the Arterial Reconstruction and Preservation Project Fiscal Year 2008. This Supplemental Interlocal Contract No. 5 will change the scope of the project as outlined in the Exhibit A and extend project completion date to December 31, 2012. The Regional Transportation Commission approved this contract at their April 14, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 5 (573E)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5

ARTERIAL RESTORATION AND PRESERVATION PROJECT
FISCAL YEAR 2008

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 made and entered into this 14th day of April, 2011 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on September 13, 2007, supplemental interlocal contracts on June 11, 2009, November 12, 2009, December 10, 2009 and March 11, 2010 for improvements associated with the Fiscal Year 2008 Annual Restoration and Preservation Projects; and

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

WHEREAS, the CITY desires to change the scope of the project and extend project completion date.

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

SECTION I - SCOPE OF PROJECT shall be revised to read as follows:

This Interlocal Contract applies to improvements associated with the 2008 Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling and traffic striping as necessary. Where applicable, wheel chair ramps will be installed at curb returns and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes and bike paths will be part of the striping of the finished roadway as long as the bike lane or path is part of the Bicycle and Pedestrian Element of the Regional Transportation Plan. The PROJECT is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2012.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated September 13, 2007 and supplemental interlocal contracts dated June 11, 2009, November 12, 2009, December 10, 2009 and March 11, 2010 shall remain unchanged.

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

Date of Commission Action:

4/14/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 5/10/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2008

Update: 3/1/11

Location / Limits	Project Type	Type of Work										Estimated Costs
		A	B	C	D	E	F	G	H	I	J	
Alexander Rd-Cimarron to US95	Thin overlay, light repairs											$ 37,400
Durango Dr-Cheyenne to Alexander	Thin overlay, light repairs											$ 43,200
Hills Center - Village Ctr to Lake Mead	Thin overlay, light repairs											$ 40,600
Village Center - Golf Ctr to Golf Ctr	Thin overlay, light repairs											$ 34,200
Bonanza Rd - Las Vegas Blvd to Nellis	Thin overlay, light repairs											$ 1,585,000
Maryland Pkwy-Stewart to Sahara	Thin overlay, light repairs											$ 682,000
Rainbow Blvd, Gowan Rd to Red Coach Ave	Thin overlay, light repairs							X		X	X	$ 10,000
Ann - US95 to Durango	Thin overlay, light repairs							X		X	X	$ 702,800
Torrey Pines - Cheyenne to Washington	Thin overlay, light repairs							X		X	X	$ 702,800
Decatur Blvd - Lake Mead to Rancho	Thin overlay, light repairs							X		X		$ 45,000
Rampart Blvd - Lake Mead to Summerlin	Thin overlay, light repairs							X		X		$ 45,000
Buffalo Dr - Lake Mead to Charleston	Thin overlay, light repairs							X		X		$ 50,000
Lake Mead Blvd - Jones to Hills Center	Thin overlay, light repairs							X		X		$ 80,000
	Total City of Las Vegas Formula Funds:											**$ 4,058,000.00**

A = Crack Seal
B = Asphalt Patch
C = Concrete Repairs
D = ADA compliance
E = Pavement/Base Replacement
F = Inter-connect cable/conduit (as needed)
G = Thin overlay
H = Structural overlay
I = Engineering Design
J = Construction management and Contingency

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Approval of Supplemental Interlocal Contract No. 2 (638B) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding for improvements associated with the Arterial Reconstruction Projects Fiscal Year 2011 ($2,047,000-RTC) – Wards 4, 5 and 6 (Anthony, Barlow and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,047,000
Funding Source: RTC
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an interlocal contract with the Regional Transportation Commission of Southern Nevada (RTC) on June 10, 2010 and supplemental interlocal contract on January 13, 2011 for improvements associated with the Arterial Reconstruction Projects Fiscal Year 2011. This Supplemental Interlocal Contract No. 2 will change the scope of the project as outlined in the Exhibit A and increase project funding in the amount of $2,047,000. Total cost of the project shall not exceed $4,517,000. The Regional Transportation Commission of Southern Nevada approved this contract at their January 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 2 (638B)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
ARTERIAL RECONSTRUCTION PROJECTS FISCAL YEAR 2011

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2, made and entered into this 14th day of April, 2011 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY and the Regional Transportation Commission of Southern Nevada hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, the Regional Transportation Commission may approve and fund projects to improve streets or highways; and

WHEREAS, a Project to design, perform construction inspection and construct roadway improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects, being located totally within the CITY, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated June 10, 2010, and Supplemental Interlocal Contract on January 13, 2011 and,

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

WHEREAS, the CITY desires to change the scope of the project and increase Project funding.

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling and traffic striping as necessary. Where applicable, wheel chair ramps will be installed at curb returns and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes and bike paths will be part of the striping of the finished roadway as long as the bike lane or path is part of the Bicycle and Pedestrian Element of the Regional Transportation Plan. The PROJECT is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

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

The RTC agrees to provide from Senate Bill 5 (SB5) funding for Project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction and engineering shall not exceed $4,517,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $4,417,000 and for engineering design at a cost not to exceed $100,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

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

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated June 10, 2010 and Supplemental Interlocal Contract dated January 13, 2011 shall remain unchanged.

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

Date of Commission Action:

4/14/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

for KL

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 5/10/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2011

Update: 3-1-11

Location / Limits	Project Type	Type of Work										Estimated Costs
		A	B	C	D	E	F	G	H	I	J	
Cheyenne Ave- Durango Dr to Hualapai Way (with Sawtooths)	Thin overlay, light repairs		X	X	X	X	X	X				$ 1,200,000
Fort Apache- Alexander Rd to Cheyenne Ave (with Sawtooths)	Thin overlay, light repairs		X	X	X	X	X	X				$ 780,000
Torrey Pines Drive - Cheyenne to Washington	Thin overlay, light repairs		X	X	X	X	X	X				$ 750,000
Rainbow - Gowan to Red Coach	Thin overlay, light repairs		X	X	X	X	X	X				$ 1,187,000
Ann Road - US 95 to Durango	Thin overlay, light repairs		X	X	X	X	X	X				$ 600,000
	Total City of Las Vegas Formula Funds:											**$ 4,517,000.00**

A = Crack Seal
B = Asphalt Patch
C = Concrete Repairs
D = ADA compliance
E = Pavement/Base Replacement
F = Inter-connect cable/conduit (as needed)
G = Thin overlay
H = Structural overlay
I = Engineering Design
J = Construction Management and Contingency

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RESOLUTIONS:

R-24-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Las Vegas Convention and Visitors Authority (LVCVA) Special Revenue Fund (SRF) Budget in the amount of $616,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $616,000
Funding Source: LVCVA SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2011 LVCVA SRF Budget in the amount of $616,000.

RECOMMENDATION:
Staff recommends approval of the augmentation to the LVCVA SRF Budget.

BACKUP DOCUMENTATION:
1. Resolution R-24-2011
2. Exhibit A - Augmentation

RESOLUTION NO. R-24-2011

RESOLUTION TO AUGMENT THE FISCAL YEAR 2011 LAS VEGAS CONVENTION AND VISITORS AUTHORITY SPECIAL REVENUE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the Las Vegas Convention and Visitors Authority Special Revenue Fund are now determined to be $4,778,079 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance and Intergovernmental Revenues in excess of the Fiscal Year 2011 Las Vegas Convention and Visitors Authority Special Revenue Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2011 Budget for the purpose of affecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2011, that the Fiscal Year 2011 Budget for the Las Vegas Convention & Visitors Authority Special Revenue Fund be increased from $4,162,079 to $4,778,079; and

BE IT FURTHER RESOLVED that additional expenditures totaling $616,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was 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:

_____ 5/24/11

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
AUGMENTATION AND AMENDMENT
LAS VEGAS CONVENTION & VISITORS AUTHORITY

	Current Budget	Adjustment	Amended Budget
REVENUES			
Intergovernmental	$ 4,161,655	$ 500,000	$ 4,661,655
Beginning Fund Balance	424	116,000	116,424
TOTAL RESOURCES	$ 4,162,079	$ 616,000	$ 4,778,079
EXPENDITURES			
Transfers Out	$ 4,160,000	$ 616,000	$ 4,776,000
Ending Fund Balance	2,079		2,079
TOTAL	$ 4,162,079	$ 616,000	$ 4,778,079

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RESOLUTIONS:

R-25-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Street Maintenance Special Revenue Fund (SRF) Budget in the amount of $3,100,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $3,100,000
Funding Source: Street Maintenance SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2011 Street Maintenance SRF Budget in the amount of $3,100,000.

RECOMMENDATION:
Staff recommends approval of the augmentation to the Street Maintenance SRF Budget.

BACKUP DOCUMENTATION:
1. Resolution R-25-2011
2. Exhibit A - Augmentation

RESOLUTION NO. R-25-2011

RESOLUTION TO AUGMENT THE FISCAL YEAR 2011 STREET MAINTENANCE SPECIAL REVENUE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the Street Maintenance Special Revenue Fund are now determined to be $18,823,790 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance in excess of the Fiscal Year 2011 Street Maintenance Special Revenue Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2011 Budget for the purpose of affecting an increase in appropriations for expenditures unplanned in original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2011, that the Fiscal Year 2011 Budget for the Street Maintenance Special Revenue Fund be increased from $15,723,790 to $18,823,790; and

BE IT FURTHER RESOLVED that additional expenditures totaling $3,100,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was 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:

J. Pinkerton 5/24/11

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
AUGMENTATION AND AMENDMENT
STREET MAINTENANCE SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Intergovernmental	$ 7,351,296	$	$ 7,351,296
Miscellaneous	394,139		394,139
Beginning Fund Balance	7,978,355	3,100,000	11,078,355
TOTAL RESOURCES	$ 15,723,790	$ 3,100,000	$ 18,823,790
EXPENDITURES			
Public Works	$ 15,012,514	$ 3,100,000	$ 18,112,514
Transfers Out			0
Ending Fund Balance	711,276		711,276
TOTAL	$ 15,723,790	$ 3,100,000	$ 18,823,790

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RESOLUTIONS:

R-26-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Building and Safety Enterprise Fund (EF) Budget in the amount of $500,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $500,000
Funding Source: Building and Safety EF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2011 Building and Safety EF in the amount of $500,000.

RECOMMENDATION:
Staff recommends approval of the augmentation to the Building and Safety EF budget.

BACKUP DOCUMENTATION:
1. Resolution R-26-2011
2. Exhibit A - Augmentation

RESOLUTION NO. R-26-2011

RESOLUTION TO AUGMENT THE FISCAL YEAR 2011 BUILDING & SAFETY ENTERPRISE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the Operating Transfers Out of the Building & Safety Enterprise Fund are now determined to be $500,000 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in the Operating Transfers out are made available through a reduction in Net Income of the Fiscal Year 2011 Budget for the Building & Safety Enterprise Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2011 Budget for the purpose of affecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2011, that the Fiscal Year 2011 Budget for the Building & Safety Enterprise Fund be increased from $7,284,363 to $7,784,363; and

BE IT FURTHER RESOLVED that additional expenditures totaling $500,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was 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:

_____ 5/24/11

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
AUGMENTATION AND AMENDMENT
BUILDING & SAFETY ENTERPRISE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
Public Safety	$ 7,284,363	$	$ 7,284,363
Operating Transfers Out		500,000	500,000
	$ 7,284,363	$ 500,000	$ 7,784,363

The increase in appropriation for Transfers Out does not cause a deficit in the equity balance of the this Fund.

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RESOLUTIONS:

R-27-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Employee Benefit Internal Service Fund (ISF) Budget in the amount of $13,250,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $13,250,000
Funding Source: Employee Benefit ISF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2011 Employee Benefit ISF in the amount of $13,250,000.

RECOMMENDATION:
Staff recommends approval of the augmentation to the Employee Benefit ISF budget.

BACKUP DOCUMENTATION:
1. Resolution R-27-2011
2. Exhibit A - Augmentation

RESOLUTION NO. R-27-2011

RESOLUTION TO AUGMENT THE FISCAL YEAR 2011 EMPLOYEE BENEFIT INTERNAL SERVICE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the Operating and Non-Operating Expenditures of the Employee Benefit Internal Service Fund are now determined to be $162,173,000 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in the Operating and Non-Operating Expenditures are made available through a reduction in Net Income of the Fiscal Year 2011 Budget for the Employee Benefit Internal Service Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2011 Budget for the purpose of affecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2011, that the Fiscal Year 2011 Budget for the Employee Benefit Internal Service Fund be increased from $148,923,000 to $162,173,000; and

BE IT FURTHER RESOLVED that additional expenditures totaling $13,250,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was 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:

J. Anticello 5/24/11

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
AUGMENTATION
EMPLOYEE BENEFIT INTERNAL SERVICE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
General Government	$ 146,823,000	$ 13,100,000	$ 159,923,000
Non-Operating Expenditurs:			
Contributions to Other Governments	2,100,000	150,000	2,250,000
	$ 148,923,000	$ 13,250,000	$ 162,173,000

The increase in appropriation for Operating Expenditures and Non-Operating Expenditures does not cause a deficit in the equity balance of this Fund.

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RESOLUTIONS:

R-28-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 City Facilities Internal Service Fund (ISF) Budget in the amount of $1,700,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $1,700,000
Funding Source: City Facilities ISF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2011 City Facilities ISF in the amount of $1,700,000.

RECOMMENDATION:
Staff recommends approval of the augmentation to the City Facilities ISF budget.

BACKUP DOCUMENTATION:
1. Resolution R-28-2011
2. Exhibit A - Augmentation

RESOLUTION NO. R-28-2011

RESOLUTION TO AUGMENT THE FISCAL YEAR 2011 CITY FACILITIES INTERNAL SERVICE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the Operating Expenditures and Transfers Out of the City Facilities Internal Service Fund are now determined to be $27,894,699 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in the Operating Expenditures and Transfers Out are made available through a reduction in Net Income of the Fiscal Year 2011 Budget for the City Facilities Internal Service Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2011 Budget for the purpose of affecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2011, that the Fiscal Year 2011 Budget for the City Facilities Internal Service Fund be increased from $26,194,699 to $27,894,699; and

BE IT FURTHER RESOLVED that additional expenditures totaling $1,700,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was 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:

J. Pandelli 5/24/11

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
AUGMENTATION
CITY FACILITIES INTERNAL SERVICE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
General Government	$ 22,892,783	$	$ 22,892,783
Transfers Out	3,301,916	1,700,000	5,001,916
	$ 26,194,699	$ 1,700,000	$ 27,894,699

The increase in appropriation for Operating Expenditures and Transfers Out does not cause a deficit in the equity balance of this Fund.

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RESOLUTIONS:

R-29-2011 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2011 Cemetery Operations Permanent Fund (PF) Budget in the amount of $35,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $35,000
Funding Source: Cemetery Operations PF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2011 Cemetery Operations PF in the amount of $35,000.

RECOMMENDATION:
Staff recommends approval of the augmentation to the Cemetery Operations PF.

BACKUP DOCUMENTATION:
1. Resolution R-29-2011
2. Exhibit A - Augmentation

RESOLUTION NO. R-29-2011

RESOLUTION TO AUGMENT THE FISCAL YEAR 2011 CEMETERY OPERATIONS PERMANENT FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the Cemetery Operations Permanent Fund are now determined to be $1,581,239 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance in excess of the Fiscal Year 2011 Budget for the Cemetery Operations Permanent Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2011 Budget for the purpose of affecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2011, that the Fiscal Year 2011 Budget for the Cemetery Operations Permanent Fund be increased from $1,546,239 to $1,581,239; and

BE IT FURTHER RESOLVED that additional expenditures totaling $35,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was 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:

J. Pantiello 5/24/11

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
AUGMENTATION AND AMENDMENT
CEMETERY OPERATIONS PERMANENT FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Charges for Serivces	$ 35,000	$	$ 35,000
Miscellaneous	85,530		85,530
Beginning Fund Balance	1,425,709	35,000	1,460,709
TOTAL RESOURCES	$ 1,546,239	$ 35,000	$ 1,581,239
EXPENDITURES			
Health	$ 85,530	$ 35,000	$ 120,530
Ending Fund Balance	1,460,709		1,460,709
TOTAL	$ 1,546,239	$ 35,000	$ 1,581,239

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the ratification of Flinn Fagg as Director of Planning ($120,000 + benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $120,000 + benefits
Funding Source: General Fund
Dept./Division: Planning

PURPOSE/BACKGROUND:
Flinn Fagg is currently serving as the Acting Director of Planning. Mr. Fagg was hired in 2003 as an Urban Design Coordinator and was promoted to Planning Manager in 2005. Before joining the City of Las Vegas, Mr. Fagg was an Urban Planner with the City of Fort Walton Beach, Florida. Flinn earned his Bachelor's degree in Architecture from the University of Oregon and his Master's degree in Architecture from the University of Miami. Mr. Fagg is also certified with the American Institute of Certified Planners.

RECOMMENDATION:
Approve and ratify the appointment of Flinn Fagg to the position of Director of Planning

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the ratification of Michele Freeman as the Director of Detention and Enforcement ($130,000 + benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $130,000 + benefits
Funding Source: General Fund
Dept./Division: Detention and Enforcement

PURPOSE/BACKGROUND:
Michele Freeman is currently serving as the Acting Director of Detention and Enforcement. Ms. Freeman has been with the City since 1992 and has served as Corrections Officer, Sergeant, Lieutenant, Deputy Director and currently Acting Director. Michele graduated from UNLV with a degree in Criminal Justice and is also a graduate from Northwestern University's Center for Public Safety.

RECOMMENDATION:
Approve and ratify the appointment of Michele Freeman to the position of Director of Detention and Enforcement

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding a Disposition and Development Agreement between City Parkway V, Inc., and the Cleveland Clinic Foundation for the disposition and development of parcels A2, B, J and K in Symphony Park, located at 100 South Grand Central Parkway, as a medical facility ($2,400,000 – Symphony Park Capital Projects Fund) (APNs 139-33-610-027, 025 and portions of 139-34-211-002) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,400,000
Funding Source: Symphony Park Capital Projects Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The City Council approved an Exclusive Negotiation Agreement September 16, 2009 and the First Amendment to Exclusive Negotiation Agreement July 30, 2010. The Disposition and Development Agreement contains terms under which City Parkway V, Inc. would convey parcels A2, J and K as a gift and sell parcel B at fair market value to Cleveland Clinic Foundation to develop and operate a medical facility consistent with the Symphony Park Master Plan. City Parkway V, Inc. has agreed to contribute $2,400,000 towards the cost of hauling and remediating contaminated soils excavated during construction of the project.

RECOMMENDATION:
Approval and authorization of City Parkway V, Inc., to execute the Disposition and Development Agreement.

BACKUP DOCUMENTATION:
Disposition and Development Agreement

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the ____ day of _____, 2011 by and among CITY PARKWAY V, INC., a Nevada non-profit company ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WITNESSETH:

WHEREAS:

A. CPV and Developer have entered into the ENA (hereinafter defined) whereby Developer has conducted a feasibility analysis of development of the Project (hereinafter defined) within the real estate development owned by CPV and known as "*Symphony Park*";

B. CPV desires to convey to Developer, and Developer desires to accept the conveyance of, the site for the development of a non-profit medical campus by Developer on those Parcels J, A-2, B and K in Symphony Park as depicted in the Site Plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto (the "*Site*").

C. CPV and Developer mutually desire to enter into this Agreement to set forth their agreements as to the conveyance of the Parcels (hereinafter defined) constituting the Site to Developer and the development of the Project (hereinafter defined) on the Parcels.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. CPV's purpose in entering into this Agreement is to effectuate job creation and economic benefit for the City. The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 Definitions.

"*Affiliate*" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person and shall include, but not be limited to, successors by merger to such Person and wholly owned subsidiaries of such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"*Agency*" means the City of Las Vegas Redevelopment Agency and any permitted assignee of, or successor to, its rights, powers and responsibilities.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*Cash Balance Due*" has the meaning set forth in Section 5.2 below.

"*City*" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"*City Council*" means the city council of the City of Las Vegas.

"*Close of Escrow*" and/or "*Closing*" means the consummation of the acquisition by Developer of fee title to a Parcel, which shall be evidenced by the recording of a Deed in the Official Records, Clark County, Nevada.

"*Closing Date*" has the meaning set forth in Section 10.1.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, 51% or more of the voting interests in a Person or the governing body of such Person.

"*CPV*" has the meaning set forth in the opening paragraph of this Agreement and includes CPV's successors and assigns as permitted under this Agreement.

"*Deed*" means CPV's Grant, Bargain and Sale deed in the form of Exhibit C attached hereto.

"*Developer*" has the meaning set forth in the opening paragraph of this Agreement and includes Developer's successors and assigns as permitted under this Agreement.

"*Developer Master Plan*" means that certain master plan for the development of the Parcels prepared by Developer and attached hereto as Exhibit D.

"*Design Standards*" means the Union Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments or restatements thereto adopted by the City Council.

"*Earnest Money Deposit*" has the meaning set forth in Section 4.1(d).

"*Effective Date*" has the meaning set forth in Section 19.

"*Election Notice*" has the meaning set forth in Section 4.1(b)(i) below.

"*ENA*" means the Exclusive Negotiation Agreement between the Parties dated February 28, 2009, as amended and as it may be further amended from time to time.

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations,

proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Law*" shall have the meaning set forth in the PEMA.

"*Escrow*" has the meaning set forth in Section 9.1.

"*Escrow Agent*" has the meaning set forth in Section 9.1.

"*Final Approved Parcel Project*" has the meaning set forth in Section 6.3(a).

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, the City, the County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or over, under or above the Site (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving any development on the Site.

"*Hazardous Substance*" shall have the meaning set forth in the PEMA.

"*Indemnitor*" has the meaning set forth in Section 8.

"*Information Return*" has the meaning set forth in Section 9.5(e).

"*Initial Notice*" has the meaning set forth in Section 4.1(b)(iii).

"*Liabilities*" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

"*Non-Foreign Transferor Declaration*" has the meaning set forth in Section 9.3(a)(iv).

"*NRS*" means Nevada Revised Statutes, as amended from time to time.

"*Parcel J*", "*Parcel A-2*", "*Parcel B*" and "*Parcel K*" are those parcels of land located within the Site respectively shown on Exhibit A attached hereto and legally described on Exhibit B attached hereto.

"*Parcel JK*" means Parcel J and Parcel K collectively.

"*Parcel JK Scope of Development*" is Exhibit E attached hereto.

"*Parcel JK Schedule of Performance*" is Exhibit F attached hereto.

"*Parcels*" means Parcel JK, Parcel A-2 and Parcel B collectively.

"*Parcel Closing Deadline*" has the meaning set forth in Section 4(b)(i) below.

"*Parcel JK DSLURS*" means those Parcel JK Project DSLURS of Special Land Use Restrictions in the form of Exhibit G attached hereto.

"*Parcel Project*" means the project approved to be constructed on a specific Parcel.

"Parking Lease Agreement" means the Parking Lease Agreement in the form attached hereto as Exhibit H.

"*Party*" has the meaning set forth in the preamble to this Agreement.

"*Parties*" has the meaning set forth in the preamble to this Agreement.

"*PEMA*" means the Project Environmental Management Agreement Set forth in Exhibit I attached hereto, as it may be amended from time to time.

"*Person*" means any individual, corporation, partnership, limited partnership, Limited Liability Company, joint venture, association, joint-stock company, trust, unincorporated organization, government, state, city or any political subdivision thereof.

"*Project*" means a multi-disciplinary medical campus to be constructed on the Site as set forth in the Developer Master Plan operated exclusively on a non-profit basis.

"*Project DSLURS*" means that certain Project Declaration of Special Land Use Restrictions and Option to Repurchase in the form set forth in Exhibit J attached hereto.

"*Purchase Price*" has the meaning set forth in Section 5 below.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Releasing Parties*" has the meaning set forth in Section 14.3(a).

"*Required Approvals*" means all approvals and permits necessary under the Requirements for the development, construction and operation of a Parcel Project, including without limitation, the issuance of a building permit for the construction of such Parcel Project.

"*Requirement*" means (i) the applicable laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements of the Governmental Authorities having jurisdiction over Developer or Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record. The term "*Requirement*" includes the Symphony Park Documents, as such may be amended from time to time, and the Design Standards, as such may be amended from time to time, provided, however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the Design Development Phase for a Parcel Project, any subsequent amendments to the Symphony Park Documents which would require modification of the approved Design Development Phase of a Parcel Project shall not be applicable to such Parcel Project.

"*Schedule of Performance*" means the schedule of performance set forth in Exhibit K attached hereto, as it may be amended from time to time.

"*Site*" has the meaning set forth in Recital B.

"*SP Master Plan*" means that Master Plan for Union Park approved by the Planning Commission of the City on October 5, 2006 and approved by the Council on November 1, 2006, as such has and may be amended or modified from time to time.

"*SPDRC*" means the design review committee created and operating pursuant to the Design Standards.

"*Symphony Park*" has the meaning set forth in Recital A.

"*Symphony Park Documents*" has the meaning set forth in Section 6.5.

"*Title Policy*" has the meaning set forth in Section 12.

"*Unavoidable Delay*" means any prevention, delay or stoppage due to any of the following (provided that such prevention, delay or stoppage is beyond the claiming Party's reasonable control): strikes, lockouts, labor disputes, slowdowns, acts of God, inability to obtain labor or materials at a commercially reasonable cost, war, enemy action, acts of terrorism, civil commotion, fire, casualty, abnormal weather conditions, unknown subsurface conditions, a moratorium or any regulatory policy which impedes or precludes private development on the Site, a court order which causes a delay (unless resulting from disputes between or among the party alleging an Unavoidable Delay, present or former employees, officers, members, partners

or shareholders of such alleging party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging party), or other such cause beyond such Party's reasonable control other than the application of a Requirement. Any delay resulting from Hazardous Substances on the Site or a Parcel shall not constitute Unavoidable Delay.

"*UPRR Lawsuit*" means that certain lawsuit filed in the United States District Court of Nevada, Case No.: 2:09-cv-01299-PMP-GWF with CPV, as plaintiff, and Union Pacific Railroad Company, as defendant.

2. THE SITE AND THE PROJECT.

The "*Site*" consists of the Parcels.

3. PARTIES TO THE AGREEMENT

3.1 CPV. The office of CPV is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. CPV shall have the right to assign CPV's interest under this Agreement (i) to the City or an Affiliate thereof and (ii) to a purchaser of all of Symphony Park or a purchaser of a portion of Symphony Park that includes the Site, provided, however, that such assignee agrees in writing to assume all of CPV's obligations under this Agreement. Upon such assignment and assumption, CPV shall have no further obligations or liabilities under this Agreement.

3.2 Developer. Developer is the Cleveland Clinic Foundation, an Ohio non-profit corporation. Developer's principal office is located at 9500 Euclid Avenue, Cleveland, Ohio 44195. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit L, all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer (excluding primary, secondary or high yield financiers). Developer shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the City and CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Developer. Developer and CPV agree that:

(a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Developer shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CPV, which approval may be withheld at CPV's sole discretion. Developer agrees that a transfer of the equity interests in Developer shall constitute a transfer or assignment of Developer's interest in this Agreement. Notwithstanding the foregoing, Developer may transfer or assign this Agreement without obtaining CPV's prior written approval to a Developer Affiliate so long as such Affiliate is non-

profit Person. In the event of a transfer or assignment to a Developer Affiliate, Developer shall provide written notice to CPV along with a disclosure of principals required by Section 3.2 above.

This Agreement may be terminated by CPV if there is any change (voluntary or involuntary) in the membership or control of Developer except as expressly provided herein. Upon such termination Developer shall have no further rights under this Agreement nor any right to acquire any remaining Parcel not acquired by Developer prior to termination. Notwithstanding such termination, Developer shall maintain all rights it has under this Agreement or otherwise in connection with all Parcels acquired by Developer prior to such termination of this Agreement, and Developer shall maintain full development rights to all such Parcels.

(c) CPV shall have thirty (30) days after Developer (i) gives written notice to CPV of a proposed assignment or transfer to any Person (who must be a non-profit Person) requiring CPV's approval hereunder; and (ii) provides CPV with such information as reasonably required by CPV to make an informed decision to review and approve such assignment or transfer. Failure of CPV to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by CPV unless approval of the City Council is required in which case the time for such approval will be extended to the time reasonably necessary for CPV to comply with the required and customary procedures for obtaining approval of the City Council.

4. ACQUISITION OF THE SITE AND PURCHASE PRICE.

4.1 Parcel Acquisition.

(a) CPV agrees to convey to Developer, and Developer agrees to accept the conveyance of, the Site on the terms and conditions provided herein.

(b) (i) Developer will acquire the Site in separate phases in order to develop a distinct Parcel Project on each Parcel. Subject to the provisions of Section 4(b)(iii) it is the current intention of Developer that Parcel JK will be the first phase of development of the Project and shall be developed pursuant to Section 6.2 below. Developer will deliver to CPV a written notice (the "*Election Notice*") at least one hundred twenty (120) days before the scheduled Closing date of each Parcel. Each Election Notice must be accompanied by a revised Developer Master Plan and phasing plan for the Project. Each Election Notice shall (i) be accompanied by an updated Schedule of Performance for the Final Approved Parcel Project for such Parcel and (ii) specify a date for the scheduled Closing for such Parcel. The Closing for each Parcel shall occur no later than the outside Closing date set forth in Section 4(b)(iii) for each Parcel, the "*Parcel Closing Deadline*"). Each Parcel Closing Deadline is subject to automatic extension due to (i) delay in the fulfillment of any of Developer's conditions precedent specified in Section 10.1 below, unless such delay is caused by Developer, and (ii) Unavoidable Delay.

(ii) In the event Developer fails to close the acquisition of a Parcel by a required Parcel Closing Deadline (subject to automatic extension due to (i) delay in the fulfillment of any of Developer's conditions precedent specified in Section 10.1 below,

unless such delay is caused by Developer, and (ii) Unavoidable Delay), then this Agreement may be terminated by CPV in accordance with Section 17.2(a) below, and Developer shall have no further rights in connection with any Parcel not acquired by Developer prior to termination of this Agreement. Notwithstanding such termination, Developer shall maintain all rights it has under this Agreement or otherwise in connection with all Parcels that Developer has acquired prior to termination of this Agreement, and Developer shall maintain full development rights to such Parcels.

(iii) Developer and CPV agree that (i) Developer can acquire the Parcels in any order determined by Developer in its sole discretion provided that Developer gives notice to CPV no later than December 31, 2014 (the "*Initial Notice*") of which Parcels it will acquire and the order in which the Parcels will be acquired and (ii) the required Parcel Closing Deadlines for the acquisition of each Parcel identified in the Initial Notice shall be 12/31/16 for the first Parcel, 12/31/18 for the second Parcel if so identified in the Initial Notice and 12/31/20 for the third Parcel if so identified in the Initial Notice, respectively.

(iv) CPV agrees that prior to the Closing for Parcel JK, CPV, at its cost and expense, shall submit and process all required applications to the applicable Governmental Authorities for the consolidation of Parcel J and Parcel K into one legal parcel of land.

(c) Developer agrees that Developer's right to acquire additional Parcels subsequent to the first Closing shall be contingent upon the condition that all phases of the Parcel Project for any Parcel previously acquired by Developer be complete or under continuous vertical construction prior to the Close of Escrow for the subsequent Parcel.

(d) Developer agrees that along with the Initial Notice, Developer shall deposit in Escrow the sum of five hundred thousand ($500,000) (the "*Earnest Money Deposit*") within thirty (30) days following delivery of the Initial Notice. The Earnest Money Deposit shall be held by the Escrow Agent as security for the performance by Developer of Developer's agreement to close the acquisition of all of those Parcels identified in the Initial Notice. CPV agrees that as Developer closes the acquisition of a Parcel identified in the Initial Notice, a pro rata portion of the Earnest Money Deposit shall be refunded to Developer at the Closing of the acquisition of such Parcel identified in the Initial Notice. By way of example only, (i) in the event Developer notifies CPV in the Initial Notice that Developer will be acquiring three (3) Parcels, then one-third (1/3) of the Deposit will be refunded to Developer at the Closing of each Parcel acquisition, (ii) in the event Developer notifies CPV in the Initial Notice that Developer will be acquiring two (2) Parcels, then one-half (1/2) of the Deposit will be refunded to Developer at the Closing of a Parcel acquisition and (iii) in the event Developer notifies CPV in the Initial Notice that it will be acquiring only one (1) Parcel then the entire Deposit will be refunded to Developer at the closing of the Parcel acquisition. In the event Developer does not close the acquisition of a Parcel identified in the Initial Notice by its respective Parcel Closing Deadline and this Agreement is terminated pursuant to Section 17.2(a) below, the then entire remaining amount of the Earnest Money Deposit shall be forfeited in full to CPV as set forth in Section 17.2(b) below.

(e) In the event (i) that Developer fails to deliver the Initial Notice or notifies CPV in the Initial Notice that it does not intend to develop any of the Parcels or (ii) Developer fails to deposit in Escrow the Earnest Money Deposit as required, then Developer shall have no further rights hereunder in connection with any Parcels and this Agreement shall automatically terminate and be of no further force and effect. In addition, in the event Developer notifies CPV in the Initial Notice that Developer will not be acquiring all three Parcels, then those Parcels that are not to be acquired by Developer will automatically, as of the date of the Initial Notice, no longer be subject to this Agreement and Developer shall have no further rights or interest in connection with such Parcels that are not to be acquired by Developer.

5. PURCHASE PRICE AND PAYMENT OF THE PURCHASE PRICE.

5.1 The purchase price ("*Purchase Price*") for the Parcels and payment thereof shall be as follows:

(a) Parcel JK. The Purchase Price for Parcel JK shall be one dollar ($1.00).

(b) Parcel A-2. The Purchase Price for Parcel A-2 shall be one dollar ($1.00).

(c) Parcel B. The purchase price of Parcel B shall be the Fair Market Value of such Parcel as determined by the appraisal process set forth in Section 5(d) below. The Parties agree to comply with the appraisal and other procedures specified in NRS 268.059 through 268.063 in connection with the sale of Parcel B to obtain City Council approval of a resolution finding that the sale of the Parcel B either (a) is at a value equal to or higher than the higher of two appraised values determined by the appraisal process in NRS 268.059, or (b) meets the economic development exemption requirements prescribed by NRS 268.063.

(d) Appraisal Process. The fair market value of Parcel B shall be determined as of the Closing Date. The fair market value shall be the appraised fair market value of Parcel B based upon the blended (meaning arithmetic average) square foot purchase price that would be paid by a willing purchaser to a willing seller in an arms length transaction for the acquisition of Parcel B taking into account the existing condition, size and configuration of the such Parcel and making the assumption that the Parcel will be used as intended by Developer. With respect to any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years experience in Clark County, Nevada, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by the City, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than one hundred twenty (120) days prior to the Closing Date for Parcel B, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and the City upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be

concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by the City, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of the remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal no later thirty (30) days from the date of designation of the third appraiser hereunder and each of CPV and Developer shall thereafter have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review the same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such thirty (30) day period conclusively shall constitute such Party's waiver of its right to so comment.

5.2 Cash Balance Due. The respective Purchase Price for such Parcel shall be paid upon the Close of Escrow for each Parcel (the "*Cash Balance Due*").

6. SITE DEVELOPMENT

6.1 Generally.

(a) The Parties agree that the development of the Project on the Site and each Parcel Project shall be in accordance with the Developer Master Plan and the SP Master Plan including the suggested square footage and parking space requirements as specified in the SP Master Plan.

(b) The Parties acknowledge that the Developer Master Plan may evolve and be modified over time. Developer agrees that any modifications to the Developer Master Plan will require the approval of CPV and the SPDRC and must be in compliance with the SP Master Plan.

(c) Developer agrees that the Project and each Parcel Project, including individual Parcel Projects, shall be operated on a non-profit basis and that the Parcel JK DSLURS and the Project DSLURS shall require that each Parcel Project be operated on a non-profit basis except for such for profit uses as provided for therein.

6.2 Parcel JK. Subject to the provisions of Section 4.1(b)(iii) hereof, the Parties agree that it is the current intention of Developer that Parcel JK shall be the first phase of development of the Project. The Parcel Project for Parcel JK shall be as described in the Parcel JK Scope of Development and shall be designed and constructed pursuant to the Parcel JK Schedule of Performance. In accordance with the Parcel JK Schedule of Performance, Developer

is required to design and, subject to Section 6.3(a) hereof, obtain all Required Approvals for Parcel JK Parcel Project within the timelines set forth in the Parcel JK Schedule of Performance.

6.3 Project Planning and Development; Project Parking

(a) The Parties agree that the balance of the Parcels, other than Parcel JK, shall be planned, designed and permitted as set forth in the Schedule of Performance. In accordance with the Schedule of Performance, Developer is required, subject to the provisions in this Section 6.3(a), to obtain all Required Approvals for the respective Parcel Projects for each of the Parcels within the timelines set forth in the Schedule of Performance. Any Parcel Project (including Parcel JK pursuant to the Parcel JK Schedule of Performance) that has obtained all Required Approvals is referred to herein as a "*Final Approved Parcel Project.*" Notwithstanding anything to the contrary contained herein, the requirement that Developer must achieve a Final Approved Parcel Project for a Parcel prior to the Closing for such Parcel shall only require Developer to obtain those approvals that can be legally obtained by Developer prior to such Closing.

(b) The costs for all permits and approvals for the development of the Project shall be borne exclusively by Developer. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the appropriate agency having approval authority over the Project. Developer acknowledges that CPV has no authority to issue or expedite any such permits or approvals.

(c) Developer acknowledges that in the event the Developer notifies CPV in the Initial Notice that it will be acquiring only one (1) Parcel, then Developer will have no parking rights whatsoever in any other part of Symphony Park and the Parties will not enter into the Parking Lease Agreement. In the event Developer notifies CPV in the Initial Notice that it will be acquiring more than one Parcel, then the Parties shall enter into at the Closing for the first Parcel acquired by Developer the Parking Lease Agreement in order to provide Developer temporary offsite parking for the phased development of the Parcels to be acquired by Developer. The parking will be on those Parcels identified by Developer in the Initial Notice to be acquired by Developer after the first Parcel to be acquired by Developer. Developer and CPV acknowledge that (i) the Parking Lease Agreement will have a fixed term expiring on the earlier of (i) the date which is the scheduled closing date for the last Parcel identified in the Initial Notice or (ii) the date on which Developer's rights to acquire any Parcels in the Initial Notice have been terminated pursuant to Section 17.2(a) of this Agreement and upon expiration of such term, Developer will have to provide all parking for the Parcel Project on Parcels acquired by Developer and, except for the applicable provisions of the Development Declaration, Parking Agreement and Right of First Refusal between CPV and Keep Memory alive dated May 2, 2007 (the "DPR"), CPV shall have no further obligation to provide offsite parking to such Parcel Project any parking whatsoever within Symphony Park. Developer further acknowledges that all parking for the Project shall be located within the Project itself. Developer further agrees and acknowledges that except for the Parking Lease Agreement and as provided in the DPR, CPV, the City, the Agency or any Affiliates thereof shall have no obligations whatsoever to provide any other structured parking or surface parking in connection with the development of the Project and/or any Parcel Project. Upon the terms and conditions set forth in the DSLURS,

Developer agrees to construct a parking garage within the Project sufficient to support vehicular parking for all phases within the Project as well as that of the Cleveland Clinic Lou Ruvo Center for Brain Health. CPV acknowledges that Developer may provide its own parking plan internal to the Project as part of the overall design of the Project.

(d) Exhibit O attached hereto is a schedule and description of various easements and development requirements for Parcel JK which will be required in connection with the development of the Parcel JK in order to accommodate the overall development of Symphony Park.

6.4 Financing. Prior to a Close of Escrow for a Parcel, Developer shall submit to CPV evidence reasonably satisfactory to CPV that Developer has firm and binding commitments for the equity capital and construction financing necessary for development of the respective Parcel Project or that such construction financing shall be funded by Developer. Such financing shall be subject to the approval of CPV which approval will not be unreasonably withheld, conditioned or delayed.

6.5 Symphony Park Documents. Developer and CPV agree that the Site and the Project shall be part of the Symphony Park Owners Association and in connection therewith the Site and the Project shall be subject to the following which have been delivered to Developer pursuant to letter dated June 22, 2010: (a) the Charter for Symphony Park Master Association and any supplements thereto; (b) the Articles of Incorporation of the Symphony Park Master Association, (c) the by-laws of the Symphony Park Master Association, the Design Standards; (e) the rules and regulations of the Symphony Park Master Association adopted from time to time; and (f) the Project DSLURS of Shared Parking Covenants, Conditions and Restrictions for Symphony Park (collectively referred to herein as the "*Symphony Park Documents*"). Developer agrees to accept the Site subject to the Symphony Park Documents as any may be amended, modified or restated from time to time. Developer acknowledges receipt of copies of the Symphony Park Documents pursuant to such letter dated June 22, 2010.

6.6 Unrestricted Gaming Restriction. Developer agrees that each Deed conveying any of the parcels to Developer will contain a restriction on the Site prohibiting any use of the Site that would require an unrestricted gaming license as defined in NRS 463.0177. Such restriction will run in favor of, and be enforceable by, any owner of any parcel within Symphony Park on which a use requiring an unrestricted gaming license pursuant to the NRS 463.0177 is operated or is intended to be operated. Such restriction will be in effect for a period of sixty (60) years from the date of recordation of the Deed.

6.7 CPV Obligations.

(a) Except for CPV's contribution and indemnity obligations pursuant to the PEMA, Developer agrees that CPV, the City, the Agency or any Affiliates thereof shall not have any obligation whatsoever to contribute any funds or construct any on-site improvements in connection with the development of the Project and/or any Parcel Project.

(b) Except for CPV's contribution and indemnity obligations pursuant to the PEMA, Developer agrees that no obligation assumed by or imposed upon CPV by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against CPV shall require the payment of money by CPV, or the performance of any action by CPV, the performance of which requires money from CPV, except to the extent that funds are available for such payment or performance from City appropriations therefor lawfully made by the City. Except for CPV's contribution and indemnity obligations pursuant to the PEMA, this Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies for the performance of any obligations of CPV under this Agreement.

6.8 Developer Reporting. Developer agrees that its designated representatives who are the most knowledgeable with the Project will meet quarterly with representatives of CPV to provide updates to CPV on the status of Developer's efforts in determining the feasibility of developing the Project. The reporting to CPV by Developer will include those matters set forth on Exhibit N attached hereto. In addition, Developer agrees that such representatives shall appear at meetings of the City Council no less that once a year to report on the status of Developer's efforts in connection with the Project and at such other times as reasonably requested by CPV. Developer further agrees that once construction of a Parcel Project has commenced, such Developer representatives shall meet monthly with CPV.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CPV's Representations. CPV represents and warrants that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS.

(b) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement.

(c) The execution of this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement or Project DSLURS by CPV does not violate any provision of any other agreement to which CPV or the City is a party.

(d) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPV are necessary in connection with the execution of this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS by CPV or with the performance by CPV of its obligations hereunder or under any of the other attached exhibits.

(e) Except for that certain Parking License Agreement dated July 7, 2010 between the Parties, there are no leases, encumbrances or options to lease or purchase affecting the Site.

(f) Except as has been or may be specifically disclosed in writing to Developer by CPV, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(g) Except as has been or may be specifically disclosed in writing to Developer by CPV, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement, the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS.

(h) Except for the UPRR Lawsuit or as may otherwise be specifically disclosed in writing by CPV, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

(i) Except as has been or may be specifically disclosed in writing by CPV, the execution, delivery and performance of this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS by CPV will not (x) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site; or (y) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement. CPV is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(j) CPV is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

7.2 Developer's Representations. Developer represents and warrants to CPV that as of the date hereof and as of the date of the Close of Escrow for the acquisition of each Parcel:

(a) Developer is a non-profit company duly organized and existing under the laws of the State of Ohio.

(b) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS.

(c) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS.

(d) The execution of this Agreement, the PEMA the Parcel JK DSLURS, the Parking Lease Agreement and the Project DSLURS by Developer does not violate any provision of any other agreement to which Developer is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement, the PEMA, the Parcel JK DSLURS, the Parking Lease Agreement or the Project DSLURS by Developer or with the performance by Developer of its obligations under this Agreement, the PEMA the Parcel JK DSLRS, the Surface Parking Agreement or the Project DSLURS.

(f) Developer is not currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is not the subject of an involuntary petition under the Bankruptcy Code, has not made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement, the Parcel JK DSLURS, the Surface Parking Agreement or the Project DSLURS.

8. BROKERS.

Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby. The agreement of CPV to indemnify and hold Developer harmless is subject to the limitations and immunities granted by Chapter 41 of the Nevada Revised Statutes.

9. ESCROW

9.1 Escrow and Escrow Instructions. CPV and Developer agree to open an escrow account ("*Escrow*") with Nevada Title Company, 2500 North Buffalo Drive, Suite 150, Las Vegas, Nevada 89128, Attention: Kristin Ravelo as escrow agent ("*Escrow Agent*"), within three (3) business days after both Parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CPV and Developer, and a fully executed copy of the Agreement shall be delivered to Escrow Agent upon the opening of escrow. CPV and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon

indicating its acceptance of the provisions of this Section 9 in writing, delivered to CPV and to Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 Developer's Escrow Deposits.

(a) Not later than one (1) business day prior to a Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in an amount equal to the Cash Balance Due plus any prorations due from Developer or CPV pursuant to Section 13 below;

(ii) two (2) original copies, duly executed and acknowledged by Developer, of the Parcel JK DSLURS (in connection with the Closing of Parcel JK) and the Project DSLURS (in the case of a Closing of a Parcel other than Parcel JK);

(iii) two (2) original copies of the Parking Lease Agreement (if applicable) duly executed and acknowledged by Developer;

(iv) any all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents;

(v) developer's certificate signed by an officer of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(vi) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Developer shall deposit into Escrow the following fees, charges and costs after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not later than one business day prior to the scheduled date for a Closing:

(i) all of the premium and costs for the Title Policy and for any special endorsements to be paid by Developer as set forth in Section 12 below;

(ii) all of the state, county and/or city documentary transfer tax, if any;

(iii) all of the recording costs for the Parcel JK DSLURS or Project DSLURS, if any; and

(iv) all fees of Escrow Agent.

9.3 CPV's Escrow Deposits.

(a) Not later than one business day prior to the Close of Escrow, CPV will deposit with Escrow Agent the following:

(i) the Deed duly executed and acknowledged by CPV;

(ii) two (2) original copies, duly executed and acknowledged by CPV, of the Parcel JK DSLURS (in connection with the closing of Parcel JK) and the Project DSLURS (in the case of a Closing of a Parcel other than Parcel JK);

(iii) two (2) original copies of the Parking Lease Agreement (if applicable) duly executed and acknowledged by CPV;

(iv) a non-foreign transferor Project DSLURS in customary form (the "*Non-Foreign Transferor Declaration*") duly executed by CPV;

(v) CPV's certificate signed by the President or a Vice President of CPV that all of CPV's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(vi) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) CPV shall be charged with the following fees, charges and costs after Escrow Agent has notified CPV of the amount of such fees, charges and costs, which shall be deducted from CPV's proceeds at the Close of Escrow:

(i) ad valorem taxes, if any, upon the Site for any time prior to conveyance of title including the full amount of any special assessments assessed against any of the Project Parcels prior to the Closing Date of any such Parcels whether due and payable prior to or after such Closing Date and

(ii) any prorations due from CPV pursuant to Section 13 below.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to:

(a) Record the Deed and then any and all instruments required to be recorded pursuant to the Symphony Park Documents as it relates to the Site and then original counterparts of the Parcel JK DSLURS or Project DSLURS, as the case may be.

(b) Deliver to CPV by wire transfer or intrabank transfer funds in an amount equal to the Purchase Price as appropriately adjusted by CPV's closing costs in accordance with Section 9.3(b) above.

(c) In connection with the Closing of each Parcel to be acquired as identified in the Initial Notice only, deliver to Developer, by wire transfer or intrabank transfer funds, that portion of the Earnest Money Deposit as required to be refunded in accordance with Section 4.1(d) and all interest and earnings thereon.

(d) Deliver to Developer the Title Policy.

(e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "*Information Return*") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CPV: (i) a copy of the Deed as recorded; (ii) the original recorded Parcel JK DSLUR or Project DSLURS, as the case may be in counterparts; (iii) an original of the Parking Lease Agreement in counterparts; (iv) the original of all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents; (v) plain copies of the real property transfer tax declaration; and (vi) the original of Developer's certificate as to its representations and warranties; and

(b) to Developer: (i) the original of the Deed as recorded; (ii) an original of the Parcel JK DSLUR or Project DSLURS, as the case may be, in counterparts; (iii) in connection with the Closing of Parcel JK only, an original of the Parking Lease Agreement in counterparts; (iv) plain copies of all instruments required to be executed and acknowledged by Developer pursuant to the Symphony Park Documents; (v) plain copies of the real property transfer tax declaration; (vi) the original of the Non-Foreign Transferor Declaration; and (vii) the original of CPV's certificate as to its representations and warranties.

9.7 Funds. Unless otherwise instructed, all funds received in Escrow, including the Earnest Money Deposit, shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any federally insured state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts as approved by Developer and CPV. Developer shall have the right to instruct Escrow Agent to invest such funds, including the Earnest Money Deposit, in an interest bearing account, U.S. Treasury Bills or Notes or such other prudent investments as approved by CPV in writing. All disbursements shall be made by check of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Developer under this Agreement shall be for the benefit of Developer and applied to the Purchase Price.

9.8 Escrow Cancellation. If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CPV and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CPV or Developer to the respective rights and remedies granted to them pursuant to Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both CPV and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CPV or Developer, along with a copy to the other party, shall be directed to the addresses and in the manner established in Section 18.5 below for notices, demands and communications between CPV and Developer.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 13, inclusive, of this Agreement.

10. CONDITIONS TO CLOSE OF ESCROW

10.1 Conditions to Developer's Obligation to Close. Subject to the terms of this Agreement, the Closings shall be completed on or before the dates (each a "*Closing Date*") prescribed in Section 4.1(b)(iii) above. Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with a Close of Escrow for a Parcel is subject to the fulfillment or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived prior to such Close of Escrow:

(a) CPV shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CPV having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CPV as required herein;

(b) Escrow Agent is prepared to issue the Title Policy showing title to the parcel to be in the condition provided for herein; and

(c) CPV's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing.

10.2 Conditions to CPV's Obligation to Close. Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with a Close of Escrow for a Parcel is

subject to the fulfillment or waiver by CPV of each of the conditions precedent described below, which are solely for the benefit of CPV and which shall be fulfilled or waived prior to such Close of Escrow:

(a) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein;

(b) Developer has submitted to CPV the evidence of financing availability for the Parcel Project as required by Section 6.4 above;

(c) Developer's representations and warranties set forth in this agreement are true and correct in all material respects as of the Closing;

(d) Subject to the last sentence of Section 6.3(a) above, Developer has obtained a Final Approved Parcel Project for the development of the respective Parcel; and

(e) each phase of the Parcel Projects for all Parcels previously acquired by Developer must be completed and/or in full vertical and continuous construction.

10.3 Possession. Possession to a Parcel shall be delivered to Developer concurrently with the conveyance of title to the Parcel.

11. CONDITION OF TITLE. CPV shall convey to Developer fee simple title to the Parcels subject to only to those exceptions and matters which do not, in Developer's reasonable discretion, materially interfere or restrict the development of the Site. A Preliminary Title Report issued by Nevada Title Company dated as of _____ as Order Number _____ is set forth on Exhibit M attached hereto

12. TITLE INSURANCE. Concurrently with recordation of a Deed to a Parcel, and as a condition of Closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in the amount designated by Developer issued by Escrow Agent insuring that title to the respective Parcel is vested in Developer and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). Developer shall pay the cost of the Title Policy and the full cost of any special endorsements requested by Developer.

13. PRORATIONS. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Site with respect to the period prior to the Close of Escrow shall be for the account of CPV, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, CPV and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CPV to Developer or by Developer to CPV, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the

Close of Escrow, but not more than ninety (90) days thereafter, and either CPV or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

14. FEASIBILITY REVIEW; AS-IS SALE

14.1 Feasibility Review.

(a) Commencing on the Effective Date and thereafter, Developer, and its respective employees, agents, representatives, architects, attorneys, engineers, consultants and contractors (collectively, the "*Due Diligence Authorized Parties*"), shall have the right, at all reasonable times and upon prior 24-hour written notice given to the CPV (which may be by email), and subject to the remaining provisions of this Section 14.1, to enter the Site and conduct such investigations as the Developer in its discretion may desire or authorize in order to evaluate the desirability of its developing the Project and/or any Parcel Projects, it being agreed that any delegation of its rights under this Section 14.1 shall not release Developer of any of its obligations and duties to the CPV under this Article 14.

(b) (i) CPV and its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer or any Due Diligence Authorized Parties, (ii) Developer and its Due Diligence Authorized Parties shall conduct their investigations in a manner so as to minimize interference with Site occupants and the operations, and otherwise in accordance with standards customarily employed in the industry and all Requirements, (iii) Developer shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Site, and all persons who perform labor upon the Site, in connection with investigations, shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to investigations and shall, promptly remove any lien filed against the Site for work performed or materials delivered connection with the investigations, (iv) Developer promptly shall restore to the extent practicable any portion(s) of the Site disturbed by its investigations, and (v) if Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, or, as an alternative to filling and recompacting borings with soil, Developer shall have the right to fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells. The foregoing authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

Developer Indemnity. Developer hereby agrees to indemnify, hold harmless and defend CPV, the City, and officers, employees and agents (individually and collectively, the "*City Parties*"), from and against any and all Liabilities incurred by any of the City Parties arising out of or in connection with the Developer's investigations at the Site. Notwithstanding the foregoing, Developer shall have no duty hereunder to indemnify the City Parties from or against any Liabilities arising from the negligence or willful misconduct of any one or more of the City Parties. Developer shall deliver to the City concurrently herewith a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability,

naming the City as an additional insured. If the Developer maintains such coverage on a claims made basis, it will either maintain such coverages for three (3) years after the Due Diligence period or purchase a tail policy for a period of three (3) years thereafter. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be disclosed and entered on the required certificate of insurance and shall be no lower than "A VII". The Parties agree that the insurance specified in this Section 14.2 to be obtained by the Developer shall not limit the liability of the Developer hereunder. Notwithstanding the above, Developer shall have the right to provide and maintain the coverages referenced herein through a program of self insurance or from an affiliated carrier, which provides insurance to or for Developer, or a combination of both.

14.2 Ownership of Reports and Studies. CPV agrees and acknowledges that all right, title and ownership of all proprietary and non-proprietary reports and studies pertaining to the Site, including but not limited to marketing and research studies, internal planning studies, architectural drawings and renderings, surveys, and geotechnical and environmental reports and studies shall be the sole property of Developer.

14.3 As Is Nature of Transaction. Except as provided for herein or in the PEMA, Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by Developer in an "as is" condition with, if any, all faults and defects. Except as provided in the PEMA, CPV makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPV makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement and the Exhibits hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. In connection therewith, Developer further agrees as follows:

(a) Except as provided in the PEMA, Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("*Releasing Parties*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, Environmental Claims or other violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site .

(b) Except as provided in the PEMA, CPV hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which CPV has or may have in the future against Developer, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which CPV now has or which CPV may have in the future on account of or in any way arising out of or in connection with Hazardous Substances or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site prior to the Close of Escrow.

(c) Except as provided in the PEMA, Developer agrees that CPV is making no representations or warranties regarding the environmental conditions or any other condition of the Site.

14.4 Survival. Article 7, Article 8, Section 14.2 and Section 14.4 shall survive any termination of this Agreement and any Close of Escrow hereunder.

15. CONVEYANCE FREE OF POSSESSION.

Each Parcel shall be conveyed free of any possession or right of possession by any other Person except subject to the title matters set forth in Section 11 above.

16. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project. Developer acknowledges and agrees that CPV does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective agency having approval authority.

17. DEFAULT AND REMEDIES

17.1 Developer Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Developer event of default hereunder:

(a) The failure by Developer to timely deliver (i) the Initial Notice; (ii) the Earnest Money Deposit; (iii) the Cash Balance Due; or (iv) the deposits as required by Sections 9.2 and 9.4 above, unless such failure is as a result of the nonoccurrence of one or more of Developer's conditions precedent to the Close of Escrow set forth in Section 10.1 above;

(b) Developer has deposited the Earnest Money Deposit in Escrow pursuant to Section 4.1(d) and Developer fails to acquire the Parcels as required by Section 4.1 above;

(c) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor

statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(d) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, including without limitation the Parcel JK Schedule of Performance and the Schedule of Performance, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CPV. Developer shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CPV; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then Developer shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend a Parcel Closing Deadline and Developer's obligation to close the purchase of a Parcel by a required Parcel Closing Deadline; or

(e) Any of Developer's representations and warranties set forth in Section 7.2 above is found to be untrue in any material way as of the Closing Date.

17.2 CPV'S REMEDY.

(a) If a Developer event of default occurs as described in Section 17.1 above, CPV may by written notice to Developer terminate this Agreement. Upon such termination Developer shall have no further rights or obligations under this Agreement and shall have no right to acquire any remaining Parcel not already acquired by Developer. Notwithstanding such termination, Developer shall maintain all rights it has in connection with any Parcels Developer has acquired prior to termination of this Agreement, and Developer shall maintain full development rights to all such Parcels.

(b) In the event this Agreement is terminated pursuant to Section 17.2(a) above, THEN CPV MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT THEN REMAINING IN ESCROW TOGETHER WITH ALL EARNINGS THEREON AS CPV'S LIQUIDATED DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE PARCELS AS REQUIRED BY SECTION 4 ABOVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER THAT CPV'S ACTUAL DAMAGES FOR THE FAILURE BY DEVELOPER TO CLOSE THE ACQUISITION OF THE PARCELS WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:
CPV: _____

DEVELOPER: _____

17.3 CPV's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CPV event of default hereunder:

(a) the failure of CPV to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CPV's conditions precedent to the Close of Escrow set forth in Section 10.2 above; or

(b) any of CPV's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

(c) The filing of a petition or the institution of proceedings of, by, or against CPV pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or CPV making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or CPV becoming insolvent in the sense that CPV is unable to pay its debts as they mature or in the sense that CPV's debts exceed the fair market value of CPV's assets;

17.4 Developer's Remedies. In the event of a default by CPV prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination CPV shall be obligated to return the Earnest Money Deposit and release any interest it may have in the Earnest Money Deposit and to cause the same to be refunded to Developer and, upon such payment, CPV shall have no further liability whatsoever to Developer; or

(c) to demand specific performance of CPV's obligations under this Agreement without an abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CPV for damages resulting from CPV's event of default.

18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, including without limitation, the PEMA, shall survive the recordation of any deed and shall not be deemed merged into such deed.

18.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

18.4 Non-Liability of City Officials and Employees. No official or employee of CPV or the City shall be personally liable to Developer for any default or breach by CPV, for any amount which may become due to Developer or for any obligation of CPV under the terms of this Agreement.

18.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Economic & Urban Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

And:
City Attorney Office
City Hall, Ninth Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov
Attn: Teri Ponticello, ESQ.

And:
Newland Real Estate Group, LLC
6130 Elton Avenue, Suite 212
Las Vegas, NV 89107
Phone: (702) 220-8090
Fax: (702) 220-7636
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

If to Developer: Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Attn: Chief of Operations
Email: peacocw1@ccf.org

And: Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Attn: Chief Legal Officer
Email: rowand@ccf.org

And: Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Attn: Director of Construction of Facilities and Real Estate
Email: aucremf@ccf.org

18.6 Subsequent CPV Approvals. The Chairman of CPV or such other person as CPV may designate in writing to Developer is authorized to give any approval of CPV required or permitted by the terms of this Agreement. If there is no time specified herein for CPV's approval, Developer may submit a letter requiring CPV's approval within fifteen (15) days after submission to CPV or such approvals shall be deemed granted. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit A through Exhibit O, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All amendments hereto must be in writing and signed by the appropriate authorities of CPV and Developer.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

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

18.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

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

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

18.12 No Third Party Beneficiaries. Nothing in this Agreement 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 Agreement.

18.13 Open Records Law. Developer acknowledges that all documents submitted to CPV and/or the City are subject to Nevada Open Records Law set forth in Chapter 239 of Nevada Revised Statutes.

18.14 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

18.15 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

19. TIME FOR ACCEPTANCE OF AGREEMENT BY CPV. This Agreement was approved on _____, 20011 by the City Council. The effective date of this Agreement shall be the date of CPV's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

[SIGNATURES ON THE NEXT PAGE]

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

CPV

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

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

Rosenfeld & Renato
By: Michael [illegible] 6-6-11
of Counsel
Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:
_____

LIST OF EXHIBITS

EXHIBIT "A" DEPICTION OF PARCELS

EXHIBIT "B" LEGAL DESCRIPTION OF PARCELS

EXHIBIT "C" FORM OF DEED

EXHIBIT "D" DEVELOPER MASTER PLAN

EXHIBIT "E" PARCEL JK SCOPE OF DEVELOPMENT

EXHIBIT "F" PARCEL JK SCHEDULE OF PERFORMANCE

EXHIBIT "G" PARCEL JK DSLURS

EXHIBIT "H" PARKING LEASE AGREEMENT

EXHIBIT "I" PEMA

EXHIBIT "J" PROJECT DSLURS

EXHIBIT "K" PROJECT SCHEDULE OF PERFORMANCE

EXHIBIT "L" DISCLOSURE OF PRINCIPALS

EXHIBIT "M" TITLE REPORT FOR PARCELS

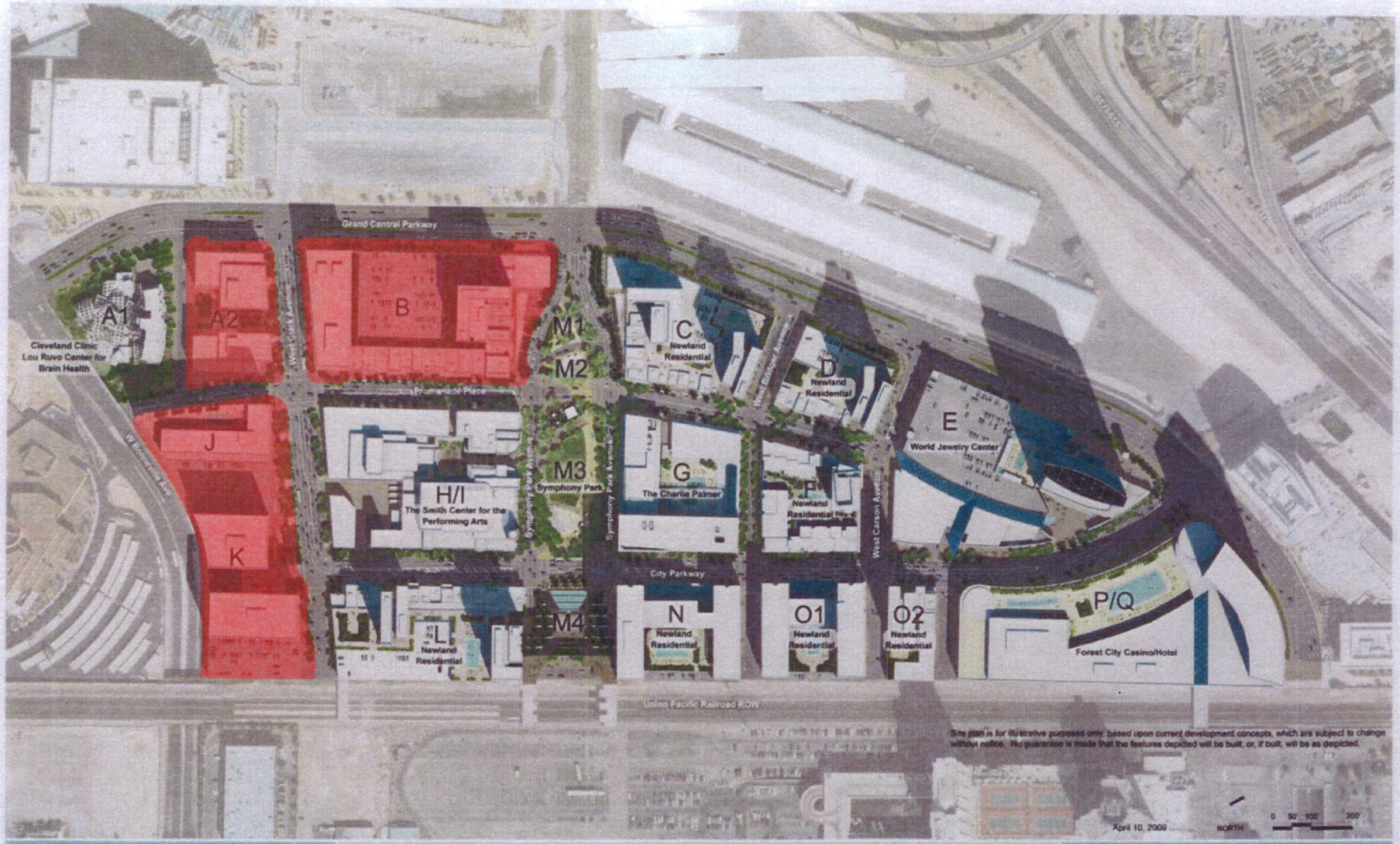
EXHIBIT "N" DEVELOPER REPORTING REQUIREMENTS

EXHIBIT "O" EASEMENT AND DEVELOPMENT ISSUES

EXHIBIT A

Disposition and Development Agreement

Cleveland Clinic Foundation



SYMPHONY PARK

ILLUSTRATIVE SITE PLAN

Newland COMMUNITIES

EXHIBIT B

Disposition and Development Agreement

Cleveland Clinic Foundation

January 26, 2007
J. Rangel/C. Pond:

LEGAL DESCRIPTION PARCEL A2

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 SOUTHEAST QUARTER (SE 1/4) OF 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:

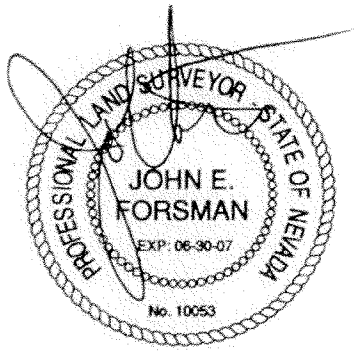
COMMENCING *AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE* ***POINT OF BEGINNING***; *THENCE NORTH 32°50'08" EAST, 61.37 FEET; THENCE NORTH 27°55'16" EAST, PARALLEL TO AND 10.00 FEET DISTANT TO SAID GRAND CENTRAL PARKWAY RIGHT-OF-WAY LINE, 168.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°10'50", AN ARC LENGTH OF 44.08 FEET; THENCE SOUTH 67°53'54" EAST, 295.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°54'49", AN ARC LENGTH OF 48.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2070.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 64°59'06" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°06'57", AN ARC LENGTH OF 257.08 FEET; THENCE SOUTH 17°53'58" WEST, 3.71 FEET; THENCE NORTH 62°20'53" EAST, 388.49 FEET TO THE* ***POINT OF BEGINNING***.

CONTAINING 2.29 ACRES

BASIS OF BEARING

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.

END OF DESCRIPTION.



1-31-07

LAND SURVEYOR, PLS
JOHN E. FORSMAN
NEVADA LICENSE NO. 10053

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RECORD OF SURVEY

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

GRAPHIC SCALE

LEGEND

SUBDIVISION BOUNDARY LINE
LOT LINE
EASEMENT LINE
STREET CENTERLINE
TIE LINE
FOUND MONUMENTATION AS SHOWN AND DESCRIBED
(100.00') BEARING DISTANCE PER BOOK 53, PAGE 61 OF PLATS
C1 CURVE LABEL
L1 LINE LABEL
(R) RADIAL
OR OFFICIAL RECORDS
ROW RIGHT-OF-WAY

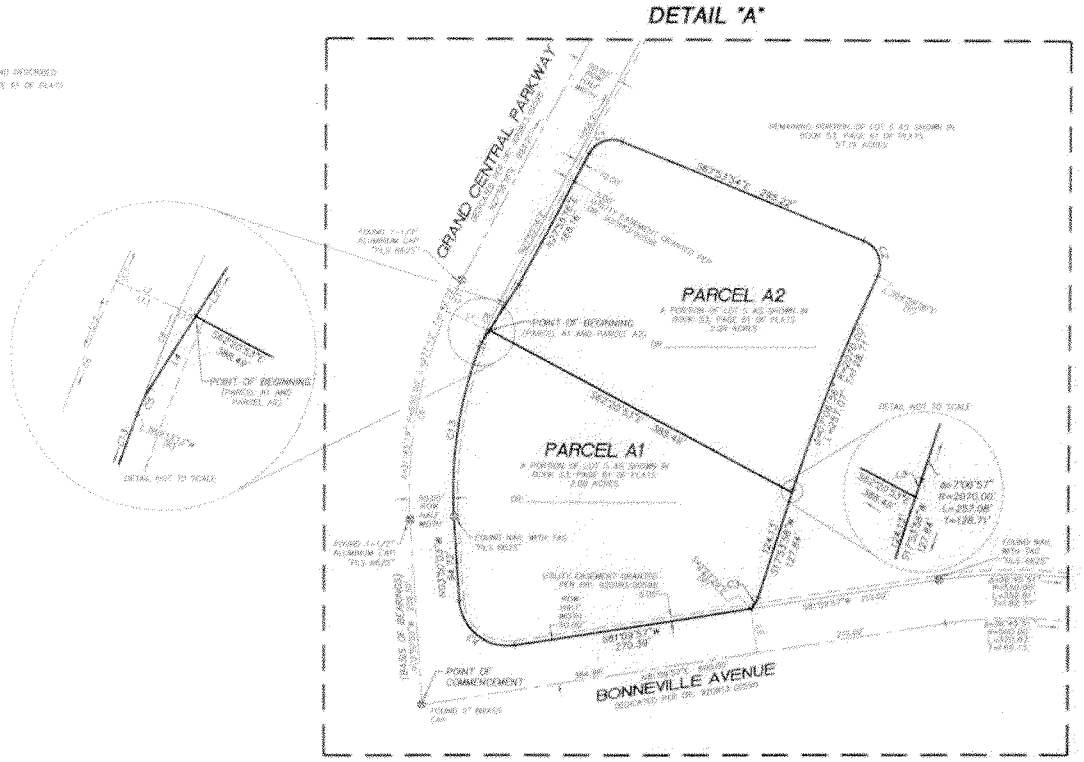
LINE TABLE

LINE	BEARING	LENGTH
L1	S00°00'00"E	30.00'
L2	N89°59'59"E	30.00'
L3	S00°00'00"E	30.00'
L4	S89°59'59"W	30.00'
L5	S00°00'00"E	30.00'
L6	S89°59'59"W	30.00'
L7	N00°00'00"W	30.00'
L8	S89°59'59"W	30.00'
L9	N00°00'00"W	30.00'
L10	N89°59'59"E	30.00'
L11	N00°00'00"W	30.00'
L12	N89°59'59"E	30.00'
L13	S00°00'00"E	30.00'
L14	N89°59'59"E	30.00'
L15	S00°00'00"E	30.00'
L16	S89°59'59"W	30.00'
L17	N00°00'00"W	30.00'
L18	S89°59'59"W	30.00'
L19	N00°00'00"W	30.00'
L20	N89°59'59"E	30.00'
L21	N00°00'00"W	30.00'
L22	N89°59'59"E	30.00'
L23	S00°00'00"E	30.00'
L24	N89°59'59"E	30.00'
L25	S00°00'00"E	30.00'
L26	S89°59'59"W	30.00'
L27	N00°00'00"W	30.00'
L28	S89°59'59"W	30.00'
L29	N00°00'00"W	30.00'
L30	N89°59'59"E	30.00'
L31	N00°00'00"W	30.00'
L32	N89°59'59"E	30.00'
L33	S00°00'00"E	30.00'
L34	N89°59'59"E	30.00'
L35	S00°00'00"E	30.00'
L36	S89°59'59"W	30.00'
L37	N00°00'00"W	30.00'
L38	S89°59'59"W	30.00'
L39	N00°00'00"W	30.00'
L40	N89°59'59"E	30.00'
L41	N00°00'00"W	30.00'
L42	N89°59'59"E	30.00'
L43	S00°00'00"E	30.00'
L44	N89°59'59"E	30.00'
L45	S00°00'00"E	30.00'
L46	S89°59'59"W	30.00'
L47	N00°00'00"W	30.00'
L48	S89°59'59"W	30.00'
L49	N00°00'00"W	30.00'
L50	N89°59'59"E	30.00'
L51	N00°00'00"W	30.00'
L52	N89°59'59"E	30.00'
L53	S00°00'00"E	30.00'
L54	N89°59'59"E	30.00'
L55	S00°00'00"E	30.00'
L56	S89°59'59"W	30.00'
L57	N00°00'00"W	30.00'
L58	S89°59'59"W	30.00'
L59	N00°00'00"W	30.00'
L60	N89°59'59"E	30.00'
L61	N00°00'00"W	30.00'
L62	N89°59'59"E	30.00'
L63	S00°00'00"E	30.00'
L64	N89°59'59"E	30.00'
L65	S00°00'00"E	30.00'
L66	S89°59'59"W	30.00'
L67	N00°00'00"W	30.00'
L68	S89°59'59"W	30.00'
L69	N00°00'00"W	30.00'
L70	N89°59'59"E	30.00'
L71	N00°00'00"W	30.00'
L72	N89°59'59"E	30.00'
L73	S00°00'00"E	30.00'
L74	N89°59'59"E	30.00'
L75	S00°00'00"E	30.00'
L76	S89°59'59"W	30.00'
L77	N00°00'00"W	30.00'
L78	S89°59'59"W	30.00'
L79	N00°00'00"W	30.00'
L80	N89°59'59"E	30.00'
L81	N00°00'00"W	30.00'
L82	N89°59'59"E	30.00'
L83	S00°00'00"E	30.00'
L84	N89°59'59"E	30.00'
L85	S00°00'00"E	30.00'
L86	S89°59'59"W	30.00'
L87	N00°00'00"W	30.00'
L88	S89°59'59"W	30.00'
L89	N00°00'00"W	30.00'
L90	N89°59'59"E	30.00'
L91	N00°00'00"W	30.00'
L92	N89°59'59"E	30.00'
L93	S00°00'00"E	30.00'
L94	N89°59'59"E	30.00'
L95	S00°00'00"E	30.00'
L96	S89°59'59"W	30.00'
L97	N00°00'00"W	30.00'
L98	S89°59'59"W	30.00'
L99	N00°00'00"W	30.00'
L100	N89°59'59"E	30.00'

CURVE TABLE

CURVE	ARC LEN.	RADIUS	DELTA	TANGENT
C1	47.12'	30.00'	90°00'00"	30.00'
C2	47.12'	30.00'	90°00'00"	30.00'
C3	47.12'	30.00'	90°00'00"	30.00'
C4	47.12'	30.00'	90°00'00"	30.00'
C5	47.12'	30.00'	90°00'00"	30.00'
C6	47.12'	30.00'	90°00'00"	30.00'
C7	47.12'	30.00'	90°00'00"	30.00'
C8	47.12'	30.00'	90°00'00"	30.00'
C9	47.12'	30.00'	90°00'00"	30.00'
C10	47.12'	30.00'	90°00'00"	30.00'
C11	47.12'	30.00'	90°00'00"	30.00'
C12	47.12'	30.00'	90°00'00"	30.00'
C13	47.12'	30.00'	90°00'00"	30.00'
C14	47.12'	30.00'	90°00'00"	30.00'
C15	47.12'	30.00'	90°00'00"	30.00'
C16	47.12'	30.00'	90°00'00"	30.00'
C17	47.12'	30.00'	90°00'00"	30.00'
C18	47.12'	30.00'	90°00'00"	30.00'
C19	47.12'	30.00'	90°00'00"	30.00'
C20	47.12'	30.00'	90°00'00"	30.00'
C21	47.12'	30.00'	90°00'00"	30.00'
C22	47.12'	30.00'	90°00'00"	30.00'
C23	47.12'	30.00'	90°00'00"	30.00'
C24	47.12'	30.00'	90°00'00"	30.00'
C25	47.12'	30.00'	90°00'00"	30.00'
C26	47.12'	30.00'	90°00'00"	30.00'
C27	47.12'	30.00'	90°00'00"	30.00'
C28	47.12'	30.00'	90°00'00"	30.00'
C29	47.12'	30.00'	90°00'00"	30.00'
C30	47.12'	30.00'	90°00'00"	30.00'
C31	47.12'	30.00'	90°00'00"	30.00'
C32	47.12'	30.00'	90°00'00"	30.00'
C33	47.12'	30.00'	90°00'00"	30.00'
C34	47.12'	30.00'	90°00'00"	30.00'
C35	47.12'	30.00'	90°00'00"	30.00'
C36	47.12'	30.00'	90°00'00"	30.00'
C37	47.12'	30.00'	90°00'00"	30.00'
C38	47.12'	30.00'	90°00'00"	30.00'
C39	47.12'	30.00'	90°00'00"	30.00'
C40	47.12'	30.00'	90°00'00"	30.00'
C41	47.12'	30.00'	90°00'00"	30.00'
C42	47.12'	30.00'	90°00'00"	30.00'
C43	47.12'	30.00'	90°00'00"	30.00'
C44	47.12'	30.00'	90°00'00"	30.00'
C45	47.12'	30.00'	90°00'00"	30.00'
C46	47.12'	30.00'	90°00'00"	30.00'
C47	47.12'	30.00'	90°00'00"	30.00'
C48	47.12'	30.00'	90°00'00"	30.00'
C49	47.12'	30.00'	90°00'00"	30.00'
C50	47.12'	30.00'	90°00'00"	30.00'
C51	47.12'	30.00'	90°00'00"	30.00'
C52	47.12'	30.00'	90°00'00"	30.00'
C53	47.12'	30.00'	90°00'00"	30.00'
C54	47.12'	30.00'	90°00'00"	30.00'
C55	47.12'	30.00'	90°00'00"	30.00'
C56	47.12'	30.00'	90°00'00"	30.00'
C57	47.12'	30.00'	90°00'00"	30.00'
C58	47.12'	30.00'	90°00'00"	30.00'
C59	47.12'	30.00'	90°00'00"	30.00'
C60	47.12'	30.00'	90°00'00"	30.00'
C61	47.12'	30.00'	90°00'00"	30.00'
C62	47.12'	30.00'	90°00'00"	30.00'
C63	47.12'	30.00'	90°00'00"	30.00'
C64	47.12'	30.00'	90°00'00"	30.00'
C65	47.12'	30.00'	90°00'00"	30.00'
C66	47.12'	30.00'	90°00'00"	30.00'
C67	47.12'	30.00'	90°00'00"	30.00'
C68	47.12'	30.00'	90°00'00"	30.00'
C69	47.12'	30.00'	90°00'00"	30.00'
C70	47.12'	30.00'	90°00'00"	30.00'
C71	47.12'	30.00'	90°00'00"	30.00'
C72	47.12'	30.00'	90°00'00"	30.00'
C73	47.12'	30.00'	90°00'00"	30.00'
C74	47.12'	30.00'	90°00'00"	30.00'
C75	47.12'	30.00'	90°00'00"	30.00'
C76	47.12'	30.00'	90°00'00"	30.00'
C77	47.12'	30.00'	90°00'00"	30.00'
C78	47.12'	30.00'	90°00'00"	30.00'
C79	47.12'	30.00'	90°00'00"	30.00'
C80	47.12'	30.00'	90°00'00"	30.00'
C81	47.12'	30.00'	90°00'00"	30.00'
C82	47.12'	30.00'	90°00'00"	30.00'
C83	47.12'	30.00'	90°00'00"	30.00'
C84	47.12'	30.00'	90°00'00"	30.00'
C85	47.12'	30.00'	90°00'00"	30.00'
C86	47.12'	30.00'	90°00'00"	30.00'
C87	47.12'	30.00'	90°00'00"	30.00'
C88	47.12'	30.00'	90°00'00"	30.00'
C89	47.12'	30.00'	90°00'00"	30.00'
C90	47.12'	30.00'	90°00'00"	30.00'
C91	47.12'	30.00'	90°00'00"	30.00'
C92	47.12'	30.00'	90°00'00"	30.00'
C93	47.12'	30.00'	90°00'00"	30.00'
C94	47.12'	30.00'	90°00'00"	30.00'
C95	47.12'	30.00'	90°00'00"	30.00'
C96	47.12'	30.00'	90°00'00"	30.00'
C97	47.12'	30.00'	90°00'00"	30.00'
C98	47.12'	30.00'	90°00'00"	30.00'
C99	47.12'	30.00'	90°00'00"	30.00'
C100	47.12'	30.00'	90°00'00"	30.00'

DETAIL "A"



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Date: 1/25/2017
Drawn: C. HERRMAN
Checked: C. POND
Job Number: 40.0810.01
Sheet No: 1 OF 2

FILE _____ PAGE _____

May 10, 2007
C. Herrman / C. Pond

LEGAL DESCRIPTION

PARCEL B

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, 309.95 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 62°04'44" EAST, 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AND THE **POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 27°55'16" EAST, 406.24 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 31.12 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 43°53'02" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°27'26", AN ARC LENGTH OF 31.08 FEET; THENCE NORTH 27°55'16" EAST, 148.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET; THENCE SOUTH 62°04'44" EAST, 22.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°43'11", AN ARC LENGTH OF 120.95 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 373.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 55°38'27" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°32'47", AN ARC LENGTH OF 166.31 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 30°05'40" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°55'10", AN ARC LENGTH OF 38.36 FEET; THENCE SOUTH 28°00'50" WEST, 519.36 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°05'16", AN ARC LENGTH OF 44.03 FEET; THENCE NORTH 67°53'54" WEST, 302.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°49'10", AN ARC LENGTH OF 50.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY AND THE **POINT OF BEGINNING**.

CONTAINING 5.15 ACRES, MORE OR LESS.

Horizon Surveys
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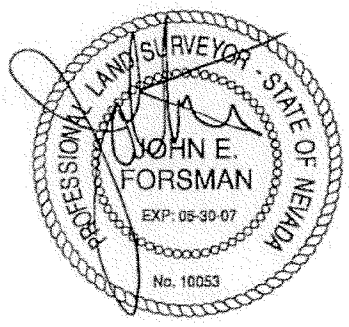
BASIS OF BEARING

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.

END OF DESCRIPTION.



5-10-07

LAND SURVEYOR, PLS
JOHN E. FORSMAN
NEVADA LICENSE NO. 10053

Horizon Surveys
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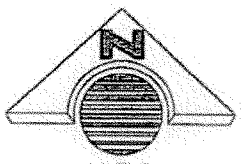
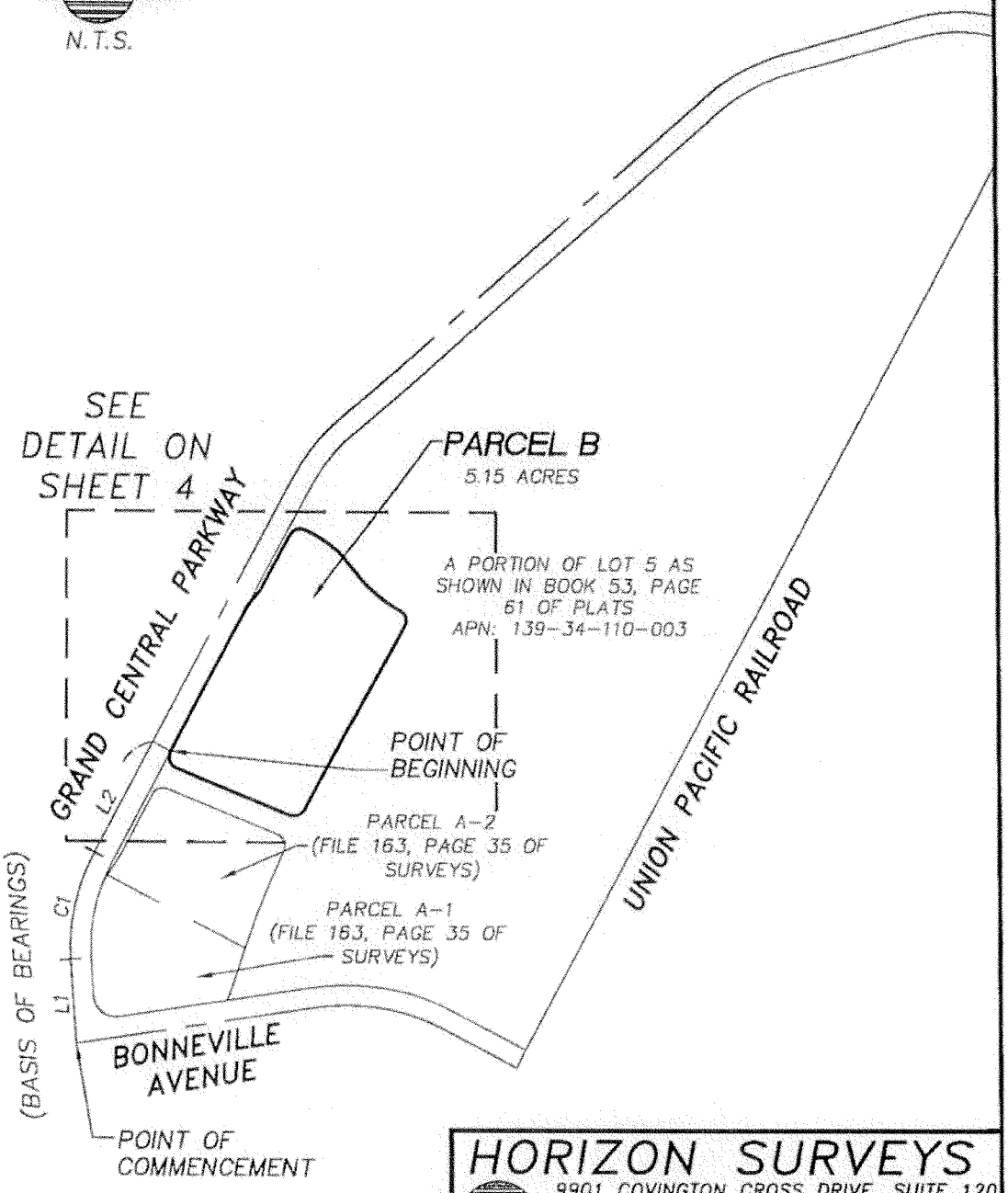
TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.



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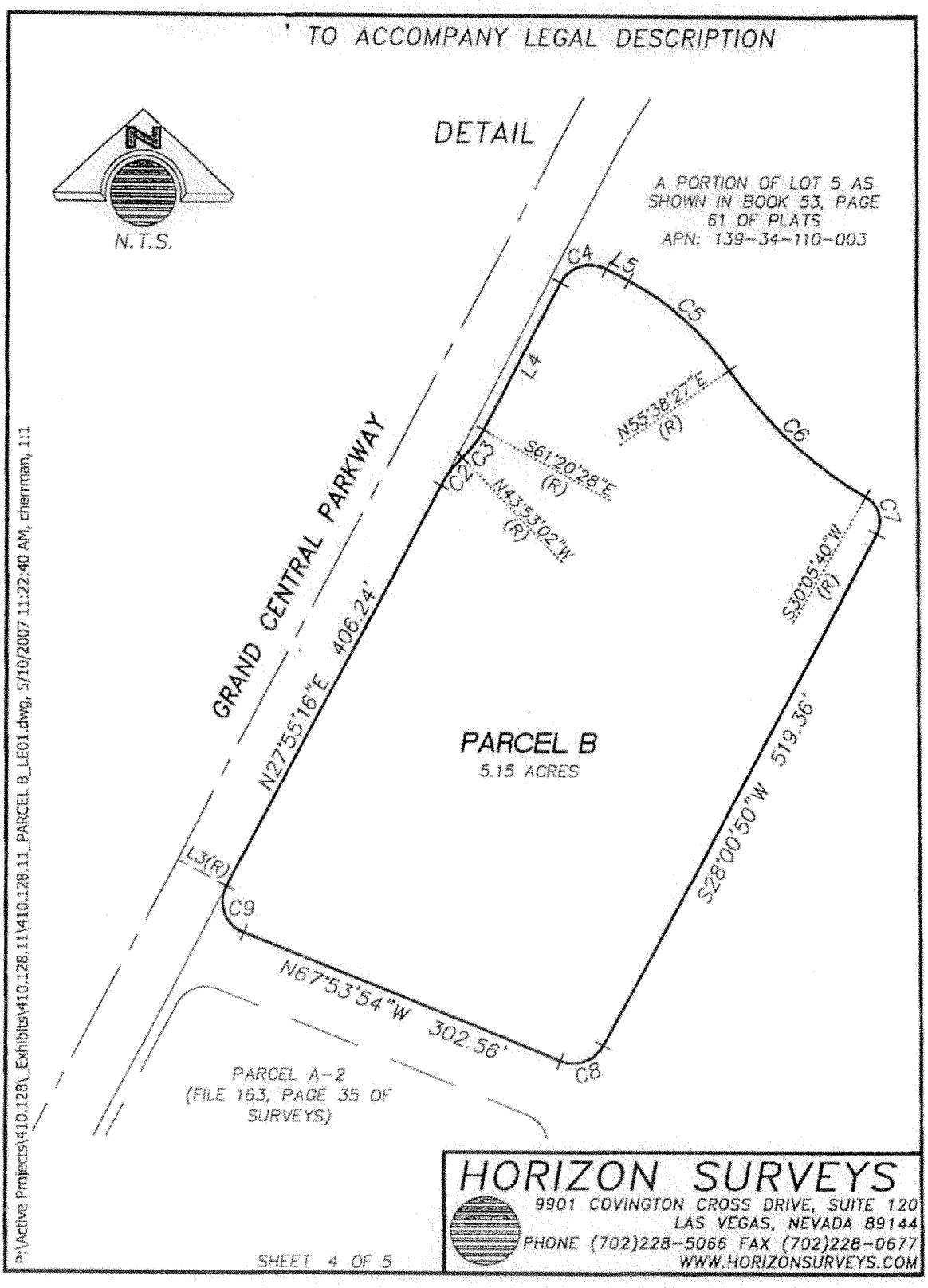

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TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	N27°55'16"E	309.95'
L3(R)	S62°04'44"E	50.00'
L4	N27°55'16"E	148.86'
L5	S62°04'44"E	22.16'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	31°45'19"	500.00	277.12'	142.22'
C2	18°11'42"	98.00	31.12'	15.69'
C3	17°27'26"	102.00	31.08'	15.66'
C4	90°00'00"	30.00	47.12'	30.00'
C5	27°43'11"	250.00	120.95'	61.68'
C6	25°32'47"	373.00	166.31'	84.56'
C7	87°55'10"	25.00	38.36'	24.11'
C8	84°05'16"	30.00	44.03'	27.05'
C9	95°49'10"	30.00	50.17'	33.21'

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Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL J

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 BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 99.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 17°53'58" EAST, 80.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'08", AN ARC LENGTH OF 257.71 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 64°50'54" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°57'00", AN ARC LENGTH OF 45.53 FEET; THENCE SOUTH 67°53'54" EAST, 417.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 81°04'54" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 20°48'03" WEST, 22.88 FEET; THENCE SOUTH 27°53'43" WEST, 160.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, A POINT ON THE SOUTHERLY LINE OF SAID LOT 5 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 21°54'36" WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 30°44'39", AN ARC LENGTH OF 295.12 FEET; THENCE SOUTH 81°09'57" WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 23°34'12" EAST; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°19'46", AN ARC LENGTH OF 44.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.11 ACRES, MORE OR LESS.

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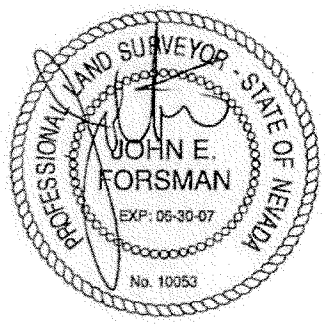
BASIS OF BEARING

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.

END OF DESCRIPTION.



5-17-07

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

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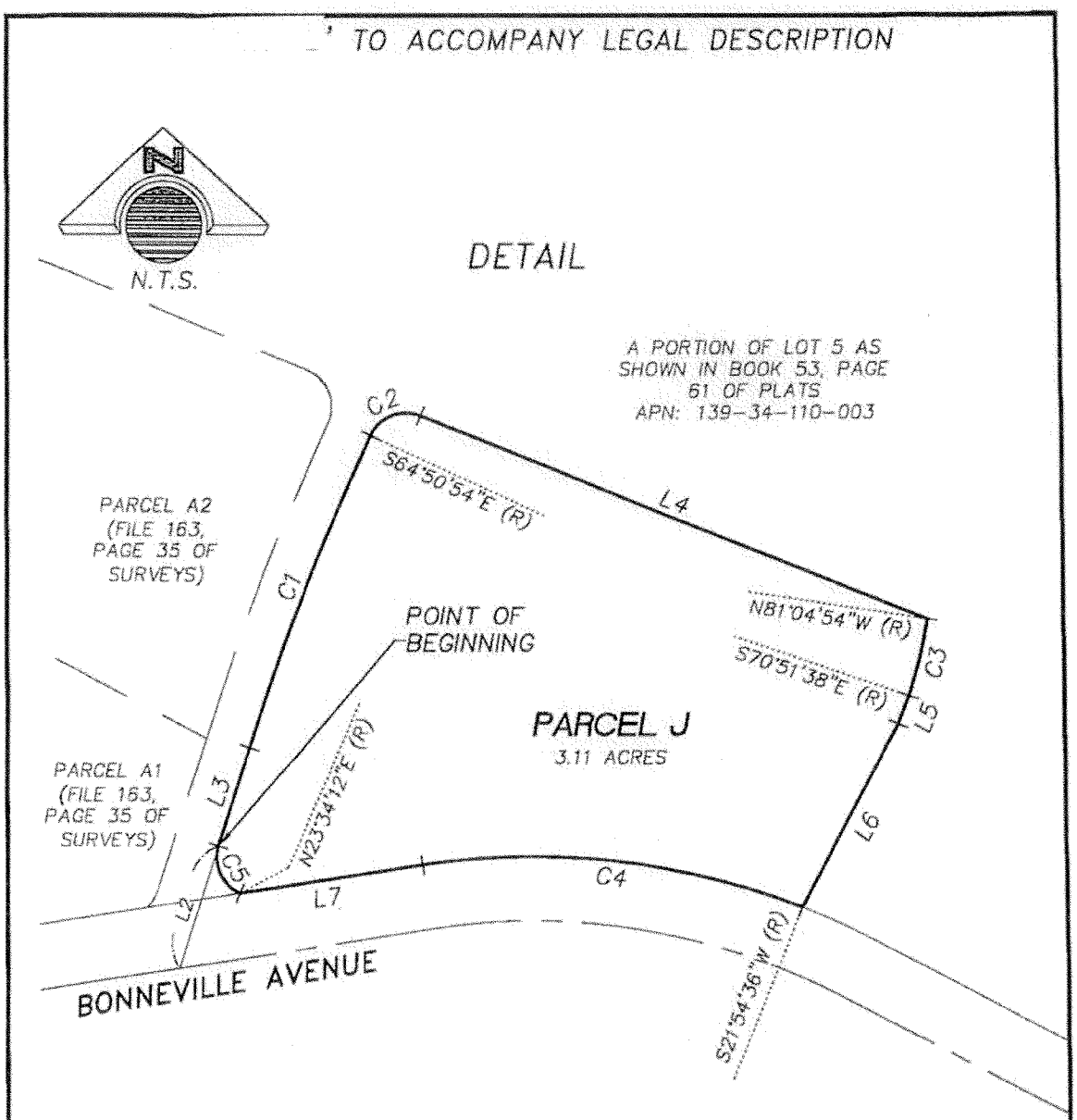
' TO ACCOMPANY LEGAL DESCRIPTION



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PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.26'
L2	N17°53'58"E	99.45'
L3	N17°53'58"E	80.13'
L4	S67°53'54"E	417.69'
L5	S20°48'03"W	22.88'
L6	S27°53'43"W	160.08'
L7	S81°09'57"W	142.27'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	07°15'08"	257.71'	129.03'
C2	30.00'	86°57'00"	45.53'	28.44'
C3	340.91'	10°13'16"	60.82'	30.49'
C4	550.00'	30°44'39"	295.12'	151.21'
C5	30.00'	84°19'46"	44.15'	27.17'

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WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

LEGAL DESCRIPTION

PARCEL K
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:

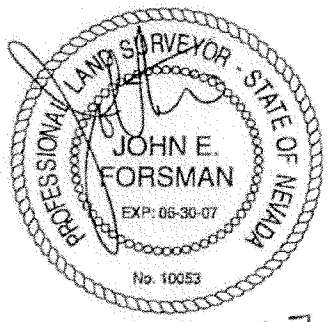
COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE THE FOLLOWING THREE(3) COURSES: (1) NORTH 81°09'57" EAST, 600.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND CURVE, THROUGH A CENTRAL ANGLE OF 36°45'51", AN ARC LENGTH OF 320.83 FEET; (3) SOUTH 62°04'12" EAST, 204.98 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 27°55'34" EAST, 50.00 FEET TO A POINT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE, THE SOUTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TWO(2) COURSES: (1) NORTH 62°04'12" WEST, 204.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (2) THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'12", AN ARC LENGTH OF 57.79 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 27°53'43" EAST, 160.08 FEET; THENCE NORTH 20°48'03" EAST, 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 70°51'38" WEST THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 67°53'54" EAST, 17.47 FEET; THENCE NORTH 27°53'43" EAST, 28.14 FEET; THENCE SOUTH 67°53'54" EAST, 264.15 FEET TO THE WESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°55'16" WEST, 295.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 5 AND **POINT OF BEGINNING**.

CONTAINING 74,745 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

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.

END OF DESCRIPTION.



5-17-07

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

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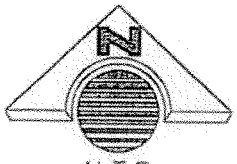
TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.

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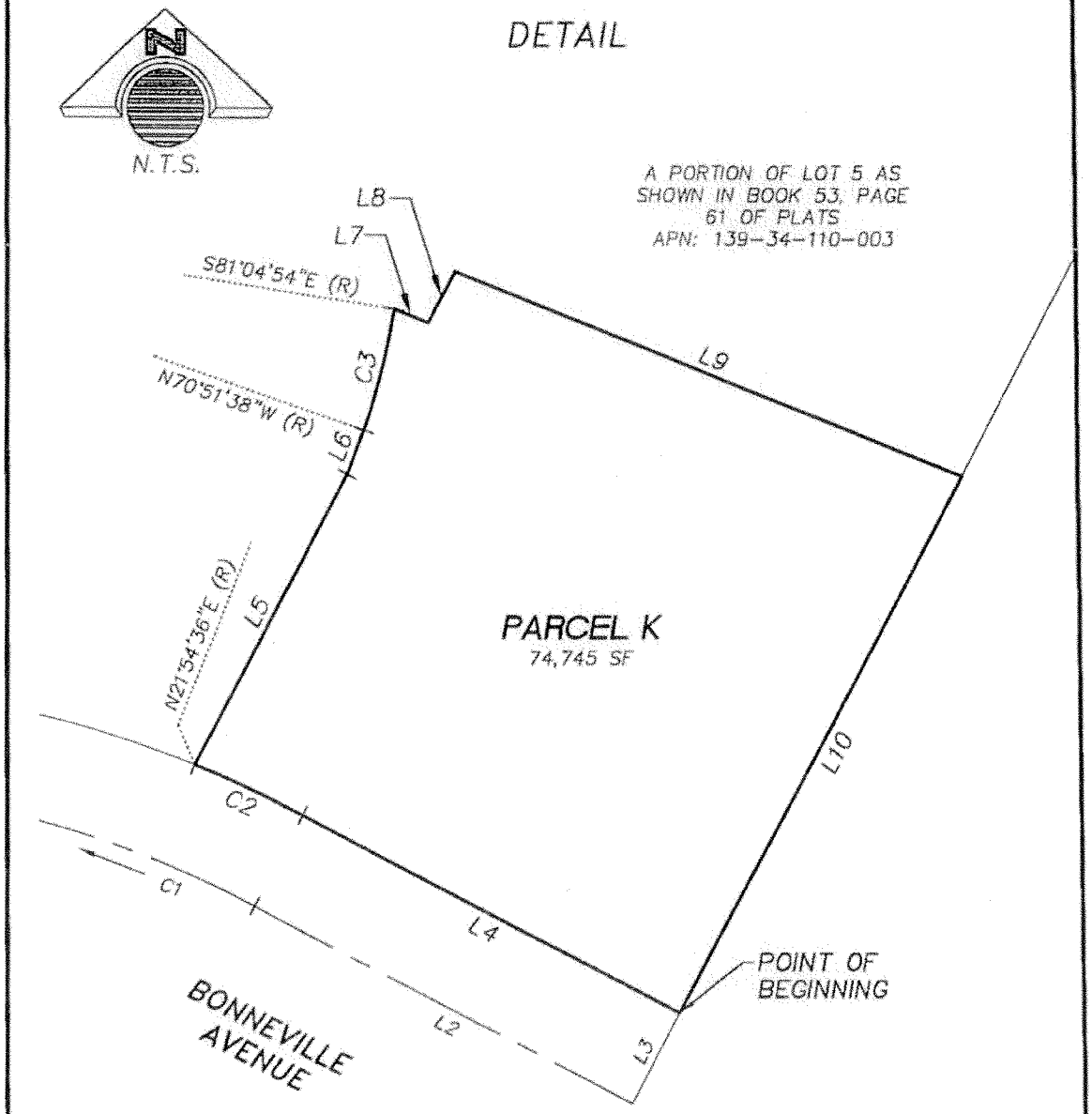
DETAIL



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LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	600.00'
L2	S62°04'12"E	204.98'
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L4	N62°04'12"W	204.98'
L5	N27°53'43"E	160.08'
L6	N20°48'03"E	22.88'
L7	S67°53'54"E	17.47'
L8	N27°53'43"E	28.14'
L9	S67°53'54"E	264.15'
L10	S27°55'16"W	295.44'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	36°45'51"	320.83'	166.15'
C2	550.00'	06°01'12"	57.79'	28.92'
C3	340.91'	10°13'16"	60.82'	30.49'

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EXHIBIT C

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT C

APN No(s).:_____

WHEN RECORDED MAIL TO:

_____
_____
_____
Attention:_____

MAIL TAX STATEMENTS TO:

_____
_____
_____
Attention:_____

GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY PARKWAY V, INC., a Nevada non-profit corporation ("*Grantor*"), does hereby grant, bargain, sell and convey to [INSERT NAME OF GRANTOR], a _____ ("*Grantee*") all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 2011.

Signature on the next page.]

GRANTOR:

CITY PARKWAY V, INC.

By: _____
President

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2011 by _____.

WITNESS my hand and official seal.

[

EXHIBIT A

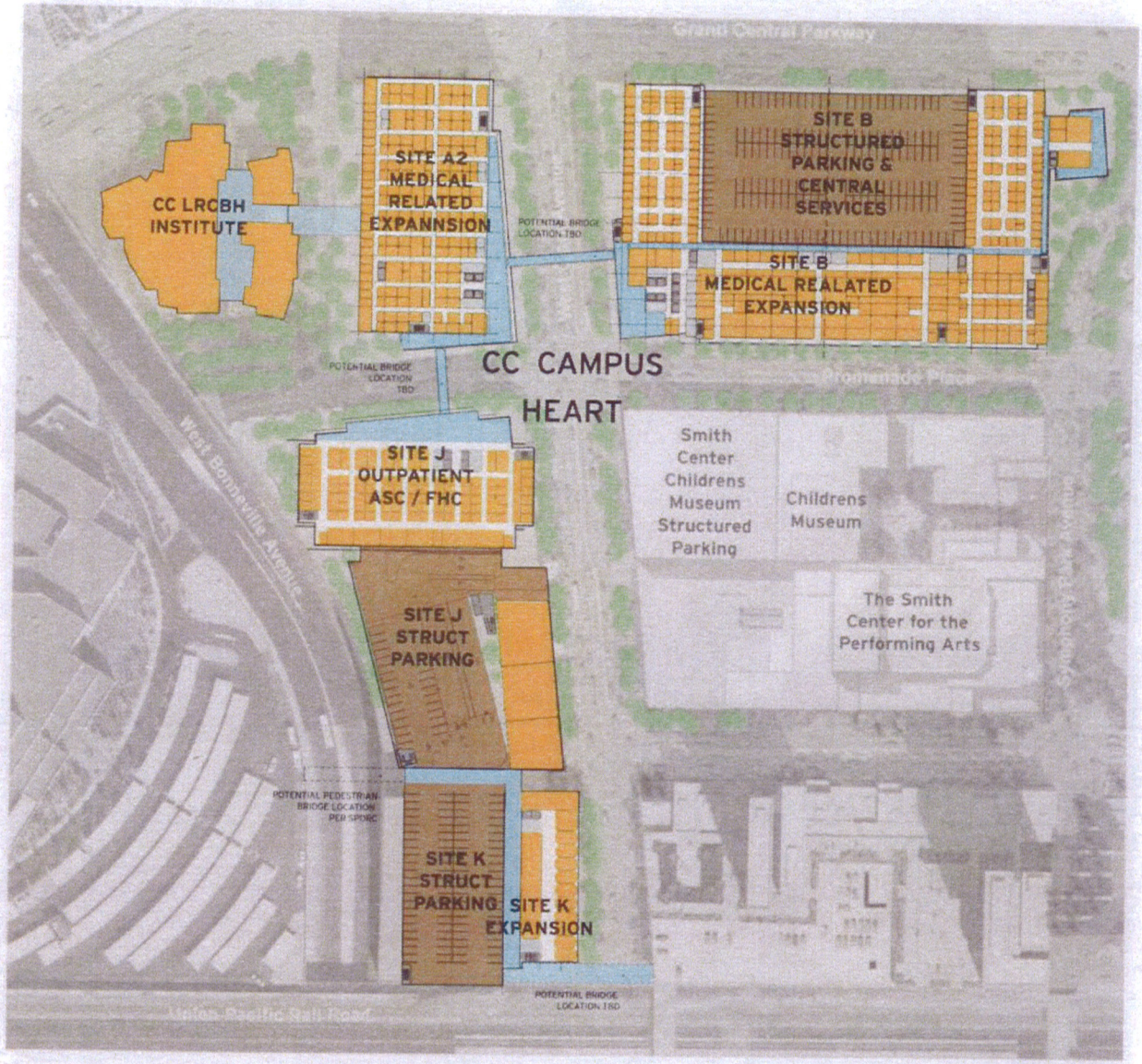
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT D

Disposition and Development Agreement

Cleveland Clinic Foundation

Exhibit D



SP-01
MASTER PLAN VISION

EXHIBIT E

Disposition and Development Agreement

Cleveland Clinic Foundation

Exhibit E

Scope of Development – Parcel J/K

Cleveland Clinic Foundation, an Ohio non-profit corporation ("*Developer*") intends to acquire approximately 4.84 acres more or less of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company (*"Owner")* and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to initially construct an approximately 198,000 s.f. Business Occupancy Outpatient Medical Facility consisting of medical offices, ambulatory surgical center and related amenities. The initial phase is intended to consist of 4 levels plus an interstitial floor and a below grade level. Future phases may include vertical expansion up to an additional 132,000 s.f. This could bring the structure to a total of 9 levels above grade and one level below grade. The facility may consist of a Family Health Center, Procedure Rooms, Exam Rooms, Laboratory Spaces, Doctor's Offices, Waiting Spaces, Staff Resources, Surgery Center, Operating Rooms, Sterile Core, Pre + Post Operative Spaces, Nurse Stations, Pre-Admission Services, Materials Management, Visitor Services, Pharmacy, Consultation Rooms, Gift Shop, Conference Rooms, Food Services & Public Lobby.

Parking will be landscaped surface parking on Parcel J/K or through arrangements on nearby parcels or through arrangements with surrounding parking providers. A structured parking deck will be constructed when conditions demand.

The architecture is intended to be glass curtain wall with horizontal sun shade louvers & terra cotta rain screen, pre-cast concrete panels and a metal and glass vehicle canopy. The parking structure is intended to be constructed of pre-cast concrete panels and woven wire mesh as siding.

EXHIBIT F

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT F

First Parcel Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to conveyance of title of the first parcel:

1. Election Notice naming first parcel to acquire
2. Design Development Plans of first parcel approved by the Symphony Park Design Review Committee (SPDRC)
3. Site Development Plan Review approved by Las Vegas Planning Commission and Las Vegas City Council for an entitlement
4. Building Permit by Las Vegas Building Department
5. Approved Master Plan by the SPDRC for any other parcels that were named in the Election Notice
6. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT G

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT G

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Office of Economic and Urban Development

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY ("*Declaration*") is made as of _____, 20__, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Developer that site, which is more particularly described in Exhibit "A" attached hereto (the "*Site*");

B. WHEREAS, the Site is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Developer has agreed that it is acquiring the Site to develop the Project (hereinafter defined) in accordance with the Restrictions set forth herein.

D. WHEREAS, CPV is conveying the Site to Developer for no purchase price or other consideration on the basis of Developer's continuing compliance with the Restrictions, including the construction of the Project and the operation of the Project as a Non-Profit Use (hereinafter defined);

E. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Developer; and

F. WHEREAS, as part of the conveyance of the Site to Developer, Developer and CPV have agreed on an allocation of responsibilities for the environmental conditions of the Site.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining land holdings and Symphony Park as a whole. In addition to those general concerns, it is vitally important to CPV that development on those parcels of property (including the Site) that CPV from time to time elects to sell to third parties be consistent with CPV's master plan for Symphony Park. Should the development conditions imposed by CPV be materially violated, Symphony Park and its planned development could be negatively impacted.

This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"*Affiliate*" or "*Affiliates*" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "*control*" (including the terms "*controlled by*" and "*under common control with*") shall mean the possession, directly or indirectly, of a Controlling Interest. Unless the context otherwise requires, any reference to "*Affiliate*" in this Declaration shall be deemed to refer to an Affiliate of Developer.

"*City*" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"*Commence Construction*" or "*Commencement of Construction*" means any and all activities involving the grading of the Site by or on behalf of Developer.

"*Completion of Construction*" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, fifty-one percent (51%) or more of the voting interests in a Person or the governing body of such Person.

"*Convey or Conveyance*" means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by Developer in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

"*CPV*" has the meaning set forth in the first paragraph of this Declaration and includes any Person to whom CPV assigns its interest in this Declaration pursuant to Section 7.1 below.

"*CPV Indemnified Party or Parties*" means, collectively, CPV and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"*CPV Repurchase Designee*" means any Person designated to Developer in writing by CPV to exercise the Repurchase Option.

"*DDA*" means that certain Disposition and Development Agreement dated concurrently herewith between CPV and Developer.

"*Designee*" means an Affiliate of a Recognized Mortgagee that is the designee or nominee of such Recognized Mortgagee.

"*Design Standards*" means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

"*Developer*" has the meaning set forth in the first paragraph of this Declaration.

"*Final Plans and Drawings*" means those plans, drawings, related documents and any subsequent revisions thereto prepared for the construction of the Project which have obtained all approvals pursuant to the Requirements for the construction of the Project.

"*For-Profit Use*" means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is not a non-profit entity and/or (ii) any use of the Project that is not on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for-profit uses (e.g., coffee shops,food vendors, bookstores, gift shops and other retail) that are incidental to such use.

"*Improvements*" has the meaning set forth in Section 4.4(c)(i).

"*Non-complying Structures*" means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

"*Non-Profit Use*" means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is a non-profit entity and/or (ii) the use of the Project that is on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shop and other retails) that are incidental to such use.

" *Parking Lease Agreement"* means that Parking Lease Agreement entered into

by the Parties concurrently with the execution of this Declaration.

"*PEMA*" means the Project Environmental Management Agreement Set forth in Exhibit "E" attached hereto, as it may be amended from time to time.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Phase 1*" means the first five (5) floors of the Project along with related site and surface parking improvements as described more fully on the Project Scope.

"*Phase 2*" means the final four (4) floors of the Project along with a structured parking garage as described more fully on Project Scope.

"*Project*" means a nine ((9) story medical office building as described more fully on the Project Scope.

"*Project Documents*" has the meaning set forth in Section 4.4(c)(i).

"*Project Scope*" means the description of the Project attached to this Declaration as Exhibit "C".

"*Repurchase Option*" has the meaning set forth in Section 4.4.

"*Required Approvals*" means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project.

"*Requirements*" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer or Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record. The term "Requirement" includes the Design Standards, as such may be amended from time to time, provided however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the Design Development phase for the Project, then any subsequent amendments to the Symphony Park Documents which would require a modification of the approved Design Development Phase of the Project shall not be applicable to the Project.

"*Restrictions*" means the covenants, conditions, rights, restrictions and limitations more particularly set forth in this Declaration.

"*Schedule of Performance*" means the schedule of performance attached to this Declaration as Exhibit "D".

"*Site*" is defined in Recital A.

"*Specific Facilities*" means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by CPV.

"*SPDRC*" means the design review committee created and operating pursuant to Design Standards.

..

"*Unavoidable Delays*" means delays due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant's default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. In connection with Developer's obligations under this Declaration, Unavoidable Delay shall include any failure of CPV to perform its obligations under the PEMA which causes actual delay in Developer's performance of its obligations. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay. Times of performance under this Declaration may also be extended in writing by CPV and Developer.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) years after the recordation of this Declaration shall at CPV's option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings, Developer shall not affect any change or amendment to any parcel or final map covering the

Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Developer file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. Developer shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Site.

(c) Zoning. Developer shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Project, or those other purposes expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally, Developer shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning without first obtaining the written consent of CPV.

(d) Unapproved Project. Developer shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Waste or Nuisance. Developer shall not commit or suffer to be committed any waste upon the Site and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Developer and CPV agree that:

(i) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Developer shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(iii) Notwithstanding the foregoing prohibition on Developer's power to Convey the Site, Developer shall have the right to Convey the Site to an Affiliate of Developer without the approval of CPV.

(g) Indemnity.

(i) The CPV Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the CPV Indemnified Parties from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed

Project; or (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or of any owners or occupants of adjacent or neighboring property or caused by any construction or by operations in construction of any private, public or public work) or any latent or patent defects in the Project; or (iii) any act, omission or negligence of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; except to the extent any of the matters described in clauses (A) or (B) is due to the negligence or willful misconduct of any CPV Indemnified Party. Without limiting the generality of the foregoing, except to the extent caused by the negligence or willful misconduct of any of the CPV Indemnified Parties (and then only in such CPV Indemnified Party's proprietary capacity as opposed to its governmental capacity), the CPV Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar or disturbances, flooding, rain or ice; or (III) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) Developer shall notify CPV within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the CPV Indemnified Parties whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(g) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; *provided, however*, that if CPV actually receives any proceeds of Developer's insurance with respect to an obligation of Developer under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by Developer with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any CPV Indemnified Party which is or may be subject to indemnification by Developer hereunder, then, upon demand by CPV or such CPV Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in such CPV Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as CPV shall reasonably approve. The foregoing notwithstanding, such CPV Indemnified Party may, at its own expense, engage its own attorneys to defend such CPV Indemnified Party, or to assist such CPV Indemnified Party in such CPV Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of Section 2.1(g)(iv) above, each CPV Indemnified Party shall promptly notify Developer of the imposition of or incurrence by such CPV Indemnified Party of any cost or expense as to which Developer has agreed to indemnify such CPV Indemnified Party pursuant to the provisions of this Section 2.1(g). Developer agrees to pay such CPV Indemnified Party all amounts due under this Section 2.1(g) within sixty (60) days receipt of the notice such CPV Indemnified Party.

(h) Insurance.

(i) Prior to Commencement of Construction on the Site, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Site; and (iii) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Construction on the Site and at all times thereafter, Developer shall maintain in effect comprehensive general public liability insurance and/or excess umbrella policy with a single per occurrence limit of not less than Two Million Dollars ($2,000,000) with respect to the Site and the operations of Developer in, on or about the Site;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which CPV may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer's performance of the work on the Site or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish CPV with certificates of all insurance policies required under this Section 2.1(h) before commencing any work on the Site. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to CPV of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name CPV and the CPV Indemnified Parties as additional insureds. Notwithstanding the above, Developer shall have the right to provide and maintain the coverage provided for 2.1(h)(ii) above through a program of self insurance or from an affiliated carrier which provides insurance to or for Developer, or a combination of both.

2.2 Project Development. Developer agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Final Plans and Drawings and in accordance with the Schedule of Performance. The violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Phase 1 Commencement. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Developer shall commence construction of Phase 1, pursuant to the Final Plans and Drawings. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(b) Phase 2 Commencement. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Developer shall commence construction of Phase 2, pursuant to the Final Plans and Drawings for Phase 2. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall

have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(c) Completion. Developer shall Complete Construction of the Specific Facilities pursuant to their respective timelines set forth in the Schedule of Performance and in material compliance with all Requirements. Timelines set forth in the Schedule of Performance shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within twenty (20) days of commencement of delay setting forth the facts giving rise to each such extension; and *provided further* that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(d) Uses. Developer shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

2.3 Parking.

(a) Developer agrees that the parking for Phase 1 will be surface parking on the Site and offsite pursuant to the Surface Parking Agreement. Developer agrees that the Surface Parking Agreement has a fixed termination date and that upon expiration, or other termination, of the Surface Parking Agreement, all parking for the Project must be accommodated in full on the Site.

(b) Developer acknowledges that the plans for development of Phase 2 include the construction of a garage to accommodate in full the parking for the both phases of the Project. Developer agrees that in the event Developer does not commence construction of Phase 2 by the expiration or other termination of the Surface Parking Agreement, then (i) Developer shall be required at Developer's sole cost and expense to secure sufficient parking for the operation of the Project and the Cleveland Clinic Lou Ruvo Center for Brain Health in compliance with the Requirements at Developer's own cost and expense and (ii) CPV, the City and any Affiliates of the City or CPV shall have no obligation whatsoever to provide any parking within Symphony Park or at any other location for the Project or the Cleveland Clinic Lou Ruvo Center for Brain Health.

(c) Developer hereby guarantees that Developer will in all events provide for sufficient parking in compliance with the Requirements for the Project and the Cleveland Clinic Lou Ruvo Center for Brain Health on the Site at such times as the Surface Parking Agreement expires or otherwise terminates. Developer acknowledges that it was on reliance of Developer's commitments and obligations under this Section 2.3 that CPV conveyed the Site to Develop at no cost.

2.4 For-Profit Uses.

(a) Developer agrees that in consideration of the conveyance of the Site to Developer at no cost to Developer and Developer's agreement to develop a non-profit medical use on the Site, that only Non-Profit Uses of the Project will be permitted, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use. Developer further acknowledges that if not for Developer's agreement to develop and operate Non-Profit Uses on the

Site, CPV would have sold the Site to Developer, or another Person, at the fair market value of the Site. Developer further agrees that in the event a For-Profit Use of the Property occurs at anytime, except for such for-profit uses (e.g., coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use then, in addition to all other rights and remedies that CPV may have as a result of Developer's breach of this covenant, Developer shall be obligated to pay to CPV the fair market value of the Site as of the date that the Project is converted to a For-Profit Use (the "*For-profit Conversion Date*"), as determined pursuant to Section 2.4(b).

(b) The fair market value of the Site as of the For-profit Conversion Date shall be the appraised fair market value of the Site as of the For-profit Conversion Date based upon the purchase price that would be paid by a willing purchaser to a willing seller in an arms length transaction for the acquisition of the Site, taking into account the existing size and configuration of the Site and taking into account the following facts and making the following assumptions: (a) the existing improvements and use of the Site and (b) that use of the Site is prohibited from any gaming and casino use. With respect to any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years experience in the Las Vegas business area, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by CPV, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than thirty (30) days from and after the For-profit Conversion Date, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and CPV upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by CPV, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of CPV and the Developer shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute such Party's waiver of its right to so comment.

(c) The fair market value of the Site as determined pursuant to Section 2.3 shall be paid to CPV by Developer in immediately available funds no later than fifteen (15) days after the final determination of the fair market value of the Site pursuant to Section 2.4(b) above.

3. DEVELOPER OPERATING COVENANTS

3.1 General Obligations. Upon Completion of Construction, Developer shall at all times thereafter maintain and operate the Project in conformance with the terms of this Section 3. Developer acknowledges that a material part of the consideration of CPV conveying the Site to Developer for no monetary consideration is Developer's agreement to comply with the terms and conditions of this Section 3.

3.2 Maintenance of Project. Developer agrees at its sole cost and expense to maintain the Project in first class condition and repair at all times.

3.4 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Developer for which Developer is in default, including, without limitation, the performance of maintenance and repair that Developer is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to Developer (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Developer. Developer agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of Developer's obligations under this Declaration including ten percent (10%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Developer, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of Symphony Park or any portion thereof by CPV. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until the termination of the Restrictions, CPV or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of CPV shall be those who are so identified in writing by CPV and who shall, except in an actual emergency, give prior notice of such Site visits. CPV shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, CPV at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Developer shall be granted such additional period necessary to cure such default if the cure of such default is not

capable of being cured within such thirty (30) day period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. CPV may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Developer of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Developer or any person having possession under Developer. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest shall be the personal obligation of Developer or any other person who was an owner of the Site when such charges became due and who committed such breach or violation

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Developer hereby grants to a CPV Repurchase Designee the irrevocable, exclusive right and option to repurchase the Site (the "*Repurchase Option*") upon the occurrence of any of the events contemplated by Section 4.4(a) below, and if such CPV Repurchase Designee exercises such option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to Developer in the event of Developer's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a), 2.2(c) or 2.2(d) above. No failure of the CPV Repurchase Designee to exercise the Repurchase Option after the occurrence of any of the foregoing events shall constitute a waiver of its right to exercise the Repurchase Option upon the occurrence of any other event permitting such exercise.

(b) Title Condition. Upon such repurchase, the Site shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and

(iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer shall submit to the CPV Repurchase Designee (A) a list of improvements existing (the "*Improvements*") on the Site; and (B) a breakdown of the actual hard and soft costs to Developer to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and Developer shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. Developer shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of Developer, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Developer has to the Project Documents. The Improvements shall automatically become the property of the CPV Repurchase Designee without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer at its sole cost and expense shall remove all Non-complying Structures. Alternately, at the CPV Repurchase Designee's option, the CPV Repurchase Designee may determine the cost to remove the Non-complying Structures and deduct the amount from the Purchase Price.

(d) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option provided above shall be the Improvement Costs. Absent manifest error Developer's books and records provided in accordance with Section 4.4(c) above shall be deemed conclusive in determining the Improvement Costs.

(e) Repurchase Escrow Terms. Within five (5) days after the CPV Repurchase Designee's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by the CPV Repurchase Designee and reasonably acceptable to Developer to consummate the purchase as specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by the CPV Repurchase Designee of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Developer through escrow, shall be removed or insured over by Developer at its sole expense at or prior to closing of escrow. In the event that the Site or any portion thereof is encumbered by a mortgage or deed of trust to which the CPV Repurchase Designee has subordinated the Repurchase Option pursuant to Section 4.4(d) above, the CPV Repurchase Designee shall instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Developer through the foregoing escrow. Developer and the CPV Repurchase Designee shall each pay one-half of the escrow fees; Developer shall pay for documentary tax

stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in the CPV Repurchase Designee or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(f) Binding Effect. The Repurchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto.

5. RESERVED

6. PROJECT ENVIRONMENTAL MANAGEMENT. The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any Person selected by CPV, including the Symphony Park Master Association, a Nevada non-profit corporation, and upon any such Person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein.

7.2 Application of Restrictions. Notwithstanding anything herein contained to the contrary, if CPV reacquires title to the Site or any portion thereof at any time after the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect as to CPV and such property, effective as of the date of such reacquisition by CPV.

7.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Site, and nothing herein contained shall prejudice or diminish in any way CPV's rights under any other documents of record from time to time affecting all or any portion of the Site.

7.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.5 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.6 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.7 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the

following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:

City Parkway V, Inc.
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And:

City Attorney Office
City Hall
Attn: Teri Ponticello
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov

Attn: Teri Ponticello, Esq.

And:

Newland Real Estate Group, LLC
6130 Elton Avenue
Las Vegas, Nevada 89107
Phone: (702) 220-8090
Fax: (702) 220-7636
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

If to Developer:

Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Phone: 216-444-2380
Fax: 216-444-2346
Attn: Chief of Operations

And:

Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Phone: 216-444-3441
Fax: 216-445-7739
Attn: Chief Legal Officer

And: Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Phone: 216-444-4820
Fax: 216-444-7020
Attn: Director of Construction of Facilities and Real Estate

7.8 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the Chairman of CPV or such other person that CPV designates in writing to Developer. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

7.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control. This Declaration includes Exhibit "A" through Exhibit "E", inclusively, attached hereto and incorporated herein by reference, All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Developer to that effect.

7.11 Severability. Whenever possible, each provision of this Declaration 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 Declaration and the remaining provisions shall remain in full force and effect.

7.12 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

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

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

7.15 No Third Party Beneficiaries. Nothing in this Declaration 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 Declaration.

7.16 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified.

7.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

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

CPV

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

By: _____

Name: _____

Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:

_____

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "B"	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT "C"	PROJECT SCOPE
EXHIBIT "D"	SCHEDULE OF PERFORMANCE
EXHIBIT "E"	PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Exhibit A

First Parcel DSLURS

Cleveland Clinic Foundation

Date: May 17, 2007
N. Hauge

Exhibit 'A'

LEGAL DESCRIPTION

PARCEL J

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 BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 99.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 17°53'58" EAST, 80.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°15'08", AN ARC LENGTH OF 257.71 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 64°50'54" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°57'00", AN ARC LENGTH OF 45.53 FEET; THENCE SOUTH 67°53'54" EAST, 417.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 81°04'54" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 20°48'03" WEST, 22.88 FEET; THENCE SOUTH 27°53'43" WEST, 160.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID BONNEVILLE AVENUE, A POINT ON THE SOUTHERLY LINE OF SAID LOT 5 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 21°54'36" WEST; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 30°44'39", AN ARC LENGTH OF 295.12 FEET; THENCE SOUTH 81°09'57" WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 23°34'12" EAST; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°19'46", AN ARC LENGTH OF 44.15 FEET TO THE **POINT OF BEGINNING**.*

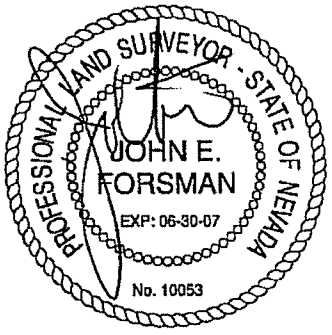
CONTAINING 3.11 ACRES, MORE OR LESS.

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

BASIS OF BEARING

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.

END OF DESCRIPTION.

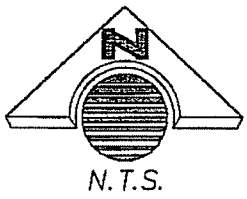


5-17-07

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

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



GRAND CENTRAL PARKWAY

UNION PACIFIC RAILROAD

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

SEE DETAIL ON SHEET 4

POINT OF BEGINNING

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

PARCEL A1 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL J
3.11 ACRES

(BASIS OF BEARINGS) (N03°50'03"W)

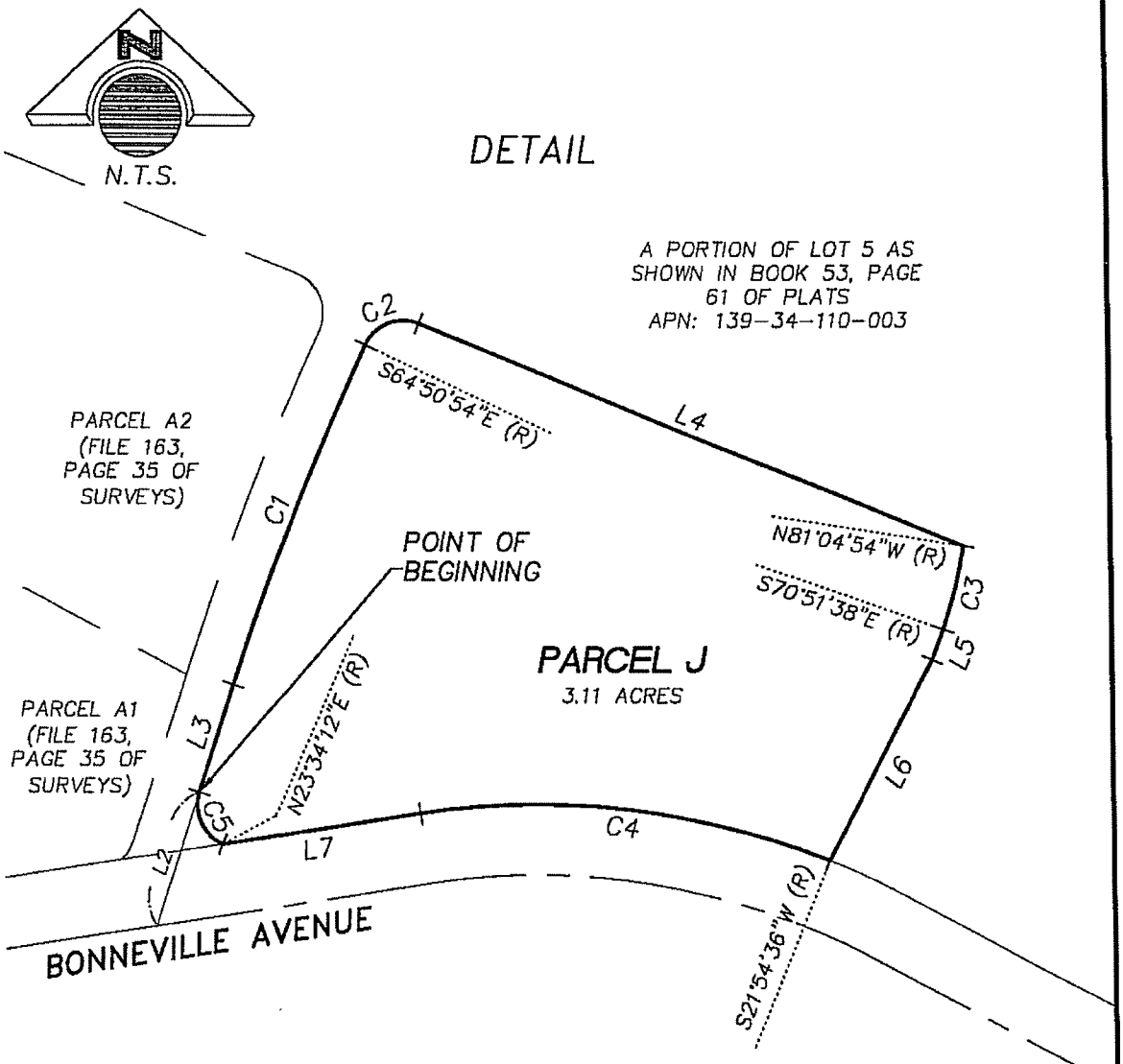
L1

BONNEVILLE AVENUE

POINT OF COMMENCEMENT

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	99.45'
L3	N17°53'58"E	80.13'
L4	S67°53'54"E	417.69'
L5	S20°48'03"W	22.88'
L6	S27°53'43"W	160.08'
L7	S81°09'57"W	142.27'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	07°15'08"	257.71'	129.03'
C2	30.00'	86°57'00"	45.53'	28.44'
C3	340.91'	10°13'16"	60.82'	30.49'
C4	550.00'	30°44'39"	295.12'	151.21'
C5	30.00'	84°19'46"	44.15'	27.17'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Date: May 17, 2007
N. Hauge

Exhibit 'A'

LEGAL DESCRIPTION

PARCEL K

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:

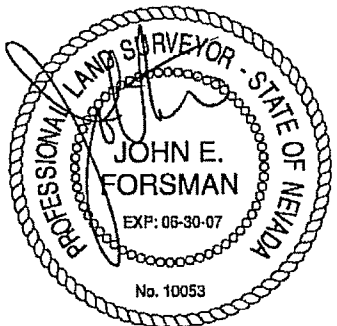
COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE THE FOLLOWING THREE(3) COURSES: (1) NORTH 81°09'57" EAST, 600.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND CURVE, THROUGH A CENTRAL ANGLE OF 36°45'51", AN ARC LENGTH OF 320.83 FEET; (3) SOUTH 62°04'12" EAST, 204.98 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 27°55'34" EAST, 50.00 FEET TO A POINT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE, THE SOUTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING TWO(2) COURSES: (1) NORTH 62°04'12" WEST, 204.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (2) THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'12", AN ARC LENGTH OF 57.79 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 27°53'43" EAST, 160.08 FEET; THENCE NORTH 20°48'03" EAST, 22.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 340.91 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 70°51'38" WEST THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 67°53'54" EAST, 17.47 FEET; THENCE NORTH 27°53'43" EAST, 28.14 FEET; THENCE SOUTH 67°53'54" EAST, 264.15 FEET TO THE WESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID WESTERLY LINE, SOUTH 27°55'16" WEST, 295.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 5 AND **POINT OF BEGINNING**.

CONTAINING 74,745 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING

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.

END OF DESCRIPTION.



5-17-07

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

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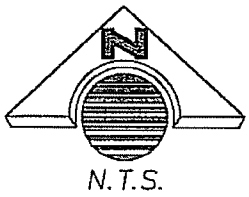
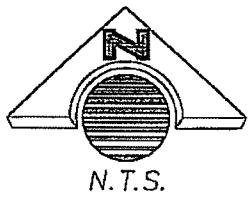
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

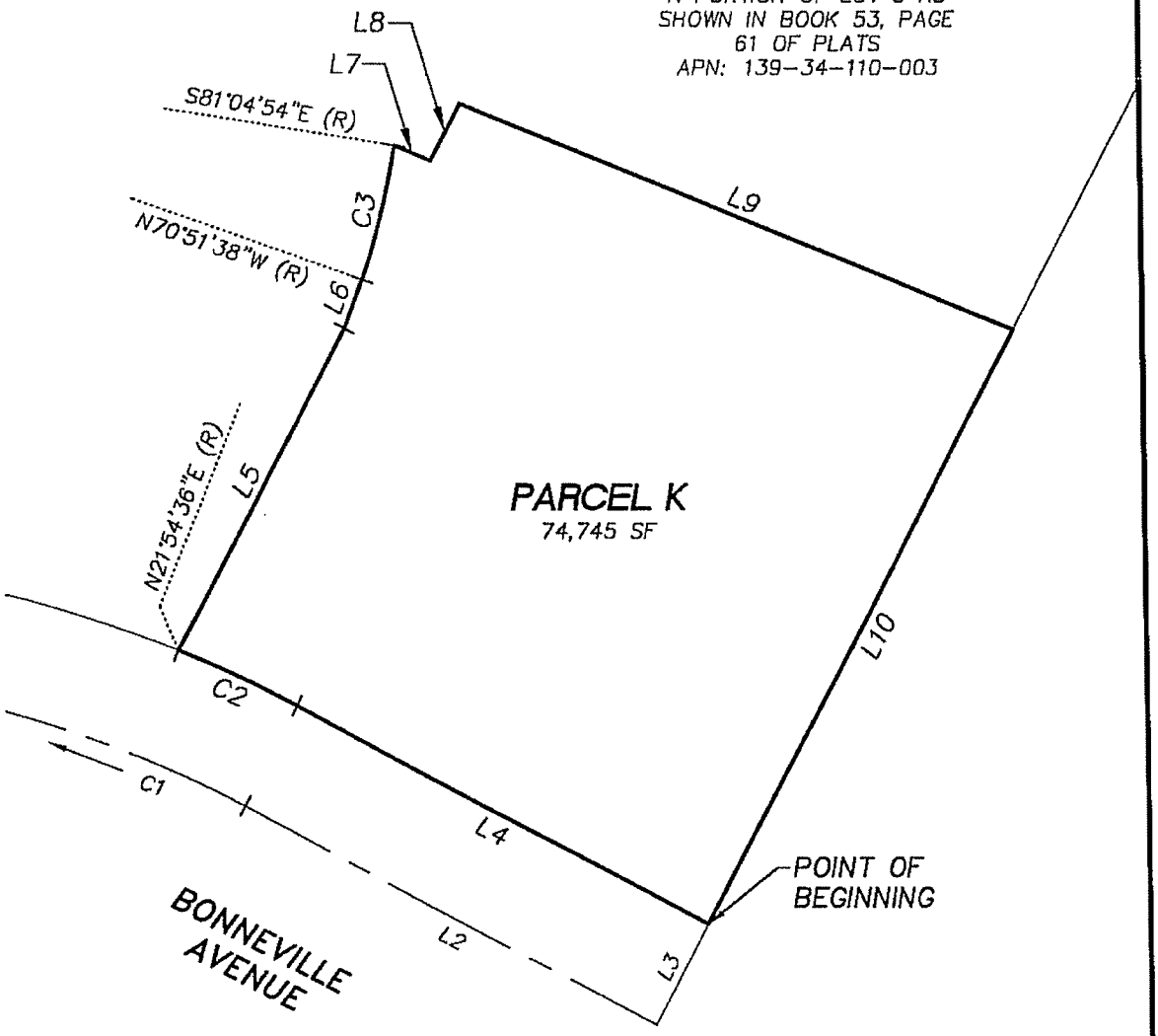


HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

DETAIL





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PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	600.00'
L2	S62°04'12"E	204.98'
L3	N27°55'34"E	50.00'
L4	N62°04'12"W	204.98'
L5	N27°53'43"E	160.08'
L6	N20°48'03"E	22.88'
L7	S67°53'54"E	17.47'
L8	N27°53'43"E	28.14'
L9	S67°53'54"E	264.15'
L10	S27°55'16"W	295.44'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	36°45'51"	320.83'	166.15'
C2	550.00'	06°01'12"	57.79'	28.92'
C3	340.91'	10°13'16"	60.82'	30.49'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Exhibit B

First Parcel DSLURS

Cleveland Clinic Foundation

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

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 SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) 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, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING** ; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13"' WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING.**

BASIS OF BEARING

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.

END OF DESCRIPTION.

Exhibit C

First Parcel DSLURS

Cleveland Clinic Foundation

Exhibit C

Scope of Development – Parcel J/K

Cleveland Clinic Foundation, an Ohio non-profit corporation ("*Developer*") intends to acquire approximately 4.84 acres more or less of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company (*"Owner")* and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to initially construct an approximately 198,000 s.f. Business Occupancy Outpatient Medical Facility consisting of medical offices, ambulatory surgical center and related amenities. The initial phase is intended to consist of 4 levels plus an interstitial floor and a below grade level. Future phases may include vertical expansion up to an additional 132,000 s.f. This could bring the structure to a total of 9 levels above grade and one level below grade. The facility may consist of a Family Health Center, Procedure Rooms, Exam Rooms, Laboratory Spaces, Doctor's Offices, Waiting Spaces, Staff Resources, Surgery Center, Operating Rooms, Sterile Core, Pre + Post Operative Spaces, Nurse Stations, Pre-Admission Services, Materials Management, Visitor Services, Pharmacy, Consultation Rooms, Gift Shop, Conference Rooms, Food Services & Public Lobby.

Parking will be landscaped surface parking on Parcel J/K or through arrangements on nearby parcels or through arrangements with surrounding parking providers. A structured parking deck will be constructed when conditions demand.

The architecture is intended to be glass curtain wall with horizontal sun shade louvers & terra cotta rain screen, pre-cast concrete panels and a metal and glass vehicle canopy. The parking structure is intended to be constructed of pre-cast concrete panels and woven wire mesh as siding.

Exhibit D

First Parcel DSLURS

Cleveland Clinic Foundation

EXHIBIT D

First Parcel Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to conveyance of title of the first parcel:

1. Election Notice naming first parcel to acquire
2. Design Development Plans of first parcel approved by the Symphony Park Design Review Committee (SPDRC)
3. Site Development Plan Review approved by Las Vegas Planning Commission and Las Vegas City Council for an entitlement
4. Building Permit by Las Vegas Building Department
5. Approved Master Plan by the SPDRC for any other parcels that were named in the Election Notice
6. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT H

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT H

PARKING LEASE AGREEMENT

Between

CITY PARKWAY V, INC.
as Landlord

and

THE CLEVELAND CLINIC FOUNDATION

as Tenant

Dated as of _____, 20__

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the ___ day of _____, 20__ (the "Effective Date"), by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("Landlord"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("Tenant"). Tenant and Landlord are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS:

A. Concurrently with the execution of this Lease, Landlord has conveyed to Tenant the Initial Parcel ___ (hereinafter defined);

B. Pursuant to the DDA (hereinafter defined), Developer has notified CPV that Developer will be acquiring the Additional Parcels (hereinafter defined).

C. Landlord and Tenant have entered into this Lease in order to provide to Tenant certain surface parking rights on the Site (hereinafter defined) in connection with the development and operation of a project to be constructed on the Initial Parcel and the Additional Parcels by Tenant, all on the terms and conditions contained in this Lease.

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

"Additional Parcels" means that approximately ____ acre parcel of real property legally described on Exhibit "C" and depicted on Exhibit "D", both of which are attached hereto

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"Agency" means the City of Las Vegas Redevelopment Agency and any permitted assignee of, or successor to, its rights, powers and responsibilities.

"Applicable Requirements": As defined in Section 5.03(d) below.

"Charter" means the Community Charter for Symphony Park recorded on December 16, 2009 with the Clark County Recorder of Deeds as Instrument No.: 200912160000606.2009.

"City" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"Commencement Date" means the Effective Date.

"Controlling Interest" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, 51% or more of the voting interests in a Person or the governing body of such Person.

"DDA" means that certain Disposition and Development Agreement dated _____, 2011 between Landlord and Tenant.

"Design Standards" means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

"DSLURS" means that certain Declaration of Special Land Use Restrictions and Option to Reconvey executed concurrently with this Agreement by Landlord and Tenant.

"Effective Date" has the meaning set forth in opening paragraph of this Lease.

"Final Parcel Closing Date" means the earlier of (i) the termination of any rights of Developer to acquire any Parcels under the DDA or (ii) _____, 20__ which is the scheduled date of the closing of the final acquisition of a Parcel by Tenant pursuant to the DDA.

"Initial Parcel " means that means that approximately ____ acre parcel of real property legally described on Exhibit "C" and depicted on Exhibit "D", both of which are attached hereto

"Landlord's Address" means 400 Stewart Avenue, 2nd Floor Las Vegas, 89101; Attention: Office of Business Development.

"Laws" means all applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Effective Date applicable to the Site, the Premises and/or the Tenant Improvements, including without limitation the Design Standards and the Charter.

"Lease Interest Rate" means the lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

"Lease Term" means that period commencing on the Commencement Date and expiring on the Final Parcel Closing Date. .

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"Premises Address" means _____, Las Vegas, Nevada 89101.

"Permitted Uses" has the meaning set forth in Section 5.01 below.

"Premises" means the Site and any improvements constructed thereon by Tenant pursuant to Section 3.01.

"Project" means the buildings and related improvements to be constructed on Parcel __ by Tenant pursuant to the DSLURS.

"Releasing Parties" has the meaning set forth in Section 6.01(a).

"Site" means that approximately ____ acre parcel of real property legally described on Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto.

"Soil and Groundwater Report" means that Soil and Groundwater Management Plan dated March 21, 2007 created by Kleindfelder for the handling and management of soils excavated or water encountered during construction activities.

"SPDRC" means the design review committee created and operating pursuant to the Design Standards.

"Tenant's Address" means 9500 Euclid Avenue, Cleveland, Ohio 44195, Attention: Director of Operations (H18).

"Tenant Improvements" means those grading and paving improvements to be constructed on the Site by Tenant pursuant to Section 3.01 at Tenant's sole cost and expense to prepare the Site to be used as a surface parking lot for the Project. The Tenant Improvements shall in general consist of those matters set forth on Exhibit "_" attached hereto.

Section 1.02 RENT.

In consideration of Tenant's agreement to construct the Project, Landlord agrees that the Lease of the Site to Tenant will be at no charge or base or other rental except as provided in Section 2.03 below.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. Tenant agrees that this Lease is entered into by the Parties for the sole purpose of providing interim parking for the construction and operation of the Project.

(b) Tenant further acknowledges that this Lease has a limited term which expires automatically upon the expiration of the Lease Term unless otherwise terminated pursuant to the terms of this Lease. Tenant agrees that (i) upon such expiration, it shall be solely responsible for providing all parking for the Project required for the Project form such other parking resources secured by Tenant at Tenant's sole cost and expense and (ii) CPV, the City, the Agency or any Affiliates thereof shall have no obligations to provide any other structured parking or surface parking whatsoever in connection with the development of the Project on the Site or at any other location whatsoever.

Section 2.02 DELIVERY OF POSSESSION: TENANT'S QUIET ENJOYMENT

(a) Landlord will deliver to Tenant possession of the Premises on the Effective Date.

(b) Landlord hereby covenants that Tenant shall at all times during the Term quietly have, hold and enjoy the Premises without any disturbance from Landlord or any Person claiming through Landlord or any of its affiliates which would interfere with Tenant's use of the Premises.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration of the Lease Term or earlier termination of this Lease. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that Tenant shall pay Landlord a rent of Five Hundred and 00/100 Dollars ($500.00) per day for each day that Tenant holds over after the expiration of the Lease Term. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
TENANT IMPROVEMENTS

SECTION 3.01 TENANT IMPROVEMENTS.

Tenant and Landlord agree that Tenant shall construct on the Site the Tenant Improvements at Tenant's sole cost and expense. The completion of the Tenant Improvements by Tenant shall be completed pursuant to the terms and conditions of Section 6.05 below. Tenant agrees that Landlord shall have no obligation whatsoever in connection with the improvement of the Site and the Tenant Improvements. All such work, including any required soil or ground water remediation, shall be at the sole cost and expense of the Tenant. Tenant acknowledges that all Tenant Improvements will be (i) in compliance with the Design Standards, the Charter and all other Laws, (ii) subject to review and approval of the SPDRC and (iii) shall be built in compliance with the Soil and Groundwater Management Report.

ARTICLE 4
CHARGES PAYABLE BY TENANT

Section 4.01 OPERATING COSTS.

The parties acknowledge that on and after the Commencement Date, Tenant shall be responsible for all repairs and maintenance required to the Premises and for the provision and payment of all utilities and services at the Premises, including but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises. All such contracts and suppliers will be subject to Landlord's prior, reasonable approval.

Section 4.02 PERSONAL PROPERTY TAXES.

(a) Tenant shall pay all taxes charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use its best efforts to have its personal property taxed separately from the Premises.

(b) If any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement

along with a copy of the personal property bills from Landlord for such personal property taxes.

Section 4.04 INSURANCE.

(a) Tenant shall, at Tenant's sole expense, maintain a policy of Commercial General Liability insurance insuring Tenant, and Landlord as an additional insured, against liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be on a claims made basis providing single-limit coverage in an amount not less than Two Million Dollars ($2,000,000) per occurrence. The initial amount of such insurance shall be subject to periodic increase upon reasonable demand by Landlord based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors but in no event more than twice the current limits provided herein. However, the limits of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. Such policy shall contain the following provision: "Such insurance as afforded by this policy for the benefit of Landlord shall be primary as respects any claims, losses or liabilities arising out of the use of the Premises by the Tenant or by Tenant's operation and any insurance carried by the Landlord shall be excess and noncontributing." The policy shall insure Tenant's performance of the indemnity provisions of Section 5.05.

(c) Tenant shall, from time to time, at Tenant's sole expense, obtain and maintain other types of insurance as Landlord may reasonably require in form, in amounts and for insurance risks against which a prudent Landlord would protect itself.

(d) Insurance required to be maintained by Tenant hereunder shall be in companies holding a "General Policyholders' Rating" of "A-" or better and a "financial rating" of 7 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion. Tenant shall promptly deliver to Landlord, on or before the Commencement Date, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Landlord. Tenant shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policies, furnish Landlord with renewals or certificates thereof. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies required under this Lease. Notwithstanding the above, Tenant shall have the right to maintain such insurance through a program of self insurance or from a carrier which provides coverage to or for Tenant or its affiliates.

Section 4.05 RESERVED.

Section 4.06 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the Lease Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises solely as a surface parking lot for parking related to the construction and operation of the Project. Tenant shall not use the Site or the Premises for any other use whatsoever.

Section 5.02 MANNER OF USE

(a) Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which interferes with the lawful rights of Persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises. Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended use or whether such use complies with all such Laws.

(b) Subject to availability, Tenant agrees that the Premises will be available for use by visitors and guests of Symphony Park during the weekday evenings and during the weekend at all times. Tenant agrees to permit such use by such visitors and guests.

Section 5.03 HAZARDOUS SUBSTANCES.

(a) Reportable Uses Require Consent.

The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant, and its subtenants, shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Section 5.03(d)). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant, or Tenant's subtenants, upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(b) Duty to Inform Landlord.

Tenant shall obtain Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion, to the manufacturing, processing, distribution, using, producing, treating, storing (above or below ground level), disposing of, or allowing to be present, of any other Hazardous Substance in or about the Premises except for those previously approved in writing by Landlord. In connection with each

such consent requested by Tenant, Tenant shall submit to Landlord a description, including the composition, quantity and all other information requested by Landlord concerning the proposed presence of any Hazardous Substance. Landlord's consent to the presence of any Hazardous Substance may be deemed given only by inclusion of a description of the composition and quantity of the proposed Hazardous Substance on Landlord's written consent to the request. Landlord's consent to the presence of any Hazardous Substance at any time during the Lease Term or renewal thereof shall not waive the requirement of obtaining Landlord's consent to the subsequent presence of any other, or increased quantities of, any Hazardous Substance in or about the Premises. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together, if it exists, with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system). If any Hazardous Substance is present in or about the Premises, Landlord shall have the right upon reasonable notice to Tenant to engage a consultant, approved by Tenant which approval shall not be unreasonably withheld or delayed, to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand by Landlord.

(c) Indemnification.

Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant, Tenant's subtenants or by anyone under Tenant's or Tenant's subtenants' control. Tenant's obligations under this Section 5.03 (c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant or Tenant's subtenants, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement. Tenant's indemnity obligations provided in this Section 5.03(c) shall include, without in any way limiting the foregoing:

(i) All costs, expenses and reasonable attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for clean-up costs, fines, damages or penalties incurred pursuant to the provisions of any Applicable Requirements;

(iii) Liability for costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any Applicable Requirements; and

(iv) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or

private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity obligations shall survive any expiration or earlier termination of this Lease.

(d) Tenant's Compliance with Requirements.

Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply, and cause its subtenants to comply, with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's or its subtenants' compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant, its subtenants or the Premises to comply with any Applicable Requirements. Tenant shall provide Landlord annually on each anniversary date of the Commencement Date a written certification, also signed by the manager of operations of Tenant at the Premises, certifying that:

(i) Tenant's and Tenant's subtenants businesses have been conducted in full compliance with the Applicable Requirements;

(ii) All Hazardous Substances (if any) related to Tenant's and Tenant's subtenants businesses have been disclosed to Landlord or in said certificate; and

(iii) The method and frequency of off-site disposal of Hazardous Substances from the Premises, as described in the certificate, comply with the Applicable Requirements.

(e) Inspection; Compliance with Law.

Landlord, Landlord's agents, employees, contractors and designated representatives shall have the right to enter the Premises, including any portions that have been subleased, at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant and is subtenants with this Lease and all Applicable Requirements, and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's and such subtenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a default of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination and such inspection reveals a violation of caused by Tenant. In such case, Tenant shall upon request immediately reimburse Landlord for the costs and expenses of such inspections.

Section 5.04 SIGNS AND AUCTIONS.

Tenant shall not place any signs on the Premises which are visible from the exterior of the Premises without Landlord's prior written consent which consent will not be unreasonably withheld. Tenant shall not conduct or permit any auctions or sheriff's sales at the Premises.

Section 5.05 INDEMNITY.

Tenant shall indemnify and hold harmless Landlord, the City, the Agency and their Affiliates and all agents, servants and employees of thereof from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or in connection with (i) Tenant's use of the Premises during the Lease Term, including without limitation, any use of the Premises by Tenant's subtenants, or (ii) the conduct of Tenant's and/or its subtenants' businesses, or (iii) any activity, work or things done, permitted or suffered by Tenant or Tenant's subtenants in or about the Premises during the Lease Term. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims, loss, damage, expense (including reasonable attorneys' fees), penalty or charge arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's subtenant's, agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, the Landlord may require Tenant, upon notice from Landlord, to defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause, except for the negligence or willful misconduct of Landlord and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section 5.05 shall survive the expiration or termination of this Lease.

Section 5.06 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's and it subtenants' businesses.

ARTICLE 6
CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01 EXISTING CONDITIONS.

(a) Tenant acknowledges and agrees that the Premises is to be leased to and accepted by Tenant in an "as is" condition with, if any, all faults and defects. Landlord makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Premises or any of such related matters; in particular, but without limitation, Landlord makes no representations or warranties with respect to the use, condition, occupation or management of the Premises, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the

Premises. Tenant acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the lease of the Premises and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Tenant , for itself, its successor, subtenants and assigns ("Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Tenant has or may have in the future against Landlord, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Tenant or any Releasing Party now has or which Tenant or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Substances, or violation of Applicable Requirements arising out of or in connection with any other physical or environmental condition of the Site. Tenant hereby agrees to hold harmless and indemnify the Landlord from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by the Landlord to Tenant arising in any way from (i) the presence of Hazardous Substances or environmental conditions at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

Section 6.02 EXEMPTION OF LANDLORD FROM LIABILITY.

Except for matters occurring after the Commencement Date which arise from Landlord's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above) or for matters which have occurred prior to the to the Commencement Date, Landlord, its governing council, officers, managers, directors, shareholders, members, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its officers, managers, directors, shareholders, members, agents, servants and employees harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's subtenants, employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant.

Section 6.03 LANDLORD'S OBLIGATIONS.

Landlord shall have no obligations whatsoever to repair or maintain in any way the Premises, or any portion thereof. Tenant expressly waives the benefit of any law, including case law, statute, rule or regulation in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Premises in good order, condition and repair. Tenant shall have no rights whatsoever to offset or deduct any amounts whatsoever against any Rent or any other sums due Landlord under this Lease for any reason whatsoever.

Section 6.04 TENANT'S OBLIGATIONS.

(a) Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all equipment, fixtures, additions and improvements thereof in good order and condition and shall make all ordinary and necessary repairs, renewals, and replacements with respect to the Premises. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace such portion of or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term.

(b) If Tenant fails to maintain or repair the Premises as required by this Section 6.04, Landlord may, upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises, including any subleased portions, and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall pay to Landlord immediately upon demand, as Additional Rent, for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision.

Section 6.05 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Except for the Tenant Improvements, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall deliver to Landlord, for Landlord's approval prior to any construction, a complete set of plans and specifications for the proposed alterations, additions or improvements, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all necessary permits for such construction. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 6.05(a) upon Landlord's written request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable Laws, and by a contractor approved by Landlord. Landlord's approval of the plans, specifications and working drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least ten (10) days prior written notice of the commencement of any work on the Premises. Landlord may elect from time to time to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Tenant or any notice of contract or Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within fifteen (15) days after demand from Landlord commence actions to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided, that in all events that such shall be completed prior to the time that any such claim or lien can be enforced and/or foreclosed as reasonably determined by Landlord. If Tenant shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord on demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no mechanics' or other claim, lien or other Charge shall be allowed against the estate, rights, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefor. Prior to commencement of any work or the delivery of any material to the Premises by any contractor, subcontractor

or materialman (herein collectively called "Contractor"), Tenant shall deliver to the Landlord a signed and acknowledged waiver (or release) of liens from each such Contractor in a form approved by Landlord, and, to the extent permitted by law, Tenant shall at Tenant's expense cause a duly executed and notarized counterpart of any such waiver or release to be recorded in the Office of the Clark County Recorder.

Section 6.06 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for (i) the tenant Improvements and (ii) alterations approved by Landlord and (iii) ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

ARTICLE 7
RESERVED

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to Landlord.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent which consent may be withheld at Landlord' sole discretion; provided, however, Tenant may sublet or assign its interest in this Lease to an Affiliate of Tenant without Landlord's consent. Tenant shall give no less than thirty (30) days notice of any such assignment or sublease to an Affiliate accompanied with sufficient information evidencing the Controlling Interest requirement.

Section 9.02 NO RELEASE OF TENANT.

No transfer consented to by Landlord or permitted hereunder, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person

shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

Section 9.04 NO MERGER.

No merger shall result from Tenant's sublease of the Premises under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02 DEFAULTS.

Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(a) If Tenant abandons, vacates or fails to operate the Premises for ninety (90) consecutive days;

(b) If Tenant fails to pay any charge required to be paid by Tenant within five (5)days after receipt of written notice from Landlord that such change is past due;

(c) If Tenant fails to perform any of Tenant's material nonmonetary obligations under this Lease for a period of thirty (30) days after receipt of written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within such thirty (30) day period and thereafter diligently pursues its completion, provided, however, that in all events performance is completed within no longer than ninety (90) days;

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder; or

(e) Any material representation or warranty made by Tenant or by a subtenant or assignee in connection with this Lease shall have been false or misleading as of the date such representation or warranty was made.

Section 10.03 REMEDIES.

On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, as its sole remedy:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the full amount of any charges which had been earned at the time of the termination; and (ii), any reasonable costs or expenses incurred by Landlord in recovering possession of the Premises and Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable; and

(b) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease including twenty percent (20%) of such costs for Landlord's supervision of any maintenance and repair.

Section 10.04 CUMULATIVE REMEDIES.

Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE 11
ESTOPPEL CERTIFICATES

Section 11.04 ESTOPPEL CERTIFICATES.

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying, if true: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); (v) that Tenant has occupied the Premises; and (vi) such other matters as may be reasonably required by Landlord. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts. The failure of Tenant to provide such written statement shall constitute a material default under this Lease.

ARTICLE 12
LEGAL COSTS

Section 12.01 LEGAL PROCEEDINGS.

Tenant shall reimburse Landlord, upon demand, for any reasonable costs or expenses incurred by Landlord in connection with any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. If any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action and Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability incurred by Landlord if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in any such claim or action.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 13.02 LANDLORD'S LIABILITY.

As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises or the leasehold estate under a ground lease of the Premises at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such

Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Notwithstanding anything to the contrary contained in the Lease, Tenant agrees that it shall look solely to the estate and the property of Landlord in the land of which the Premises are a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in the event of any default or breach by Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents with respect to any of the terms, covenants, and conditions of this Lease to be observed or performed by Landlord or any other liability of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in connection, directly or indirectly, with this Lease, and no other assets of Landlord or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

Section 13.03 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, successors or others using the Premises with Tenant's expressed or implied permission.

Section 13.05 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered, sent by overnight courier service or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. All notices shall be effective upon receipt or delivery refused. Either party may change its notice address upon written notice to the other party.

Section 13.07 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's or Tenant's failure to enforce any provision of this Lease or Landlord's acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on

Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 13.09 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 13.10 CORPORATE AUTHORITY.

If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Tenant shall provide to Landlord concurrently with the execution of this Lease written evidence reasonably satisfactory to Landlord that Tenant's execution of this Lease has been duly authorized. In the event Tenant is other than an individual, concurrently with Tenant's execution of this Lease, Tenant shall provide to Landlord a certificate of good standing or its equivalent that confirms that Tenant is duly qualified to do business in the state in which the Premises is located.

Section 13.11 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 13.13 EXECUTION OF LEASE; FACSIMILE TRANSMISSION.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by

both parties. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

Section 13.14 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 13.15 DISCLOSURE OF PRINCIPALS.

Tenant represents and warrants that it has, in accordance with the current policy of Landlord, disclosed the ownership and principals of Tenant, and that it has a continuing obligation to update this disclosure whenever (i) there is a material change in the information and (ii) within thirty (30 days of a written demand by Landlord for an updated disclosure.

Section 13.16 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

LANDLORD:

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

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

TENANT:

THE CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation.

By: _____
Name: _____
Title: _____

Keep Memory Alive
Agreed to as to Section 2.01 Only:

By:_____
Name: _____
Title: _____

EXHIBIT I

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT J

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT J

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS AND OPTION TO RECONVEY ("*Declaration*") is made as of _____, 20__, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation ("*Developer*"). CPV and Developer are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Developer that site, which is more particularly described in Exhibit "A" attached hereto (the "*Site*");

B. WHEREAS, the Site is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Developer has agreed that it is acquiring the Site to develop the Project (hereinafter defined) in accordance with the Restrictions set forth herein.

D. WHEREAS, CPV is conveying the Site to Developer for no purchase price or other consideration on the basis of Developer's continuing compliance with the Restrictions, including the construction of the Project and the operation of the Project as a Non-Profit Use (hereinafter defined);

E. WHEREAS, but for such representations by Developer, and Developer's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Developer; and

F. WHEREAS, as part of the conveyance of the Site to Developer, Developer and CPV have agreed on an allocation of responsibilities for the environmental conditions of the Site.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Developer), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Developer, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining land holdings and Symphony Park as a whole. In addition to those general concerns, it is vitally important to CPV that development on those parcels of property (including the Site) that CPV from time to time elects to sell to third parties be consistent with CPV's master plan for Symphony Park. Should the development conditions imposed by CPV be materially violated, Symphony Park and its planned development could be negatively impacted.

This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"*Affiliate*" or "*Affiliates*" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "*control*" (including the terms "*controlled by*" and "*under common control with*") shall mean the possession, directly or indirectly, of a Controlling Interest. Unless the context otherwise requires, any reference to "*Affiliate*" in this Declaration shall be deemed to refer to an Affiliate of Developer.

"*City*" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"*Commence Construction*" or "*Commencement of Construction*" means any and all activities involving the grading of the Site by or on behalf of Developer.

"*Completion of Construction*" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, fifty-one percent (51%) or more of the voting interests in a Person or the governing body of such Person.

"*Convey or Conveyance*" means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by Developer in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

"*CPV*" has the meaning set forth in the first paragraph of this Declaration and

includes any Person to whom CPV assigns its interest in this Declaration pursuant to Section 7.1 below.

"*CPV Indemnified Party or Parties*" means, collectively, CPV and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"*CPV Repurchase Designee*" means any Person designated to Developer in writing by CPV to exercise the Repurchase Option.

"*DDA*" means that certain Disposition and Development Agreement dated concurrently herewith between CPV and Developer.

"*Designee*" means an Affiliate of a Recognized Mortgagee that is the designee or nominee of such Recognized Mortgagee.

"*Design Standards*" means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

"*Developer*" has the meaning set forth in the first paragraph of this Declaration.

"*Final Plans and Drawings*" means those plans, drawings, related documents and any subsequent revisions thereto prepared for the construction of the Project which have obtained all approvals pursuant to the Requirements for the construction of the Project.

"*For-Profit Use*" means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is not a non-profit entity and/or (ii) any use of the Project that is not on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project, except for such for profit use (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use.

"*Improvements*" has the meaning set forth in Section 4.4(c)(i).

"*Non-complying Structures*" means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

"*Non-Profit Use*" means (i) the ownership of the Project or any portion of the Project, including the land on which the Project is situated, by a Person that is a non-profit entity and/or (ii) use of the Project that is on an exclusively non-profit basis by Developer or any successor owners of the Project, tenants of the Project or any other Person owning, occupying or using the Project , except for such for profit use (e.g. coffee shops, food vendors, bookstores, gift shops and other retail)) that are incidental to such use.

" *Parking Lease Agreement"* means that Parking Lease Agreement entered into by the Parties concurrently with the execution of this Declaration.

"*PEMA*" means the Project Environmental Management Agreement Set forth in Exhibit "E" attached hereto, as it may be amended from time to time.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Project*" means _____.

"*Project Documents*" has the meaning set forth in Section 4.4(c)(i).

"*Project Scope*" means the description of the Project attached to this Declaration as Exhibit "C".

"*Repurchase Option*" has the meaning set forth in Section 4.4.

"*Required Approvals*" means all approvals and permits necessary under the Requirements for the development, construction and operation of the Project.

"*Requirements*" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over Developer or Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Site, as then in force; (iii) any and all provisions and requirements of any insurance policy required to be carried by Developer under this Agreement; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record. The term "Requirement" includes the Design Standards, as such may be amended from time to time; provided, however, that at such time as Developer has obtained approval pursuant to the Symphony Park Documents of the Design Development phase for the Project, then any subsequent amendments to the Symphony Park Documents which would require a modification of the approved Design Development Phase of the Project shall not be applicable to the Project.

"*Restrictions*" means the covenants, conditions, rights, restrictions and limitations more particularly set forth in this Declaration.

"*Schedule of Performance*" means the schedule of performance attached to this Declaration as Exhibit "D".

"*Site*" is defined in Recital A.

"*Specific Facilities*" means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Final Plans and Drawings together with all modifications thereto agreed by CPV.

"*SPDRC*" means the design review committee created and operating pursuant to Design Standards.

"*Unavoidable Delays*" means delays due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant's default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. In connection with Developer's obligations under this Declaration, Unavoidable Delay shall include any failure of CPV to perform its obligations under the PEMA which causes actual delay in Developer's performance of its obligations. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay. Times of performance under this Declaration may also be extended in writing by CPV and Developer.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) years after the recordation of this Declaration shall at CPV's option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Final Plans and Drawings, Developer shall not affect any change or amendment to any parcel or final map covering the Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Developer file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. Developer shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Site.

(c) Zoning. Developer shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Project, or those other purposes expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally, Developer shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning.

(d) Unapproved Project. Developer shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Waste or Nuisance. Developer shall not commit or suffer to be committed any waste upon the Site and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Developer and CPV agree that:

(i) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Developer shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(iii) Notwithstanding the foregoing prohibition on Developer's right to convey the Site, Developer shall have the right to convey the Site to an Affiliate without the approval of CPV.

(g) Indemnity.

(i) The CPV Indemnified Parties shall not be liable to Developer for, and Developer shall indemnify, defend and hold the CPV Indemnified Parties from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from: (A) any injury (whether physical, economic or otherwise) to Developer or to any other Person in, about or concerning the construction and the ongoing ownership and operation of the completed Project; or (B) any damage to, or loss (by theft or otherwise) of, any of Developer's property or of the property of any other Person in, about or concerning the Project, or the use or occupancy thereof, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Project or of any owners or occupants of adjacent or neighboring property or caused by any construction or by operations in construction of any private, public or public work) or any latent or patent defects in the Project; or (iii) any act, omission or negligence of Developer or its Affiliates or of the contractors, agents, servants, employees, guests, or licensees of Developer or its Affiliates; except to the extent any of the matters described in clauses (A) or (B) is due to the negligence or willful misconduct of any CPV Indemnified Party. Without limiting the generality of the foregoing, except to the extent caused by the negligence or willful misconduct of any of the CPV Indemnified Parties (and then only in such CPV Indemnified Party's proprietary

capacity as opposed to its governmental capacity), the CPV Indemnified Parties shall not be liable for (I) any failure of water supply, gas or electric current; (II) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, enemy action, flood, wind or similar or disturbances, flooding, rain or ice; or (III) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

(ii) Developer shall notify CPV within thirty (30) days of any occurrence at the Project of which Developer has notice and which Developer believes could give rise to a claim against the CPV Indemnified Parties, whether or not any claim has been made, complaint filed or suit commenced.

(iii) The obligations of Developer under this Section 2.1(g) shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Project; *provided, however*, that if CPV actually receives any proceeds of Developer's insurance with respect to an obligation of Developer under this Article, the amount thereof shall be credited against, and applied to reduce, any amounts paid and/or payable hereunder by Developer with respect to such obligation.

(iv) If any claim, action or proceeding is made or brought against any CPV Indemnified Party which is or may be subject to indemnification by Developer hereunder, then, upon demand by CPV or such CPV Indemnified Party, Developer shall either resist, defend or satisfy such claim, action or proceeding in such CPV Indemnified Party's name, by the attorneys for, or approved by, Developer's insurance carrier (if such claim, action or proceeding is covered by insurance) or such other attorneys as CPV shall reasonably approve. The foregoing notwithstanding, such CPV Indemnified Party may, at its own expense, engage its own attorneys to defend such CPV Indemnified Party, or to assist such CPV Indemnified Party in such CPV Indemnified Party's defense of such claim, action or proceeding, as the case may be.

(v) Following the occurrence of Section 2.1(g)(iv) above, each CPV Indemnified Party shall promptly notify Developer of the imposition of or incurrence by such CPV Indemnified Party of any cost or expense as to which Developer has agreed to indemnify such CPV Indemnified Party pursuant to the provisions of this Section 2.1(g). Developer agrees to pay such CPV Indemnified Party all amounts due under this Section 2.1(g) within sixty (60) days receipt of the notice such CPV Indemnified Party.

(h) Insurance.

(i) Prior to Commencement of Construction on the Site, Developer shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (i) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Site; and (iii) a standard "all risk" Builder's Risk Policy.

(ii) Prior to Commencement of Construction on the Site and at all times thereafter, Developer shall maintain in effect comprehensive general public liability insurance and/or

excess umbrella policy with a single per occurrence limit of not less than Two Million Dollars ($2,000,000) with respect to the Site and the operations of Developer in, on or about the Site;

(iii) All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which CPV may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Developer's performance of the work on the Site or which may arise in connection with the activities of Developer, any contractor or subcontractor of Developer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Developer shall furnish CPV with certificates of all insurance policies required under this Section 2.1(h) before commencing any work on the Site. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to CPV of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name CPV and the CPV Indemnified Parties as additional insureds. Notwithstanding the above, Developer shall have the right to provide and maintain the coverage provided for 2.1(h)(ii) above through a program of self insurance or from an affiliated carrier which provides insurance to or for Developer, or a combination of both.

2.2 Project Development. Developer agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Final Plans and Drawings and in accordance with the Schedule of Performance. The violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Commencement. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Developer shall commence construction of the Project pursuant to the Final Plans and Drawings. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(b) Completion. Developer shall Complete Construction of the Specific Facilities pursuant to their respective timelines set forth in the Schedule of Performance and in material compliance with all Requirements. Timelines set forth in the Schedule of Performance shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Developer shall have given written notice to CPV within twenty (20) days of commencement of delay setting forth the facts giving rise to each such extension; and *provided further* that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(c) Uses. Developer shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

2.3 Parking. Developer agrees that all parking for the Project will be located on the Site in compliance with the Requirements.

2.4 For-Profit Uses.

(a) Developer agrees that in consideration of the conveyance of the Site to Developer at no cost to Developer and Developer's agreement to develop a non-profit medical use on the Site, that only Non-Profit Uses of the Project will be permitted, except for such for-profit uses (e.g.coffee shops,food vendors, bookstores, gift shops and other retail) that are incidental to such use. Developer further acknowledges that if not for Developer's agreement to develop and operate Non-Profit Uses on the Site, CPV would have sold the Site to Developer, or another Person, at the fair market value of the Site. Developer further agrees that in the event a For-Profit Use of the Property occurs at anytime, except for such for profit uses (e.g. coffee shops, food vendors, bookstores, gift shops and other retail) that are incidental to such use, then, in addition to all other rights and remedies that CPV may have as a result of Developer's breach of this covenant, Developer shall be obligated to pay to CPV the fair market value of the Site as of the date that the Project is converted to a For-Profit Use (the "*For-profit Conversion Date*"), as determined pursuant to Section 2.4(b).

(b) The fair market value of the Site as of the For-profit Conversion Date shall be the appraised fair market value of the Site as of the For-profit Conversion Date based upon the purchase price that would be paid by a willing purchaser to a willing seller in an arms length transaction for the acquisition of the Site, taking into account the existing size and configuration of the Site and taking into account the following facts and making the following assumptions: (a) the existing improvements and use of the Site and (b) that use of the Site is prohibited from any gaming and casino use. With respect to any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years experience in the Las Vegas business area, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by CPV, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than thirty (30) days from and after the For-profit Conversion Date, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and CPV upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by CPV, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of CPV and the Developer shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute

such Party's waiver of its right to so comment.

(c) The fair market value of the Site as determined pursuant to Section 2.3 shall be paid to CPV by Developer in immediately available funds no later than fifteen (15) days after the final determination of the fair market value of the Site pursuant to Section 2.4(b) above.

3. DEVELOPER OPERATING COVENANTS

3.1 General Obligations. Upon Completion of Construction, Developer shall at all times thereafter maintain and operate the Project in conformance with the terms of this Section 3. Developer acknowledges that a material part of the consideration of CPV conveying the Site to Developer for no monetary consideration is Developer's agreement to comply with the terms and conditions of this Section 3.

3.2 Maintenance of Project. Developer agrees at its sole cost and expense to maintain the Project in first class condition and repair at all times.

3.4 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Developer for which Developer is in default, including, without limitation, the performance of maintenance and repair that Developer is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to Developer (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Developer. Developer agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of Developer's obligations under this Declaration including twenty percent (20%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Developer, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of Symphony Park or any portion thereof by CPV. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until the termination of the Restrictions, CPV or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of CPV shall be those who are so identified in writing by CPV and who shall, except in an actual emergency, give prior notice of such Site visits. CPV shall indemnify Developer and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, CPV at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure

period is otherwise specifically designated, such cure period shall commence when written notice is given to Developer of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Developer shall be granted such additional period necessary to cure such default if the cure of such default is not capable of being cured within such thirty (30) day period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. CPV may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Developer of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Developer or any person having possession under Developer. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest shall be the personal obligation of Developer or any other person who was an owner of the Site when such charges became due and who committed such breach or violation

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Developer hereby grants to a CPV Repurchase Designee the irrevocable, exclusive right and option to repurchase the Site (the "*Repurchase Option*") upon the occurrence of any of the events contemplated by Section 4.4(a) below, and if such CPV Repurchase Designee exercises such option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to Developer in the event of Developer's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a), 2.2(b) or 2.2(c) above. No failure of the CPV Repurchase Designee to exercise the Repurchase Option after the occurrence of any of the foregoing events shall constitute a waiver of its right to exercise the Repurchase Option upon the occurrence of any other event permitting such exercise.

(b) Title Condition. Upon such repurchase, the Site shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and

(iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer shall submit to the CPV Repurchase Designee (A) a list of improvements existing (the "*Improvements*") on the Site; and (B) a breakdown of the actual hard and soft costs to Developer to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and Developer shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. Developer shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of Developer, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Developer has to the Project Documents. The Improvements shall automatically become the property of the CPV Repurchase Designee without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Developer at its sole cost and expense shall remove all Non-complying Structures. Alternately, at the CPV Repurchase Designee's option, the CPV Repurchase Designee may determine the cost to remove the Non-complying Structures and deduct the amount from the Purchase Price.

(d) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option provided above shall be the Improvement Costs. Absent manifest error Developer's books and records provided in accordance with Section 4.4(c) above shall be deemed conclusive in determining the Improvement Costs.

(e) Repurchase Escrow Terms. Within five (5) days after the CPV Repurchase Designee's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by the CPV Repurchase Designee and reasonably acceptable to Developer to consummate the purchase as specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by the CPV Repurchase Designee of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Developer through escrow, shall be removed or insured over by Developer at its sole expense at or prior to closing of escrow. In the event that the Site or any portion thereof is encumbered by a mortgage or deed of trust to which the CPV Repurchase Designee has subordinated the Repurchase Option pursuant to Section 4.4(d)

above, the CPV Repurchase Designee shall instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Developer through the foregoing escrow. Developer and the CPV Repurchase Designee shall each pay one-half of the escrow fees; Developer shall pay for documentary tax stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in the CPV Repurchase Designee or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(f) Binding Effect. The Repurchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto.

5. RESERVED

6. PROJECT ENVIRONMENTAL MANAGEMENT. The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any Person selected by CPV, including the Symphony Park Master Association, a Nevada non-profit corporation, and upon any such Person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein.

7.2 Application of Restrictions. Notwithstanding anything herein contained to the contrary, if CPV reacquires title to the Site or any portion thereof at any time after the date hereof, the Restrictions shall automatically cease and terminate and be of no further force or effect as to CPV and such property, effective as of the date of such reacquisition by CPV.

7.3 Other Restrictions. This Declaration is not the exclusive source of restrictions on the use of the Site, and nothing herein contained shall prejudice or diminish in any way CPV's rights under any other documents of record from time to time affecting all or any portion of the Site.

7.4 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.5 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.6 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.7 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or

forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:

City Parkway V, Inc.
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And:

City Attorney Office
City Hall
Attn: Teri Ponticello
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov

Attn: Teri Ponticello, Esq.

And:

Newland Real Estate Group, LLC
6130 Elton Avenue
Las Vegas, Nevada 89107
Phone: (702) 220-8090
Fax: (702) 220-7636
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

If to Developer:

Cleveland Clinic Foundation
9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Phone: 216- 444-2380
Fax: 216- 444-2436
Attn: Chief of Operations

And:

Cleveland Clinic Foundation

9500 Euclid Ave. (H-18)
Cleveland, Ohio 44195
Phone: 216- 444-3441
Fax: 216-445-7739
Attn: Chief Legal Officer

And: Cleveland Clinic Foundation
9500 Euclid Ave. (CC-46)
Cleveland, Ohio 44195
Phone: 216-444-4820
Fax: 216-444-7020
Attn: Director of Construction of Facilities and Real Estate

7.8 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the Chairman of CPV or such other person that CPV designates in writing to Developer. Notwithstanding the foregoing, Developer acknowledges that some approvals will require review and approval by the City Council. In such cases, the Parties shall comply with the required processes of submitting matter for review and approval by City Council.

7.9 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control. This Declaration includes Exhibit "A" through Exhibit "E" , inclusively, attached hereto and incorporated herein by reference, All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.10 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Developer to that effect.

7.11 Severability. Whenever possible, each provision of this Declaration 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 Declaration and the remaining provisions shall remain in full force and effect.

7.12 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

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

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

7.15 No Third Party Beneficiaries. Nothing in this Declaration 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 Declaration.

7.16 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified.

7.17 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

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

CPV

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

By: _____

Name: _____

Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

DEVELOPER

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:

_____

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "B"	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT "C"	PROJECT SCOPE
EXHIBIT "D"	SCHEDULE OF PERFORMANCE
EXHIBIT "E"	PROJECT ENVIRONMENTAL MANAGEMENT AGREEMENT

Exhibit A & B

Project DSLURS

Cleveland Clinic Foundation

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

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 SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) 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, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING** ; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13"" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING.**

BASIS OF BEARING

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.

END OF DESCRIPTION.

Exhibit C

Project DSLURS

Cleveland Clinic Foundation

Exhibit C

Scope of Development – Overall Project

Cleveland Clinic Foundation, an Ohio non-profit corporation (*"Developer"*) intends to acquire, in addition to Parcel J/K, Parcel A-2, approximately 2.29 acres more or less and Parcel B, approximately 5.15 acres more or less, of real property located within the real estate development owned by City Parkway V, Inc. a Nevada not-for-profit company (*"Owner")* and commonly referred to Parcel J/K of Symphony Park.

The Developer intends to construct buildings and structures that will complement the medical use district established by Parcel A-1 (The Cleveland Clinic Lou Ruvo Center for Brain Health) and the outpatient development on Parcel J/K.

The architecture will be consistent with the standard as set forth in the development of Parcel J/K and is intended to include all accessory uses normally associated with a medical district and commonly practiced healthcare standards.

Exhibit D

Project DSLURS

Cleveland Clinic Foundation

EXHIBIT D

Project Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to Election Notice of first parcel:

1. Approved Master Plan by the SPDRC for all Cleveland Clinic Parcels
2. Presentations to City Council as outlined in the Disposition and Development Agreement
3. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT K

Disposition and Development Agreement

Cleveland Clinic Foundation

EXHIBIT K

Project Schedule of Performance

The following items must be completed by Cleveland Clinic Foundation prior to Election Notice of first parcel:

1. Approved Master Plan by the SPDRC for all Cleveland Clinic Parcels
2. Presentations to City Council as outlined in the Disposition and Development Agreement
3. Any other applicable approvals as noted in the Symphony Park Design Guidelines and Symphony Park Charter

EXHIBIT L

Disposition and Development Agreement

Cleveland Clinic Foundation

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
Cleveland Clinic Foundation
Name 9500 Euclid Ave.– attn: William Peacock (H18)
Address **Cleveland, Ohio 44195**
Telephone **216.444.2380**
EIN or DUNS **34-0714585**

Block 2 Description
Subject Matter of Contract/Agreement **Disposition and Development Agreement** **RFP#**

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company x☐ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Delos T. Cosgrove, M.D. President, CEO and Director, Chair, Board of Governors	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
2.	Steven C. Glass Chief Financial Officer, Treasurer	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
3.	William E. Peacock Chief of Operations	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
4.	Dave Rowan Chief Legal Officer, Chief Governance Officer, Secretary	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
5.	Carole Hoover, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
6.	Joseph Hahn, M.D., Vice Chair, Board of Governors, Chief of Staff and Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
7.	Michael Harrington Chief Accounting Officer, Controller	9500 Euclid Avenue (JJ19) Cleveland, Ohio 44195	216.444.0634
8.	Larry Pollock, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
9.	Frederick R. Nance, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
10.	Samuel H. Miller, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
11.	Paul E. DiCorleto, Chairman of the Research Institute	9500 Euclid Avenue (NB21) Cleveland, Ohio 44195	216.444.2000
12.	Raymond Borkowski, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
13.	Cynthia Deyling, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000

14.	Mario Morino, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
15.	Linda McHugh, Assistant Secretary	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
16.	Michael J. Meehan, Recording Secretary	3050 Science Park Drive (AC321) Beachwood, Ohio 44122	216.448.0167
17.	Thomas A. Commes, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
18.	Patrick F. McCartan, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
19.	Bill R. Sanford, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
20.	Joseph M. Scaminace, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
21.	David J. Hessler, Esq., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
22.	William E. MacDonald, III, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
23.	Morry Weiss, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
24.	Ronald J. Ross, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
25.	Patrick Auletta, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
26.	Umberto P. Fedeli, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
27.	John W. Kemper, Sr., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
28.	Robert E. Rich, Jr., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
29.	Norma Lerner, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
30.	Beth Mooney, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
31.	Amb. William R. Timken, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

William M. Peacock, III
Chief of Operations

5/26/2011
Date

Subscribed and sworn to before me this 26th day of May, 2011

Patricia Susan Jenkins
Notary Public

Patricia Susan Jenkins
Notary Public, State of Ohio
My Commission Expires March 18, 2013

EXHIBIT M

Disposition and Development Agreement

Cleveland Clinic Foundation

First American

Reference: 11-04-0021-KR
Address: Parcels A2, B, J And K Of Symphony Park, Las Vegas, NV
Our Order No.: 11-04-0021-KR
Escrow Officer: Kristin Ravelo

COMMITMENT FOR TITLE INSURANCE

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule B - 2 - Exceptions	
Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

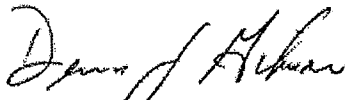
The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument.
(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or
eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concemed about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to governthe use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you .

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Order Number: 11-04-0021-KR

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: April 5, 2011 at 7:30 a.m.

2. Policy or Policies to be issued: Amount

   a. Owners Policy CLTA : $TBD

      Proposed Insured: Cleveland Clinic

   b. Loan Policy TBD : $TBD

      Proposed Insured: TBD

3. The estate or interest in the land described or referred to in this Commitment is

   A Fee

4. Title to the estate or interest in the land is at the effective date vested in:

   City Parkway V Inc., a Nevada non-profit corporation

5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Title Officer: Martin Bressler

American Land Title Association Commitment 2006

Order Number: 11-04-0021-KR

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION I

REQUIREMENTS

The following are the requirements to be complied with:

1. Payment of the agreed amounts for the interest(s) to be insured.

2. Payment of all premiums, fees and charges due the Company.

3. Instrument(s) satisfactory to create the estate or interest to be insured must be properly prepared, executed, delivered and duly filed for record, to wit: Grant Bargain Sale Deed; Deed of Trust, if any.

4. Pay all taxes, charges and assessments levied and assessed against the land which are already due and payable, or which will be due and payable as of the effective date of the policy anticipated by this Commitment.

5. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM Land Title Survey, conforming to the minimum standard requirements as revised 2/23/2011.

6. The requirement that an inspection of the subject land be made prior to the close of escrow. Additional exceptions and/or requirements may be added to this Commitment upon completion of said inspection.

7. Underwriter approval is needed to close this transaction; therefore, submil all documentation, including but not llimited to requested endorsements, at leaset one week prior to the contemplated closing date. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of this requirement.

8. NOTE: Information in possession of this company indicates that a division of land is contemplated in the current transaction involving the land described in this report. Such contemplated division of land would appear to fall within the purview of the Subdivision Map Act and at least one of the following requirements must be accomplished:

   (1) That a subdivision map has been recorded in compliance with the Subdivision Map Act or related local ordinances;

   (2) That a parcel map has been recorded in compliance with the Subdivision Map Act or related local ordinances; or

   (3) That a Waiver or other satisfactory evidence indicating compliance or nonviolation be furnished.

9. The requirement that this Company be provided a metes and bounds legal description for the above exception, prepared by a metes and bounds legal description, prior to close of escrow.

Order Number: 11-04-0021-KR

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

4. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

6. (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

7. State and County taxes for the fiscal period 2011 to 2012, a lien not yet due or payable;
   For the fiscal period 2010 to 2011, paid in full.
   Assessor Parcel Nos.: 139-33-610-027 (Parcel A2); 139-33-610-025 (Parcel B); 139-34-211-002 (Parcel J); and 139-34-211-002 (Parcel K with other property)

8. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.

9. Reservations and Easements in the patent from the State of Nevada, recorded August 30, 1984, in Book F of Miscellaneous, Page 5 as Document No. of Lincoln County Official Records.

10. Reservations and Easements in the patent from the State of Nevada, recorded October 17, 1902, in Book F of Miscellaneous, Page 230-232 as Document No. of Lincoln County Official Records.

11. Reservations and Easements in the patent from the State of Nevada, recorded November 30, 1902, in Book F of Miscellaneous, Page 268-269 as Document No. of Lincoln County Official Records.

12. Reservations and Easements in the patent from the State of Nevada, recorded November 30, 1902 in Book F of Miscellaneous, Page 270-271 as Document No. of Lincoln County Official Records.

13. Reservations and Easements in the patent from the State of Nevada, recorded April 22, 1905, in Book F of Miscellaneous, Page 600 as Document No. of Lincoln County Official Records.

14. The terms and provisions contained in instrument entitled CITY OF LAS VEGAS REVISED DOWNTOWN DEVELOPMENT AREA recorded March 11, 1986 in Book 860311 as Document No. 00777 of Official Records.

    Said instrument contains, among other things, provisions for rehabilitation of the downtown area financed by additional tax assessments.

    Said instrument has been revised by an instrument recorded February 11, 1988 in Book 880211 as Document No. 00382 of Official Records.

    Said instrument has been amended by an instrument recorded November 22, 1996 in Book 961122 as Document No. 00847 of Official Records.

    A Notice of Adoption of Amendment To The Redevelopment Plan Recorded November 22, 1996 in Book 961122 as Document No. 00848; re-recorded November 25, 1996 in Book 961125 as Document No. 00566 and as set forth in Record of Survey performed by Rita M. Lumas, filed in File LG of Local Government Plats at Page 78 recorded November 22, 1996 in Book 961122 as Document No. 00849 of Official Records.

    An Ordinance to Adopt an Amended and Restated Redevelopment Plan recorded June 2, 2006 in Book 20060602 as Document No. 0001395 of Official Records.

    Reference should be made to said instrument for full particulars.

15. Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 53 of Plats, Page 61, of Official Records.

16. Terms, covenants, conditions and provisions in an instrument entitled, "MEMORANDUM OF RIGHTS", recorded November 18, 1996, in Book 961118 as Document No. 00285, of Official Records.

    The above document was re-recorded on December 2, 1996 in Book 961202 as Document No. 01377.

    The above memorandum has been amended by instrument recorded December 29, 2000 in Book 20001229 as Document No. 03127 of Official Records.

17. The effect of the following Record of Survey filed in File 116 of Surveys at Page 12, recorded May 18, 2001, in Book 20010518, as Document No. 02200 of Official Records.

18. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CITY PARKWAY V, INC., for ingress/egress, recorded June 6, 2001, in Book 20010606 as Document No. 00592 of Official Records.

19. The effect of the following Record of Survey performed by John E. Forsman, PLS No. 10053, filed in File 163 of Surveys at Page 35.

    Certificate of Amenment of above survey recorded April 23, 2007 in Book 20070423 as Document No. 03696 and on May 2, 2007 in Book 20070502 as Document No. 04853 Official Records.

20. Terms, covenants, conditions and provisions in an instrument entitled, "Development Declaration, Parking Agreement and right of First Refusal", recorded May 2, 2007, in Book 20070502 as Document No. 04856, of Official Records.

21. Terms, covenants, conditions and provisions in an instrument entitled, "Easement Agreement", recorded May 2, 2007, in Book 20070502 as Document No. 04857, of Official Records.

22. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded January 28, 2008, in Book 20080128 as Document No. 02612 of Official Records.

23. Terms, covenants, conditions and provisions in an instrument entitled, "Community Charter For Symphony Park", recorded September 12, 2009, in Book 20091216 as Document No. 00606, of Official Records.

24. Terms, covenants, conditions and provisions in an instrument entitled, "Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement", recorded December 17, 2009, in Book 20091217 as Document No. 00661, of Official Records.

25. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy, for communication and electrical facilities, recorded August 16, 2010, in Book 20100816 as Document No. 00987 of Official Records.

26. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for communication and electrical facilities, recorded August 16, 2010, in Book 20100816 as Document No. 00990 of Official Records.
Affects: Parcel A2 of proposed Symphony Park

27. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for Communication and electrical facilities, recorded August 16, 2010, in Book 20100816 as Document No. 00991 of Official Records.
Affects: Parcel K of proposed Symphony Park

28. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for communication and electrical facilities, recorded September 3, 2010, in Book 20100903 as Document No. 01389 of Official Records.
Affects: Parcel B of proposed Symphony Park

29. A Right of Entry Agreement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of Nevada Power Company, d/b/a NV Energy and Central Telephone Company, d/b/a Centurylink, for communication and electrical facilities, recorded September 3, 2010, in Book 20100903 as Document No. 01390 of Official Records.

30. Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.

31. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.

32. Water rights, cl aims or title to water, whether or not shown by the public records.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Order Number: 11-04-0021-KR

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF SAID LOT 5 OF PARKWAY CENTER AS RECORDED IIN BOOK 53, PAGE 61 OF PLATS, SAME BEING A PORTION OF THE WEST HALF (1/2) OF SECTION 34 AND THE EAST HALF (E ½) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DECRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5, BEING ON THE NORTH LINE OF BONNEVILLE AVENUE (100 FOOT RIGHT-OF-WAY), SAME BEING ON THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100 FOOT WIDE):

THENCE, ALONG THE NORTH LINE OF SAID BONNEVILLE AVENUE THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. NORTH 62°04'12" WEST, A DISTANCE OF 204.98 FEET TO A POINT OF CURVATURE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 36°45'51", AND ALONG THE ARC 352.91 FEET TO A POINT OF TANGENCY;
3. SOUTH 81°09'57" WEST, A DISTANCE OF 485.41 FEET TO A POINT OF CURVATURE TO THE RIGHT;
4. WITH SAID CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 95°00'00", AND ALONG THE ARC 91.19 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF GRAND CENTRAL PARKWAY (100 FOOT RIGHT-OF-WAY);

THENCE ALONG THE EAST, SOUTHEASTERLY, AND SOUTHERLY LINE OF SAID GRAND CENTRAL PARKWAY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. NORTH 03°50'03" WEST, A DISTANCE OF 94.71 FEET TO A POINT OF CURVATURE TO THE RIGHT;
2. WITH SAID CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 31°45'19", AND ALONG THE ARC 249.41 FEET TO A POINT OF TANGENCY;

3. NORTH 27°55'16" EAST, A DISTANCE OF 1058.21 FEET TO A POINT OF CURVATURE TO THE RIGHT;
4. WITH SAID CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 20°42'14", AND ALONG THE ARC 162.61 FEET TO A POINT OF TANGENCY;
5. NORTH 48°37'30" EAST, A DISTANCE OF 1217.02 FEET TO A POINT OF CURVATURE TO THE RIGHT;
6. WITH SAID CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 25°40'39", AND ALONG THE ARC 201.67 FEET TO A POINT OF TANGENCY;
7. NORTH 74°18'09" EAST, A DISTANCE OF 331.32 FEET TO A POINT OF CURVATURE TO THE RIGHT;
8. WITH SAID CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 43°37'41", AND ALONG THE ARC 266.51 FEET TO A POINT OF NON-TANGENCY FROM WHICH A RADIAL LINE BEARS SOUTH 27°55'50" WEST;
9. SOUTH 27°55'50" WEST, A DISTANCE OF 5.00 FEET TO AN INTERIOR ANGLE POINT;
10. SOUTH 62°04'10" EAST, A DISTANCE OF 68.80 FEET TO A POINT ON SAID WEST LINE OF THE UNION PACIFIC RAILROAD;

THENCE, ALONG SAID WEST LINE SOUTH 27°55'16" WEST, A DISTANCE OF 741.16 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 31°53'35" EAST; THENCE, LEAVING SAID WEST LINE AND CROSSING A PORTION OF SAID LOT 5, FROM A TANGENT BEARING SOUTH 58°06'25" WEST, WITH SAID CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF 30°11'04", AND ALONG THE ARC 795.50 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 27°55'21" WEST, A DISTANCE OF 150.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE, WITH SAID CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF 30°11'15", AND ALONG THE ARC 795.57 FEET TO A POINT OF NON-TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 87°44'06" EAST, SAME BEING ON SAID WEST LINE OF THE UNION PACIFIC RAILROAD; THENCE, WITH SAID WEST LINE, SOUTH 27°55'16" WEST, A DISTANCE OF 365.64 FEET TO THE POINT OF BEGINNING.

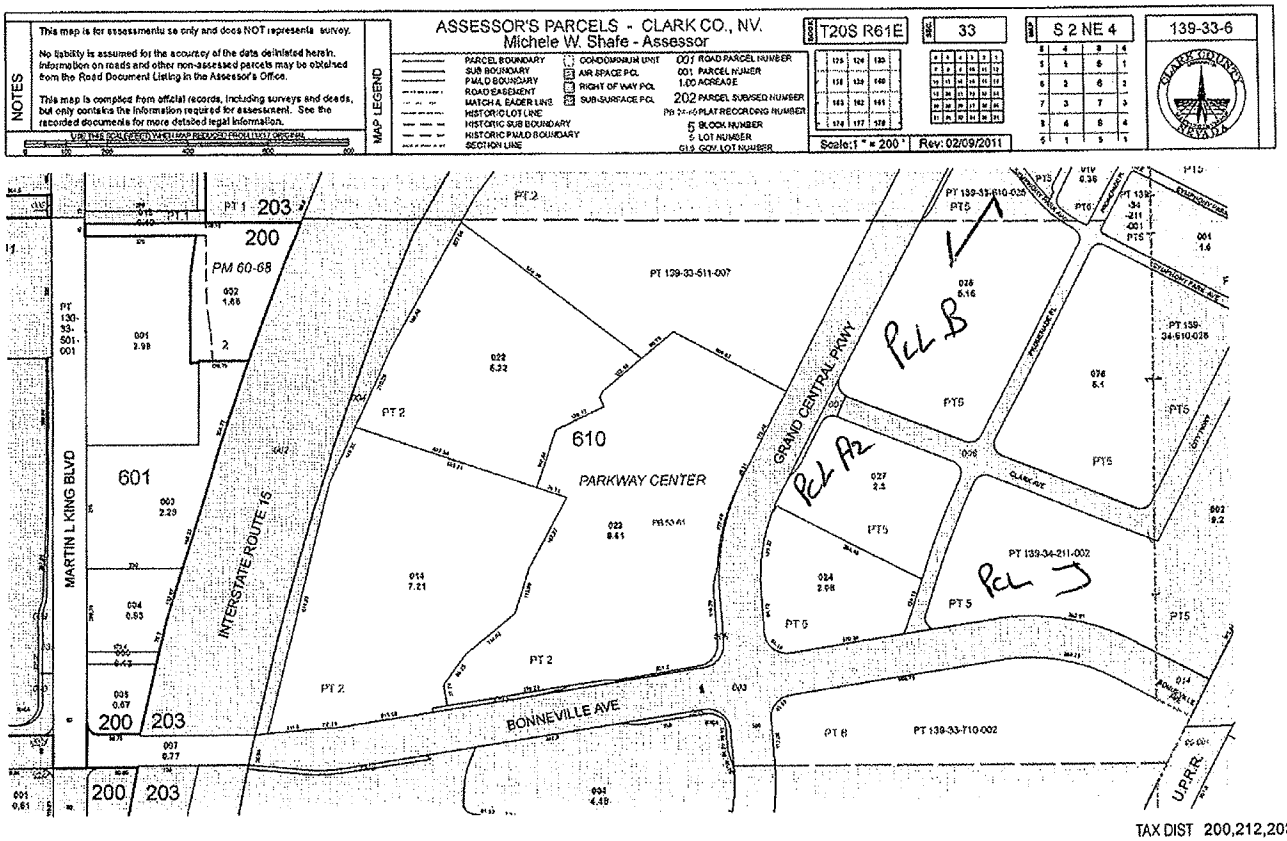
NOTE: WE WILL REQUIRE A METES AND BOUNDS LEGAL DESCRIPTION PREPARED BY A LICENSED SURVEYOR DESCRIBING PARCELS A2, B, J AND K OF THE PROPOSED SYMPHONY PARK PROJECT, PRIOR TO CLOSE OF ESCROW.

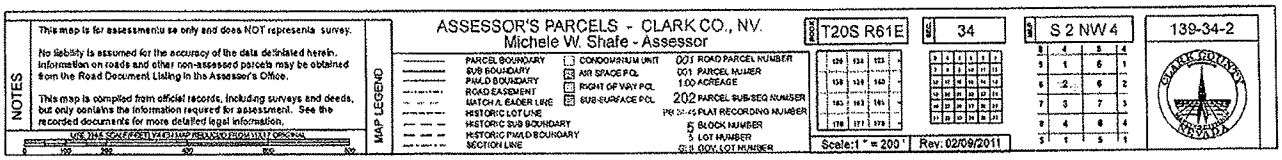
Subject property commonly known as: Parcels A2, B, J And K Of Symphony Park, Las Vegas, NV

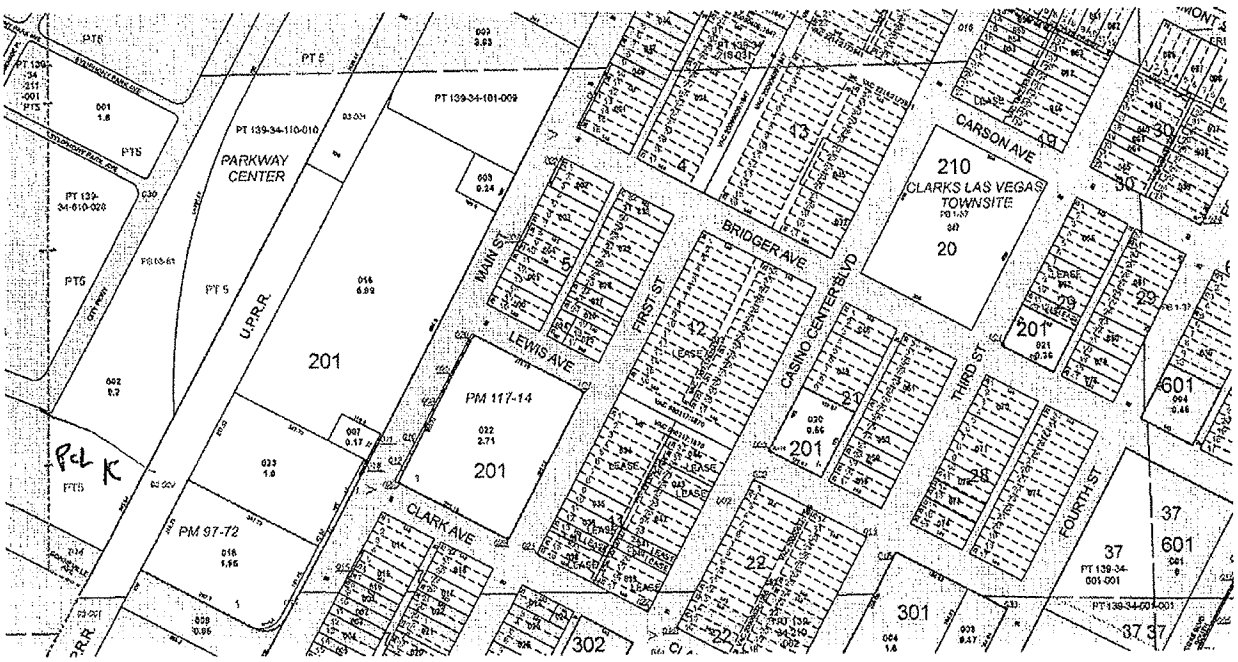
Order Number: 11-04-0021-KR

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. A fullpage explanation of our privacy policy is being delivered to you separately. If you do not receive it, or if you have questions about it, please call us, and a duplicate copy will be provided to you.


NOTES
This map is for assessmentu se only and does NOT represenla survey.
No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.
MAP LEGEND
ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor
T20S R61E
33
S 2 NE 4
139-33-6
Scale:1 " = 200 '
Rev: 02/09/2011
PARCEL BOUNDARY
SUB BOUNDARY
PA/LD BOUNDARY
ROAD EASEMENT
MATCH LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PA/LD BOUNDARY
SECTION LINE
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL
001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.00 ACREAGE
202 PARCEL SUBSED NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GLO GOV LOT NUMBER
PT 1
203
200
PM 60-68
PT 139-33-501-001
001 2.98
002 1.48
2
PT 2
PT 139-33-511-007
022 6.32
610
PARKWAY CENTER
023 8.41
PB 53/41
601
002 2.29
004 0.93
005 0.67
007 0.77
013 7.21
MARTIN L KING BLVD
INTERSTATE ROUTE 15
BONNEVILLE AVE
200
203
PT 8
PT 139-33-710-002
004 4.48
001 0.61
GRAND CENTRAL PKWY
PT 139-33-610-026
PT5
026 5.16
Pcl B
076 5.1
027 2.3
Pcl A2
024 2.98
PT 139-34-211-002
Pcl 3
PT 139-34-610-026
001 1.6
002 9.2
U.P.R.R.
TAX DIST 200,212,203


NOTES
This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.
MAP LEGEND
ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor
PARCEL BOUNDARY
SUB BOUNDARY
PWLD BOUNDARY
ROAD EASEMENT
MATCH A. EADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PWLD BOUNDARY
SECTION LINE
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL
001 ROAD PARCEL NUMBER
001 PARCEL NUMBER
1.00 ACREAGE
202 PARCEL SUB-SEQ NUMBER
PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GOV. LOT NUMBER
T20S R61E
34
S 2 NW 4
139-34-2
Scale: 1" = 200'
Rev: 02/09/2011


PARKWAY CENTER
U.P.R.R.
MAIN ST
LEWIS AVE
CLARK AVE
FIRST ST
BRIDGER AVE
CASINO CENTER BLVD
THIRD ST
FOURTH ST
CARSON AVE
CLARKS LAS VEGAS TOWNSITE
PM 117-14
PM 97-72
201
210
20
301
302
601
37
PT 139-34-110-010
PT 139-34-101-009
PT 139-34-601-001
PT 139-34-610-020
PT 5
PcL K

TAX DIST 203

EXHIBIT N

Disposition and Development Agreement

Cleveland Clinic Foundation

Exhibit N

Developer Reporting. Designated representatives of the Cleveland Clinic will meet quarterly with representatives of CPV to provide updates to CPV on the status of Developer's efforts in determining the feasibility of developing the Project. The reporting to CPV by Developer will include those matters set forth below. In addition, Developer agrees that such representatives shall appear at meetings of the City Council no less that once a year to report on the status of Developer's efforts in connection with the Project and at such other times as reasonably requested by CPV. Developer further agrees that once construction of a Parcel Project has commenced, such Developer representatives shall meet monthly with CPV.

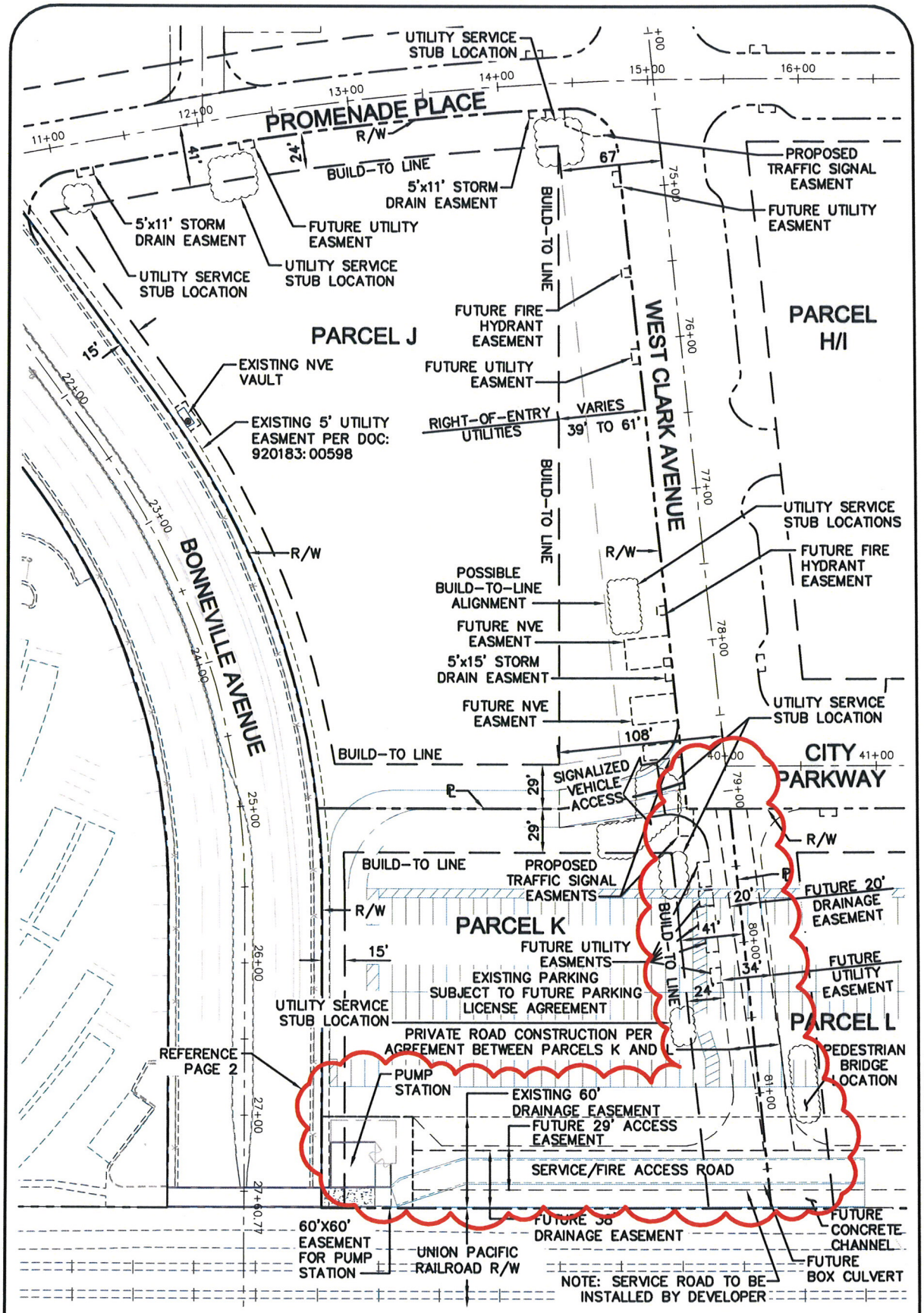
Matters of Reporting:

- Physician integration and recruitment activities in general
- Las Vegas regional healthcare market conditions and trends
- General status of reimbursement and negotiations with payers
- Potential collaborations, acquisitions and affiliations in Nevada
- Update on Lou Ruvo Center for Brain Health (LRCBH) activity
- Update on events at the LRCBH Activity Center
- Development of Cleveland Clinic Institutes
- Impact of healthcare reform on CC Nevada
- CC State of the Clinic summary

EXHIBIT O

Disposition and Development Agreement

Cleveland Clinic Foundation



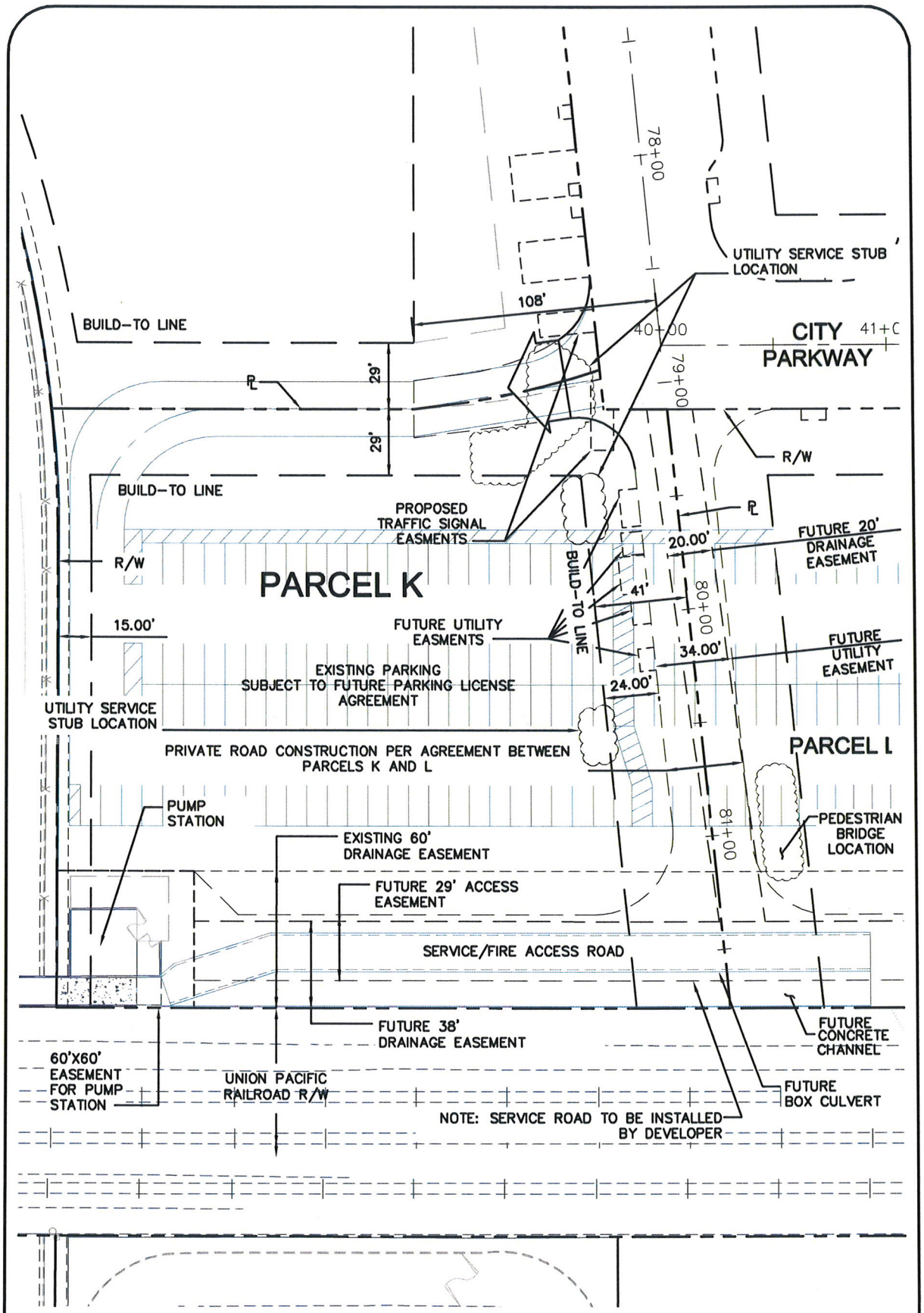
NOTE:
ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES

60 40 20 0 60
50 30 10 30

SCALE: 1" = 60'

DDA EXHIBIT
FOR PARCEL J AND K
FEBRUARY 17, 2011
Page 1

Kimley-Horn © 2011 and Associates, Inc.



NOTE:
ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES

NORTH

40 20 0 40
30 10 20

SCALE: 1" = 40'

DDA EXHIBIT
FOR PARCEL J AND K
FEBRUARY 17, 2011
Page 2

Kimley-Horn © 2011 and Associates, Inc.

Explanation of Drainage Easement, Pump Station, Private Road (West Clark), and Private Access Roadway for Parcels J and K

In the southeast corner of Parcel K, the City of Las Vegas owns an existing Storm Water Pump Station. The Pumps Station's main function is to divert storm water that collects in the Bonneville underpass into a drainage system that is situated along the easterly boundary of Symphony Park adjacent to the Union Pacific railroad tracks. The drainage system and the pump station currently reside within an easement that is sixty (60) feet wide (east to west) and runs the entire length of Symphony Park (north to south).

With construction of Phase 2A of the Symphony Park infrastructure, which is scheduled for 2011, the drainage system will be converted from a surface-based drainage channel to a reinforced concrete box culvert within Parcel K. Because of this conversion, the width of the drainage easement will be reduced where the reinforced concrete box culvert is installed.

The portion of the easement at the Pump Station will continue to be sixty (60) feet wide but will be shortened to sixty (60) feet long. Beyond the Pump Station, all the way to the end of the reinforced concrete box culvert, the drainage easement will be reduced to thirty-eight (38) feet with the exception of a minimal angular easement from the thirty-eight foot easement to the sixty foot easement to allow for vehicular access along the entire frontage of the pump station (please refer to the exhibit for further clarification). In addition, the easement will provide for twenty (20) feet of clear vertical access air rights over the easement for pump station maintenance.

The City is intending to upgrade the pump station and increase its footprint but remain within the easement. The access to the Pump Station will be by gate on the Pump Station's north side.

Per the Symphony Park Improvement Plans, the developer of Parcel K is required to construct a service/fire access roadway along the easterly boundary of the property. This roadway will be partially constructed over the top of the concrete box culvert and shall allow for unobstructed vehicular access from the private portion of West Clark Avenue to the entire frontage along the northern portion of the Pump Station. The developer will be obligated to provide a future access easement to allow for such access.

In addition to the service/fire access roadway, and also on the Symphony Park Improvement Plans, the developer of Parcel K will be responsible for construction of the portion of the private extension of West Clark Avenue that is within the deeded property lines. The north property line of Parcel K is the centerline of the private portion of W. Clark Avenue which separates Parcel K and Parcel L. Per a separate Private Roadway Agreement between the owner's of Parcel L and the Parcel K, the Developer is to construct its portion of W. Clark Avenue; the private street having an ultimate width of thirty-four (34) feet (2 lanes of traffic and one-side parking) and the service / fire access road. The City Fire Department may require the access road to also incorporate a fire department turnaround. Maintenance of all private roads is the responsibility of the property ownership.

In addition to the aforementioned easements and roadway agreements, there are other utility locations on parcels J and K shown on a separate exhibit. Utility easements shall be recorded by the current Landowner prior to transfer of title to Developer.

Also, the developer shall be subject to a "Shared Parking Declaration" that opens up a certain percentage of available spaces within the parcels for after hours parking. This declaration shall be attached as an exhibit to the DDA.

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding the certification of canvassed election returns for the June 7, 2011 Municipal General Election

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Municipal General Election was held on Tuesday, June 7, 2011. As provided by the Clark County Registrar of Voters, the results of this Election were canvassed comparing the computer printout of ballots counted and the results thereof with the official ballot statements for the 356 precincts used in this election.

RECOMMENDATION:
That the City Council accept and certify the official election results as presented.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding an Interlocal Cooperative Agreement between the City of Las Vegas, Nevada, and the City of Las Vegas Redevelopment Agency (RDA) to transfer to the City 60 percent of the Agency Share of Real Estate Taxes in connection with the Metroplex, located at 404 South Martin L King Boulevard, that are distributed to and received by the RDA and finding it is of benefit to the Redevelopment Area and the immediate neighborhood ($23,864,671 – RDA Special Revenue Fund) (APN 139-33-202-009) - Ward 5 (Barlow) [NOTE: This is a related item to RDA Item 5]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $23,864,671
Funding Source: RDA Special Revenue Fund
Dept./Division: Economic and Urban Development/RDA

PURPOSE/BACKGROUND:
The City of Las Vegas and Clark County entered into a Master Interlocal Agreement dated April 2, 2008, concerning the acquisition and construction of the Las Vegas Metropolitan Police Department Metroplex. The City agreed to contribute to the annual rent payment of the building. The Interlocal Cooperative Agreement allows the RDA to transfer annual real estate taxes attributable to the Metroplex to the City to pay the obligation to the county.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Interlocal Cooperative Agreement
2. Supplemental Interlocal Contract For Funding Facilities For Las Vegas Metropolitan Police Department Metroplex
3. Site Map

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement"), is entered into as of this ____ day of June, 2011, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA" or "Agency"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, ("City") a political subdivision of the State of Nevada:

W I T N E S S E T H:

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the City of Las Vegas Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction and operation of redevelopment projects located within the Redevelopment Area, including, without limitation, causing parks, playgrounds, recreational, community, educational, water, sewer or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with a redevelopment plan; and

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the city, the agency may enter into a contract with the city under which it agrees to reimburse the city for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits an agency, with the consent of the city council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment agency; and;

...
...
...

WHEREAS, NRS 279.486 requires that before the city council gives its consent as provided in the preceding preamble, the governing body is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part that "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform"; and

WHEREAS, the City and Clark County (the "County") are the governmental agencies responsible for providing police services within their combined jurisdiction boundaries through the merger of their law enforcement agencies into the Las Vegas Metropolitan Police Department (the "Department") in accordance with NRS Chapter 280; and

WHEREAS, the County has negotiated a contract for the lease, development, and option to purchase the Las Vegas Metropolitan Police Department administrative facility and police substation ("Metroplex") located in the vicinity of Alta Drive and Martin Luther King Boulevard, in the city of Las Vegas, State of Nevada which location is within the Las Vegas Redevelopment Area of the Redevelopment Plan; and

WHEREAS, the City and County previously entered into a Master Interlocal Agreement dated April 2, 2008, concerning acquisition and construction of facilities for the Department's use and benefit in carrying out its mission to preserve the safety, welfare and property of the inhabitants of the City's and County's combined jurisdictions; and

WHEREAS, the City and County have or will be entering into a Supplemental Interlocal Contract for Funding Facilities for Las Vegas Metropolitan Police Department Metroplex setting forth the details of the Redevelopment Tax Rebate Formula, as defined in the Metro Interlocal (defined below), which provides for the rebate of a portion of the real estate taxes attributable to the Metroplex that are distributed to the Agency; and

WHEREAS, the City and RDA desire to enter into this Agreement for the transfer to the City a portion of the real estate taxes attributable to the Metroplex that are distributed to and received by the RDA.

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows:

1. The RDA acknowledges that the City and County have or will be entering into the Supplemental Interlocal Contract for Funding Facilities for Las Vegas Metropolitan Police Department Metroplex ("Metro Interlocal") which provides a Redevelopment Tax Rebate Formula for the rebate to the County of a portion of the real estate taxes attributable to the Metroplex.

2. The RDA will transfer to the City sixty percent (60%) of the Agency Share of Real Estate Taxes, as defined in the Metro Interlocal, paid to and received by RDA each year in connection with the Metroplex (the "Redevelopment Tax Rebate"). The transfer of the Redevelopment Tax Rebate Payment, as defined in the Metro Interlocal, shall commence on the first anniversary of the date of a Certificate of Occupancy issued for the Metroplex ("First Payment Date"). The Redevelopment Tax Rebate Payment will be payable only from the Agency Share of Real Estate Taxes which is paid and received in connection with the Metroplex. The transfer of funds to the City shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).

3. The Redevelopment Tax Rebate Payment shall be transferred to the City annually commencing on the First Payment Date and each anniversary thereafter until the County either closes escrow on the purchase of the Metroplex or March 5, 2031, whichever comes first (the "Maturity Date") subject to any other conditions as set forth in this Agreement.

4. The Agency's obligation to pay this indebtedness evidenced by this Agreement shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes or agreements (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations".)

5. The Agency hereby pledges to the payment of the obligations of this Agreement the Agency Share of Real Estate Taxes paid to and received by RDA each year in connection with the Metroplex pursuant to NRS 279.676 (1)(b) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the Agency Share of Real Estate Taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

6. This Agreement is for the benefit of the Parties only. No person or entity is intended to ever be a third party beneficiary of this Agreement.

7. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

8. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.

9. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

11. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

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

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

14. By approving and executing this Agreement, the City has authorized and consented to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

15. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

(SEAL)

By: _____
Oscar B. Goodman, Chairman

ATTEST:

_____
Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

_____ 5/31/11
Date

CITY OF LAS VEGAS, NEVADA

(SEAL)

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____ 5/31/11
Date

SUPPLEMENTAL INTERLOCAL CONTRACT FOR FUNDING FACILITIES FOR LAS VEGAS METROPOLITAN POLICE DEPARTMENT METROPLEX

THIS SUPPLEMENTAL INTERLOCAL AGREEMENT made and entered into this _____ day of _____, 2011 by and between County of Clark, a political subdivision of the State of Nevada (hereinafter "County") and the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter the "City").

W I T N E S S E T H:

WHEREAS, the County and City (collectively the "Parties" and individually a "Party") are the governmental entities responsible for providing police services within their combined jurisdictional boundaries through the merger of their law enforcement agencies into the Las Vegas Metropolitan Police Department (hereinafter the "Department") in accordance with NRS Chapter 280; and

WHEREAS, the County has negotiated a contract for the lease, development, and option to purchase the Las Vegas Metropolitan Police Department administrative facility and police substation, as defined further herein ("Metroplex"); and

WHEREAS, NRS 280.350 acknowledges the issue of real property acquired for use and benefit of the Department following such merger, but does not provide details as to the exact method by which such real property is to be acquired and owned; and

WHEREAS, NRS 280.201 provides for developing a formula to apportion the funding of the Department's operational, maintenance and capital costs between the Parties ("Funding Formula"); and

WHEREAS, NRS 277.180 provides that two or more public agencies may enter into an interlocal agreement for the joint use of resources for the promotion and protection of the safety, welfare and property of the inhabitants of the Parties; and

WHEREAS, the Parties previously entered into a Master Interlocal Agreement dated April 2, 2008, concerning acquisition and construction of facilities for the Department's use and benefit in carrying out its mission to preserve the safety, welfare, and property of the inhabitants of the Parties' combined jurisdictions; and

WHEREAS, the Master Interlocal Agreement included a provision that the Parties would execute a Supplemental Interlocal Agreement setting forth the specific details of any modification of the Funding Formula with respect to the acquisition, development and funding of each individual facility; and

WHEREAS, on December 15, 2008, the Fiscal Affairs Committee approved the Department's relinquishment of 70,000 square feet of space in Las Vegas City Hall effective upon the Department's move to the Metroplex, which relinquishment was contingent upon execution of this Supplemental Interlocal Agreement providing for the rebate of a portion of real

estate taxes attributable to the Metroplex that are distributed to the Las Vegas Redevelopment Agency ("Agency").

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the County and City do hereby agree as follows:

1. On December 2, 2008, the County entered into an agreement, as subsequently amended, for the lease, development and option to purchase the Las Vegas Metropolitan Police Department administrative facility and police substation to be constructed on ±13.76 acres of real property described as APN 139-33-202-009, also known as the "Metroplex," located in the vicinity of Alta Drive and Martin Luther King Boulevard, in the city of Las Vegas, State of Nevada ("Lease"). The initial Lease term is thirty (30) years with the option to extend the initial term by two (2) renewal periods of ten (10) years each. The Lease also contains an option to purchase the Metroplex during certain time periods, including the twelve-month period beginning upon the third anniversary of the "Commencement Date," as that term is defined in the Lease.

2. In addition to the City's obligation to partially fund the Department's operational, maintenance and capital costs as required by NRS Chapter 280, the City agrees to pay additional sums to the County in accordance with the Redevelopment Tax Rebate Formula, as specifically set forth in this Supplemental Interlocal Agreement. The Redevelopment Tax Rebate Formula will be based upon the Agency Share of Real Estate Taxes ("Agency Share of Real Estate Taxes") as defined herein. Notwithstanding the calculation and allocation of the Agency Share of Real Estate Taxes set forth herein, the Agency Share of Real Estate Taxes shall be limited to the taxes actually received by the Agency from the taxing agency. The Agency Share of Real Estate Taxes equals the Real Estate Taxes (defined herein) paid from time to time in connection with the Metroplex, including land and improvements, minus each of the following: (i) the portion of taxes paid (currently 18% of taxes received by the Agency under NRS 279.676 with respect to the Metroplex) which is required to be used providing low income housing pursuant to NRS 279.685, (ii) the Real Estate Taxes paid based on the then current tax rate applied against the fiscal year 2009 - 2010 assessed value of the property on which the Metroplex is located, including land and improvements [for purposes of this Supplemental Interlocal Agreement, the 2009/2010 assessed value amount equaled $2,643,822.00], if any, and (iii) any portion of the Real Estate Taxes paid with respect to the Metroplex which is not transferred to the Agency for its use for general Agency purposes under NRS 279.676, including the following if not already excluded from Real Estate Taxes under the definition thereof; (a) the Real Estate Taxes paid with respect to the Metroplex that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(c), and (b) the Real Estate Taxes paid with respect to the Metroplex that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996, as provided in NRS 279.676(1)(d). "Real Estate Taxes" means the portion of the ad valorem property taxes paid in connection with the Metroplex which is distributed to the Agency for the Metroplex, as shown in the "Net Tax" column of the "Distribution of Tax Dollars by Taxing Entity" table in the Clark County property tax bills prepared and forwarded by the Clark County

Treasurer for the Metroplex that is assessed an ad valorem property tax, and shall not include any other taxes or assessments against the Metroplex. If any of the following:

(i) abatements of property taxes, partial or complete exemptions from property taxes, or other reductions in property taxes with respect to such parcel for any reason, including, without limitation, abatements, exemptions or reductions under Chapters 274, 361 and 701A of NRS (or any future replacements of or supplements to those provisions):

(ii) reductions of property taxes as a result of changes in assessed value for any reason, including, without limitation, actions as a result of an appeal of the County Assessor's determination of assessed value;

(iii) delinquencies in the payment of property taxes or failures to pay property taxes for any reason, including, without limitation, disputes about the amount due; or

(iv) other events or actions similar to those in subsections (i) through (iii) not in the exclusive control of the City (except a change in the format or contents of the Clark County property tax bills);

result in a reduction in the amount of property taxes distributed to the Agency for the Metroplex that is not reflected in the amount shown as being distributed to the Agency in the "Net Tax" column of the "Distribution of Tax Dollars by Taxing Entity" in the Clark County property tax bill for that parcel described above, the amount of that reduction in the amount distributed to the Agency shall be deducted from the amount so shown in the "Net Tax" column in determining the amount of "Real Estate Taxes" under this subsection. It shall be the responsibility of the County to provide the City with a copy of each Clark County property tax bill for the Metroplex. The City is not required to make any Redevelopment Tax Rebate Payment, as defined herein, if the Clark County property tax bill for that parcel is not provided to the Agency at least 60 days prior to the annual payment date. If the format or contents of Clark County property tax bills is changed from its current format or content and that change would cause a different amount to be treated as the "Agency Share of Real Estate Taxes", the parties agree to negotiate in good faith for a replacement for the "Net Tax" column amount described in this subsection (which may include a negotiation of a new definition of "Real Estate Taxes", so as to preserve for both parties hereto the same allocation of property taxes collected on the Metroplex as would have existed without the change in the format or content of the Clark County property tax bills.

3. Subject to the terms of this Supplemental Interlocal Agreement, commencing on the first anniversary of the date that the Metroplex is completed and occupied (as evidenced by the issuance of a Certificate of Occupancy)(the "First Payment Due Date"), the "Redevelopment Tax Rebate Formula" shall be sixty percent (60%) of the Agency Share of Real Estate Taxes paid and received each year in connection with the Metroplex. Payments derived from the Redevelopment Tax Rebate Formula will be referred to herein as the "Redevelopment Tax Rebate Payment". The Redevelopment Tax Rebate Payment will be payable only from the Agency Share of Real Estate Taxes which is paid and received in connection with the Metroplex.

4. The Redevelopment Tax Rebate Payment shall be paid annually by the City to the County commencing on the First Payment Due Date and each anniversary date thereafter until the County either closes escrow on the purchase of the Metroplex or March 5, 2031, whichever comes first (the "Maturity Date") subject to any other conditions as set forth in this Supplemental Interlocal Agreement.

5. The City's obligation to make the Redevelopment Tax Rebate Payment pursuant to this Supplemental Interlocal Agreement will be subordinate to any of the Agency's pre-existing debt which is outstanding at the time of the First Payment Due Date, other than an Agency debt to the City of Las Vegas, including any debt issued after such date for the purpose of refunding the then outstanding principal balance of such Agency's Pre-existing Debt. The payment of funds pursuant to this Supplemental Interlocal Agreement will also be subordinate to the repayment of the Agency's future debt which is issued hereafter.

6. Except as expressly stated herein, this Supplemental Interlocal Agreement does not supercede the Funding Formula or any other City or County funding obligation for the Department's operational, maintenance and capital costs as required by NRS Chapter 280, including all payments due from the Department to the County under the Interlocal Agreement for Sublease of Real Property dated December 2, 2008.

7. The County hereby waives any claim that the the City is responsible for providing 70,000 square feet of administrative space to the Department after the Department's move to the Metroplex.

8. The City represents that, simultaneously with the approval of this Supplemental Interlocal Agreement by the Las Vegas City Council, it has entered or will enter into an Interlocal Cooperative Agreement with the Agency which will obligate the Agency to making the Redevelopment Tax Rebate Payments to the City and further obligating the City to enter into this Supplemental Interlocal Agreement and to making the Redevelopment Tax Rebate Payment to the County.

9. Any notice or other communication required or permitted to be given under this Supplemental Interlocal Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY: City of Las Vegas
Attention: City Manager's Office
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

COUNTY: Clark County
Attention: County Manager's Office
500 South Grand Central Pkwy., 6th Floor
Las Vegas, Nevada 89155-1111

10. Neither party shall assign this agreement without first obtaining the prior written consent of the other.

11. This Supplemental Interlocal Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

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

13. This Supplemental Interlocal Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

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

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Interlocal Agreement to be executed by their duly authorized representatives the day and year first written above.

COUNTY OF CLARK, NEVADA

By: _____
Susan Brager, Chairman

ATTEST:

_____
Diana Alba, County Clerk

Approved as to form:

By: _____
Deputy District Attorney Date

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

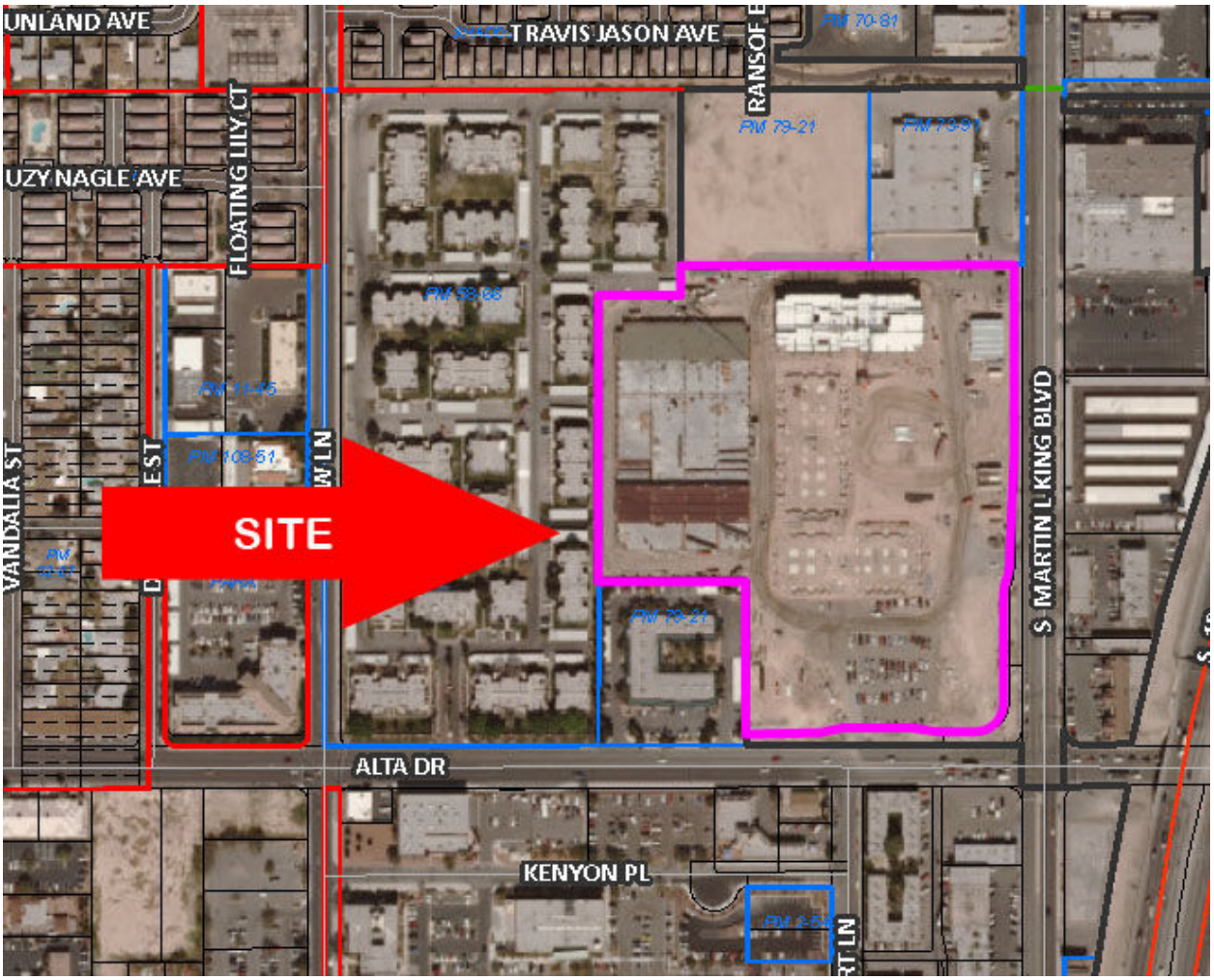
ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

By: _____ 5/31/11
Chief Deputy City Attorney Date

Site Map


UNLAND AVE
TRAVIS JASON AVE
RANSOF
UZY NAGLE AVE
FLOATING LILY CT
VANDALIA ST
W LN
SITE
S MARTIN L KING BLVD
ALTA DR
KENYON PL

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding the Comprehensive Amendment to the Disposition and Development Agreement for the sale and improvements at 400 Stewart Avenue and 221 North Las Vegas Boulevard and the related purchase option for vacant parcels generally located northeast of Las Vegas Boulevard and Stewart Avenue (Contingent Liability Not to Exceed $5,000,000 and Revenue of $18,000,000) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 74]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5M and Revenue $18M
Funding Source: Finance & Business Services
Dept./Division: Capital Project Fund and Public Safety

PURPOSE/BACKGROUND:
The purpose of the Comprehensive Amendment is to restructure the terms of the existing Disposition and Development Agreement (DDA) for the sale of the current City Hall complex to Resort Gaming Group, LLC for the use of Zappos.com as a corporate headquarters. The restructure permits Zappos.com to finalize their lease terms with Resort Gaming Group. The Disposition and Development agreement was approved on December 1, 2010 with two subsequent amendments completed on March 15, 2011 and April 20, 2011. APNs 139-34-501-003 and -011, -510-045, -512-001, -004, -005, -008, -009 to -015, -025, -034 to -039, -048, -050 to -053, -055, -056, -099 and -100.

RECOMMENDATION:
Approval, subject to requirements for economic development exemption in NRS 268; appropriation of $5 million for funding a contingent liability of the DDA.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Comprehensive Amendment to the Disposition and Development Agreement
3. Disclosure of Principals

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
ITEM DESCRIPTION: Comprehensive Amendment to the Disposition and Development Agreement for the sale of 400 Stewart Avenue and 221 North Las Vegas Boulevard

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The purpose of the Comprehensive Amendment is to restructure the terms of the existing Disposition and Development Agreement for the sale of the current City Hall complex to Resort Gaming Group, LLC for the improvement of and use of Zappos.com as a corporate headquarters. The restructure permits Zappos.com to finalize their lease terms with Resort Gaming Group and reduces the risk to the city as the financier of the building purchase by:

(a) Adjusting the purchase price to $18 million, eliminating the balloon payment at the end of the mortgage term. The city will receive $3 million in cash and provide seller financing for the remaining $15 million over a 30 year term.
(b) Guaranteeing that any senior loans for the purpose of building renovations fully amortize over the life of the 15 year Zappos.com lease.
(c) Moving the escrow closing date to April 1, 2012, eliminating the need for a city lease back.
(d) Increasing Zappos' required employee count from 750 to 1200
(e) Reducing the city's contingent liability from $12 million to $5 million
(f) Assuming the purchase and sale agreement of the property located at 405 N. 6th Street in conjunction with increasing the acreage of option parcels through additional ROW vacation as a result of the purchase.
(g) If necessary, allowing an unrestricted junior loan to help close any funding gaps.
(h) Allowing for the lease and use of the option parcels as a surface parking lot to better accommodate Zappos' growing employee base until future development begins.
(i) Provides more flexibility on the purchase of the option parcels to promote greater opportunities for development.

COMPREHENSIVE AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS COMPREHENSIVE AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (this "*Amendment*") is entered into effective as of June 15, 2011, being the date of approval of this Amendment by the City Council of the City of Las Vegas, Nevada, by and between the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (the "*City*"), and RESORT GAMING GROUP, LLC, a Nevada limited liability company ("*Developer*"). The City and Developer are individually and collectively referred to herein as "*Party(ies)*".

WITNESSETH:

A. The Parties entered into that certain Disposition and Development Agreement dated effective December 1, 2010 (the "*DDA*") providing for the sale by the City to Developer, and the purchase by Developer, of the Site as more fully described and provided for in the DDA.

B. The Site comprises, and is used and occupied *inter alia* by the City as, City Hall, related parking garages and KCLV TV Studio.

C. In addition to the sale and purchase of the Site, the DDA *inter alia* also provides for (i) the City Lease-Back of the Site from the Developer to the City for a limited term and (ii) the grant by the City to Developer of an Option to acquire the Option Parcels, each as more fully described and provided for in the DDA.

D. The Parties amended the DDA effective March 15, 2011 and April 20, 2011 (respectively, the "*First Amendment*" and the "*Second Amendment*" and, together, the "*Prior Amendments*").

E. The Parties desire to enter into this Amendment in order to amend the DDA and the Prior Amendments, and to take such further acts, as set forth herein.

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

1. Definitions. Capitalized terms used in this Amendment that are not defined or redefined herein have the respective meanings set forth in the DDA for such terms.

2. Section 1.2: Definitions; Closing Date. The definition of the term "Closing Date" hereby is modified to read as follows:

"*Closing Date*" means April 1, 2012, time being of the essence.

3. Section 4: Acquisition of the Site and Purchase Price. The Purchase Price for the Site set forth in Section 4 of the DDA hereby is reduced from Twenty-Five Million Dollars ($25,000,000) to Eighteen Million Dollars ($18,000,000).

4. Section 5.1: Earnest Money Deposit; Initial Deposit and Additional Deposit(s). The City hereby acknowledges that the $100,000 Initial Deposit required under Section 5.1 of the DDA timely was delivered by Developer to Escrow Agent. The Parties acknowledge that, if under the DDA the "Earnest Money Deposit" ever is to be repaid, refunded or released to Developer then the same shall require that the Escrow Agent deliver to the Developer that portion of the Earnest Money Deposit then held by the Escrow Agent and that the City deliver to the Developer that portion of the Earnest Money Deposit theretofore paid and delivered to the City.

5. Section 6.1: Payment of the Purchase Price. Section 6.1 of the DDA hereby is restated in its entirety as follows:

"6.1 Payment of the Purchase Price. The Purchase Price, as the same may be adjusted under this Agreement, shall include the Earnest Money Deposit, shall be subject to adjustment as otherwise provided for under this Agreement, and shall be due and payable to the City upon the Close of Escrow as follows:

(a) The sum of Fifteen Million Dollars ($15,000,000) shall be paid by Developer by its execution and delivery of a purchase money note upon the payment terms and provisions set forth in, and otherwise in form and in substance of, the Purchase Money Promissory Note [$15,000,000] attached to this Agreement as Exhibit "F"; and

(b) The entirety of the remaining balance of the Purchase Price, after deduction of the preceding $15,000,000 purchase money obligation and the Earnest Money Deposit, and after adjustment as otherwise provided for under this Agreement, including Developer's closing expenses as set forth in Section 13.2 (such balance, after such deduction, credit and adjustments, the "*Cash Balance Due*"), shall be paid into Escrow by Developer in immediately available funds.

The Parties acknowledge that the purchase money note described above in clause (a) (the "*Purchase Money Note)*") is to be secured by the lien of a deed of trust in form and in substance of Exhibit "G" (the "*Purchase Money Deed of Trust*") to be executed and delivered by Developer for the benefit of the City upon the Close of Escrow. The Parties further acknowledge and hereby agree that the terms and provisions of the Purchase Money Note and the Purchase Money Deed of Trust attached respectively as Exhibit "F" and Exhibit "G" (collectively, the "*Purchase Money Documents*") have been fully negotiated between the Parties and are not subject to waiver, change or modification in any respect prior to or in connection with the Close of Escrow except by a written instrument duly executed and delivered by the City and Developer in their respective sole discretion. The Parties further acknowledge that any waiver, change or modification to the Purchase Money Documents from and after the Close of Escrow is and shall be governed by the terms and provisions of the Purchase Money Documents and not this Agreement. Notwithstanding any provision to the contrary herein, the Purchase Money Documents shall be issued to and for the benefit of a non-profit corporation to be organized by and controlled by the City and designated timely prior to closing."

The Parties acknowledge that the foregoing restatement of Section 6.1 reflects a reduction in the purchase money indebtedness to be advanced by the City as of the Close of Escrow to the extent of the entirety of the $7,000,000 reduction in the Purchase Price effected under Section 2 above by reducing the original $17,000,000 Purchase Money Note provided for in the DDA by Two Million Dollars ($2,000,000) to Fifteen Million Dollars ($15,000,000) and by deleting in its entirety the original $5,000,000 Purchase Money Note provided for in the DDA. Based upon the foregoing, the following conforming amendments hereby are made to the DDA:

(i) In Section 1.2 and throughout the entirety of the DDA, the term "*Purchase Money Note(s)*" is modified to read "*Purchase Money Note*";

(ii) All references to Exhibit "F-1" are modified to read Exhibit "F" and all references to Exhibit "F-2" are deleted;

(iii) Exhibit "F" to the DDA, the '*Purchase Money Note*," is restated in its entirety and attached to this Amendment;

(iv) Exhibit "G" to the DDA, the "*Purchase Money Deed of Trust*," is restated in its entirety and attached to this Amendment;

(v) Section 13.1(ii) is modified to read: "(ii) one (1) original of the Purchase Money Note and Developer's counterpart execution to the Purchase Money Deed of Trust;"; and

(vi) Section 14.4(b) of the DDA is modified to reduce the amount of the ALTA title insurance policy to Fifteen Million Dollars ($15,000,000) and modified to correct the recipient of the insurance policy from the Developer to the City.

6. Section 2.2: The Option Parcels.

(a) Fee Option Parcels; Gullo. Simultaneously herewith, and pursuant to that certain Assignment and Assumption of Purchase and Sale Agreement of even date herewith and in accordance with its terms, Resort Properties Group, LLC ("**Resort Properties**"), an affiliate of Developer, assigned to the City, and the City accepted and assumed, all right, title and interest of Resort Properties, as contract purchaser, in and to that certain Purchase and Sale Agreement and Addendum with Russell A. Gullo dated November 17, 2010, as amended by Amendment to Escrow Instructions dated December 21, 2010 and Amendment to Escrow Instructions dated February 22, 2011 (collectively, the "**Gullo Purchase Agreement**"), providing for the sale and purchase of certain real property and improvements located at 405 N. Sixth Street, Las Vegas NV 89101, and being Lots 6 and 7, Block Six (6), Buck's Subdivision, Parcel 13934512102 (the "**Gullo Property**"). The Parties acknowledge and agree that, simultaneously herewith, the Gullo Purchase Agreement has been assigned to and assumed by the City for the purpose of including the Gullo Property within the definition of the Option Parcels. Based upon the foregoing, the following amendments hereby are made to the DDA:

(i) Exhibit "D-1" to the DDA, which Exhibit identifies the Fee Option Parcels, is substituted by Exhibit "D-1" attached to this Amendment in order to add thereto the Gullo Property; and

(ii) Clause (i) of Section 2.2 is modified to read that that the Fee Option Parcels are comprised of "(i) those parcels of land owned *or to be owned* in fee simple by the City ...." [italicized text is added].

(b) ROW Vacations. Exhibit "D-2" to the DDA, which Exhibit identifies the ROW Vacations hereby is substituted by Exhibit "D-2" attached to this Amendment in order to add thereto as additional ROW Vacations (the "**Additional ROW Vacations**") N. 6th Street bounded by E. Mesquite Avenue and Interstate Route 515, the ally between Las Vegas Boulevard and N. 6th Street bounded by E. Mesquite Avenue and Interstate Route 515, the alley between N. 7th and 8th Streets bounded by E. Mesquite and E. Stewart Avenues, and the entirety of E. Mesquite Avenue bounded by Las Vegas Boulevard and the eastern boundary of the alley between N. 7th and 8th Streets. Based upon the foregoing, clause (ii) of Section 2.2 is modified to read as follows:

"(ii) the rights-of-way to be vacated as provided for in this Agreement (individually and collectively, the "ROW Vacation(s)"), comprised of N. 7th Street bounded by E. Mesquite and E. Stewart Avenues, the alley between N. 6th and N. 7th Streets bounded by E. Mesquite and E. Stewart Avenues, N. 6th Street bounded by E. Mesquite Avenue and Interstate Route 515, the ally between Las Vegas Boulevard and N. 6th Street bounded by E. Mesquite Avenue and Interstate Route 515, the alley between N. 7th and 8th Streets bounded by E. Mesquite and E. Stewart Avenues, and the entirety of E. Mesquite Avenue bounded by Las Vegas Boulevard and the eastern boundary of the alley between N. 7th and 8th Streets, each in Las Vegas, Nevada 89101, and depicted on Exhibit "D-2" attached to this Agreement."

7. Section 7: Option; Option Price.

(a) Exhibit "H," the "*Option Agreement*," is restated in its entirety and attached to this Amendment.

(b) Section 7.2 hereby is restated in its entirety as follows:

"7.2 Option Price. The Parties acknowledge that Section 2 of the Option Agreement provides for an option purchase price for any Option Parcel (other than the Gullo Property) to be expressed on a per square foot basis and shall be $21.25 per square foot, which option price equals eighty-five percent (85%) of the fair market value of the Options Parcels (other than the Gullo Property) as of the Effective Date and which fair market value equals the agreed upon arithmetic mean of the independent appraisals heretofore commissioned by the City and heretofore completed and hereby agreed upon by the Parties."

(c) New Section 7.3; Gullo Option Price. The following new Section 7.3 is added to the DDA in order to reflect the Option Price for Gullo Property.

"7.3 Option Price; Gullo Property Option Price. The Parties acknowledge that Section 2 of the Option Agreement provides for an option purchase price for the Gullo Property equal to the settlement statement net sales price to the City (including all prorations and adjustments), plus escalation at the rate of 1.00% per

calendar quarter, compounded quarterly, during the term of the Option Agreement. The City hereby agrees not to increase the purchase price payable under the Gullo Purchase Agreement without the prior written consent of Developer, which consent may be granted or withheld or conditioned by Developer in its sole discretion."

8. Section 8: City Lease-Back. The City Lease-Back is deleted in its entirety. Based upon the foregoing, the following amendments hereby are made to the DDA:

(a) Exhibit "I" to the DDA, the terms of the City Lease-Back, is deleted in its entirety.

(b) All references to the City Lease-Back are deleted from the DDA and, as conforming changes and without limitation:

(i) Recital B of the DDA is deleted in its entirety, and Recital B is deemed to be "Intentionally Deleted"; and

(ii) The definition of "City Lease-Back" is deleted, and the inclusion of the City Lease-Back in Recital C, in the definition of "Transaction Documents," in the definition of "Transactions" and in Section 14.2 (Possession) all are deleted; and

(iii) The first sentence of Section 3.1 is modified to read as follows: "Prior to the Closing Date, the offices of the City are and will be located at 400 Stewart Avenue, Las Vegas, Nevada 89101 and, after the Closing Date, the offices of the City will be located at 495 S. Main Street, Las Vegas, NV 89101."; and

(iv) Sections 13.1(a)(iv) and 13.2(a)(iv), which Sections provide for the Escrow Closing delivery of the City Lease-Back, each is deleted in its entirety and each Section is deemed to be "Intentionally Deleted".

In addition, Section 8 is restated in its entirety as follows:

"Section 8. City Surrender of Site. The City shall quit, vacate and surrender the Site unto Developer as of the Closing Date, and shall deliver the Site to Developer broom clean and in the same physical condition as shall exist as of the Effective Date, normal wear and tear only excepted, and shall indemnify and hold harmless the Developer from and against all structural damage to the Site (including, perimeter walls, foundation, roof, plate glass, floor plates and utility and communications installations) occasioned upon the City so vacating the Site. If the City for any reason shall not immediately surrender the Site as of April 1, 2012, then for so long as this Agreement shall not have been terminated in accordance with the terms of this Agreement, the City, by virtue of this Agreement, shall become a tenant at sufferance (i) at a daily rental of $5,000 per day for each day during the period commencing as of the Closing Date and continuing through to May 31, 2012, and thereafter at a rate equal to $750,000 per calendar quarter, payable in advance, and earned in its entirety for a calendar quarter for any portion of such calendar quarter that the City shall continue in possession of the Site (even for a day), and the same shall not be subject to proration, and (ii) with the obligation to pay the costs and expenses of all operating and utility and other service costs of the Site and all real estate taxes and assessments for the duration of such tenancy. The foregoing notwithstanding, upon any

Close of Escrow, Developer, at its option, may reenter and take possession of the Site forthwith as of and from and after the Closing Date, without process or by any legal action or process in force in the State of Nevada. Nothing in this Section shall be deemed to limit or impair the right or standing of Developer to have and exercise any of the rights and remedies and damages accorded to Developer under Section 10.1 or Section 16.3(d) of this Agreement."

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

> "9.1 Due Diligence Period; Due Diligence Investigations. For the period commencing on the Effective Date and expiring at 5:00 PM, Pacific Time, on September 15, 2011 or, if later, the date of the close of escrow of the City acquisition of the Gullo Property (the "*Due Diligence Period*"), and thereafter continuing through to the Closing Date, Developer, and its proposed senior lender and the End User, and their respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the "*Due Diligence Authorized Parties*"), shall have the right, at all reasonable times and upon prior 24-hour notice given to the City (which may be telephonic), and subject to the remaining provisions of this Section 9, to enter the Site and the Option Parcels and conduct such Due Diligence Investigations as the Developer in its discretion may desire or authorize in order to evaluate the desirability of its consummating the Transactions, it being agreed that any delegation of its rights under this Section 9 shall not release Developer of any of its obligations and duties to the City under this Section 9. Developer shall have the right to extend the Due Diligence Period for one (1) additional period of thirty (30) days upon written notice of extension given to the City and to the Escrow Agent at any time prior to the then scheduled date of expiration of the Due Diligence Period and the simultaneous delivery to the Escrow Agent of good funds in the amount of Fifty Thousand Dollars ($50,000) as additional earnest money deposit hereunder (the "Due Diligence Extension Deposit"). Upon any such extension, the "Due Diligence Period" under this Agreement shall be deemed to be such original Due Diligence Period, as so extended by any such additional 30-day period(s)."

As a conforming change, all references in the DDA to the term "Due Diligence Extension Deposit(s) hereby is modified to read "Due Diligence Extension Deposit".

10. Section 10.1: Conditions Precedent to Developer's Obligation to Close. The Parties hereby agree that Section 10.1 of the DDA hereby is restated in its entirety as follows:

> 10.1 Conditions Precedent to Developer's Obligation to Close. Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow with respect to any of the Transactions is subject to the fulfillment of each of the following conditions precedent (individually and collectively, "*Condition(s) Precedent*") (all of which Conditions Precedent are solely for the benefit of Developer and any of which Conditions Precedent may be waived in writing by Developer in its sole discretion):

(a) Pending the Closing Date, the City shall have performed in all material respects in accordance with its covenants and obligations under this Agreement and each other of the Transaction Documents;

(b) On the Closing Date, the City shall tender performance as provided for in this Agreement and in each of the other Transaction Documents in accordance with their respective terms;

(c) On the Closing Date, all representations and warranties of the City set forth in this Agreement and each other of the Transaction Documents shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date;

(d) On the Closing Date, Escrow Agent is prepared to issue the Title Policy as required hereunder;

(e) This Agreement has not been terminated pursuant to Section 9.5; and

(f) The City shall:

(i) Timely deliver the "PQ Las Vegas, LLC Acknowledgment" as required under the Cordish/Symphony Park ENA such that the developer's right of termination of the Cordish/Symphony Park ENA shall have expired and the First Amendment comprising a part of the Cordish/City Hall ENA no longer shall be terminable under Section 1(i) thereof, which Acknowledgment the City hereby represents and warrants to Developer heretofore timely was so delivered;

(ii) Obtain no later than December 31, 2010, City Council approval of the pending rezoning applications affecting portions of the Option Parcels to rezone public facility-civic use to mixed use with C2 zoning, which approval the City hereby represents and warrants to Developer was obtained effective November 17, 2010 (ZON-39193);

(iii) Obtain no later than the March 16, 2011 City Council scheduled hearing, City Council approval of the general plan amendment and a rezoning of those portions of the Site comprised of the City Hall building and the north garage from public facility-civic use to mixed use with C2 zoning (and permitting, without limitation, internet sales and customer service activities), which approval the City hereby represents and warrants to Developer was obtained effective February 16, 2011 (GPA-40031 and ZON-40032);

(iv) Obtain no later than the March 16, 2011 City Council scheduled hearing, City Council approval of general plan amendment and a rezoning of those portions of the Site comprised of the south garage (Stewart Avenue) and the KCLV TV Studio from public facility-civic use to commercial with C2 zoning, which approval the City hereby represents and warrants to Developer was obtained effective November 17, 2010 (GPA-39192 and ZON-40032);

(v) Obtain no later than the March 16, 2011 City Council scheduled hearing, City Council approval of an order of vacation for the ROW Vacations (other than the Additional ROW Vacations), it being acknowledged that an order of vacation is not a vacation itself and shall require subsequent easement relocations at the cost of the Developer, which approval the City hereby represents and warrants to Developer was obtained effective March 16 2011 (VAC-40649), and further obtained City Council approval of an order of vacation for the Additional ROW Vacations no later than ninety (90) days from and after the date of closing of escrow of the fee acquisition by the City of the Gullo Property (as contemplated under Section 10.1(f)(ix) hereof;

(vi) Obtain timely in advance of the March 16, 2011 City Council scheduled hearing, two (2) independent appraisals of the Site and two independent appraisals of the Option Parcels pursuant to NRS 268.059 (which appraisals the City hereby represents and warrants to Developer was obtained as of February 2, 2011), and obtained no later than February 1, 2012 City Council scheduled hearing, City Council approval of a resolution finding that the sale of the Site and the sale of the Option Parcels either (a) are at values equal to or higher than the higher of two appraised values determined by the appraisal process in NRS 268.059, or (b) meet the economic development exemption requirements prescribed by NRS 268.063, subject, however, to the submission by Developer to the City no later than October 1, 2011 a development concept plan for the Option Parcels to include a good faith (i) description of intended construction (e.g., office, parking garage(s), hotel, condos (low, mid, or high-rise, etc.)); (ii) estimate of construction commencement (by month and year); (iii) estimate of construction completion; (iv) projected estimated costs (hard and soft); (v) expected date of full operations and (vi) annual revenue projections (as stabilized), with each of the foregoing categories of information provided by phase and/or specified use if the option parcels are to be developed by phase or as a "mixed use" development;

(vii) Obtain no later than the date of expiration of the Due Diligence Period City Council adoption of an ordinance equalizing the business licensing taxes to be payable by the End User to the City during the term of the End User Lease (as the same may be renewed or extended) such that the obligation of the End User to the City shall be no greater than the amount of such taxes payable as of the Effective Date by the End User in connection with its current location in Henderson, Nevada, which ordinance the City hereby represents and warrants to Developer was adopted effective March 16, 2011 (Ordinance 6137);

(viii) Pending the Closing Date, if requested by Developer, the City in good faith shall accept for processing and shall support both internally in connection with administrative and approval processing and approvals, as well as externally in connection with applicable state and other governmental and quasi-governmental authorities, an application by the Developer for SDR Approval of a Corporate Campus Plan (and modifications thereto from time to time), the City hereby approving Corporate Campus Plan development concept for the Option Parcels. As used in this Agreement, the term "*SDR Approval*" means final non-appealable approval pursuant to Section 19.18.050 of the Las Vegas Municipal Code of a plan of development

for the Site and/or Option Parcels (as the case may be) pursuant to Section 19.18.050 of the Las Vegas Municipal Code, and the term "*Corporate Campus Plan*" means the design and uses of the Site and/or the Option Parcels consistent with social interactive corporate campuses (including public uses) comparable to .com and intellectual property companies such as Apple, Google, Amazon, Facebook and/or Microsoft, acknowledging that the development scheme may be unique;

(ix) The City shall have tendered closing performance in all material respects of the fee simple acquisition of the Gullo Property for a total price thereunder not to exceed $1,750,000 (including purchase price thereunder but excluding an additional deposit of $25,000 not applied to purchase price) and otherwise in accordance with the terms of the Gullo Purchase Agreement no later than August 1, 2011 (or, if the seller under the Gullo Purchase Agreement shall die prior to completion of the consummation of closing thereunder, such later date as the estate of such seller has authority to close and IRS clearance or wavier, as the case may be);

provided, however, that all conditions of approval under paragraph (f) of this Section 10.1(other than any extension applicable under clause (ix) above) in any event must be satisfied in accordance with their terms no later than February 1, 2012; and

(g) No appeal or objection to any City Council approval or action taken under paragraph (f) or (h) of this Section 10.1 shall have been filed during the applicable appeals period or, if filed, shall continue in effect as of the Closing Date.

If any Condition Precedent set forth in Section 10.1(f) or (g) above shall not have been satisfied in all material respects as the respective dates specified for performance above, then and in any such instance and without limitation of the rights and remedies of the Developer otherwise under this Agreement, the Developer shall have the continuing right and option, in its sole discretion, to terminate this Agreement prior to the Closing Date (rather than needing to wait until the Closing Date) upon written notice delivered to the City and the Escrow Agent with specific reference to this paragraph, whereupon the Earnest Money Deposit shall be returned to the Developer and neither Party thereupon shall have any further rights or obligations to the other with respect to this Agreement, the Site or the Option Parcels or the Transactions, it being acknowledged that a termination by the Developer under this paragraph is not intended to give rise to any remedies to the Developer under Section 16.3(d) prior to the Closing Date, it being intended that this paragraph merely provides to the Developer an *early* "no-fault" right of termination of this Agreement prior to the Closing Date (and not any obligation to so terminate) if any of such Conditions Precedent are not satisfied as of the respective dates specified for performance.

If (A) any Condition Precedent set forth in clause 10.1(f)(vi) that is not satisfied as of the date hereof also shall not be satisfied as of the scheduled Closing Date (provided that Developer shall have complied with Developer submission requirements as provided for under clasue 10.1(f)(vi) in all material respects no later than October 1, 2011), or (B) for any reason the City shall not have acquired fee title to the Gullo Property based upon a seller failure of performance under the Gullo Purchase Agreement, or (C) an appeal or

objection to any City Council approval or action taken under Section 10.1(f) hereof, shall have been filed during the applicable appeals period or, if filed, shall continue in effect as of the Closing Date or shall have succeeded, or (D) SDR Approval shall not have been obtained as of the Closing Date (provided the City shall have accepted and supported Developer's application for SDR Approval as provided for under Section 10(f)(viii) and provided, further, that Developer shall have complied with Developer submission requirements under law in all material respects no later than 180 days prior to the scheduled Closing Date), then and in any such instance, the Developer shall have the continuing right and option upon notice given to the City from time to time either to extend the Closing Date for each day of any such delay in any instance and/or to terminate this Agreement. Upon any termination as aforesaid, the Earnest Money Deposit shall be returned to the Developer and neither Party thereupon shall have any further rights or obligations to the other with respect to this Agreement, the Site or the Option Parcels or the Transactions. This paragraph constitutes an express limitation of the rights and remedies of the Developer under Section 16.3(d) of this Agreement, and is intended to give to Developer only the right to extend Closing or terminate this Agreement in the event of a failure of any of the Conditions Precedent specified in the preceding clauses (A) through (D). In consideration of the foregoing, the City hereby covenants with the Developer to use diligent good faith efforts to attempt to accomplish the Conditions Precedent specified in the preceding clauses (A) through (D)."

11. Section 16.3; City's Event of Default. Section 16.3(d) hereby is restated in its entirety as follows:

"16.3 City's Event of Default. Subject in all instances to the satisfaction of the City Conditions Precedent to closing as set forth in Section 10.2 (with the Developer being ready, willing and able to tender performance on the Closing Date), and to the consummation of closing hereunder by the City not otherwise frustrated by the act or omission of Developer, the occurrence of any of the following prior to completion of tender of performance and the Close of Escrow shall be a City event of default hereunder:

(a) The failure of the City to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement and, upon written notice of default thereof given by Developer to City, the continuance of such failure or refrain beyond June 1, 2012 (time being of the essence);

(b) Unless in writing waived by Developer as provided for in Section 10.3, the failure of the City to fulfill one or more of the Conditions Precedent to closing provided for the benefit of Developer as set forth in Section 10.1 (with the exception, however, of the Conditions Precedent identified in clauses (A) through (D) of the ultimate unlettered paragraph of Section 10.1) and, upon written notice of default thereof given by Developer to City, the continuance of such failure beyond June 1, 2012 (time being of the essence); or

(c) Any of the City's representations and warranties set forth in Section 11.1 shall be untrue in any material respect as of the Closing Date.

(d) Developer's Remedies. If an event of a default by the City shall occur pursuant to the preceding provisions of this Section 16.3, then, without limitation of any other term or provision of this Agreement express or implied to the contrary, Developer shall have the right in its sole discretion to extend the Closing Date from time to time in order to give to the City the opportunity to cure such event of default or at any time to elect any of the following remedies as its sole remedy under this Agreement (subject, however, to paragraph (iii) below):

(i) To waive such event of default in writing; or

(ii) To terminate this Agreement upon written notice of termination given to the City and the Escrow Agent, whereupon (A) the Earnest Money Deposit promptly shall be returned to Developer, and (B) the City shall reimburse to the Developer monetary damages in the aggregate amount of the total of the following:

o Per diem and quarterly rental provided for under Section 8 of this Agreement;

o Legal/title/professional costs/expenses incurred in connection with the with the Transactions and the negotiation, documentation and administration of this Agreement and the Transaction Documents;

o Due Diligence Investigation costs/expenses;

o Costs/expenses incurred on account of any proposed Senior Loan or Junior Loan (as defined in the Purchase Money Deed of Trust and including without limitation commitment fees, interest rate locks, deposits and legal and other third party costs/expenses;

o Legal/professional costs/expenses incurred in connection with the End Lease;

o End User Lease damages; and

o All construction costs/expenses in connection with the rehabilitation of the Site pursuant to the End User Lease (i.e. all engineering, environmental and/or architectural costs/expenses, City processing fees, construction materials, construction contract termination costs);

but in no event shall monetary damages to Developer under this Section 16.3(d) exceed Five Million Dollars ($5,000,000) in the aggregate ("**Monetary Damages**"). All Monetary Damages shall be due and payable by the City to Developer (or its designee(s)) thirty (30) days from time to time or at any time after the date of presentation of invoices and written demand therefor by the Developer and, upon payment in full of all Monetary Damages, neither Party thereupon shall have any further

rights or obligations to the other with respect to this Agreement, the Site or the Transactions; or

(iii) To seek specific performance of the City's obligations under this Agreement and the Option Agreement, provided, however, that if, specific performance for any reason is not obtained by Developer, then, the remedies specified above in paragraphs (i) and (ii) shall continue to be available to the Developer hereunder for election;

and in any of the foregoing instances, the City additionally shall be liable for the reasonable legal costs and expenses of the Developer, and any expert witness costs and court costs and fees, incurred by Developer in enforcing its rights and remedies hereunder. IF AN EVENT OF DEFAULT BY THE CITY SHALL OCCUR PURSUANT TO THIS SECTION 16.3, AND IF THE DEVELOPER SHALL TERMINATE THIS AGREEMENT AS HEREIN PROVIDED FOR, THEN THE PARTIES ACKNOWLEDGE THAT THE DEVELOPER'S ACTUAL DAMAGES FOR ANY SUCH DEFAULT BY THE CITY WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN AND THE FINANCIAL AND PERFORMANCE OBLIGATIONS OF THE CITY HEREUNDER, AND THE PROVISION FOR PAYMENT OF THE MONETARY DAMAGES BY THE CITY TO THE DEVELOPER, ARE JUST AND REASONABLE UNDER THE CIRCUMSTANCES.

INITIALS:

CITY: _____

DEVELOPER: _____

12. Effect. The Prior Amendments hereby are terminated. Except as expressly set forth in this Amendment, the DDA hereby is ratified and affirmed, and remains in full force and effect in all respects. In the event of any conflict between the terms of this waiver and the DDA, this Amendment shall govern and control.

13. Miscellaneous.

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

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

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

(d) Counterparts. Each counterpart of this Amendment shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment.

Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

[SIGNATURES ON THE NEXT PAGE]

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

CITY

City of Las Vegas, Nevada

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

Rosenfeld & Rinato

By [illegible] Date 6-6-11
of Counsel

DEVELOPER

RESORT GAMING GROUP, LLC, a Nevada limited liability company

By: _____
Andrew B. Donner
Manager

EXHIBIT D-1

PARCEL	ACRES	STRRET NO.	STREET DIR.	STREET NAME	TYPE
13934512001	0.61379	0			
13934512039	0.16111	412	N	7TH	ST
13934512018	0.16303	609	E	MESQUITE	AVE
13934512015	0.16233	512	E	MESQUITE	AVE
13934512038	0.16065	408	N	7TH	ST
13934512014	0.16405	300	N	6TH	ST
13934512037	0.16390	611	E	MESQUITE	AVE
13934512004	0.11848	314	N	LAS VEGAS	BLVD
13934512013	0.16141	324	N	6TH	ST
13934512020	0.11203	600	E	MESQUITE	AVE
13934512005	0.49113	300	N	LAS VEGAS	BLVD
13934512012	0.16141	300	N	6TH	ST
13934512021	0.16474	325	N	6TH	ST
13934512019	0.04446	606	E	MESQUITE	AVE
13934512036	0.14761	651	E	MESQUITE	AVE
13934512011	0.16008	306	N	6TH	ST
13934512022	0.15953	323	N	6TH	ST
13934512035	0.33722	333	N	7TH	ST
13934512010	0.16121	309	N	6TH	ST
13934512023	0.16056	319	N	6TH	ST
13934512009	0.15978	307	N	6TH	ST
13934512050	0.16128	328	N	7TH	ST
13934512024	0.16023	312	N	6TH	ST
13934512034	0.17355	317	N	7TH	ST
13934512008	0.16452	522		STEWART	AVE
13934512051	0.16412	324	N	7TH	ST
13934512025	0.16172	311	N	6TH	ST
13934501011	0.63843	311	N	7TH	ST
13934512052	0.16092	321	N	7TH	ST
13934512053	0.15992	316	N	7TH	ST
13934512099	0.16127	314	N	7TH	ST
13934512100	0.16109	310	N	7TH	ST
13934512055	0.15975	304	N	7TH	ST
13934512056	0.16318	711		STEWART	AVE
13934512048	0.16045	411	N	7TH	ST
13934512102	0.31000	405	N	6TH	ST
	Total				
	7.18894				

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

MAP LEGEND

Exhibit D-2

- PARCEL BOUNDARY
- SUB BOUNDARY
- PM/LD BOUNDARY
- ROAD EASEMENT
- MATCH / LEADER LINE
- HISTORIC LOT LINE
- HISTORIC SUB BOUNDARY
- HISTORIC PM/LD BOUNDARY
- SECTION LINE
- CONDOMINIUM UNIT
- AIR SPACE PCL
- RIGHT OF WAY PCL
- SUB-SURFACE PCL
- 001 ROAD PARCEL NUMBER
- 001 PARCEL NUMER
- 1.00 ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PB 24-45 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 5 LOT NUMBER
- GL5 GOV. LOT NUMBER

BOOK	SEC.	MAP
T20S R61E	34	N 2 NE 4

Scale: 1" = 200' | Rev: 04/26/2011

139-34-5

CLARK COUNTY ASSESSOR MAPPING DEPARTMENT NEVADA

TAX DIST 203

EXHIBIT F

PURCHASE MONEY PROMISSORY NOTE

$15,000,000.00 [_____] , 2012
Las Vegas, Nevada

FOR VALUE RECEIVED, [_____], a [_____], having a principal place of business at 206 N. 3rd Street, Las Vegas, Nevada 89101 ("**Maker**"), promises to pay to [_____], a Nevada not for profit corporation ("**Payee**"), at its principal place of business at 495 S. Main Street, Las Vegas, NV 89101, or at such other place as the Payee from time to time may designate in writing, the principal sum of FIFTEEN MILLION AND 00/100 DOLLARS ($15,000,000.00), subject to further adjustment as hereinafter provided (the "**Loan**"), in lawful money of the United States of America, payable, with interest thereon, as and in the manner specified in this Note. Capitalized terms used in this Note and not defined herein shall have the meanings given to such terms in that certain Purchase Money Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of even date herewith made by Maker, as grantor, to [_____], as trustee, for the benefit of Payee, as beneficiary (the "**Mortgage**").

1. Purchase Money. This Note and the Mortgage represent purchase money advanced to Maker from Payee in connection with the acquisition this date by Maker of the Mortgaged Property as provided for and pursuant to the terms of that certain Disposition and Development Agreement dated effective December 1, 2010, as heretofore amended (the "**DDA**").

2. Term; Commencement of Term; Grace Period. Subject to the remaining provisions of this Note, the repayment of this Note shall be payable over a 360-month term commencing on the "Commencement Date" herein defined and continuing throughout the ensuing 360-month period (the "**Term**"), subject, however, to such 30-year term being tolled and extended for the duration of any "Grace Period" (herein defined). For purposes of this Note, the term "**Commencement Date**" means the earlier of the first day of the calendar month immediately following the "Rent Commencement Date" under the End User Lease (unless the "Rent Commencement Date" under the End User Lease is the first day of a calendar month) **[CONFORM TO END USER LEASE]** or January 1, 2014, and the term "**Grace Period**" means the period, if any, beginning as of the date of vacation of the Mortgaged Property by the End User (or its permitted assign(s)) under the End User Lease and the cessation of the payment of Rent thereunder, and ending on the earlier of the expiration of the ensuing eighteen (18) months or the last day of the calendar month during which a minimum of eighty-five percent (85%) of the rentable area of the Mortgaged Property (less and except parking facilities and KCLV TV Studio) shall have been relet to tenants in occupancy and paying rent.

3. Interest; Principal; Application of Payments.

(a) Subject to Section 8 hereof and the occurrence of any Grace Period: (i) no interest shall accrue under this Note from the period beginning as of the date hereof and continuing through to (but excluding) the Commencement Date; (ii) interest at a rate of four percent (4%)

per annum shall accrue on the outstanding principal balance of this Note during the 180 month period following the Commencement Date (the "**First Half Term**"), as the same shall be extended for the duration of any Grace Period occurring during the First Half Term; (iii) interest at the rate of five percent (5%) per annum thereafter shall accrue on the outstanding principal balance of this Note until this Note is paid in full; provided, that notwithstanding the foregoing or any other provision of this Note or the Mortgage express or implied to the contrary, no interest shall accrue under this Note for the entirety of the duration of any Grace Period. Payments of interest due and payable under this Note during the First Half Term shall be payable monthly, in arrears, on the first day of each calendar month. Notwithstanding the foregoing, this Section 3(a) is subject to offset and reduced under Section 4 below.

(b) The entire amount of this Note, together with accrued interest due and payable hereunder (as provided for in paragraph 3(a) above), shall be amortized over a 180 month period (the "**Second Half Term**") commencing on the first day of the calendar month immediately succeeding the date of expiration of the First Half Term, and shall be due and payable, in arrears, in 180 equal installments of ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED NINETEEN AND 04/100 DOLLARS ($118,619.04) each, provided, that notwithstanding the foregoing or any other provision of this Note or the Mortgage express or implied to the contrary, this Note shall not be due or payable (and no principal shall be due or payable no interest under this Note shall accrue or be due and payable) during the entirety of the duration of any Grace Period.

(c) The date of expiration of the Second Half Term (as the same may be tolled and extended for the duration of any Grace Period) hereunder shall constitute the maturity date of this Note (the "**Maturity Date**"), whereupon any and all accrued and unpaid interest, outstanding principal and any other amounts due under this Note, shall thereupon be due and payable, in full.

(d) Payments under this Note shall be applied first to any outstanding late charges or other fees or expenses owing, if any, then to any accrued and unpaid interest, if any, and the balance, if any, shall be applied to the outstanding principal balance of this Note.

4. **Right of Credit and Offset**. Notwithstanding any provision express or implied to the contrary in this Note or the Mortgage, Maker shall have the right at any time and from time to time to credit and offset against payments of interest and principal at any time and from time to time next due and payable hereunder (i) the full amount of real estate taxes paid for the Mortgaged Property for the period of any Grace Period (subject to proration for partial tax periods), (ii) all rental due and payable by Payee under Section 8 of the DDA as a tenant at sufferance (to the extent unpaid), and (iii) the amount of claims, damages, liabilities, obligations, and costs and expenses, the subject of the indemnification and hold harmless of the City under Section 8 of the DDA, and the costs and expenses incurred by Maker pursuant to the final sentence of Section 8 of the DDA in connection with any action or process to recover possession of the Mortgaged Property. All costs of enforcement incurred by Maker with respect to the rights of credit and offset created under this Section 4 or under Section 8 of the DDA (including reasonable attorneys' fees and court costs) shall be at the cost and expense of Payee and shall entitle Maker to additional credit and offset hereunder, dollar-for-dollar, to the full extent of such costs.

5. **Security for the Loan**. This Note is secured by the Mortgage affecting the real property and improvements thereon located in the City of Las Vegas, Clark County, Nevada and more particularly described on Exhibit A to the Mortgage (the "**Mortgaged Property**").

6. **Late Charge**. If any sum payable under this Note is not paid within ten (10) days of when due (not including, however, Maker's failure to pay the Indebtedness in full on the Maturity Date or upon the prior acceleration of this Note by Payee), Maker shall pay to Payee on demand a late charge equal to three percent (3%) of such unpaid sum to defray the administrative expenses incurred by Payee in processing such delinquent payment and to compensate Payee for the loss of the use of such delinquent payment. Such late charge shall be secured by the Mortgage, and is in addition to any fees and charges of any agents or attorneys which Payee may employ upon occurrence of an Event of Default (as defined in Section 7 hereof), whether authorized herein or by law.

7. **Events of Default**. The entire outstanding principal balance of this Note, together with any and all accrued and unpaid interest thereon and all other amounts due hereunder and under the Mortgage (all such amounts, collectively, the "**Indebtedness**"), or any portion thereof, shall become immediately due and payable at the option of Payee: (a) if any payment required under this Note is not paid within ten (10) days of when due; or (b) upon the occurrence of any other Event of Default (after giving effect to applicable grace, notice or cure periods) under and as defined in the Mortgage (each of the foregoing, an "**Event of Default**"). In the event that Payee retains counsel to collect the Indebtedness or any part thereof, or to protect or foreclose the security provided in connection herewith, Maker also agrees to pay, on demand, all costs of enforcement incurred by Payee (including reasonable outside attorneys' fees and court costs). Acceleration of maturity, once made hereunder by the Payee, may at its option be rescinded by a writing to that effect, but the tender and acceptance of partial payment or partial performance alone shall not in any way effect or rescind such acceleration of maturity. The ten (10) day grace period for payment referenced in this Section 7 shall run concurrently with the 35-day statutory cure period under NRS 107.080(20(a)(2).

8. **Default Rate Interest**. Maker hereby agrees that, upon the occurrence and during the continuance of an Event of Default, including Maker's failure to pay the Indebtedness in full on the Maturity Date or upon the prior acceleration of this Note by Payee, Payee shall be entitled to receive, and Maker shall pay, interest on the entire outstanding principal balance and any other amounts due at a rate equal to the then applicable interest rate under Section 3(a) of this Note, plus four hundred (400) basis points (the "**Default Rate**"). Interest shall accrue and be payable at the Default Rate from the occurrence of an Event of Default until all such Events of Default have been fully cured.

9. **Prepayment**. Maker shall have the right at any time and from time to time to prepay all or any part of the outstanding principal balance of the Loan without penalty or prepayment fee.

10. **Recourse**. The Loan is fully recourse to Maker, provided, that, notwithstanding any provision in this Note to the contrary, in no event shall any of Maker's direct or indirect

partners, members, shareholders, principals, beneficial owners, officers or directors have any personal liability for the obligations under this Note.

11. **No Usury**. It is the intent of Maker and Payee to comply at all times with applicable usury laws. If at any time such laws would render usurious any amounts called for under this Note or under the Mortgage, then it is Payee's and Maker's express intention that such excess amount be immediately credited on the principal balance of this Note (or, if this Note has been fully paid, refunded promptly by Payee to Maker, and Maker shall accept such refund), and the provisions hereof and of the Mortgage be immediately deemed to be reformed and the amounts thereafter collectible hereunder reduced to comply with the then applicable laws, without the necessity of the execution of any further documents, but so as to permit the recovery of the fullest amount otherwise called for hereunder. Maker agrees, however, that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment (except payments specifically stated in this Note to be "interest"), including, without limitation, late charges, shall be deemed to the extent permitted by law, to be an expense, fee or premium rather than interest.

12. **Authority**. Maker represents that Maker has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Note and the Mortgage and that this Note and the Mortgage constitute legal, valid and binding obligations of Maker enforceable against Maker in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or at law).

13. **Notices**. All notices or other communications required or permitted to be given pursuant hereto shall be given in the manner specified in the Mortgage directed to the parties at their respective addresses as provided therein.

14. **Dispute Resolution**. By entering into and accepting this Note, Maker and Payee agree that in the event of a dispute arising from or related to this Note or any effort to enforce or interpret any of the terms or provisions hereof, Maker and Payee hall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds Maker and Payee and their successors, and permitted assigns, as applicable. This Section 14 shall survive any termination or repayment in full of this Note and shall remain in effect for the resolution of all claims and disputes that may survive such termination. MAKER AND PAYEE HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

15. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada (excluding choice of law rules thereof) and the applicable laws of the United States of America.

16. Miscellaneous.

(a) No release of any security for the Indebtedness or any person liable for payment of the Indebtedness, no extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note or the Mortgage made by agreement between Payee and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker, and any other person or party now or hereafter liable for the payment of this Note in whole or in part.

(b) Maker and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note in whole or in part, hereby severally (i) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or the Mortgage), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (ii) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (iii) agree that the holder hereof shall not be required first to institute suit or exhaust its remedies hereon against Maker or others liable or to become liable hereon or to perfect or enforce its right against them or any security herefor; (iv) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; (v) waive the benefit of all homestead and similar exemptions as to this Note; (vi) agree that their liability under this Note shall not be affected or impaired by any determination that any security interest or lien taken by Payee to secure this Note is invalid or unperfected; and (viii) hereby subordinate any and all rights against Maker and any of the security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full.

(c) This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Payee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(d) Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors, assigns, heirs, executors and administrators.

(e) If Maker consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

(f) A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or

unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

(g) The terms, provisions, covenants and conditions hereof shall be binding upon Maker and the heirs, devisees, representatives, successors and assigns of Maker.

(h) Payee shall not have the right to sell, transfer or assign the Loan or this Note or any portion thereof or any interest therein to any person or for any reason, and any purported sale, transfer or assignment in violation of the foregoing prohibition shall be void and unenforceable against Maker. Notwithstanding the foregoing, the following shall not be deemed a prohibited transfer or assignment under this Section 16(h): (i) a transfer or assignment to an Affiliate (as defined in the Mortgage) of Payee, and (ii) a transfer or assignment occurring after the expiration of the lease term (including any extension terms) of the End User Lease (as defined in the Mortgage).

(i) Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

(j) The loan evidenced by this Note is a loan only, and is not intended, and shall not under any circumstances be deemed, to create an equitable or other interest in favor of Payee to any direct or indirect equity interest in Maker.

(k) Time is of the essence of this Note.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Maker has duly executed this Purchase Money Promissory Note on the day and year first above written.

_____,
a _____

Attest:

By: _____ By: _____
Name: Name:
Title: Title:

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, the _____ of _____.

_____
Notary Public

[Notarial Seal] My Commission Expires:

_____

Exhibit G

ASSESSOR'S PARCEL NO(S). 139-34-501-003 AND 139-34-510-045

Recording Requested By
and After Recording Return to:

City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101
Attn: William Arent, Director
Office of Business Development

PURCHASE MONEY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS PURCHASE MONEY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Deed of Trust**") is made as of [_____], 2012 by [_____], a [_____] ("**Grantor**"), having a principal place of business at 206 N. 3rd Street, Las Vegas, Nevada 89101, to [_____], a [_____], as Trustee ("**Trustee**"), having its principal office at [_____], Las Vegas, Nevada [89101], for the benefit of [_____], a Nevada non profit corporation ("**Beneficiary**"), having a principal place of business at 495 S. Main Street, Las Vegas, NV 89101.

RECITALS

A. On even date herewith, Grantor has executed and delivered to Beneficiary (i) a Purchase Money Promissory Note in the principal amount of FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00) (and all notes issued in substitution or exchange therefor and all amendments thereto, and any renewals, modifications or extensions thereof, hereinafter, the "**Note**"), and representing deferred purchase money for that certain real property and improvements located at 400 Stewart Avenue and 221 N. Las Vegas Boulevard, Las Vegas, Nevada 89101, County of Clark, as more fully described on Exhibit A attached hereto and made a part hereof (the "**Land**"), and further representing a loan (the "**Purchase Money Loan**," and the Note, this Deed of Trust and any other document(s) at any time evidencing, securing, guaranteeing and/or governing the Purchase Money Loan shall be referred to collectively as the "**Purchase Money Loan Documents**."

B. As provided for herein, Grantor permissively may obtain first lien financing secured by the Mortgaged Property and/or a mezzanine pledge of the equity interests of the Grantor (or any upper tier entity(ies) of Grantor) (together with any extension, modification, consolidation, supplement, amendment, replacement, restatement, assignment, participation or refinancing thereof, individually and collectively, the "**Senior Loan;**" the holder(s) of the note(s) evidencing the Senior Loan, together with their successors and assigns, the "**Senior Lender**"), with Grantor's obligations under the note(s) evidencing the Senior Loan, the lien of any senior mortgage or deed of trust

securing the Senior Loan (individually and collectively, the "**Senior Mortgage**") and all other documents evidencing, securing, guaranteeing and/or governing the Senior Loan (collectively with the note(s) evidencing the Senior Loan and the Senior Mortgage, the "**Senior Loan Documents**") prior and senior to Grantor's obligations under the Note and the remaining Purchase Money Loan Documents and the lien of this Deed of Trust, all upon the terms and conditions set forth herein.

C. As provided for herein, Grantor permissively may obtain subordinate lien financing secured by the Mortgaged Property (together with any extension, modification, consolidation, supplement, amendment, replacement, restatement, assignment, participation or refinancing thereof, individually and collectively, the "**Junior Loan**;" the holder(s) of the note(s) evidencing the Junior Loan, together with their successors and assigns, the "**Junior Lender**"), with Grantor's obligations under the note(s) evidencing the Junior Loan, the lien of any junior mortgage or deed of trust securing the Junior Loan (a "**Junior Mortgage**") and all other documents evidencing, securing, guaranteeing and/or governing the Junior Loan (collectively with the note(s) evidencing the Junior Loan and the Junior Mortgage, the "**Junior Loan Documents**") subject and subordinate to Grantor's obligations under the Note and the remaining Purchase Money Loan Documents and the lien of this Deed of Trust, all upon the terms and conditions set forth herein.

D. Grantor desires to secure to Beneficiary (i) the full and punctual payment of the indebtedness evidenced by the Note, together with interest thereon, when and as the same shall become due and payable, (ii) the performance of the covenants and agreements contained in this Deed of Trust, and (iii) the reimbursement to Beneficiary, or to Trustee or substitute trustee(s), of all amounts that may be advanced as provided for herein, and for any and all costs and expenses incurred or paid which may arise out of or in connection with this Deed of Trust.

NOW, THEREFORE, in consideration of the premises, Grantor hereby does grant and convey unto Trustee, in trust, as specified herein, the Land, together with:

(i) All buildings and improvements, now erected or at any time hereafter constructed or placed upon the Land; and

(ii) All rights, privileges, rights-of-way and easements belonging or appertaining to the Land, or which hereafter shall belong or appertain thereto, and all right, title and interest of Grantor in and to any property lying in the bed of any street, road, avenue or alley, open or closed, in front of or adjoining the same, to the center line thereof; and

(iii) All proceeds of the conversion, voluntary or involuntary, of the Land or any portion thereof into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(iv) All equipment, fixtures, goods, chattels, furniture, furnishings and other tangible personal property, of any kind, nature or description, whether now owned or hereafter acquired by Grantor, which is, are or shall be affixed to, located on or used in connection with the Land, together with any and all additions, replacements and/or substitutions thereto; and

(v) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("**Leases**") relating to the use and enjoyment of all or any part of the Land and improvements thereon, including, without limitation, that certain Lease Agreement (the "**End User Lease**") by and between Grantor, as landlord, and Zappos.com, Inc., as tenant (the "**End User**"), and any and all guaranties and other agreements relating to or made in connection with any of such Leases, including the guaranty of the End User Lease, and all rents, income and revenues from time to time accruing thereunder ("**Rents**").

TO HAVE AND TO HOLD the Land and the foregoing described improvements, rights, proceeds and other personal property (collectively, the "**Mortgaged Property**") unto Trustee, its/his/her successors and assigns, in fee simple, forever;

IN TRUST, NEVERTHELESS, to secure to Beneficiary the payment of principal and interest on the Note and any and all other sums due under the Note and this Deed of Trust, and the performance of all covenants and agreements in the Note and this Deed of Trust, all as herein provided, whereupon this Deed of Trust shall cease and be void, and the Mortgaged Property shall immediately be released and reconveyed to Grantor at the cost of Grantor.

PROVIDED, HOWEVER, that, if (i) Grantor shall default in the payment of the Note or any installment of interest and/or principal thereunder, or shall default in any payment required to be paid under the Note or this Deed of Trust as and when the same shall be due and payable, and any such monetary default shall continue uncured for more than ten (10) days following written notice of default given to Grantor, or (ii) Grantor shall default in the due observance of any other of its representations, covenants, warranties or agreements contained in the Note or this Deed of Trust, and shall fail to cure such default within thirty (30) days after written notice thereof shall have been given to Grantor (or, if such default is of a nature that it reasonably cannot be cured within such thirty (30) day period and Grantor commences to cure such default within such thirty (30) day period and thereafter diligently pursues such cure, such additional period of time as reasonably may be necessary to cure such default but in no event greater than ninety (90) days in the aggregate after the date of expiration of such 30-day period), or (iii) by order of a court of competent jurisdiction, a trustee, receiver or liquidator of the Land, or of Grantor shall be appointed, and such order shall not be dismissed within ninety (90) days after such appointment, or (iv) Grantor shall file a petition in bankruptcy or for an arrangement or reorganization pursuant to the Federal Bankruptcy Act, or any similar law, federal or state, or, by decree of a court of competent jurisdiction such petition is filed against Grantor with the knowledge and collusion of Grantor and any such petition is not dismissed within ninety (90) days after such filing, or (v) Grantor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of all or any substantive part of its property (each of the foregoing, an "**Event of Default**"), THEN AND IN ANY SUCH EVENT, at the option of Beneficiary, Beneficiary or Trustee acting in the execution of this Deed of Trust may declare the entire unpaid indebtedness evidenced by the Note and secured hereby immediately due and payable in full, subject, however, to Section 17 herein below and provided, however, that the Senior Loan has been paid and released in its entirety, whereupon Trustee shall have the power and it shall be its/his/her duty to sell (and, in the event of a purchaser default, to resell) the Mortgaged Property, at public auction, for cash, in its entirety or in separate lots or parcels, as permissible, and at such time and place and after such prior

public advertisement as Trustee shall deem appropriate or as may be required by applicable law or rule of court, and to convey the Mortgaged Property, in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser(s), who shall not be required to see to the application of the purchase money.

Trustee hereby irrevocably is appointed the true and lawful attorney-in-fact of Grantor, in its name and stead, with the power of substitution, to convey the Mortgaged Property and to execute all necessary instruments of conveyance, assignment and transfer, Grantor hereby ratifying and confirming all that such attorney-in-fact or such substitute(s) lawfully shall do in accordance with the provisions hereof. Notwithstanding the foregoing, Grantor, if so requested by Trustee or such substitute(s), shall ratify and confirm any such sale by executing and delivering to Trustee all such instruments as may be appropriate.

Subject to Section 17 herein below and the rights of Senior Lender under the Senior Loan Documents, the proceeds of the sale of the Mortgaged Property, as provided for herein, together with any other amounts that then may be held by Trustee pursuant to the provisions hereof, subject to applicable law, shall be applied as follows:

FIRST, any taxes, assessments and other liens prior to this Deed of Trust due and owing at the time of such sale of the Mortgaged Property, except any such taxes, assessments or liens subject to which the Mortgaged Property may and shall have been sold;

SECOND, to the payment of reasonable costs and expenses of such sale (including, without limitation, a reasonable trustee's commission not to exceed 1% of the then outstanding principal balance of the Note);

THIRD, to the payment of any other sums required to be paid pursuant to any provision of the Note or this Deed of Trust (including, without limitation, all authorized and reasonable expenses, liabilities and advances made or incurred by Beneficiary or Trustee hereunder), together with interest thereon at the respective interest rates (if any) set forth in the Note;

FOURTH, to the payment of accrued unpaid interest to date under the Note;

FIFTH, to the payment of the principal balance due under the Note; and

SIXTH, the payment of the surplus, if any, to Grantor.

IN ORDER TO PROTECT THE SECURITY OF THIS DEED OF TRUST, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Payments.

(a) Grantor shall pay the Note as and when due and payable.

(b) Grantor shall keep the Mortgaged Property free from statutory liens of every kind; shall pay promptly all taxes, assessments, and other governmental, municipal or public charges, fines or impositions which shall be levied against the Mortgaged Property or any portion thereof; and, shall pay, in full, under protest and in the manner provided by statute any such tax, assessment, charge, fine or imposition which Grantor may desire to contest.

(c) Grantor shall pay and discharge (or bond off in the manner allowed by law) all lawful claims and demands of mechanics, materialmen, laborers and others, and, generally, shall do or shall cause to be done everything necessary and appropriate to preserve the integrity of this Deed of Trust without cost or expense to Beneficiary or Trustee.

2. Insurance; Casualty. Grantor shall keep the Land, including future improvements, insured against liability and loss by fire and other hazards to such an extent and in such amounts as may be commercially reasonable and in any event in accordance with the Senior Loan Documents, and shall pay promptly, when due, any premium due on such insurance. All insurance shall be carried in reputable companies, shall name Beneficiary as an additional insured and shall provide that, subject to the rights of Senior Lender under the Senior Loan Documents, loss payments will be payable to Beneficiary. In the event of a casualty of any kind or nature resulting in damage to or destruction of the Mortgaged Property or any part thereof, Grantor promptly shall give notice thereof to Beneficiary and, subject to the rights of Senior Lender under the Senior Loan Documents, any insurance proceeds shall be used for the restoration or repair of the Mortgaged Property at the option of Grantor and any excess thereof paid to Beneficiary in reduction of principal.

3. Inspection. Grantor shall permit Beneficiary, at all reasonable times and after reasonable notice, and further subject to the rights of tenants in possession, to inspect the Mortgaged Property. All inspections by or on behalf of Beneficiary shall be for the benefit of Beneficiary, and Grantor shall have no right to claim any loss or damage against Beneficiary (whether or not an employee of Beneficiary) arising from any alleged negligence or failure to perform such inspections.

4. Compliance With Laws. Grantor shall promptly, fully and faithfully comply with all laws, orders, rules, regulations and requirements of any governmental authority, governmental agency or any court having competent jurisdiction over the Mortgaged Property or Grantor that affect the manner of use, occupancy, possession, operation, maintenance or alteration of the Mortgaged Property. Grantor shall not release, generate, store or dispose of any Hazardous Substances (hereinafter defined) on the Mortgaged Property or on any property adjacent to the Mortgaged Property except for storage, handling and use of reasonable quantities and types of materials used in the ordinary course and the prudent conduct of Maker or End User's operation and maintenance of the Mortgaged Property as an office building and then only in such amounts as are commercially used in commercial office buildings and in accordance with Environmental Laws (hereinafter defined). Grantor promptly shall notify Beneficiary in writing of (a) any and all enforcement, clean-up, removal or other action instituted or in writing threatened by any federal or state agency pursuant to any Environmental Laws, and (b) any and all claims made or in writing threatened by any third party against Grantor or the Mortgaged Property or any part thereof, relating to the existence of, or damage, loss or injury from, any Hazardous Substance. In the event that Grantor discovers any Hazardous Substance on or in the Mortgaged Property, subject to the Senior

Loan Documents and the End User Lease, Grantor shall contain and remove the same in compliance with all Environmental Laws. Grantor agrees to indemnify and hold Beneficiary and Trustee harmless from and against any and all claims, liabilities, costs and expenses incurred by Beneficiary or Trustee, including, without limitation, costs of suit and reasonable attorney's fees, arising from the release, existence or removal of, any Hazardous Substance on or in the Mortgaged Property or any property adjacent to the Mortgaged Property in violation of Environmental Laws and first discovered and first occurring after the date hereof, it being intended that Beneficiary, as beneficial and legal title owner of the Mortgaged Property prior to the date hereof, shall bear the risk of the release, existence or removal of Hazardous Substances and the application of Environmental Laws predating this Deed of Trust. For purposes of this Section 4, the following terms shall have the following meanings:

"**Environmental Law**" means any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and NRS Chapter 459.

"**Hazardous Substance**" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof) and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant under, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

5. Advances. If Grantor shall fail to perform any of the covenants contained in this Deed of Trust requiring the payment of money, then at any time during the continuance of an Event of Default under the Note or this Deed of Trust, and subject to Section 17 and the rights of Senior Lender under the Senior Loan Documents, Beneficiary, with prior written notice to Grantor, shall have the right to make advances to perform the same and all amounts so advanced shall be a lien upon the Mortgaged Property and shall be secured by this Deed of Trust. Grantor shall repay, on demand, all amounts so advanced hereunder, with interest thereon at the rate set forth in the Note.

6. Estoppel Certificates. Within thirty (30) calendar days of written request therefor given to either party by Beneficiary or Grantor, as the case may be, the party to whom the request is made shall furnish to the other party and/or any such other person(s) as they may have been directed, a written estoppel certificate, duly acknowledged, certifying, as of the date of such estoppel certificate, (i) the unpaid principal balance of the Note, (ii) the date through which interest on the Note has been paid, (iii) whether or not any credits, offsets or defenses exist against payment of the unpaid indebtedness evidenced by the Note or any other Purchase Money Loan Document, (iv) whether or not, to the knowledge of the certifying party, an Event of Default shall then have occurred and then be continuing hereunder, under the Note or any other Purchase Money Loan Document (or any other act or omission, which with the passage of time or the giving of notice, would ripen into an

Event of Default), and (v) any other certifications reasonably requested. Any statement delivered pursuant to this Section 6 may be relied on by the requesting party and the recipient(s), and their respective successors and assigns.

7. Eminent Domain. Subject to the Senior Loan Documents, and to all rights of the Senior Lender thereunder, Grantor hereby assigns and transfers to Beneficiary all right, title and interest of Grantor in and to any award or payment made in connection with any taking of the Mortgaged Property or any portion thereof as a result of, or by agreement in anticipation or in lieu of, any exercise of the power of eminent domain or condemnation. Grantor shall prosecute the same diligently and in good faith, and, subject to the Senior Loan Documents, and to all rights of the Senior Lender, shall cause the same to be paid over to Beneficiary to the extent of the unpaid indebtedness evidenced by the Note. Subject to the Senior Loan Documents, and to all rights of the Senior Lender thereunder, Grantor hereby authorizes Beneficiary to collect any such award or payment or, if any Event of Default under this Deed of Trust exists beyond any applicable grace or cure period has occurred and has not been cured, to initiate and prosecute such claim or claims.

8. Representations. Grantor represents and warrants that:

(a) Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of [_____].

(b) Grantor has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and proposed to be conducted, and to enter into this Deed of Trust and the Note and to perform the terms thereof.

(c) Grantor is duly qualified and in good standing wherever necessary to carry on its present business and operations.

(d) Grantor warrants that it has the full right, power and authority to convey the Mortgaged Property to Trustee, and shall warrant specially the Land, and shall execute such further assurances thereof as may be requisite.

(e) For so long as the Senior Loan is outstanding, this Deed of Trust creates a second lien on and security interest in the Mortgaged Property subject only to title exceptions of record and the Senior Mortgage, the Partial Release provided for under Section 19 hereof, and any other matter to which the Beneficiary has consented or hereafter may consent in writing.

(f) Grantor at all times shall keep and shall maintain the Land and the Mortgaged Property in good order and condition, provided that Grantor shall have the right to construct and reconstruct the Mortgaged Property from time to time or at any time as from time to time permitted under the Senior Loan Documents and by the Senior Lender ("**Permitted Improvements**"). Permitted Improvements (i) may be made only by duly licensed contractors and subcontractors, and only after Grantor and its contractors have obtained all necessary permits from all applicable governmental authorities, (ii) must conform to all rules and regulations established from time to time by any Board of Fire Underwriters, insurance carrier or other body or agency now or hereafter

exercising similar functions, and applicable laws and regulations of applicable governmental authorities, and (iii) shall be completed lien free. In connection with any Permitted Improvements constructed by or directed to be constructed by a tenant of the Mortgaged Property, Grantor shall file a Notice of Non-Responsibility pursuant to Nevada Revised Statutes ("**NRS**") 108.234 and require such tenant to comply in all respects with NRS 108.2403 and 108.2407 (to the extent tenant establishes a construction disbursement account pursuant to NRS 108.2403). Grantor shall obtain and deliver to Beneficiary upon request copies of waivers of mechanics' and materialmen's liens against the Mortgaged Property from time to time obtained. If notwithstanding the foregoing any mechanic's or materialman's lien is filed against the Mortgaged Property for work done or materials furnished to or for Grantor, the lien shall be discharged or affirmatively bonded over by Grantor within twenty (20) business days of notice thereof, provided, that the foregoing shall not operate to or be deemed to impair the right of Grantor to dispute any such claim. Grantor shall defend, indemnify and hold Beneficiary and its officers, employees, agents and invitees, from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense and liability (including reasonable attorneys' fees) arising out of or in connection with Permitted Improvements, unless the same proximately shall have been caused by the act or omission of the Beneficiary, or any of its officers, employees, agents or invitees. The provisions of this Section 8(f) shall survive the payment in full of the Note, notwithstanding any release of this Deed of Trust.

(g) Grantor shall promptly discharge any lien on the Mortgaged Property which Trustee or Beneficiary has not consented to in writing.

(h) Grantor has the power and authority to execute and perform this Deed of Trust and the Note. The execution and performance by Grantor of this Deed of Trust and the Note and the consummation of the transactions contemplated thereby have been duly authorized by all necessary company action.

(i) Grantor's performance hereunder and the consummation of the transactions contemplated hereby shall not and will not, to Grantor's knowledge: (A) constitute a breach of any agreement to which it is a party, or (B) violate any provision of law applicable to Grantor, the certificate of formation, articles of organization, operating agreement, limited liability company agreement, bylaws or other organizational documents of Grantor, or any order, judgment or decree of any court or other agency of government binding on Grantor or its respective properties; or (C) result in or require the creation or imposition of any material lien upon the Mortgaged Property or assets of Grantor (other than the liens of Beneficiary and the Senior Lender).

(j) Grantor is not a party to any pending litigation, investigation or proceeding and to Grantor's actual knowledge, no such litigation, investigation or proceeding has been threatened in writing.

(k) The execution, delivery and performance by Grantor of this Deed of Trust and the Note and the consummation of the transactions contemplated thereby by Grantor do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body (except to the extent unconditionally obtained on or before the date hereof).

(l) This Deed of Trust and the Note when executed and delivered by Grantor will constitute the legally valid and binding obligations of Grantor enforceable against Grantor in accordance with its terms, subject, however, to bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and to the application of general equitable principles in connection with the enforcement thereof.

9. Affirmative Covenants. Grantor agrees that from the date hereof and until final payment in full of the Note, unless Trustee or Beneficiary shall otherwise consent in writing, Grantor shall:

(a) Comply with all terms and conditions contained in this Deed of Trust and the Note.

(b) Maintain, preserve and keep the Mortgaged Property in good repair, working order and condition, making all replacements, additions and improvements thereto necessary for the proper conduct of its business, operation and maintenance of the Mortgaged Property (subject, however, to Section 8(f) hereof).

(c) Pay and discharge when due, and before subject to penalty or further charge, and otherwise satisfy before maturity or delinquency, all obligations, debts, taxes, and liabilities of Grantor of whatever nature or amount, except those which Grantor in good faith disputes in accordance with applicable laws.

(d) Construct any and all alterations and perform any and all repairs of the Mortgaged Property in a good and workmanlike manner, in conformance with applicable laws and pursuant to a valid building permit(s) and otherwise in accordance with Section 8(f) hereof.

(e) From and after such time as Grantor obtains a Senior Loan and for so long as the Senior Loan is outstanding, maintain a DSCR of 1.0:1.0. For the purposes of this provision, the following terms shall have the following meanings: (i) "**DSCR**" shall mean a ratio, the numerator of which is Net Cash Flow for the relevant period and the denominator of which is the aggregate of actual debt service on the Note (but only with respect to outstanding principal and/or interest) and the Senior Loan that would be due for the relevant period; (ii) "**Net Cash Flow**" shall mean for the relevant period, Revenues less Operating Expenses; (iii) "**Revenues**" shall mean all income and revenue of every kind and description (net of an allowance for doubtful accounts in accordance with generally accepted accounting principles ("**GAAP**")) whether paid in cash or on credit resulting or arising from the ownership, use, occupancy or operation of the Mortgaged Property and all of its facilities, as determined in accordance with GAAP; and (iv) "**Operating Expenses**" shall mean all of the reasonable operating, maintenance and other costs and expenses resulting from the ownership, occupancy, operation and maintenance of the Mortgaged Property incurred by Grantor, as determined in accordance with GAAP, other than debt service payments on the Senior Loan, the Purchase Money Loan and any Junior Loan. Calculation of the DSCR shall be determined mutually by Beneficiary and Grantor in the exercise of their good faith judgment.

(f) Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right to require the establishment of a lockbox regime to be established by and maintained at the direction and pursuant to the authority of Senior Lender. In connection therewith, any and all funds deposited into such lockbox account will be disbursed pursuant to a waterfall which provides for the application of monies deposited first, to taxes and insurance, then to operating expenses of the Mortgaged Property approved by Senior Lender, then to reserves established by Senior Lender, then to debt service of Senior Lender, then to fees, expenses, protective advances and all other amounts owed to Senior Lender, then as directed by Beneficiary to be applied to and to the extent of amounts due and payable under and in accordance with this Note, then to debt service of Junior Lender, then to fees, expenses, protective advances and all other amounts owed to Junior Lender and lastly, the remainder to Grantor. All terms and conditions of the lockbox regime and related documentation will be subject to the prior consent and approval of Senior Lender in its sole discretion.

10. Negative Covenants.

(a) Grantor agrees that from the date hereof until final payment in full of the Note, unless Trustee or Beneficiary shall otherwise consent in writing, Grantor shall not create, assume, or permit to exist any mortgage, security deed, deed of trust, pledge, lien, charge or other encumbrance on any of its assets, whether now owned or hereafter acquired, other than: (i) security interests required by this Deed of Trust or the Note; (ii) liens for taxes contested in good faith; (iii) title exceptions of record; (iv) non-monetary encumbrances consisting of easements, rights of way, zoning restrictions on the use of real property and other minor non-monetary liens or encumbrances as are reasonable and customary for the development of the Mortgage Property for its intended use; (v) the security interests required by Senior Lender and any Junior Lender; and (vi) the End User Lease.

(b) Grantor agrees that from the date hereof until the termination of the Cordish/Symphony Park ENA (as defined in the Disposition and Development Agreement dated effective as of December 1, 2010 by and between the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, and Resort Gaming Group, LLC, a Nevada limited liability company (the "**DDA**")), Grantor shall not use the Mortgaged Property or the Option Parcels (as defined in the DDA) for any gaming use characterized as a "nonrestricted operation" or requiring a "nonrestricted license" as those terms are defined by NRS 463.0177.

11. Due on Sale; Assignment and Assumption of the Purchase Money Loan. All amounts due under the Note and this Deed of Trust shall become immediately due and payable, at the option of Beneficiary, if there should be any sale, conveyance, transfer, encumbrance, assignment of the Mortgaged Property (for purposes of this Section 11, a "**Transfer**"), other than the Partial Release, the matters permitted under Section 10(a) hereof, Transfers to Permitted Transferees hereunder, or with the prior written consent of Beneficiary. Notwithstanding anything to the contrary herein, Grantor shall have the right during the First Half Term of the Note (as defined in the Note) to Transfer the Mortgaged Property to any "Permitted Transferee" as herein defined upon sixty (60) days prior written notice to Beneficiary of such Transfer, and the Purchase Money Loan and Purchase Money Loan Documents shall be assignable to and assumable by any such Permitted Transferee, without restriction or condition except as set forth in the final unlettered paragraph of this Section 11

and in Section 17(c) hereof. Provided the Permitted Transferee shall have assumed Grantor's obligations and liabilities first arising under the Note, this Deed of Trust and other applicable Purchase Money Loan Documents from and after the date of Transfer in form reasonably acceptable to Beneficiary, Grantor shall be prospectively released from its obligations under the Note, this Deed of Trust and remainder of the Purchase Money Loan Documents, but notwithstanding the foregoing, Grantor shall not be released from Grantor's obligations thereunder arising prior to the date of Transfer. For purposes of this Section 11 and with respect to any Transfer:

(a) The term "**Permitted Transferee**" means:

(i) any Transfer to any End User Permitted Transferee; and/or

(ii) any Transfer to any Unrelated Permitted Transferee.

(b) The term "**End User Permitted Transferee**" means with respect to any Transfer the End User, the Chairman of the Board of the End User as of the Effective Date of the DDA and/or any joint venture or contractual relationship entered into between the Developer and the End User or such Chairman, and/or any affiliate(s) of any of the foregoing or any combination of any of the foregoing.

(c) The term "**Unrelated Permitted Transferee**" means an recognized institution or private equity transferee whose ordinary and usual business is or includes the purchase, sale and/or other investment in real property or real property interests, or the purchase, sale, advance and/or investment in debt and debt instruments.

Notwithstanding the preceding provisions of this Section 11, with respect to a Transfer of the Mortgaged Property to any Unrelated Permitted Transferee, (i) no such Transfer permissively may be made prior to the "Rent Commencement Date" under the End User Lease, and, (ii) if Grantor, after the Rent Commencement Date under the End User Lease, has made a determination that it will actively attempt to Transfer the Mortgaged Property to an Unrelated Permitted Transferee (whether known or unknown), as a condition precedent thereto, Grantor shall give to Beneficiary written notice thereof, whereupon Beneficiary shall have and hereby is granted the reasonable right and opportunity during the 30-day period from and after such notice of Transfer in good faith to negotiate with Grantor for the sale and purchase of the Mortgaged Property upon mutually acceptable terms and conditions. Unless Grantor and Beneficiary enter into a binding sale and purchase agreement for the Mortgaged Property during such 30-day period, the foregoing right and opportunity thereupon shall terminate and expire absolutely, and the Grantor thereupon shall have the unrestricted right to Transfer the Mortgaged Property to an Unrelated Permitted Transferee at any time or from time to time during the First Half Term of the Note, free and clear from any right or claim of Beneficiary hereunder. Beneficiary shall deliver to Grantor promptly upon request therefor a written certification of the termination and expiration (if any) of the preceding right of first negotiation, which certification shall be in recordable form if requested by Grantor and may be relied upon by Grantor, by any Unrelated Permitted Transferee, by any title insurer, and by any successors and assigns of any of the foregoing.

12. Substitute Trustees. Beneficiary shall have the irrevocable power to appoint successors or substitute trustees, such power to be exercisable at any time and from time to time hereafter, without notice, by the filing for record of a deed of appointment of successor or substitute trustee(s) in the office where this Deed of Trust is recorded. Any co-trustees acting hereunder may alone exercise any and all powers herein granted, and any such exercise by a single trustee shall have the same force and effect as if such co-trustees together had acted.

13. Assignment of Leases and Rents. The following provisions of this Section 13 expressly are subject to the Senior Loan Documents and the rights of Senior Lender thereunder:

(a) Grantor irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all Leases and Rents and other benefits of the Mortgaged Property, whether now due, past due or to become due, including all prepaid rents and security deposits. This is an absolute assignment, not merely an assignment for security only and shall continue in effect until the Debt is paid and satisfied in full. Upon and during the continuance of an Event of Default, Grantor hereby gives Lender the right to collect the Rents and apply them in payment of the principal, interest and all other sums payable under the Note and this Deed of Trust. Subject to the License granted to Grantor under paragraph (b) below, Lender has the right, power and authority to collect any and all Rents.

(b) Beneficiary confers upon Grantor a revocable license ("**License**") to enforce the Leases and collect and retain the Rents as they become due and payable (excluding, however, Beneficiary's allocable portion of monetary damages recovered by Grantor as further set forth in paragraph (d) herein below, which Grantor agrees shall be held in trust and turned over to Beneficiary for credit to principal under the Purchase Money Loan) so long as no Event of Default shall exist and be continuing. Grantor shall deliver such Rents to Beneficiary as are necessary for the payment of principal, interest and other sums payable under the Note and this Deed of Trust as such sums become due. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion and which it may exercise without taking possession of the Mortgaged Property, to terminate this License upon ten (10) days written notice to or demand upon Grantor.

(c) Except as otherwise permitted under this Deed of Trust, for the term of the End User Lease, Grantor shall not, without Beneficiary's prior written consent, which shall not be unreasonably withheld or delayed, (i) voluntarily terminate the End User Lease (excluding customary terminations for cause, casualty, condemnation and the like), (ii) reduce the rent payable under the End User Lease below the amounts payable in the first Lease year, (iii) waive future Rents (without reasonable business purpose), or (iv) release the guaranty of the End User Lease.

(d) In reliance on written certification this date delivered by Grantor to Beneficiary pursuant to Section 10.2(e) of the DDA disclosing the existence of a payment guaranty of the End User Lease delivered by the End User's parent, Amazon.com, Inc., if and to the extent that Grantor, as landlord under the End User Lease, recovers monetary damages from End User or such guarantor as a result of the wrongful repudiation of the End User Lease by End User or the wrongful failure or refusal of End User to accept possession of the Mortgaged Property as more fully described in such written certification, then, subject to the rights of Senior Lender under the Senior

Loan Documents, Grantor shall pay to Beneficiary, and Beneficiary shall be entitled to receive from Grantor (net of all collection and legal fees attendant thereto), twenty-five percent (25%) of the amount of any such monetary damages, as, when and if received up to a maximum recovery by Beneficiary of Ten Million Dollars ($10,000,000), it being agreed that the remainder of any such monetary damages shall be and remain the property of Grantor. For purposes of the foregoing, the agreement of Grantor hereunder to pay to Beneficiary, and the right of Beneficiary to receive, such 25% portion of any such monetary damages shall not be deemed to grant to Beneficiary any right to enforce the End User Lease or such guaranty in any respect whatsoever (whether as Beneficiary hereunder or under any third party beneficiary theory), and the same shall only be enforceable against the End User and such guarantor by Grantor. In furtherance of the foregoing, Grantor shall have the sole right and authority, subject to this paragraph (d), to:

(i) enforce the End User Lease and payment guaranty thereof against the End User and payment guarantor, respectively;

(ii) grant, modify and/or waive the payment terms of the End User Lease and such payment guaranty, including but not in limitation compromising the amount payable to Grantor or accepting installment payments either in connection with any settlement of claims against the End User and/or such payment guarantor;

(iii) amend or modify the terms of the End User Lease and/or such payment guaranty governing the liability of the End User and/or the payment guarantor; and

(iv) enter into a settlement and accord with End User and or the payment guarantor for any claim;

all of the foregoing in the good faith judgment of Grantor and on an arm's length basis. Notwithstanding the foregoing, (x) Grantor shall have the obligation to initiate legal action against the End User and against the payment guarantor (or arbitration or mediation of the same) as a result of the End User's wrongful repudiation of the End User Lease, or the wrongful failure or the refusal of End User to accept possession of the Mortgaged Property, as described above, if a settlement and accord in good faith shall not be obtained between Grantor and End User and such payment guarantor within one (1) year of the date of such repudiation or failure, provided, that, Grantor shall have no obligation to pursue any appeal of any such litigation (or arbitration or mediation), and (y) Grantor shall not comprise any claim against the End User or such payment guarantor as a concession or consideration in any other contested matter or dispute between Grantor and End User unrelated to End User's wrongful repudiation of the End User Lease or the wrongful failure or the refusal of End User to accept possession of the Mortgaged Property. The parties hereby further agree that, during the pendency of any litigation (or arbitration or mediation) between End User or the payment guarantor and Grantor, Grantor shall have no obligation to disclose to Beneficiary any writings not appearing in the public record including without limitation any settlement or other document between End User or the payment guarantor and Grantor, and further, the terms of any settlement and accord may be subject to confidentiality and Grantor may be prohibited from delivering or disclosing the same to Beneficiary (or any agency or agent or representative of the City). In addition, in order to protect the proprietary nature of the economic and material terms of

the End User Lease and the payment guaranty thereof, and notwithstanding any provision express or implied of this Deed of Trust to the contrary, because the Beneficiary is a governmental instrumentality subject to FOIA disclosure and/or NRS 239.010, the End User Lease and the payment guaranty each shall not be deliverable to Beneficiary (or any agency or agent or representative of the City), it being acknowledged that Grantor heretofore provided to Beneficiary the reasonable opportunity to examine a copy of the End User Lease and such payment guaranty. Subject to the rights of Senior Lender under the Senior Loan Documents, Grantor shall pay to Beneficiary its allocable portion of any monetary damages received at any or from time to time within fifteen (15) days of Grantor's receipt thereof, which payment shall be accompanied by a written certification executed by a manager or managing member of Grantor and made under penalty of perjury that Grantor has complied with subsections (x) and (y) of this Section 13(d).

14. Security Agreement.

(a) The parties intend for this Deed of Trust to create a lien on the Mortgaged Property, and an absolute assignment of the Rents in favor of Beneficiary. The parties acknowledge that some of the Mortgaged Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Mortgaged Property or Rents may be or be determined to be personal property, Grantor as debtor hereby grants Beneficiary as secured party a security interest in all such Mortgaged Property (including, any replacement or substituted property) and Rents, to secure payment and performance of the Note. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code as adopted in the State of Nevada covering all such Mortgaged Property and Rents. Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Nevada, as well as all other rights and remedies available at law or in equity.

(b) Grantor shall authorize, at the cost of Grantor, the filing of and/or execute one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in the Mortgaged Property or Rents. In the event that Grantor fails to authorize the filing of and/or execute any financing statements or other documents for the perfection or continuation of any security interest or in the event Beneficiary chooses to authorize the filing of and/or execute such financing statement on Grantor's behalf, Grantor hereby authorizes and empowers Beneficiary and irrevocably appoints Beneficiary as Grantor's agent and attorney-in-fact to authorize the filing of and/or execute and file, on Grantor's behalf, all financing statements, refilings, amendments, renewals and continuations thereof as Beneficiary deems necessary or advisable to create, preserve and protect such lien. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

15. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code as adopted by the State of Nevada, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the Mortgaged Property. For this purpose, the respective addresses of Grantor, as debtor, and Beneficiary, as secured party, are as set forth in the preamble of this Deed of Trust.

16. Local Law Provisions. With respect to the Mortgaged Property which is located in the State of Nevada, notwithstanding anything contained herein to the contrary, the provisions set forth on Exhibit B attached hereto and made a part hereof control in the event of any conflict with the other terms of this Deed of Trust.

17. Subordination; Senior Loan; Notice of Default.

(a) By its acceptance of the Note and this Deed of Trust, Beneficiary acknowledges and agrees that the Purchase Money Loan and this Deed of Trust and the liens and security interests created hereby, and all rights, remedies, terms and covenants contained herein and in the other Purchase Money Loan Documents, are subordinate to the Senior Loan, the liens, security interest, assignments of leases and rents and other encumbrances created under the Senior Mortgage, and all of the terms, covenants, conditions, rights and remedies contained in the other Senior Loan Documents, as more fully provided for on Exhibit C attached hereto and made a part hereof. No extension, modification, consolidation, supplement, amendment, replacement and/or restatement to the Senior Loan Documents or waivers of any provisions thereof shall affect the subordination of the Purchase Money Loan and this Deed of Trust as set forth in this Section 17.

(b) The subordination effected by this Section 17 and Exhibit C attached hereto is conditional upon the Senior Loan being made by a Senior Lender that is a recognized financial institution or private lender whose ordinary and usual business is or includes the purchase, sale and/or other investment in real property or real property interests or the purchase, sale, advance and/or investment in debt and debt instruments.

(c) The subordination effected by this Section 17 and Exhibit C attached hereto shall be effective for and with respect to a Senior Loan upon such terms and conditions as may be desired by Grantor from time to time in its discretion, provided, however, that the Senior Loan must be subject (but only subject) to: (i) a maximum stated principal amount of $47,000,000, provided, that, if the Mortgaged Property is Transferred to an Unrelated Permitted Transferee in accordance with the terms hereof, then the maximum principal amount of the Senior Loan outstanding as of the date of such Transfer thereupon shall be and become the maximum permitted principal amount of the Senior Loan for so long as the Purchase Money Loan remains outstanding, and (ii) the condition that the DSCR Requirement created under Section 9(e) hereof shall be satisfied as of the time the Senior Loan shall close, and (iii) the requirements that (A) the Senior Loan Documents shall provide for amortization in regular monthly payments and payment in full of the Senior Loan over the First Half Term of the Note (without provision for any Grace Period), (B) that Senior Loan proceeds shall be used for project costs (hard and soft) with respect to the Mortgaged Property and its then intended development and construction and, (C) at the time the general contract for the intended construction of the Mortgaged Property shall be entered into, the general contractor thereunder shall be required to be bondable for the full amount of the general contract.

(d) Grantor shall send to Beneficiary a copy of each written notice of default or event of default or notice of acceleration received by Grantor from the Senior Lender within three (3) business days after receipt thereof by Grantor.

18. Junior Loan; Notice of Default.

(a) By its acceptance of the Note and this Deed of Trust, Beneficiary acknowledges and agrees that the Grantor shall have the right and option to obtain a Junior Loan in such amount(s), and upon such other terms and conditions, as may be desired by Grantor from time to time in its discretion, subject only to the requirements that that (i) the Junior Loan and the lien of the Junior Mortgage, and the rights, remedies, terms and covenants contained herein and in the other Junior Loan Documents, are subordinate to the Purchase Money Loan and, and the liens, security interest, assignments of leases and rents and other encumbrances created under this Deed of Trust, and the terms, covenants, conditions, rights and remedies contained in the other Purchase Money Loan Documents, and, (ii) unless in writing consented to by Beneficiary (which consent may be given or withheld by Beneficiary in its sole discretion), the Junior Loan Documents shall prohibit the Junior Lender from taking any Enforcement Action (as defined in Exhibit C attached hereto) against Grantor or any guarantor of the Purchase Money Loan for so long as the Purchase Money Loan is outstanding, and (iii) any payments made with respect to the Junior Loan that are received by the Junior Lender during any Event of Default hereunder shall be received and held, in trust, by Junior Lender for the benefit of Senior Lender or Beneficiary (as the case may be) and shall be paid over to the proper party(ies) in accordance with the terms of the Senior Loan Documents and the Purchase Money Loan Documents. Without limitation of the foregoing, for so long as no Event of Default shall have occurred and be continuing under this Deed of Trust or any Proceeding (as defined in Exhibit C attached hereto) of the nature described in paragraph (G) of Exhibit C attached hereto shall have been filed, Junior Lender may accept interest and principal payments from Grantor payable under the Junior Loan.

(b) If requested by Grantor or Junior Lender, Beneficiary shall send to the Junior Lender a copy of each written notice of default or event of default or notice of acceleration given by Beneficiary to Grantor hereunder within seven (7) days after the giving of such notice by Beneficiary.

(c) Beneficiary shall, within thirty (30) calendar days of written request therefor given by Junior Lender, furnish to Junior Lender and/or any such other person(s) as they may have been directed, a written estoppel certificate, duly acknowledged, certifying, as of the date of such estoppel certificate, (i) the unpaid principal balance of the Note, (ii) the date through which interest on the Note has been paid, (iii) whether or not any credits, offsets or defenses exist against the indebtedness evidenced by the Note, (iv) whether or not, to Beneficiary's knowledge, an Event of Default shall then have occurred and then be continuing hereunder, under the Note or any other Purchase Money Loan Document (or any other act or omission, which with the passage of time or the giving of notice, would ripen into an Event of Default), and (v) any other certifications reasonably requested. Any statement delivered pursuant to this paragraph (c) may be relied on by Junior Lender and any other recipients, and their respective successors and assigns.

19. Partial Release. Prior to the date hereof Beneficiary approved a parcel map, [_____], respecting an approximate 2._____ acre portion of the Mortgaged Property (the "**Release Parcel**"), a copy of which parcel map is attached to this Deed of Trust as Exhibit D. By its acceptance of the Note and this Deed of Trust, Beneficiary

acknowledges and agrees that the Grantor shall have the right and option upon twenty (20) days prior notice given to Beneficiary and the satisfaction of the "Release Conditions" herein set forth, to require that the Beneficiary and Trustee deliver a partial release of the Release Parcel from the lien of this Deed of Trust, and will consent, as Beneficiary and Trustee, to easement(s) for construction and Mortgaged Property operations, each in form and in substance as shall be requested by legal counsel for the Developer in its reasonable judgment, with each such delivery made without the requirement of any principal curtailment of the Note or any other condition precedent except only the Release Conditions. As used herein, "**Release Conditions**" means that: (i) the End User Employee Requirement as defined and provided for under the End User Lease then shall have been satisfied; (ii) construction financing for the Release Parcel previously or simultaneously shall be consummated with the delivery of such partial release by Beneficiary, (iii) Grantor previously shall have processed and obtained final non-appealable approval pursuant to Section 19.18.050 of the Las Vegas Municipal Code of a plan of development for the Release Parcel pursuant to Section 19.18.050 of the Las Vegas Municipal Code, (iv) Grantor shall have certified to Beneficiary the intended exclusive use of the Release Parcel (as developed) by or on behalf of the End User (and its agents, contractors, employees and invitees), (v) no Event of Default hereunder shall then have occurred and be continuing, and (vi) Grantor shall have provided to Beneficiary an endorsement to its lenders title insurance policy to revise the legal description of the Mortgaged Property to exclude the Release Parcel and any easement(s) as herein contemplated. Upon the partial release of the Release Parcel, for all purposes of this Deed of Trust the Mortgaged Property shall be *less and except* the Release Parcel and shall be subject to such easement(s).

20. Miscellaneous.

(a) Any and all notices, consents or approvals required or permitted to be given pursuant to this Deed of Trust shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) legible facsimile transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a) or (b) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Deed of Trust shall be as follows:

(i) If to Beneficiary:
c/o City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101
Attn: William Arent, Director
Office of Business Development
Facsimile: 702-[___-____]

with a copy to:
Rosenfeld & Rinato

9029 S. Pecos Road, #2800
Henderson, NV 89074
Attn: Michael C. Niarchos, Esq.
Facsimile: 702-385-3025

(ii) if to Trustee:
[_____
_____
_____
Attn: _____
Facsimile: _____]

(iii) if to Grantor:
c/o Resort Gaming Group, LLC
206 N. 3rd Street
Las Vegas, NV 89101
Attn: Andrew B. Donner
Facsimile: (702) 477-0045

with a copy to:
Katten Muchin Rosenman LLP
2900 K Street, NW
North Tower – Suite 200
Washington, D.C. 20007-5118
Attn: Wendy L. Fields, Esq.
Facsimile: 202-339-8245

and a copy to:
Richard L. Tobler, Attorney at Law
3654 N. Rancho Drive
Suite 102
Las Vegas, NV 89130-3179
Facsimile: (702) 256-2248

The parties from time to time may designate a change of address by notice, in writing, given in accordance with the provisions hereof.

(b) Benefit and Burden. The provisions of the Note and this Deed of Trust shall run with and bind the Mortgaged Property, and shall bind and inure to the benefit of Grantor, its successors and permitted assigns, Trustee, and any successor or substitute trustee or trustees, and Beneficiary, and its successors.

(c) Prohibition on Beneficiary Assignment. Beneficiary shall not have the right to sell, transfer or assign the Purchase Money Loan or the Note or any portion thereof or any interest therein to any person or for any reason, and any purported sale, transfer or assignment in

violation of the foregoing prohibition shall be void and unenforceable against Grantor. Notwithstanding the foregoing, the following shall not be deemed a prohibited transfer or assignment under this Section 20(c): (i) a transfer or assignment to an Affiliate of Beneficiary, and (ii) a transfer or assignment occurring after the expiration of the lease term (including any extension terms) of the End User Lease. For purposes of this Section 20(c), "**Affiliate**" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with Beneficiary.

(d) Waiver; Modification. No term or provision of this Deed of Trust may be waived or modified except by instrument in writing executed by the party or parties against whom it is to be enforced.

(e) Time Periods; Business Days. As used in this Deed of Trust, "business days" means all days other than Saturdays, Sundays, holidays and other days on which federal or state banks doing business in the State of Nevada are permitted to close. Wherever in this Deed of Trust (i) any provision governs the date of commencement or expiration of any time period, or the date of occurrence of any act or event, if any such date otherwise would fall on a day other than a business day, then such date instead shall be deemed for all purposes of this Deed of Trust to commence or expire, or occur, as the case may be, on the next succeeding business day.

(f) Governing Law. This Deed of Trust shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Nevada.

(g) Severability. If any term or provision of any of the Note or this Deed of Trust shall be held invalid, illegal or unenforceable, in whole or in part, or if any term or provision of either of the Note or of this Deed of Trust operates or prospectively would operate to invalidate this Deed of Trust, then, such term or provision shall not affect, prejudice or disturb the continuing validity of the remaining terms and provisions of the Note and this Deed of Trust, which shall continue in full force and effect.

(h) Dispute Resolution. By entering into and accepting this Mortgage, Grantor and Beneficiary agree that in the event of a dispute arising from or related to this Mortgage or any effort to enforce or interpret any of the terms or provisions hereof, Grantor and Beneficiary shall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds Grantor and Beneficiary and their successors, and permitted assigns, as applicable. This Section 20(h) shall survive any termination of this Mortgage or repayment in full of the Note and shall remain in effect for the resolution of all claims and disputes that may survive such termination. GRANTOR AND BENEFICIARY HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

(i) Counterpart Signatures. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

(j) No Third Party Beneficiaries. The parties hereto expressly declare that it is their joint and mutual intention that this Deed of Trust and the transactions contemplated hereby shall not be construed as creating a third party beneficiary contract, and this Deed of Trust shall not be construed as giving or conferring any rights or benefits whatsoever to or upon any other persons or entities other than Grantor, Trustee and Beneficiary, and any Senior Lender and any Junior Lender.

(k) Maintaining Priority of the Deed of Trust. Grantor shall, at its expense, cause the recordation of this Deed of Trust and of any other instrument evidencing or securing the Note wherever such recording would or might be required in order to protect the second lien and priority of this Deed of Trust or such instrument against the claims of third parties other than the Senior Lender. Grantor hereby covenants and agrees at all times, at its sole expense, take such other action and execute and record such other instruments as may be necessary or desirable to preserve and protect the second lien and priority of this Deed of Trust and all other instruments evidencing or securing the Note subject to the Senior Loan, the Senior Mortgage and the Senior Loan Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be executed and delivered under seal as of the day and year first above written.

GRANTOR:

[_____],
a [_____]

By:_____
Name: _____
Title:_____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, the _____ of _____.

_____
Notary Public

[Notarial Seal]

My Commission Expires:

_____

Exhibit A

LEGAL DESCRIPTION

(See Attached)

Exhibit B

NEVADA DEED OF TRUST PROVISIONS

(A) Nevada Trustee Provisions. In case of the resignation of Trustee, or the inability (through death or otherwise), refusal or failure of Trustee to act, or at the option of Beneficiary for any other reason (which reason need not be stated), a substitute Trustee may be named, constituted and appointed by Beneficiary, without other formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and this conveyance shall vest in the substitute Trustee the title, power and duties herein conferred on Trustee originally named herein, and the conveyance by the substitute Trustee to the purchaser(s) at any sale of the Mortgaged Property or any part thereof shall be equally valid and effective. The right to appoint a substitute Trustee shall exist as often and whenever from any of said causes, Trustee, original or substitute, resigns or cannot, will not or does not act, or Beneficiary desires to appoint a new Trustee. No bond shall ever be required of Trustee, original or substitute. The recitals in any conveyance made by Trustee, original or substitute, shall be accepted and construed as prima facie evidence and proof of the facts recited, and no other proof shall be required as to the request by Beneficiary to Trustee to enforce this Deed of Trust, or as to the notice of or holding of the sale, or as to any particulars thereof, or as to the resignation of Trustee, original or substitute, to act, or as to the election of Beneficiary to appoint a new Trustee, or as to appointment of a substitute Trustee, and all prerequisites of said sale shall be presumed to have been performed; each sale made under the powers herein granted shall be a perpetual bar against Grantor and the heirs, personal representatives, successors and assigns of Grantor. Trustee, original or substitute, is hereby authorized and empowered to appoint any one or more persons as attorney-in-fact to act as Trustee under him and in his name, place and stead in order to take any actions that Trustee is authorized and empowered to do hereunder, such appointment to be evidenced by an instrument signed and acknowledged by said Trustee, original or substitute; and all acts done by said attorney-in-fact shall be valid, lawful and binding as if done by said Trustee, original or substitute, in person.

(B) Nevada Power of Sale and Foreclosure Provisions.

(1) Beneficiary may, by and through Trustee, or otherwise, under power of sale, sell or offer for sale the Mortgaged Property in such portions, order and parcels as Beneficiary may determine, with or without having first taken possession of same, to the highest bidder, for cash at public auction.

(2) Beneficiary may, at its option, accomplish all or any of the aforesaid in such manner as permitted or required by the Nevada Revised Statutes regarding foreclosure of real estate and the Nevada Uniform Commercial Code regarding foreclosure of personal property. Nothing contained in this section shall be construed to limit in any way Trustee's right to sell the Mortgaged Property by private sale if, and to the extent that such private sale is permitted under the laws of the state where the Mortgaged Property (or that portion thereof to be sold) is located or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same. At any such sale:

(i) whether made under the power of sale herein contained, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Property (Grantor shall deliver to trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale;

(ii) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including without limitation, nonpayment of the Debt, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor Trustee hereunder;

(iii) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed;

(iv) the receipt of Trustee or of such other party or officer making the sale shall be sufficient to discharge the purchaser or purchasers for his or their purchase money, and no such purchaser or purchasers, or his or their assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof;

(v) to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be in perpetual bar, both at law and in equity, against Grantor and against all other persons claiming or to claim the property sold or to any part thereof by, through or under Grantor; and

(vi) to the extent and under such circumstances as permitted by law, Beneficiary may be a purchaser at any such sale.

(C) To the extent that this Deed of Trust encumbers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order, proceed with any of the following rights and remedies:

(1) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies under applicable law in respect to real property; or

(2) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to real property and proceed as to any personal property in accordance with Beneficiary's rights and remedies to personal property. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose

of disposition of any personal property in accordance with the Nevada Uniform Commercial Code. Grantor hereby authorizes Trustee to act accordingly.

(D) If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, then the following shall occur:

(1) The Mortgaged Property, including all of the Land, improvements, fixtures, personal property and Leases may be foreclosed upon and sold by either private sale or judicial action, in the manner provided in this Deed of Trust, in one lot, or in separate lots consisting of any combination or combinations of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(2) Grantor acknowledges and agrees that a disposition of any personal property in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of personal property. Beneficiary may, in the sole discretion of Beneficiary appoint Trustee as the agent of Beneficiary for the purpose of disposition of personal property in accordance with Beneficiary's rights and remedies under applicable law in respect to real property. Grantor hereby authorizes Trustee to act accordingly.

(E) If Beneficiary should elect to proceed as to personal property in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all of the rights and remedies conferred upon a secured party by the Nevada Uniform Commercial Code.

(F) Trustee may sell all or any portion of the Mortgaged Property together or in lots or parcels and in such manner and order as Trustee or Beneficiary, in their sole discretion, may elect. The sale or sales by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Debt and the expenses of enforcing this Deed of Trust, then the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made; provided, however, that Grantor shall never have any right to require sale or sales of less than the whole of the Mortgaged Property, but Beneficiary shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property.

(G) Beneficiary shall have the right to become the purchaser at the sale of the Mortgaged Property hereunder or pursuant to any other means and shall have the right to be credited on the amount of its bid therefor all of the Debt and obligations due and owing as of the date of such sale.

(H) The purchaser at any Trustee's foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract made subsequent to the recording of this Deed of Trust in violation of any provisions of this Deed of Trust and may take immediate possession of the

Mortgaged Property free from and despite the terms of, such grant of easement and rental, lease or other contract.

(I) When not inconsistent with any other provision hereof, covenant numbers 1, 2 (full replacement value), 3, 4 (note rate), 5, 6, 7 (a reasonable percentage), 8 and 9 of Nevada Revised Statutes § 107.030 are hereby adopted and made a part of this Deed of Trust.

****

[END OF EXHIBIT B]

Exhibit C

SUBORDINATION AND STANDSTILL;
BENEFICIARY RIGHTS WITH RESPECT TO SENIOR LOAN

1. Subordination and Standstill. For so long as the Senior Loan is outstanding, Beneficiary shall agree to and be bound by the following provisions:

(A) Beneficiary shall not take any Enforcement Action against Grantor or any guarantor of the Purchase Money Loan without Senior Lender's consent (which may be given or withheld in the sole discretion of Senior Lender);

(B) Beneficiary shall not, without Senior Lender's consent (which may be given or withheld in the sole discretion of Senior Lender) in each instance, enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver of the Purchase Money Loan, the Note or this Deed of Trust or any Purchase Money Loan Documents, and subject to the foregoing, Beneficiary shall deliver to Senior Lender copies of any and all modifications, amendments, extensions, consolidations, spreaders, restatements, alterations, changes or revisions to any one or more of the Purchase Money Loan Documents (including, without limitation, any side letters, waivers or consents entered into, executed or delivered by Beneficiary) within a reasonable time after any of such applicable instruments have been executed by Beneficiary;

(C) Beneficiary acknowledges that to the extent that each of Senior Lender and Beneficiary have under the Purchase Money Loan Documents and Senior Loan Documents, respectively, certain approval or consent rights over the same subject matters (regardless of whether the obligations or rights are identical or substantially identical), Beneficiary agrees that Senior Lender shall exercise such approval rights on behalf of both Senior Lender and Beneficiary, and Beneficiary shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby. Without limiting the generality of the foregoing, Senior Lender shall have all approval, consent and oversight rights in connection with the Mortgaged Property or the Senior Loan, including but not in limitation, relating to property construction and budgetary oversight and approvals, lease modifications (subject to Section 13(c) of this Deed of Trust), public takings and casualty claims and related insurance claims and proceeds, and easement and other title grants, and Beneficiary shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby;

(D) All of Beneficiary's rights to payment of the Purchase Money Loan and the obligations evidenced by the Purchase Money Loan Documents are subordinate to all of Senior Lender's rights to payment by Grantor (and any guarantor of the Purchase Money Loan) of the Senior Loan and the obligations secured by the Senior Loan Documents, and Beneficiary Lender shall not accept or receive payments (including, without limitation, whether in cash or other property and whether received directly, indirectly or by set-off, counterclaim or otherwise) from Grantor (or any guarantor of the Purchase Money Loan) and/or from the Mortgaged Property prior to the date that all obligations of Grantor to Senior Lender under the Senior Loan Documents are indefensibly paid in full; provided, that, notwithstanding the foregoing, so long as no event of default shall then exist under the Senior Loan Documents or any proceeding of the nature described in paragraph (G) below,

Beneficiary may accept interest and principal payments from Grantor payable under the Note and this Deed of Trust.

(E) In furtherance and not in limitation of the foregoing paragraph (D), all payments or distributions upon or with respect to the Purchase Money Loan which are received by Beneficiary contrary to the provisions of this Exhibit C shall be received and held, in trust, by Beneficiary for the benefit of Senior Lender and shall be paid over to Senior Lender in the same form as so received (with any necessary endorsement) to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or securities) for, the payment or performance of the Senior Loan in accordance with the terms of the Senior Loan Documents.

(F) Further, in addition and not in limitation of the foregoing paragraphs (D) and (E), in the event of a casualty to the buildings or improvements constructed on any portion of the Mortgaged Property or a condemnation or taking under a power of eminent domain of all or any portion of the Mortgaged Property, Senior Lender shall have a first and prior interest in and to any payments, awards, proceeds, distributions, or consideration arising from any such event.

(G) Beneficiary shall not, and shall not solicit any person or entity to, and shall not direct or cause Grantor (or any guarantor of the Purchase Money Loan) to direct or cause Grantor to: (i) commence any Proceeding; (ii) institute proceedings to have Grantor (or any guarantor of the Purchase Money Loan) adjudicated a bankrupt or insolvent; (iii) consent to, or acquiesce in, the institution of bankruptcy or insolvency proceedings against Grantor (or any guarantor of the Purchase Money Loan); (iv) file a petition or consent to the filing of a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief by or on behalf of Grantor (or any guarantor of the Purchase Money Loan); (v) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for Grantor (or any guarantor of the Purchase Money Loan), the Mortgaged Property (or any portion thereof) or any other collateral securing the Senior Loan (or any portion thereof); (vi) make an assignment for the benefit of any creditor of Grantor (or any guarantor of the Purchase Money Loan); (vii) seek to consolidate the Mortgaged Property or any other assets of Grantor (or any guarantor of the Purchase Money Loan) with the assets of any other person in any proceeding relating to bankruptcy, insolvency, reorganization or relief of debtors; or (viii) take any action in furtherance of any of the foregoing.

(H) In any Proceeding (i) Beneficiary hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against Grantor (or any guarantor of the Purchase Money Loan) without the prior consent of Senior Lender; (ii) Senior Lender may vote in any such Proceeding any and all claims of Beneficiary, and Beneficiary hereby appoints Senior Lender as its agent, and grants to Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to Beneficiary in connection with any case by or against Grantor (or any guarantor of the Purchase Money Loan) in any Proceeding, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, to make any election under Section 1111(b) of the Bankruptcy Code; and (iii) Beneficiary not challenge the validity or amount of any claim submitted in such Proceeding by Senior Lender any valuations of the Mortgaged Property or other

Senior Loan collateral submitted by Senior Lender, in such Proceeding or take any other action in such Proceeding, including, without limitation, any action that is adverse to Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

(I) Beneficiary hereby agrees that Senior Lender may, at its option (but without any obligation to do so), at any time (including during the pendency of a Proceeding), purchase the Purchase Money Loan at par (and without liability for any prepayment premiums or liquidated damages set forth in the Purchase Money Loan Documents), and in addition, Senior Lender shall have the right, but shall not have any obligation, to cure any Event of Default under the Purchase Money Loan Documents until ninety (90) days following Senior Lender's receipt of written notice from Beneficiary stating that all cure periods resulting from such Event of Default have expired.

(J) In furtherance of the foregoing paragraph (I), Senior Lender shall not be subrogated to the rights of Beneficiary under the Purchase Money Loan Documents by reason of Senior Lender having cured any such Event of Default under the Purchase Money Loan Documents, and notwithstanding the foregoing, Beneficiary acknowledges that all amounts advanced or expended by Senior Lender to cure any Event of Default under the Purchase Money Loan Documents shall be added to and become a part of the Senior Loan obligations pursuant to the terms of the Senior Mortgage.

(K) Beneficiary shall, within thirty (30) calendar days of written request therefor given by Senior Lender, furnish to Senior Lender and/or any such other person(s) as they may have been directed, a written estoppel certificate, duly acknowledged, certifying, as of the date of such estoppel certificate, (i) the unpaid principal balance of the Note, (ii) the date through which interest on the Note has been paid, (iii) whether or not any credits, offsets or defenses exist against the indebtedness evidenced by the Note, (iv) whether or not, to Beneficiary's knowledge, an Event of Default shall then have occurred and then be continuing hereunder, under the Note or any other Purchase Money Loan Document (or any other act or omission, which with the passage of time or the giving of notice, would ripen into an Event of Default), and (v) any other certifications reasonably requested. Any statement delivered pursuant to this paragraph (K) may be relied on by Senior Lender and its successors and assigns.

(L) Beneficiary shall execute, acknowledge and deliver (in recordable form, as appropriate) and upon demand of Senior Lender, any other instruments or agreements reasonably required by Senior Lender in order to carry out the provisions of this Exhibit C or to effectuate the intent and purposes hereof, including but not in limitation, an intercreditor agreement on industry standard terms and conditions, and entering into amendments or modifications of the Note and/or this Deed of Trust provided, that, the amount of the Note, the interest rate payable thereunder, the manner and timing of debt service payments and other financial terms of the Note and this Deed of Trust shall remain unchanged.

This Section 1 shall be self-operative without the necessity of any additional document being executed by Beneficiary for the purpose of effecting the foregoing.

2. Requested Beneficiary Rights. For so long as the Senior Loan is outstanding, Beneficiary shall be entitled to the following:

(A) written notice of any default or Event of Default or notice of acceleration under the Senior Loan Documents within 7 days of any written notice given by Senior Lender to Borrower; and

(B) upon the acceleration of the Senior Loan and commencement of any Enforcement Action by the Senior Lender pursuant to the Senior Loan Documents, the right to purchase, in whole but not in part, the Senior Loan at par (being any and all amounts due to Senior Lender under the Senior Loan Documents, including, without limitation, (i) the outstanding principal balance of the Senior Loan, (ii) all accrued interest (including default interest), (iii) any late charges, default interest, exit fees, advances and post-petition interest, (iv) any protective advances made by Senior Lender, (v) any interest charged by Senior Lender on any advances for monthly payments of principal and/or interest on the Senior Loan and/or on any protective advances, and (vi) any and all costs and expenses (including legal fees and expenses) incurred by Senior Lender in enforcing the terms of the Senior Loan Documents).

For purposes of this Exhibit C, the following terms shall have the following meanings:

"**Enforcement Action**" means any exercise of any remedies against Grantor, including without limitation any litigation or adversarial proceedings, including judicial or non-judicial foreclosure, the exercise of any power of sale, the sale by advertisement, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other action with respect to, or the enforcement of any remedy against, the Mortgaged Property or Grantor (or any guarantor) or any other of the property or assets of Grantor, including, without limitation, the taking of possession or control of the Mortgaged Property, provided, that, with respect to the Purchase Money Loan and any Junior Loan, the term "Enforcement Action" specifically shall exclude (i) creditor requests and demands made upon Grantor by delivery of notices to Grantor, (ii) creditor assertion or enforcement of any right to receive payment from proceeds of a foreclosure sale under the Senior Loan incident to foreclosure of the liens or security interests of the Senior Loan Documents which may remain after payment of costs and expenses of such foreclosure and payment and satisfaction in full of the Senior Loan (and, in the case of the Junior Loan, after payment and satisfaction in full of the Purchase Money Loan), and (iii) the filing of claims in any Proceeding concerning Grantor as may be required to protect and preserve the right of such creditor to participate in such Proceeding as a creditor and to participate in distributions of assets of Grantor in such Proceeding (after payment and satisfaction in full of the Senior Loan and, in the case of the Junior Loan, after payment and satisfaction in full of the Purchase Money Loan), but subject in all respects to the rights of Senior Lender to require performance and observance of all of the covenants, undertakings and agreements provided for hereunder for the benefit of the Senior Lender.

"**Proceeding**" means any case, proceeding or other action against Grantor (or any guarantor of the Purchase Money Loan) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors.

Exhibit D

PARCEL MAP

(see atttached)

EXHIBIT H

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "*Agreement*") is made and entered into as of _____, 2011(the "*Effective Date*") by and between the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (the "*City*"), and [_____ _____], ("*Developer*"). The City and Developer also are individually and collectively referred to herein as "*Party(ies)*".

RECITALS:

A. The City and Developer [as successor by assignment to RESORT GAMING GROUP, LLC, a Nevada limited liability company] are parties to that certain Disposition and Development Agreement, approved by the City Council of the City of Las Vegas, Nevada and dated effective December 1, 2010, as heretofore amended (the "*DDA*").

B. Pursuant to the DDA and on even date herewith, the City sold and conveyed to Developer, and Developer purchased and acquired from the City, fee title to the property commonly known as the City of Las Vegas City Hall, together with related structured parking and facilities and the KCLV TV Studio, located at 400 Stewart Avenue, Las Vegas, Nevada (APN 139-34-501-003) and 221 North Las Vegas Boulevard (APN 139-34-510-045) (the "*Acquisition Property*").

C. As part of the sale and conveyance of the Acquisition Property, on even date herewith, the Developer executed and delivered to the city subordinate purchase money financing as more fully described in the DDA (the "*Purchase Money Financing*").

D. As of the date hereof, the Acquisition Property is the subject of a lease (the "Lease") between Developer and Zappos.com, Inc. ("Zappos").

E. Pursuant to the DDA, the City is obligated upon the terms and conditions of this Agreement to grant to Developer the right and option to acquire parcels of land owned by the City in fee, containing in the aggregate approximately _____ acres in the City of Las Vegas, and more fully depicted and described on Exhibit A-1. Pursuant to the DDA, the City also has undertaken to obtain the approval of the City Council of the City of Las Vegas, Nevada (the "*City Council*") to an order of vacation for various rights-of-way more fully depicted and described on Exhibit A-2 attached to this Agreement that abut or are adjacent to the foregoing parcels of land, and also is obligated upon the terms and conditions of this Agreement to grant to Developer the right and option to acquire the such right-of-way vacations.

NOW, THEREFORE, in consideration of the sum of One Thousand Dollars ($1,000) paid by Developer to the City simultaneously with the execution and delivery of this Agreement, of the mutual provisions set forth in this Agreement and the DDA, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms have the following meanings:

(a) "*Corporate Campus Plan*" has the meaning set forth in Section 6.

(b) "*Developer Indemnified Parties*" has the meaning set forth in Section 7.

(c) "*Development Commencement Period*" as to any Option Parcel means forty-eight (48) months from and after the Option Closing of such Option Parcel.

(d) "*Development Requirement*" as to any Option Parcel means (and only shall mean) the issuance of a building permit for such Option Parcel and the commencement either of the installation of pilings or the pouring of a foundation thereon.

(e) "*End User*" means collectively Zappos and/or any affiliates of Zappos from time to time in occupancy of the Acquisition Property.

(f) "*Environmental Laws*" has the meaning set forth in Section 7.

(g) "*Gullo Parcels*" means Lot Six (6) and Lot Seven (7) of BUCKS SUBDIVISION of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada (*less and except* that portion of Lot Six (6) condemned by that certain Final Order of Condemnation recorded October 7, 1981 in Book 1472 as Document No. 1431557, of Official Records, of Clark County, Nevada), which Lots are owned by the City in fee.

(h) "*Hazardous Materials*" has the meaning set forth in Section 7.

(i) "*Intended Benefited Party(ies)*" individually and collectively (as the context may require) means the End User, the Chairman of the Board of the End User as of the Effective Date of the DDA, or any joint venture, partnership or other contractual relationship or arrangement between the Developer and the End User or such Chairman.

(j) "*Notice of Exercise*" has the meaning set forth in Section 4.

(k) "*Option*" has the meaning set forth in Section 2.

(l) "*Option Closing*" has the meaning set forth in Section 5.

(m) "*Option Land*" means collectively the Option Parcels existing from time to time.

(n) "*Option Parcel(s)*" individually and collectively (as the context may require) means the Gullo Parcles and those other parcels of land owned by the City in fee, containing in the aggregate approximately _____ acres in the City of Las Vegas, Nevada and more fully depicted and described on Exhibit A-1, and the ROW Vacations, as any or all of the foregoing from time to time hereafter may be reconfigured by the recordation among the applicable land records of the City of parcel and/or subdivision

map(s) and/or plat(s), and in all instances together with all improvements thereon and all benefits and appurtenances thereto.

(o) "*Option Takedown*" means collectively the Option Parcels that are the subject of any Notice of Exercise.

(p) "*Option Price*" has the meaning set forth in Section 3.

(q) "*Option Term*" means the period commencing on the date hereof and expiring at 5:00PM, Pacific Time on the date of the 10-year anniversary of the Rent Commencement Date under the Lease.

(r) "*Parking Lease*" means that certain lease of even date herewith, entered into between the City to the Developer, for a portion of the Option Parcels, a copy of which Parking Lease is attached to made a part of this Agreement as Exhibit B.

(s) "*Per Square Foot Price*" means the sum of $21.25 per square foot (as is specified and has been determined in accordance with Section 7.2 of the DDA) for all of the Option Parcels other than the Gullo Parcels.

(t) "*Rent Commencement Date*" means the earlier of the date on which the End User is obligated to pay base rent under the Lease (after expiration or application, as the case may be, of any applicable abatements and/or allowances or "free rent" periods) or January 1, 2014.

(u) "*ROW Vacations*" means approval of the City Council of an order of vacation for those rights-of-way more fully depicted and described on Exhibit A-2, and the subsequent vacation in fact and at law of such rights-of-way.

(v) "*SDR Approval*" has the meaning set forth in Section 6.

(w) "*Senior Indebtedness*" has the meaning set forth in Section 4.

(x) "*Transfer(s)*" and "*Permitted Transfer(s)*" individually and collectively (as the context may require) have the respective meanings set forth in Section 9.

(y) "*Unrelated Permitted Transferee*" means an recognized institution or private equity or REIT transferee whose ordinary and usual business is or includes the purchase, sale and/or other investment in real property or real property interests, or the purchase, sale, advance and/or investment in debt and debt instruments and having or having under management gross assets with a fair market value in the aggregate of more than Two Hundred Fifty Million Dollars ($250,000,000).

2. GRANT OF OPTION; PARKING LEASE.

(a) Subject, expressly, to the terms and conditions of this Agreement, the City hereby grants to Developer, and Developer hereby accepts, the right and option (the

"*Option*") during the Option Term at any time and from time to time to elect to purchase the Option Parcels or any of the Option Parcels, at the Option Price and otherwise in accordance with the remaining terms of this Agreement.

(b) As part of the consideration for this Agreement, the City and Developer have entered in the Parking Lease simultaneously herewith.

3. OPTION PRICE. The option price ("*Option Price*") for any Option Parcel other than the Gullo Parcels shall be determined based upon the surveyed square footage of such Option Parcel to be performed by a land surveyor licensed under Nevada law at the cost of Developer, and shall equal the product obtained by multiplying the Per Square Foot Price by the surveyed square footage of such Option Parcel, and increasing during the Option Term at the rate of 1.50% per calendar quarter, compounded quarterly. The Option Price for the Gullo Parcels shall be $_____ (which represents the settlement statement net sales price to the City), and increasing during the Option Term at the rate of 1.00% per calendar quarter, compounded quarterly.

4. EXERCISE OF OPTION. The Option hereby granted to Developer with respect to the Option Parcels may be exercised during the Option Term at any time and from time to time and shall be exercisable upon written notice of exercise (in any instance, a "*Notice of Exercise*") given by Developer to the City at any time on or prior to the date of expiration of the Option Term, *time being of the essence*. Notice of Exercise with respect to any Option Parcel(s) must include the required survey of such Option Parcel(s) and the Developer's calculation of the Purchase Price disclosed. In addition and for avoidance of doubt:

(a) The following limitations shall apply to the right of Developer to give Notice of Exercise hereunder: (i) The surveyed square foot area of the intended Option Takedown (as determined in accordance with Section 3) shall not be less than 3.0000 acres in the aggregate; (ii) if the surveyed square foot area of the Option Parcels that would remain in City ownership after the Option Closing of the intended Option Takedown would be less than 2.0000 acres in the aggregate, then the such Noticed of Exercise shall be deemed to include such remainder acreage if and to the extent the same is otherwise is in compliance with this Agreement; (iii) no take-down would render any non-contiguous Option Parcel(s) owned by the City land-locked unless Developer simultaneously grants to the City and their lawful invitees a reasonable vehicular and pedestrian ingress and egress easement; and (iv) the Option Parcel(s) that would remain in City ownership after the Option Closing of the intended Option Takedown must front in part on a public right-of-way (or together with other Option Parcel(s) that would so remain in City ownership have contiguity with each other and one Option Parcel fronting in part on a public right-of-way).

(b) Any Notice of Exercise given to the City that is given more than six (6) months following the Rent Commencement Date shall be deemed sufficient only if as part of such Notice of Exercise the City also is given a written certification made by the End User, by and through its president, a Vice President or other authorized officer that: (i) the End User then has no less than one thousand two hundred (1,200) full-time

employees located at the Acquisition Property, and (ii) the individual executing such certification has been duly authorized to execute and deliver such certification.

(c) The right of Developer to give Notice of Exercise hereunder shall be suspended during any period that a event of default in writing noticed to the Developer shall be continuing under the Purchase Money Financing or under any secured indebtedness senior to the Purchase Money Financing ("*Senior Indebtedness*").

(d) If or to the extent Notice of Exercise shall not have been given as to all Option Parcels as of the time of expiration of the Option Term, then effective as of the time of expiration of the Option Term, (i) this Agreement thereupon automatically shall terminate and expire in its entirety and be of no further force or effect without the requirement of any further written instrument, (ii) any purported effort by Developer thereupon to give Notice of Exercise with respect to any Option Parcel(s) shall be void, and (iii) Developer shall have no surviving right or title or claim in or to such remaining or Option Parcel(s).

(e) Notwithstanding any provision to the contrary in this Agreement, effective as of expiration of any appeals period or right of objection following foreclosure sale under the Senior Indebtedness or the Purchase Money Documents (or any conveyances or transfers in lieu of foreclosure) (i) this Agreement thereupon automatically shall terminate and expire in its entirety and be of no further force or effect without the requirement of any further written instrument, (ii) any attempt by Developer thereupon to give Notice of Exercise with respect to any Option Parcel(s) shall be void, and (iii) Developer shall have no surviving right or title or claim in or to such remaining Option Parcel(s). In such event, Developer shall provide to the City a release of its interests under this Agreement in recordable form and as reasonably approved by the City.

5. CLOSING.. Closing of an Option Parcel shall occur on such date as shall be specified in the Notice of Exercise for such Option Parcel (but in no event less than thirty (30) or more than ninety (90) days from the date such Notice of Exercise is given), time being of the essence, and at such time as may be mutually convenient to the Parties (in either instance, an "*Option Closing*"). At each Option Closing, with respect to the Option Parcel(s) that are being sold and acquired at such Option Closing: (i) the City shall deliver such Option Parcel(s) free of all possessory rights and monetary liens or third party adverse claims, but otherwise in their "as-is" "where-is" physical condition with, if any, all faults and defects, subject, however, to Sections 7 and 8 hereof, (ii) the Parties shall bear equally the cost of state, county and/or city documentary transfer taxes, and all fees of the escrow agent designated for such closing; (iii) real estate taxes and utilities shall be prorated to the date of closing; (iv) the City shall bear the cost of the CLTA portion of any title insurance obtained by the Developer; (v) the applicable Option Price and any additional funds required hereunder shall be tendered by Developer and a customary grant deed tendered by the City; and (vi) the Parties otherwise shall timely deliver (A) required transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any, (B) evidence reasonably satisfactory to the other Party and escrow agent respecting the authorization and execution of the documents required to be delivered hereunder,

and (C) such additional documents as may be reasonably requested by the other Party or escrow agent in order to consummate closing (including settlement statements).

6. DEVELOPMENT RIGHTS AND RESTRICTIONS. The Parties acknowledge that the development of the Option Parcels shall be subject to future engineering, subdivision and development plan submissions and approvals and permits in accordance with then prevailing governmental and quasi-governmental laws, rules and regulations, requirements and standards. Notwithstanding the foregoing, if any Option Parcel is acquired by or for the intended use of the End User or any other Intended Benefited Party, then and in such event:

(a) The City, as seller, hereby approves a development concept for the Option Parcels having design and uses that are consistent with social interactive corporate campuses (including public uses) comparable to *.com* and intellectual property companies such as Apple, Google, Amazon, Facebook and/or Microsoft, acknowledging that the development scheme may be unique (individually and collectively, a "*Corporate Campus Plan*");

(b) The City shall in good faith support a Corporate Campus Plan (and modifications thereto from time to time) and related site plan, parcel map and subdivision applications, both internally and in connection with administrative and approval processing and approvals, as well as externally with applicable state and other governmental and quasi-governmental authorities; and

(c) Commencing effective as of the date of submission of an application for "SDR Approval" (as herein defined) by the Developer (or any Intended Benefited Party or other permitted transferee under Section 9, as the case may be), and continuing through the date of issuance of SDR Approval by the City and by any and all other applicable governmental and quasi-governmental authorities, (A) the closing date for any applicable Option Closing, and the date of expiration of the Option Term, each shall be tolled and thereby extended day-by-day for the duration of such approval processing and issuance, and (B) the escalation to the Purchase Price provided for under Section 3 likewise shall be suspended for the duration of such approval processing and issuance, subject, however, to the condition precedent that, with respect to an Option Parcel, such submission shall have been delivered to the City no later than one hundred eighty (180) days prior to the date of expiration of the Option Term. For purposes of this Section 6(c), the term "*SDR Approval*" means final non-appealable approval pursuant to Section 19.18.050 of the Las Vegas Municipal Code of a plan of development for the Site and/or Option Parcels (as the case may be) pursuant to Section 19.18.050 of the Las Vegas Municipal Code.

If any Option Parcel is not so acquired by or for the intended use of any of the Intended Benefited Parties, then such approvals and permits shall be subject to the reasonable approval of the City. In all instances, and regardless of the identity of the grantee under the deed of conveyance for any Option Parcel, the Parties shall effect the grant of such easements and rights of access and cooperation as reasonably may be requested for the mutual development benefit of all of the Option Parcels, without, however, thereby impairing in any material respect the

intended construction, development or use of any such Option Parcel. THIS SECTION 6 SHALL SURVIVE CLOSING OF ANY OPTION PARCEL UNDER SECTION 6.

7. CITY RESTRICTIONS; DEVELOPMENT AND ENVIRONMENTAL MATTERS. For so long as this Agreement shall continue in effect, (i) the City shall undertake no land development or construction activity(ies) on or with respect to any Option Parcel(s) without the prior written consent of the Developer first obtained in each instance, which consent may be granted or withheld and/or conditioned in its sole discretion, and (ii) the City shall not cause or permit any Hazardous Materials (herein defined) to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about any of the Option Parcels by the City, its agencies, agents, employees, contractors or invitees, and shall comply with all Environmental Laws in the event any Hazardous Materials are discovered. With respect to any Option Parcel, the City shall indemnify and hold harmless the Developer and its members, affiliates, officers, directors, employees, agents, and successors and assigns (collectively, "*Developer Indemnified Parties*"), from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from a breach or default by the City under clause (i) or (ii) of the preceding sentence, and the presence of any Hazardous Materials on, in or about such Option Parcel existing as of the date such Option Parcel shall be acquired under this Agreement. The City shall promptly notify Developer of any release of Hazardous Materials in on or under any Option Parcel of which City becomes aware of during the pendency of this Agreement, whether caused by the City or any other persons or entities. As used herein, the term "*Hazardous Materials*" shall mean and include any hazardous or toxic materials, substances or wastes as now or hereafter designated under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State, the United States Government, any local governmental authority, or any other entity or jurisdiction ("*Environmental Laws*"), including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, mold, polychlorinated biphenyls ("PCBs"), and freon and other chlorofluorocarbons. THIS SECTION 7 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT AND CLOSING OF ANY OPTION PARCEL UNDER SECTION 5.

8. HELLDORADO RODEO. Developer acknowledges that the City has committed that the Helldorado rodeo event will be held on the Option Parcels for the 2011 event and that such event shall be permitted under this Agreement at the sole risk of the City, subject to the reasonable obligation of the City to restore resulting damage, and, subject, further, to the City's compliance with the provisions of Section 7 relating to Environmental Laws and Hazardous Materials. THIS SECTION 8 SHALL SURVIVE CLOSING OF ANY OPTION PARCEL UNDER SECTION 5.

9. ASSIGNMENT. This Agreement shall be personal to Developer and shall not be assignable in whole or in part by Developer, and Developer shall not directly or indirectly encumber, transfer or convey the ownership interests in Developer (in any instance a "*Transfer*"), without the prior written consent of the City, which consent may be granted or withheld or conditioned by the City in its sole discretion, provided, that the foregoing prohibition on

assignment shall not be deemed to prohibit or impair, and the City hereby consents to and Developer shall have the unilateral right to effect any of the following Transfers (individually and collectively, "*Permitted Transfer(s)*"):

(a) An assignment of this Agreement or the transfer, encumbrance or other conveyance (direct or indirect) of any interest in Developer, provided, that, after giving effect to such Transfer, Andrew B. Donner (and/or any entity(ies) owned and controlled in its entirety by Andrew B. Donner has (i) a direct or indirect material economic interest of at least fifty-one percent (51%) equity holding in the Developer or such transferee and (ii) day-to-day operating control as managing partner or managing member in the Developer or such transferee (it being agreed that the existence of major decision approval rights granted to any other partner(s), member(s), class(es) or other persons, directly or indirectly, shall not defeat or impair the existence of operating control required hereunder); and/or

(b) Transfers (direct or indirect) in connection with any secured indebtedness for the benefit of any Option Parcel, including, without limitation a pledge of this Agreement and/or a mezzanine pledge of the equity interests of the Developer (or any upper tier(s) of the Developer);

(c) any Transfer or change in control due to the death or disability of Andrew B. Donner;

(d) any Transfer to any Intended Benefited Party; and/or

(e) any Transfer to any Unrelated Permitted Transferee.

Developer shall provide the City with written notice of any Permitted Transfer. Except for a Permitted Transfer, any purported Transfer by Developer (or any permitted transferee hereunder) in violation of this Section 9 shall be void at the option of the City. This Agreement shall be personal to the City and shall not be assignable in whole or in part by the City, and any purported assignment by the City in violation of this prohibition shall be void at the option of the Developer.

10. DEVELOPMENT REQUIREMENT. The development of an Option Parcel shall be commenced within the Development Commencement Period, *time being of the essence,* and, development shall be deemed to have commenced only if the Development Requirement with respect to such Option Parcel is satisfied at a minimum. If the Development Requirement is not timely satisfied with respect to any Option Parcel, then the City shall have and hereby reserves the right and option, upon no less than ninety (90) days prior written notice given to the Developer (or any such permitted transferee, as the case may be) to reacquire such Option Parcel at any time within the six (6) calendar month period immediately following the expiration of the applicable Development Commencement Period, it being agreed that (i) closing of such reacquisition shall occur on such specific date and at such specific time as may be mutually convenient for the parties thereto, (ii) such Option Parcel shall be so reacquired in its "as-is" "where-is" condition as of the date of reconveyance, and (ii) the purchase price to be paid by the City for such Option Parcel shall be in an amount equal to the Option Price paid by the

Developer (or any such permitted transferee, as the case may be) for such Option Parcel, *plus* the additional cost of all real estate taxes, third party environmental, design, architectural, engineering, and hard development and construction costs and expenses (including grading), incurred with respect to the Option Parcel from and after the date of its Option Closing hereunder, with such additional cost to be reasonably substantiated to the City timely prior to reconveyance. Notwithstanding the preceding provisions of this Section 10, if any acquisition, development and/or construction financing secured by the lien of a deed of trust or mortgage (including any and all renewals, extensions, modifications, recastings or refinancings thereof, an "*Deed of Trust Lien*") hereafter is granted with respect to an Option Parcel acquired by the Developer (or any such permitted transferee, as the case may be), then, effective with the consummation and recordation of such Deed of Trust Lien, the Development Requirement and the entirety of this Section 10 thereupon automatically shall terminate and expire absolutely. SUBJECT TO THE PRECEDING SENTENCE, THIS SECTION 10 SHALL SURVIVE CLOSING OF ANY OPTION PARCEL UNDER SECTION 10.

11. DISPUTE RESOLUTION. The Parties agree that in the event of a dispute arising from or related to this Agreement or any effort to enforce or interpret any of the terms or provisions hereof, each Party to the Agreement shall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either Party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds all Parties to this Agreement and their successors, and permitted assigns, as applicable. This Section 11 shall survive any termination of this Agreement and shall remain in effect for the resolution of all claims and disputes that may survive such termination. THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

12. CITY ESTOPPEL. Within ten (10) calendar days of request therefor given to the City, the City shall execute, acknowledge and deliver to the requesting party a written estoppel certificate certifying, as of the date of such estoppel certificate, (i) that this Agreement is unmodified and in full force and effect, or if there has been a subsequent modification, that this Agreement is in full force and effect as further modified and setting forth such modifications, (ii) that the City has no knowledge of any then uncured defaults by the Developer of any obligations of the Developer under this Agreement, or, if it has such knowledge, specifying the same in detail, (iii) that the City is not in default under this Agreement, (iv) that the address to which notices to the City should be sent is as set forth in this Agreement, or, if not, specifying the correct address, and (v) any other certifications reasonably requested. Any statement delivered pursuant to this Section 11 may be relied on by the Developer and any other such requesting party, their respective successors and assigns.

13. MISCELLANEOUS PROVISIONS.

(a) Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the respective Parties hereto.

(c) Non-Liability of City Officials and Employees. No official or employee of the City shall be personally liable to Developer for any default or breach by the City, for any amount which may become due to Developer or for any obligation of the City under the terms of this Agreement. Likewise, no member or principal, or employee of Developer shall be personally liable to the City for any default or breach by the Developer, for any amount which may become due to the City or for any obligation of Developer under the terms of this Agreement.

(d) Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; Federal Express or other national courier service; or personal delivery, to the other Party at the following respective addresses, or such other address, as either Party may from time to time designate in writing:

If to the City: Office of Business Development
495 S. Main Street
Las Vegas, NV 89101
Phone: (702)[229-6551]
Attn: William Arent, Director, OBD

And: City Attorney Office
City Hall
495 S. Main Street
Las Vegas, NV 89101
Phone: (702) [229-6629]
Attn: Teri Ponticello

And: Rosenfeld & Rinato
9029 S. Pecos Road, Suite 2800
Las Vegas, Nevada 89074
Phone: (702) 386-8637
Attn: Michael C. Niarchos, Esquire

If to Developer:

Resort Gaming Group, LLC
206 N. 3rd Street
Las Vegas, NV 89101
Attn: Andrew B. Donner
Phone: (702) 953-4320

And: Katten Muchin Rosenman LLP
2900 K Street NW
North Tower – Suite 200
Washington, DC 20007-5228
Phone: (202) 625-3800
Attn: Wendy L. Fields, Esquire

And: Richard L. Tobler, Attorney at Law
3654 N. Rancho Drive
Suite 102
Las Vegas, NV 89130-3179
Phone: (702) 256-6000

(e) Subsequent the City Approvals. Any approvals of the City required or permitted by the terms of this Agreement are authorized to be given by the Chairman of the City or such other person that the City designates in writing to Developer. If there is no time specified herein for the City's approval, Developer may submit a letter requiring the City's approval within ten (10) days after submission to the City or such approvals shall be deemed granted.

(f) Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes the Recitals to this Agreement and Exhibits A and Exhibit B attached hereto, all of which hereby are incorporated herein by reference. All amendments to this Agreement must be in writing and signed by the appropriate authorities of the City and by Developer. Any waiver of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

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

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

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

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

(k) No Third Party Beneficiaries. Nothing in this Agreement 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 Agreement.

(l) Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified. "*Business days*" means all days other than Saturdays, Sundays, holidays and other days on which federal or state banks doing business in the State of Nevada are permitted to close. Wherever in this Agreement any provision governs the date of commencement or expiration of any time period, or the date of occurrence of any act or event, if any such date otherwise would fall on a day other than a business day, then such date instead shall be deemed for all purposes of this Agreement to commence or expire, or occur, as the case may be, on the next succeeding business day.

(m) Construction. Each of the Parties acknowledges that it has been represented by legal counsel in the negotiation and delivery of this Agreement, and accordingly agree that this Agreement shall be interpreted and construed in accordance with its plain meaning and without reliance upon, or implication, inference or assumption arising from, the fact that this Agreement may have been drafted, in whole or in part, for or on behalf of any party hereto.

(n) Further Assurances. Each Party will, whenever as reasonably requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

14. REOCRDATION. At the option and written request of the Developer (but only at the option and written request of the Developer), either this Agreement or a memorandum of this Agreement shall be placed of public record.

[SIGNATURES ON THE NEXT PAGE]

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

CITY
City of Las Vegas, Nevada

By: _____
Oscar B. Goodman, Mayor

DEVELOPER

RESORT GAMING GROUP, LLC, a Nevada limited liability company

By: _____
Andrew B. Donner
Manager

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2012 by _____, as _____, a signatory to the within Option Agreement.

WITNESS my hand and official seal.

_____
Notary

[Notarial Seal] My commission Expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2012 by _____, as _____, a signatory to the within Option Agreement.

WITNESS my hand and official seal.

_____
Notary

[Notarial Seal] My commission Expires: _____

EXHIBITS A
LEGAL DESCRIPTION AND PLAN; OPTION PARCELS

[Attached]

EXHIBIT B

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the ___ day of _____, 20__ (the "Effective Date"), by and between by and between the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (the "City"), and [_____ _____], ("Tenant"). The City and Tenant also are individually and collectively referred to herein as "Party(ies)".

RECITALS

A. The City and Tenant (as successor by assignment to RESORT GAMING GROUP, LLC, a Nevada limited liability company) are parties to that certain Disposition and Development Agreement, approved by the City Council of the City of Las Vegas, Nevada and dated effective December 1, 2010 (as heretofore amended, the "DDA").

B. Pursuant to the DDA and on even date herewith, the City sold and conveyed to Tenant, and Tenant purchased and acquired from the City, fee title to the property commonly known as the City of Las Vegas City Hall, together with related structured parking and facilities and the KCLV TV Studio, located at 400 Stewart Avenue, Las Vegas, Nevada (APN 139-34-501-003) and 221 North Las Vegas Boulevard (APN 139-34-510-045), as more particularly described on Exhibit A thereto (the "Acquisition Property").

C. As part of the sale and conveyance of the Acquisition Property, on even date herewith, the Tenant executed and delivered to the City subordinate purchase money financing as more fully described in the DDA (the "Purchase Money Financing").

D. As of the date hereof, the Acquisition Property is the subject of a lease (the "Zappos Lease") between Tenant and Zappos.com, Inc. ("Zappos").

E. Pursuant to the DDA, the Parties have agreed to enter into this Lease to provide for surface parking for the use of Zappos in connection with the Zappos Lease.

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

"Affiliate" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of a Controlling Interest.

"Business days" means all days other than Saturdays, Sundays, holidays and other days on which federal or state banks doing business in the State of Nevada are permitted to close.

"City" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"City's Address" means 495 S. Main Street, Las Vegas, NV 89101; Attention: Office of Business Development.

"City Indemnified Parties" has the meaning set forth in Section 6.02.

"Commencement Date" means the "Rent Commencement Date" under the Zappos Lease.

"Controlling Interest" means the material economic ownership, directly or indirectly, of 51% or more of the equity interests in a Person or the governing body of such Person, and day-to-day operating control of such Person or the governing body of such Person (it being it being agreed that the existence of major decision approval rights granted to any other Person, directly or indirectly, shall not defeat or impair the existence of operating control required hereunder).

"Effective Date" has the meaning set forth in opening paragraph of this Lease.

"Laws" means all applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Effective Date applicable to the Site, the Premises and/or the Tenant Improvements.

"Lease Interest Rate" means the lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as the City shall determine) or (ii) the maximum interest rate permitted by law.

"Lease Term" means that period commencing on the Commencement Date and expiring [the last day of the one hundred eightieth (180th) full calendar month after the Commencement Date]. [CONFORM TO ZAPPOS LEASE]

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"Premises Address" means _____, Las Vegas, Nevada 89101.

"Permitted Assignee" has the meaning set forth in Section 9.02 below.

"Permitted Uses" has the meaning set forth in Section 5.01 below.

"Premises" means the Site and any Tenant Improvements.

"Site" means that approximately ____ acre parcel of real property legally described on Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto.

"Tenant's Address" means _____.

"Tenant Improvements" means any improvements to be constructed on the Site by Tenant pursuant to Section 3.01 at Tenant's sole cost and expense, as generally described on Exhibit "C" attached hereto.

Section 1.02 RENT. As additional consideration to Tenant (or its predecessor-in-interest) under the DDA and as a material inducement to Tenant to perform its obligations under the DDA, the City agrees that the Lease of the Site to Tenant will be at no charge or base or other rental except as provided in Section 2.03 below.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM. The City hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from the City, for the Lease Term. This Lease shall automatically expire at the end of the Lease Term unless extended by mutual agreement of the Parties, and Tenant agrees that upon such expiration, the City and its Affiliates shall have no obligation to provide any parking whatsoever in connection with the development of the Acquisition Property.

Section 2.02 DELIVERY OF POSSESSION: TENANT'S QUIET ENJOYMENT. The City will deliver to Tenant possession of the Premises on the Effective Date. The City hereby covenants that Tenant shall at all times during the Lease Term quietly have, hold and enjoy the Premises without any disturbance from the City or any Person claiming through the City or any of its Affiliates which would interfere with Tenant's use of the Premises.

Section 2.03 HOLDING OVER. Tenant shall vacate the Premises upon the expiration of the Lease Term. If Tenant does not vacate the Premises upon the expiration of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance, except that Tenant shall pay the City a rent of Five Hundred Dollars ($500.00) per day for each day that Tenant holds over after the expiration of the Lease Term. Nothing contained in this Section 2.03 shall be construed as consent by the City to any holding over of the Premises by Tenant, and the City expressly reserves the right to require Tenant to surrender possession of the Premises to the City upon the expiration of this Lease.

ARTICLE 3
TENANT IMPROVEMENTS

SECTION 3.01 TENANT IMPROVEMENTS. Tenant and the City agree that Tenant shall construct on the Site the Tenant Improvements at Tenant's sole cost and expense and otherwise in accordance with the terms and conditions of Section 6.05 below. Tenant agrees that the City shall have no obligation whatsoever in connection with the improvement of the Site and the Tenant Improvements.

ARTICLE 4
CHARGES PAYABLE BY TENANT

Section 4.01 OPERATING COSTS. The Parties acknowledge that from and after the Commencement Date, Tenant shall be responsible for all repairs and maintenance required to the Premises and for the provision and payment of all utilities and services at the Premises, including but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises.

Section 4.02 PERSONAL PROPERTY TAXES. Tenant shall pay all taxes charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use its best efforts to have its personal property taxed separately from the Premises. If any of Tenant's personal property is taxed with the Premises, Tenant shall pay the City the taxes for the personal property within fifteen (15) business days after Tenant receives a written statement along with a copy of the

personal property bills from the City for such personal property taxes.

Section 4.04 INSURANCE.

(a) Tenant shall, at Tenant's sole expense, maintain a policy of Commercial General Liability insurance insuring Tenant, and the City as an additional insured, against liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be on a claims made basis providing single-limit coverage in an amount not less than Two Million Dollars ($2,000,000) per occurrence. However, the limit of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. Such policy shall contain the following provision: "Such insurance as afforded by this policy for the benefit of the City shall be primary as respects any claims, losses or liabilities arising out of the use of the Premises by the Tenant or by Tenant's operation and any insurance carried by the City shall be excess and noncontributing." The policy shall insure Tenant's performance of the indemnity provisions of Section 5.05.

(b) Tenant shall, from time to time, at Tenant's sole expense, obtain and maintain other types of insurance as the City may reasonably require in form, in amounts and for insurance risks against which a prudent the City would protect itself.

(c) Insurance required to be maintained by Tenant hereunder shall be in companies holding a "General Policyholders' Rating" of "A-" or better and a "financial rating" of 7 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as the City shall approve, in its reasonable discretion. Tenant shall promptly deliver to the City, on or before the Commencement Date, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to the City. Tenant shall, within thirty (30) days prior to the expiration, cancellation or reduction of such policies, furnish the City with renewals or certificates thereof. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies required under this Lease. Notwithstanding the above, Tenant shall have the right to maintain such insurance through a program of self insurance or from a carrier which provides coverage to or for Tenant or its Affiliates or its subtenants or their Affiliates.

Section 4.05 INTEREST ON PAST DUE OBLIGATIONS. Any amount owed by Tenant to the City which is not paid when due shall, at the City's election, bear interest at the Lease Interest Rate commencing ten (10) days after the date such payment was due. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES. The City and Tenant acknowledge that Tenant will be operating the Premises solely as a surface parking lot for the use of Tenant, any Permitted Assignee and any Affiliate thereof, and their respective agents, guests and invitees. Tenant shall not use the Site or the Premises for any other use whatsoever.

Section 5.02 MANNER OF USE. Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which interferes with the lawful rights of Persons operating or residing in areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises. The City makes no representation or warranty as to the suitability of

the Premises for Tenant's intended use or whether such use complies with all such Laws.

Section 5.03 HAZARDOUS SUBSTANCES; COMPLIANCE WITH LAWS.

(a) Defined Terms. The term "Hazardous Substance" as used in this Lease shall mean means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof) and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant under, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law. The term "Environmental Law" means any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and NRS Chapter 459.

(b) Compliance with Environmental Laws. Tenant, and its subtenants, shall not engage in any activity in or about the Premises in violation of Environmental Laws without the express prior written consent of the City.

(c) Duty to Inform The City. If Tenant shall discover any Hazardous Substance on the Site requiring corrective action under any Environmental Laws, Tenant will give written notice thereof to the City. Tenant shall not use disturbed soils known by the Tenant as contaminated for restoration of the Site, and instead shall store the same (through use of a properly licensed contractor), at the City's cost and for treatment or disposal by the City in compliance with applicable Environmental Laws. In the event that Tenant desires to bring on or allow to be present on the Site any Hazardous Substance, Tenant shall provide the City with written notice thereof together with a description of such Hazardous Substance and any other information reasonably requested by the City.

(d) Indemnification. Tenant shall indemnify, protect, defend and hold the City Indemnified Parties and the City's lenders and ground lessor, if any, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or at the direction of Tenant, Tenant's subtenants or by anyone under Tenant's or Tenant's subtenants' control. Tenant's obligations under this Section 5.03(d) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant or Tenant's subtenants, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration of this Lease. No termination, cancellation or release agreement entered into by the City and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by the City in writing at the time of such agreement. Tenant's indemnity obligations shall survive any expiration of this Lease.

(e) Inspection; Compliance with Law. The City, the City's agents, employees, contractors and designated representatives shall have the right to enter the Premises, including any portions that have been subleased, at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant and is subtenants with this Lease and all applicable Environmental Laws, and the City shall be entitled to employ experts and/or consultants in connection therewith to advise the City with respect to Tenant's and such subtenant's activities,

including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The reasonable costs and expenses of any such inspections shall be paid by the party requesting same, unless a default of this Lease by Tenant or a violation of Environmental Laws or a contamination, caused or contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination and such inspection reveals a violation of caused by Tenant. In such case, Tenant shall upon request promptly reimburse the City for the reasonable costs and expenses of such inspections.

(f) Tenant's Compliance with Law. Tenant shall, at Tenant's sole cost and expense, materially comply, and cause its subtenants to materially comply, with all applicable Laws. Tenant shall, within five (5) business days after receipt of the City's written request, provide the City with copies of all documents reasonably requested by the City to evidence Tenant's or subtenant's compliance with this Section 5.03(f).

Section 5.04 SIGNS AND AUCTIONS. Tenant shall not place any signs on the Premises without the City's prior written consent which consent will not be unreasonably withheld. Tenant shall not conduct or permit any auctions or sheriff's sales at the Premises.

Section 5.05 INDEMNITY. Tenant shall indemnify and hold harmless the City Indemnified Parties from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or in connection with (i) Tenant's use of the Premises during the Lease Term, including without limitation, any use of the Premises by Tenant's subtenants, or (ii) the conduct of Tenant's and/or its subtenants' businesses, or (iii) any activity, work or things done, permitted or suffered by Tenant or Tenant's subtenants in or about the Premises during the Lease Term. Tenant shall further indemnify and hold harmless the City Indemnified Parties from and against any and all claims, loss, damage, expense (including reasonable attorneys' fees), penalty or charge arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's subtenant's, agents, contractors, or employees, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against the City by reason of any such claim, the City may require Tenant, upon notice from the City, to defend the same at Tenant's expense by legal counsel reasonably satisfactory to the City. Tenant, as a material part of its consideration to the City, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause, except for the negligence or willful misconduct of the City and Tenant hereby waives all claims in respect thereof against the City. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section 5.05 shall survive the expiration of this Lease.

Section 5.06 THE CITY'S ACCESS. The City or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose the City reasonably deems necessary. In exercising the rights reserved in this Section, the City shall use reasonable efforts to minimize disruption of Tenant's and it subtenants' businesses.

ARTICLE 6
CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01 EXISTING CONDITIONS. Tenant acknowledges and agrees that the Premises are to be leased to and accepted by Tenant in an "as is" condition with, if any, all faults and defects. The

City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Premises or any of such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, occupation or management of the Premises, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Premises. Tenant acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the lease of the Premises and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

Section 6.02 EXEMPTION OF THE CITY FROM LIABILITY. Except for matters occurring after the Commencement Date which arise from the City's negligence or willful misconduct (and provided that this introductory clause shall not in anyway limit Tenant's agreements under Section 6.01 above) or for matters which have occurred prior to the Commencement Date, the City, its governing council, officers, managers, directors, shareholders, members, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold the City, its Affiliates and their officers, managers, directors, shareholders, members, agents, servants and employees (the "City Indemnified Parties") harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's subtenants, employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant.

Section 6.03 THE CITY'S OBLIGATIONS. The City shall have no obligations whatsoever to repair or maintain in any way the Premises, or any portion thereof. Tenant expressly waives the benefit of any law, including case law, statute, rule or regulation in effect now or in the future which might give Tenant the right to make repairs at the City's expense or to terminate this Lease due to the City's failure to keep the Premises in good order, condition and repair. Tenant shall have no rights whatsoever to offset or deduct any amounts whatsoever against any sums due the City under this Lease for any such repair or maintenance.

Section 6.04 TENANT'S OBLIGATIONS. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all equipment, fixtures, additions and improvements thereof in good order and condition and shall make all ordinary and necessary repairs, renewals, and replacements with respect to the Premises. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace such portion of or system or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term. If Tenant fails to maintain or repair the Premises as required by this Section 6.04, the City may, upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises, including any subleased portions, and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall pay to the City promptly upon demand for all costs incurred in performing such maintenance or repair.

Section 6.05 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Except for the Tenant Improvements, Tenant shall not make any alterations, additions, or improvements to the Premises without the City's prior written consent. In connection with Tenant's request for such consent, Tenant shall deliver to the City, for the City's approval prior to any construction, a complete set of plans and specifications for the proposed alterations, additions or improvements, copies of contracts with general contractors, evidence of contractor's insurance and bonds, and

all necessary permits for such construction. The City may require Tenant to provide demolition and/or lien and completion bonds in form and amount reasonably satisfactory to the City. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 6.05(a) upon the City's written request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable Laws. The City's approval of the plans, specifications and working drawings for Tenant's alterations shall create no responsibility or liability on the part of the City for their completeness, design, sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any such work, Tenant shall provide the City with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give the City at least ten (10) days prior written notice of the commencement of any work on the Premises. The City may elect from time to time to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises or any part thereof. If any claim or lien or notice of claim or lien on account of an alleged debt of Tenant or any notice of contract or Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within fifteen (15) days after demand from the City commence actions to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided, that in all events that such shall be completed prior to the time that any such claim or lien can be enforced and/or foreclosed as reasonably determined by the City. If Tenant shall fail to cause such claim or lien or notice of claim or lien or other Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, the City may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event the City shall be entitled, if the City so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by the City and all interest, costs and expenses, including reasonable attorneys' fees, incurred by the City in connection therewith shall be paid by Tenant to the City within ten (10) days of demand. No work which the City permits Tenant to do shall be deemed to be for the immediate use and benefit of the City and no mechanics' or other claim, lien or other Charge shall be allowed against the estate, rights, title or interests of the City by reason of any consent given by the City to Tenant to do work in or about the Premises or provide materials therefor. Prior to commencement of any work or the delivery of any material to the Premises by any contractor, subcontractor or materialman (herein collectively called "Contractor"), Tenant shall deliver to the Landlord a signed and acknowledged waiver (or release) of liens from each such Contractor in a form reasonably approved by Landlord, and, to the extent permitted by law, Tenant shall at Tenant's expense cause a duly executed and notarized counterpart of any such waiver or release to be recorded in the Office of the Clark County Recorder.

Section 6.06 CONDITION UPON TERMINATION. Upon the termination of this Lease, Tenant shall surrender the Premises to the City, broom clean and in the same condition as received except for (i) the Tenant Improvements and (ii) alterations approved by the City and (iii) ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

ARTICLE 7
RESERVED

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION. If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise, in each instance by the United States or State of Nevada, or shall be sold in lieu of condemnation by either of the foregoing governmental entities, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to the City.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 THE CITY'S CONSENT REQUIRED. No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without the City's prior written consent which may be withheld in the City's sole discretion; provided, however, Tenant may sublet or assign its interest in this Lease to an Affiliate of Tenant, Zappos, the Chairman of the Board of Zappos as of the Effective Date of the DDA, or any joint venture, partnership or other contractual relationship or arrangement between Tenant or its Affiliate and Zappos or such Chairman, or any recognized institution or private equity or REIT transferee whose ordinary and usual business is or includes the purchase, sale and/or other investment in real property or real property interests, or the purchase, sale, advance and/or investment in debt and debt instruments and having or having under management gross assets with a fair market value in the aggregate of more than Two Hundred Fifty Million Dollars ($250,000,000) in connection with a sale or transfer of the Acquisition Property to such institutional or private equity or REIT transferee (the foregoing, collectively, a "Permitted Assignee"), without the City's consent. Tenant shall give no less than thirty (30) days notice of any such assignment or sublease to a Permitted Assignee accompanied with sufficient information evidencing the Controlling Interest requirement if to an Affiliate. Notwithstanding the foregoing, in the event Tenant sells or encumbers the Acquisition Property as permitted by the Purchase Money Financing, then Tenant shall have the right without the City's consent to pledge Tenant's interest in this Lease in connection with such encumbrance and to assign its interest in this Lease in connection with any such sale.

Section 9.02 NO RELEASE OF TENANT. No transfer consented to by the City (excluding a transfer, assignment or sublet to a Permitted Assignee), including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, the City may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Consent to one transfer shall not constitute a consent to any subsequent transfer. The City may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without obtaining Tenant's consent. Such action shall not relieve Tenant of its liability under this Lease.

Section 9.03 NO MERGER. No merger shall result from Tenant's sublease of the Premises under this Article Nine or Tenant's surrender of this Lease. In any such event, the City may succeed to the interest of Tenant as sublandlord thereunder.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 EVENTS OF DEFAULT. The City and Tenant agree that Tenant shall be in material default under this Lease upon the occurrence and continuance of any of the following after the

passage of any applicable notice and cure period:

(a) Tenant fails to pay any charge required to be paid by Tenant within ten (10) days after receipt of written notice from the City that such change is past due;

(b) Tenant fails to perform any of Tenant's material nonmonetary obligations under this Lease for a period of thirty (30) days after receipt of written notice from the City; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within such thirty (30) day period and thereafter diligently pursues its completion, provided, however, that in all events performance is completed within no longer than ninety (90) days;

(c) The City has foreclosed on its interest under the Purchase Money Financing and (a) either (i) the City has acquired the Acquisition Property through such foreclosure or (ii) the Acquisition Property has been acquired by a third party as a result of such foreclosure, and (b) the Zappos Lease is no longer in effect.

Section 10.02 REMEDIES. On the occurrence and continuance of any Event of Default, the City may, at any time thereafter, with or without notice or demand, as its sole remedy (subject to the final sentence of this Section 10.02), have the right (at the City's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which an Event of Default has occurred and is continuing, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. The City shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse the City within (10) days of demand for any costs and expenses incurred by the City in connection with the performance by the City of Tenant's obligations under this Lease. In the event that Tenant fails to so reimburse the City, the City shall have the right to seek damages by any legal action notwithstanding the terms and provisions of Section 13.15 hereunder. Notwithstanding the foregoing, the City shall have the right to terminate Tenant's possession of the Premises solely with respect to a continuing Event of Default under Section 10.01(c) above, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to the City, and Tenant agrees to reimburse the City within (10) days of demand for any costs and expenses incurred by the City in connection therewith with the right of the City to collect such costs and expenses pursuant to this Section 10.02.

Section 10.03 CUMULATIVE REMEDIES. The City's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE 11
ESTOPPEL CERTIFICATES

Section 11.04 ESTOPPEL CERTIFICATES. Upon the City's written request, Tenant shall execute, acknowledge and deliver to the City a written statement certifying such matters as may be reasonably required by the City in connection with this Lease. Tenant shall deliver such statement to the City within ten (10) days after the City's written request. Any such statement by Tenant may be given by the City to and relied upon by any prospective purchaser or mortgagee of the Premises.

ARTICLE 12
LEGAL COSTS

Section 12.01 LEGAL PROCEEDINGS. Tenant shall reimburse the City, upon demand, for

any reasonable costs or expenses incurred by the City in connection with any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. If any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action and Tenant shall also indemnify the City Indemnified Parties against and hold the City Indemnified Parties harmless from all costs, expenses, demands and liability incurred by such parties if the City becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect the City's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend the City against any such claim or action at Tenant's expense with counsel reasonably acceptable to the City or, at the City's election, Tenant shall reimburse the City for any reasonable legal fees or costs incurred by the City in any such claim or action.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.01 NON-DISCRIMINATION. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 13.02 THE CITY'S LIABILITY. As used in this Lease, the term "the City" means only the current owner or owners of the fee title to the Premises or the leasehold estate under a ground lease of the Premises at the time in question. Notwithstanding anything to the contrary contained in the Lease, Tenant agrees that it shall look solely to the estate and the property of the City in the land of which the Premises are a part for the collection of any judgment (or other judicial process) requiring the payment of money by the City or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in the event of any default or breach by the City or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents with respect to any of the terms, covenants, and conditions of this Lease to be observed or performed by the City or any other liability of the City or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents in connection, directly or indirectly, with this Lease, and no other assets of the City or its officers, directors, managers, shareholders, members, employees, contractors, servants and/or agents shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

Section 13.03 SEVERABILITY. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.04 INTERPRETATION. The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, successors or others using the Premises with Tenant's expressed or implied permission.

Section 13.05 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.06 NOTICES. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; Federal Express or other national courier service; or personal delivery, to the other Party at Tenant's Address or the City's Address, as applicable, and as specified in Section 1.01above (or such other address as either Party may from time to time designate in writing). All notices shall be effective upon receipt or delivery refused.

Section 13.07 WAIVERS. All waivers must be in writing and signed by the waiving party. The City's or Tenant's failure to enforce any provision of this Lease or the City's acceptance of rent shall not be a waiver and shall not prevent the City from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on the City, and the City may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.08 NO RECORDATION. Tenant shall not record this Lease without prior written consent from the City. However, either the City or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded.

Section 13.09 BINDING EFFECT; CHOICE OF LAW. This Lease binds any party who legally acquires any rights or interest in this Lease from the City or Tenant. However, the City shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 13.10 AUTHORITY. The Person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds Tenant. Tenant shall provide to the City, at its request, written evidence reasonably satisfactory to the City that Tenant's execution of this Lease has been duly authorized, and a certificate of good standing or its equivalent that confirms that Tenant is duly qualified to do business in the state in which the Premises is located.

Section 13.11 JOINT AND SEVERAL LIABILITY. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 13.12 FORCE MAJEURE. Except as otherwise expressly provided in this Lease to the contrary, each Party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of G-d, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 13.13 EXECUTION OF LEASE; FACSIMILE TRANSMISSION. This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall

constitute a single binding instrument. The delivery of this Lease by the City to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

Section 13.14 BROKERS AND LEASING AGENTS. The City represents and warrants to Tenant, and Tenant represents and warrants to the City, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, each Party shall indemnify, save harmless and defend the other Party from and against such claims if they shall be based upon any statement or representation or agreement made by such Party.

Section 13.15 DISPUTE RESOLUTION. By entering into this Lease, the Parties agree that in the event of a dispute arising from or related to this Lease or any effort to enforce or interpret any of the terms or provisions hereof, each Party to this Lease shall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either Party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds all Parties to this Lease and their successors, and permitted assigns, as applicable. This Section 13.15 shall survive any termination of this Lease and shall remain in effect for the resolution of all claims and disputes that may survive such termination. THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

IN WITNESS WHEREOF, the City and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed all Exhibits which are attached to this Lease.

THE CITY:

CITY OF LAS VEGAS NEVADA

By: _____
_____, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____
Date

TENANT:

_____

By: _____

Attachments:

Exhibit "A" - Legal Description of Site
Exhibit "B" - Depiction of Site
Exhibit "C" – Tenant Improvements

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Andrew B. Donner/Managing Member	206 N. 3rd Street, Las Vegas, NV 89101	(702) 953-4320
2.			
3.			
4.			
5.			
6.			

7.			
8.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

By: _____

Name Andrew B. Donner,
Its: Managing Member

11-29-10
Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

November 29, 2010 (date) by

Andrew B. Donner (name of person)

Marilyn Saldaña
Notary Public -

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

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding the Assignment and Assumption of the Purchase and Sale Agreement for the property located at 405 North 6th Street, totaling approximately .31 acres, from Resort Properties Group, LLC to the City of Las Vegas - Ward 5 (Barlow) [NOTE: This item is related to Council Item 73]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,760,000
Funding Source: Industrial Revenue Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The purpose of the Assignment and Assumption is to allow the city to purchase a parcel of land that helps complete the city's land assemblage northeast of Las Vegas Boulevard and Stewart Avenue which are also the option parcels identified in the Disposition and Development Agreement between Resort Gaming Group and the city. Adding this parcel to the city's assemblage and subsequently the option agreement provides a greater opportunity for Zapppos.com to develop a more cohesive corporate campus. The purchase price for the parcel is $1,750,000 plus an additional $10,000 to cover expenses associated with due diligence, legal and professional services directly related to the purchase of the property.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Assignment and Assumption
2. Site Map
3. Disclosure of Principals

ASSIGNMENT AND ASSUMPTION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby are acknowledged, effective as of June 15, 2011 (the "Effective Date"), being the date of approval of this assignment and assumption by the City Council of the City of Las Vegas, Nevada, RESORT PROPERTIES GROUP, LLC, a Nevada limited liability company ("Assignor"), hereby transfers, conveys and assigns unto the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Assignee"), all right, title and interest of Assignor in and to the following:

(i) That certain Purchase and Sale Agreement by and between Russell A. Gullo, as Seller ("Seller"), and Assignor, as Purchaser, dated effective as of November 17, 2010, as amended by Addenda to the Purchase and Sale Agreement dated November 17, 2010, as further amended by Amendment to Escrow Instructions dated December 21, 2010 and as further amended by Amendment to Escrow Instructions dated February 22, 2011, a copy of which is attached hereto and made a part hereof as Exhibit A (as amended, the "Purchase Agreement"), with respect to the sale and purchase of certain Property as defined in the Purchase Agreement (the "Gullo Property"), including, without limitation, certain land containing approximately .31 acres and located in Las Vegas, Nevada; and

(ii) the Deposit held thereunder in the amount of $250,000.00.

The Assignee hereby accepts the assignment of the foregoing (the "Assigned Property"), hereby assumes the obligations of the Assignor under the Purchase Agreement in accordance with its terms, and hereby designates the following parties and addresses for the giving of notice under the Purchase Agreement:

Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Phone: (702) 229-6551
Attn: William Arent, Director, OMB

And: City Attorney Office
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Attn: Teri Ponticello

And: Rosenfeld & Rinato
9029 S. Pecos Road, Suite 2800
Las Vegas, Nevada 89074
Phone: (702) 386-8637
Attn: Michael C. Niarchos, Esquire

In furtherance of the forgoing assignment and assumption, the parties hereby covenant and agree as follows:

1. Representations and Warranties. Assignor represents and warrants to and covenants with Assignee that Assignor has not assigned any interest in or to the Purchase Agreement to any third party other than the Assignee, and no other such third right or claim exists. Assignor further represents and warrants to Assignee that: (a) the Purchase Agreement as described in clause (i) above constitutes all of the agreements, documents and writings between Assignor and Seller governing the purchase and sale of the Property as of the Effective Date, and (b) the Purchase Price to be paid to Seller under the Purchase Agreement as of the Effective Date is $1,750,000.00, including $250,000.00 of Deposit heretofore paid (and applicable to the Purchase Price at closing), an advance broker commission of $5,000 heretofore paid (and applicable as a buyer credit under the Purchase Agreement), and an additional $25,000.00 heretofore paid outside of escrow pursuant to the December 21, 2010 Amendment to Escrow Instructions (and not applicable to but in addition to the Purchase Price payable at closing). If as of the Effective Date the Purchase Price to be paid to Seller under the Purchase Agreement as of the Effective Date exceeds $1,750,000.00, then Assignor hereby agrees to cure the attendant breach of representation and warranty set forth in clause (b) aforesaid by promptly paying to Assignee the amount of such excess in order to permit Assignee to timely close the acquisition of the Property. Assignor and Assignee represent and warrant to and covenant with each other that it has full power and authority to execute and deliver this Assignment and Assumption, and the person(s) executing this Assignment and Assumption on behalf of such party has been authorized to so execute and deliver this instrument.

2. Consideration. In consideration of the assignment herein effected from Assignor to Assignee, contemporaneously herewith (but in no event later than 10 calendar days after the date hereof), Assignee shall reimburse to Assignor the sum of $260,000 and representing the aggregate $250,000 amount of deposits heretofore made under the Purchase Agreement (to be applied against the Purchase Price at closing), and up to but not to exceed $10,000 in order (i) to reimburse Assignor's reasonably substantiated legal, due diligence and professional costs and expenses, and (ii) to reimburse the advance by Assignor of the $5,000 brokerage commission heretofore paid pursuant to that certain Commission Advance Agreement dated as of March 7, 2011 (collectively, the "Consideration").

3. Re-Assignment. If for any reason the City shall not have acquired fee title in and to the Gullo Property on or prior to September 1, 2011, then and in such event and notwithstanding any provision express or implied set forth in that certain Disposition and Development Agreement dated effective December 1, 2010, as amended through the date hereof, the Assignor shall have the unilateral right and authority upon ten (10) days prior written notice given to Assignee to require the Assign reassign to the Assignor the Assigned Property for the same Consideration hereinabove provided for the benefit of Assignor and otherwise in the form of this Assignment and Assumption.

4. Further Assurances. Assignor agrees upon request of Assignee promptly to execute all such instruments and agreements, and to take all such actions, as may be necessary,

desirable, or appropriate to further confirm the assignment and assumption made hereby, and to vest in Assignee all right, title and interest of Assignor under the Purchase Agreement.

5. Indemnification. Assignor agrees to indemnify defend and hold Assignee harmless from and against any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to Assignor's performance or failure to perform under the Purchase Agreement or activities, investigation or use of the Property prior to the Effective Date. Assignee agrees to indemnify defend and hold Assignor harmless from and against any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to Assignee's performance or failure to perform under the Purchase Agreement or activities, investigation, ownership or use of the Property as of the Effective Date and hereafter.

6. Counterparts. This Assignment and Assumption may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

7. Governing Law. This Assignment and Assumption shall be deemed to be made under the laws of the State of Nevada, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, Assignor and Assignee duly have executed this Assignment and Assumption effective as of the Effective Date set forth above.

ASSIGNOR:	**ASSIGNEE:**
Resort Properties Group, LLC, a Nevada limited liability company By:_____ Todd Kessler, Manager	City of Las Vegas, Nevada By: _____ Oscar B. Goodman, Mayor ATTEST: _____ Beverly K. Bridges, MMC City Clerk APPROVED AS TO FORM: Rosenfeld & Rinetti By: [signature] Of Counsel Date 6-7-11

Exhibit A

Purchase and Sale Agreement

1. **BINDING AGREEMENT**: Resort Properties Group, LLC, and/or Nominee or Assignee ("**Buyer**") and Russell A. Gullo ("**Seller**") hereby acknowledge and agree that this Purchase and Sale Agreement (the "Agreement") does hereby constitute a binding agreement by and between the parties hereto. This Agreement shall be deposited with Chicago Title Company – Jennifer Reinink ("Escrow Holder"). Seller agrees to sell and Buyer agrees to buy in accordance with and upon the terms, provisions and conditions set forth herein, that certain real property and improvements ("Property") owned by Seller, generally located at 405 N. Sixth Street., Las Vegas, NV 89101 and further described as follows:

Assessor's Parcel Numbers 139-34-512-102 containing approximately .31 acres (The exact legal description shall be provided in Escrow and affixed to this Agreement as **"Exhibit A"**.)

The "Property" shall include all of the following:

A. The land as described on Exhibit A together with all rights, privileges and easements appurtenant to the land, and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and all of Seller's right, title and interest in and to all improvements, buildings, roads, easements, rights-of-ways and alleys upon or adjoining or servicing the Property (collectively, the "**Property**");

2. **PURCHASE PRICE.** The Purchase Price to be paid by Buyer to Seller for the Property shall be: **One Million Six Hundred Fifty Thousand Dollars and 00/100 Dollars ($1,650,000.00)**, cash or certified funds.

3. **EARNEST MONEY DEPOSIT.** Buyer shall pay an earnest money deposit of **Twenty-Five Thousand Dollars ($25,000.00)** directly to Seller upon execution hereof in the form of a check (the "**Deposit**"). The Deposit shall be non-refundable to Buyer. Seller hereby acknowledges receipt of the Deposit.

4. **ESCROW.**

A. **OPENING OF ESCROW.** For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received a fully executed Agreement, which shall be deemed to occur not later than three (3) business days after the date after mutual execution of this Agreement ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Closing Date, as defined in Paragraph 4(B) below. In addition, Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

B. **CLOSE OF ESCROW.** Close of Escrow shall be on or before the sooner of Thirty (30) days following expiration of the Review Period ("**Close of Escrow**"), or December 27, 2010.

5. **TITLE REPORT.** Within five (5) business days from the Opening of Escrow, Jennifer Reinink at Chicago Title Company shall deliver to Buyer a current preliminary title report (the "**Title**

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Report") showing the conditions of title to the Property, together with legible copies of all instruments and documents referred to in the Title Report. Buyer shall have Twenty (20) days from receipt of the Title Report in which to notify Seller of any objections to such title or to any terms and conditions of the underlying instruments and documents. Buyer waives all objections if Buyer does not notify the Seller in writing of its objections within the expiration of the Twenty (20) day review period. All such matters approved by Buyer shall be deemed **"Approved Conditions of Title."** If Buyer shall object to any such defects, and Seller fails to, advises that it will not cure, or cannot cure said defects by the Close of Escrow, Buyer shall have the right to terminate this Agreement by notice to Seller prior to the Close of Escrow and be entitled to the reimbursement of the Deposit. Notwithstanding the foregoing, Buyer hereby objects to all monetary liens of record against the Property, which matters, unless otherwise mutually agreed, shall be required to be removed from title at the Close of Escrow. Seller's cure of said defects may include, at Buyer's discretion, the payment or bonding by Seller of any outstanding liens, encumbrances, money judgments assessment or any other monetary charges against the Property from proceeds at closing, or indemnifying Buyer from the results of any outstanding litigation related to the Property.

6. **CONVEYANCE OF TITLE.** At Close of Escrow, Seller shall convey to Buyer or Buyer's nominee or assignee, free and clear title to the Property by a Grant, Bargain, and Sale Deed (the "**Deed**"), subject only to:

A. A lien to secure payment of real estate taxes not delinquent; and
B. The Approved Conditions of Title disclosed by the Title Report described in Paragraph 5 hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 5 hereof.

Seller covenants and agrees that during the term of this Escrow, it will not cause or permit title to be further encumbered without Buyer's prior written consent, which consent shall be in Buyer's sole discretion. In the event any new or intervening recording is not approved by Buyer, Buyer, after its review of same, shall be entitled to approve or reject the condition, and if Seller does not or cannot remove said matter prior to the Close of Escrow, then Buyer may terminate this Agreement and recover its Deposit.

Buyer will designate vesting at the Close of Escrow. Seller consents to Buyer's assignment to a qualified 1031 intermediary, if Buyer elects same.

7. **TITLE POLICY.** Title shall be evidenced by the Title Company's issuance of its CLTA Coverage Owner's Form Policy of Title Insurance ("**Title Policy**") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Conditions of Title. Buyer shall be obligated to pay for the additional costs associated with an ALTA policy and all endorsements above and beyond that of the CLTA policy, if required by Buyer. Seller shall be responsible for the payment of the CLTA portion of the policy.

8. **CONDITIONS TO CLOSE OF ESCROW.**

A. **CONDITIONS TO BUYER'S OBLIGATION.** The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement is contingent upon Buyer's satisfaction of the following conditions for Buyer's benefit on or prior to the end of the Review Period, or the time period specified below. Buyer may, in its sole and absolute discretion, for any reason, or no reason, prior to expiration of the Review Period, cancel the Escrow and the Deposit shall be immediately returned to Buyer from Seller. If Buyer does not cancel the escrow prior to the expiration of the Review Period, Buyer shall have deemed to have approved the condition of the Property (but not title review, the review of which is independent from the review of the condition of the Property).

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(i) **Review and Approval of Documents and Materials**. To the extent Seller has any documents relating to the Property including environmental (Phase I and/or II) reports or audits, soils reports, surveys, plans, specifications, zoning approvals, rent rolls, leases, approvals for the past twenty four (24) months, service, maintenance or other contracts affecting the property, and other documents of significance to the Property (the "**Documents**"), Seller shall deliver all such Documents to Buyer on or before Five (5) days from the Opening of Escrow.

(ii) **Inspections and Studies**. On or before the expiration of the Review Period, Buyer shall conduct all inspections, investigations, tests and studies with respect to the Property as Buyer may elect to make or obtain. The failure of Buyer to disapprove of the Property on or prior to the expiration of the Review Period shall be deemed to constitute Buyer's approval of the Property. The cost of any such inspections, tests and studies shall be borne solely by Buyer. During the term of this Escrow Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property at an agreed upon reasonable time to make inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall not interfere with business operations of the tenant. Buyer shall indemnify and hold Seller and the Property harmless from any and all damage arising out of or resulting from the negligence, willful or intentional acts or contractual obligations arising from Buyer's due diligence or that of Buyer's agents, contractors and/or subcontractors in connection with such entry and/or activities upon the Property.

B. **CONDITIONS TO SELLER'S OBLIGATIONS**. For the benefit of the Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(i) **Buyer's Obligations**. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer including the making of any payments or deposits required herein; and

(ii) **Buyer's Representations**. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

9. **COSTS AND EXPENSES.** The cost and expense of the Title Policy shall be paid as detailed in Paragraph 7, above. Seller and Buyer shall share equally in all other closing costs, except that Seller shall pay all transfer taxes and the full commission referenced in Section 19 below.

10. **PRORATIONS.** Taxes, rents, CAM charges (if any), receipts and other revenues from the Property that have been actually received by Seller or other items which are allocable shall be prorated between Seller and Buyer on the Closing Date, computed as of the Closing Date.

11. **DEPOSITS BY SELLER**. At least two (2) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the Grant, Bargain, and Sale Deed, with grantee being Buyer's designated assignee or nominee, and such other documentations as may be required to close the Escrow or reasonably requested by Buyer.

12. **SELLER'S REPRESENTATIONS.** In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

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A. **Authority**. Seller and its signing representative have the full power and authority to sell the Property.

B. **Pending Litigation**. Seller is not aware of any actions, suits proceedings, or governmental investigations, pending or threatened against or affecting the Property in law or equity.

C. **Hazardous Waste**. Seller has no actual knowledge of contamination, hazardous waste or toxic substance in existence on or below the surface of the land, whether released from the Property or from other properties.

D. **Continual Representation**. The representations of Seller set forth in this paragraph 12 shall be true on and as of the Close of Escrow as if those representations were made on and as of such time.

13. **BUYERS REPRESENTATION**. In consideration of Seller entering into this Agreement and as inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

A. **Legal Authority**. Buyer, its assignee or nominee, has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby. Moreover, the Buyer's execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

B. **Continual Representation**. The representations of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations were made on and as of such time.

14. **DAMAGE OR DESTRUCTION**. In the event of any damage or other loss to the Property prior to the Close of Escrow, by any means whatsoever, including but not limited to damage by earthquake, fire, or release of or exposure to any Hazardous Substances, Buyer may at its discretion terminate this Agreement and immediately be reimbursed its Deposit from Seller; Buyer may still purchase the property provided that Seller shall assign to Buyer at the Close of Escrow all monies to be paid by Seller's insurer, if any, in connection with the damage or loss, and all claims for monies payable from Seller's insurer in connection with the damage or loss.

15. **CONDEMNATION.** If any portion of the Property is taken by condemnation or eminent domain or is the subject of a threatened or pending condemnation or eminent domain proceeding that has not been consummated prior to the Close of Escrow resulting in a decrease in the value of the Property, Buyer may elect either to terminate this Agreement upon written notice to Seller and Escrow Agent, if Buyer reasonably believes that the portion of the Property subject to being taken would materially and adversely affect Buyer's Intended Use of the Property. Alternatively, Buyer may elect to consummate this Agreement, in which event Seller shall assign to Buyer Seller's rights to all awards for the condemnation or taking. Upon termination, neither party shall have any further obligations under this Agreement except as otherwise provided in this Agreement and the Deposit shall be immediately returned to the Buyer.

16. **INTENTIONALLY OMITTED.**

17. **TAX FREE EXCHANGE.** Buyer shall and Seller may, at their option, use this transaction for an I.R.S. Section 1031 exchange. Buyer and Seller will cooperate with each other in this regard to the best of his ability, and at no expense to the other party, and further provided that Closing of Escrow will not be delayed as a result of facilitating the exchange.

18. **ACCEPTANCE.** This Agreement shall be null and void if not signed by both Buyer and Seller on or before **November 10, 2010.**

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19. **BROKERS**. Seller is represented by TBN Realty and Buyer is represented by Resort Properties Group, LLC. From the sales proceeds, Seller shall pay a brokerage commission through escrow in the amount of Six Percent (6%) of the Purchase Price which shall be split between TBN Realty and Resort Properties Group, LLC. Seller and Buyer represent and warrant that other than the above-mentioned Brokers, they have not dealt with any other broker in connection with this transaction. If any person shall assert a claim against either party of a finders fee, brokerage commission or other compensation on account of alleged employment as finder or broker in connection with this transaction, each party shall indemnify and hold the other harmless from and against any breach of the representation contained in this paragraph, and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon, including, but not limited to, counsel, witness fees and court costs, in defending against such claim. Brokers make no representations or warranties with respect to the adequacy of this document for either Seller's or Buyer's particular purposes. Seller and Buyer acknowledge and understand that any financial statements, information, reports, or written materials of any nature whatsoever, as provided by the parties to Broker, and thereafter submitted by Broker to either Seller and/or Buyer, are so provided without any independent investigation by Broker, and such Broker assumes no responsibility or liability for the accuracy or validity of the same. In the event that escrow does not close for any reason no commission will be owed to the brokers mentioned above.

20. **LIQUIDATED DAMAGES, COSTS AND EXPENSES.**

In the event the Close of Escrow does not occur as provided by reason of any default of Buyer, Buyer and Seller agree herein it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore Buyer and Seller hereby agree that a reasonable estimate of the total net detriment Seller would suffer in the event Buyer defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the Deposit and all interest accrued thereon, if any.

In the event the sale of the Property is not consummated due to Seller's failure or refusal to convey title to the Property in accordance with this Agreement, Buyer may, in its sole and absolute discretion, avail itself of any and all other legal and equitable remedies available under Nevada Law to a buyer of real property upon a default by a seller, including, without limitation, the right to terminate the contract and the right to continue this Agreement pending Buyer's action for specific performance and/or damages hereunder, and no such remedy shall be deemed exclusive or to preclude the pursuit of any other remedy. In the event any dispute between Buyer and Seller relating to this contract should result in litigation or arbitration, the prevailing party shall be entitled to all costs and reasonable attorney fees. Nothing prevents Seller from accepting back-up offer(s) from a third party.

21. **NOTICES**: Wherever it shall be required or permitted that notice and demand be given or served by either party its Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by (a) certified mail, return receipt requested, (b) facsimile, or (c) any reliable overnight courier, addressed as follows:

Buyer — Resort Properties Group, LLC
206 N. 3rd St

ARAG

Las Vegas, NV 89101
702-953-4320 – Tel
702-477-0045 - Fax

Sellers: Russell A. Gullo
405 N. Sixth Street
Las Vegas, NV 89101
Tel: 702 - 388-2992
Fax: 702- 388-2992

The notice date shall be deemed to be the date notice was (a) deposited in the US mail, (b) sent via facsimile, or (c) deposited with any overnight courier service. Either party may change such address by written notice to the other.

23. **MISCELLANEOUS.**

A. **Required Actions of Buyer and Seller**. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be reasonably required in order to consummate the purchase and sale herein contemplated and shall use their good faith efforts to accomplish the close of Escrow in accordance with the provisions hereof.

B. **Time of Essence**. Time is of the essence of each and every term, condition, obligations and provisions hereof.

C. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same instrument.

D. **Facsimile**. A facsimile signed copy shall be valid and binding as if an original signature had been obtained.

E. **Amendment to this Agreement**. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

F. **Applicable Law and Exclusive Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, and any action to enforce this agreement shall be filed in Clark County, Nevada.

G. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Buyer shall be entitled, without Seller's consent, to assign all of its right, title and interest in and to this Agreement, or to nominate an entity to act as Buyer.

H. **Captions**. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

I. **No Obligation to Third Parties**. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not to be deemed to confer any rights upon, or obligate any of the parties thereto, to any person or entity other than the parties hereto.

J. **Exhibits**. The Exhibits attached hereto are hereby incorporated herein by this reference.

K. **Waiver**. The waiver of failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

L. **Complete Agreement**. This Agreement constitutes the sole and complete agreement between the parties with respect to the purchase and sale of the Property and supersedes and replaces in their entirety any and all other agreements or understandings whatsoever between the parties, whether oral or written. No amendment or modification of this

ARAG

Agreement shall be effective unless in writing and signed by each signatory of this Agreement.

M. **Seller's & Buyer's Licensing**. One or more of the Sellers and Buyers may be Nevada and/or California licensed Real Estate Agents.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement.

BUYER:

RESORT PROPERTIES GROUP, LLC or assignee/nominee

By: Todd Kessler
Name: Todd Kessler, Manager

Date: 11/17, 2010

SELLER:

By: Russell A. Gullo
Name: Russell A. Gullo

Date: 17/NOV, 2010

RAG

EXHIBIT "A"
PROPERTY DESCRIPTION
(to be affixed by Escrow Agent)

NRAG

ADDENDUM TO THE PURCHASE AND SALE AGREEMENT

This ADDENDUM TO PURCHASE AND SALE AGREEMENT ("Addendum") is made as of the 17 day of November, 2010 by and between Russell A. Gullo ("Seller") and Resort and Properties Group, LLC, and/or Nominee or Assignee ("Buyer").

A. Buyer and Seller entered into a Purchase and Sale Agreement dated November 17, 2010 (the "Purchase Agreement") for the purchase and sale of a property located at 405 N. Sixth Street, Las Vegas, Nevada condominiums as further defined in the Purchase Agreement (the "Property").

B. The parties hereto desire to enter into this Addendum to amend and supplement certain matters set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto now covenant and agree as follows:

1. The following sentence is added to the end of Section 2 of the Purchase Agreement:

> Notwithstanding anything herein to the contrary, Sellers' net proceeds of sale after all transfer taxes, commissions, closing costs and expenses of sale are paid, shall not be less than $1,500,000.00.

2. The following sentence is added to the end of Section 6 of the Purchase Agreement:

> Seller shall retain possession of the Property, free of charge, for 120 days after transfer of title.

3. The second paragraph of Section 20 of the Purchase Agreement is stricken and is replaced with the following language:

> In the event the sale of the Property is not consummated due to default of Seller, Buyer and Seller agree that Buyer's sale and exclusive remedy will be a return of Buyer's deposit and all accrued interest thereon, if any.

4. Section 8 (A) and 8 (A)(I)(II) are stricken from the Purchase Agreement and is replaced with the following new Section 8 (A):

Buyer has had ample opportunity to inspect the Property and agrees to buy it "AS IS."

5. The following sentence is added at the end of Section 9 of the Purchase Agreement:

See Addenda, paragraph 1.

6. This Addendum supplements the Purchase Agreement and all remaining terms and conditions of the Purchase Agreement not modified by this Addendum shall remain in full force and effect. To the extent there is any conflict and/or inconsistency between the terms of this Addendum and the Purchase Agreement, the terms and conditions of this Addendum shall control.

Russell A. Gullo — Date 11/17/10

Resort Properties Group, LLC, and/or Nominee or Assignee — Todd Kessler - Manager — Date 11/17/10

AMENDMENT TO ESCROW INSTRUCTIONS

To: Chicago Title of Nevada, Inc., a Nevada Corporation

Date: February 22, 2011

Escrow No.: 10017702-086-JR

THE ABOVE CAPTIONED ESCROW IS HEREBY AMENDED AND/OR SUPPLEMENTED IN THE FOLLOWING PARTICULARS ONLY:

Buyer agrees to deposit $50,000.00 on the first day of each calendar month beginning March 1, 2011 and continuing up to and including August 1, 2011. Upon receipt of deposits Escrow Agent is hereby instructed to release said amounts to the seller without further written instruction from either party. Said funds shall be non-refundable if purchaser does not close on or before August 31, 2011, however, the funds shall be applicable to the purchase price at close of escrow as agreed herein.

Close of escrow is hereby extended to on or before August 31, 2011. Time is of the essence.

In consideration of the foregoing instructions to release funds prior to the close of escrow, the parties to this escrow, by execution of these instructions, do hereby additionally hold escrow agent and title insurer harmless from any claims, damages, costs and/or attorney's fees that may arise from the inability of this escrow to close upon the scheduled or extended date of close, even if such inability arises from the inability of title insurer named herein to issue its policy if title insurance in form requested hereon. This hold harmless provision is based on the fact that between the time of release of funds from this escrow as instructed herein, and the time that this escrow is scheduled to close, liens could possibly record against the property to be conveyed hereunder, which escrow holder may not have sufficient funds to satisfy. Nothing herein shall be construed, however, to imply that escrow holder suspects that such lien will arise.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ESCROW INSTRUCTIONS AND ANY PRIOR DATED AMENDMENTS THERETO SHALL REMAIN THE SAME.

BUYERS:
Resort Properties Group, LLC, a Nevada limited liability company

Todd Kessler

By: Todd Kessler, Manager

SELLERS:

Russell A Gullo

Russell A. Gullo

Purchaser to pay $100,000.00 (One hundred thousand dollars) in a lump sum over and above the contract price which is $1,650,000, at close of escrow. & DAG.

AMENDMENT TO ESCROW INSTRUCTIONS

To: Chicago Title Agency of Nevada, Inc., a Nevada Corporation

Date: December 21, 2010

Escrow No.: 10017702-086-JR

THE ABOVE CAPTIONED ESCROW IS HEREBY AMENDED AND/OR SUPPLEMENTED IN THE FOLLOWING PARTICULARS ONLY:

Close of escrow is hereby extended to on or before March 1, 2011.

In consideration of said extension Buyer and Seller agree to the following:

Funds in the amount of $25,000.00 which were paid directly to Seller by Buyer on November 17, 2010 outside of escrow, shall NOT be applicable to the Purchase Price.

Buyer agrees to deposit an additional $25,000.00 on or before December 29, 2010 and February 1, 2011. Upon receipt of additional deposits Escrow Agent is hereby instructed to release said amounts to the Seller without further written instruction from either party. Said funds shall be non-refundable at the time of release, however are applicable to the purchase price at the close of escrow.

Buyer agrees to pay current any and all liens in favor of Republic Services encumbering the property that is the subject of this escrow. Not to be deducted from Sales price

Section 3 of Addendum to the Purchase and Sale Agreement dated November 17, 2010 is deleted in its entirety, therefore Section 20 of the Purchase and Sale Agreement is reinstated and hereby in full force and effect.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ESCROW INSTRUCTIONS AND ANY PRIOR DATED AMENDMENTS THERETO SHALL REMAIN THE SAME.

BUYERS:
Resort Properties Group, LLC, a Nevada limited liability company

Todd Kessler

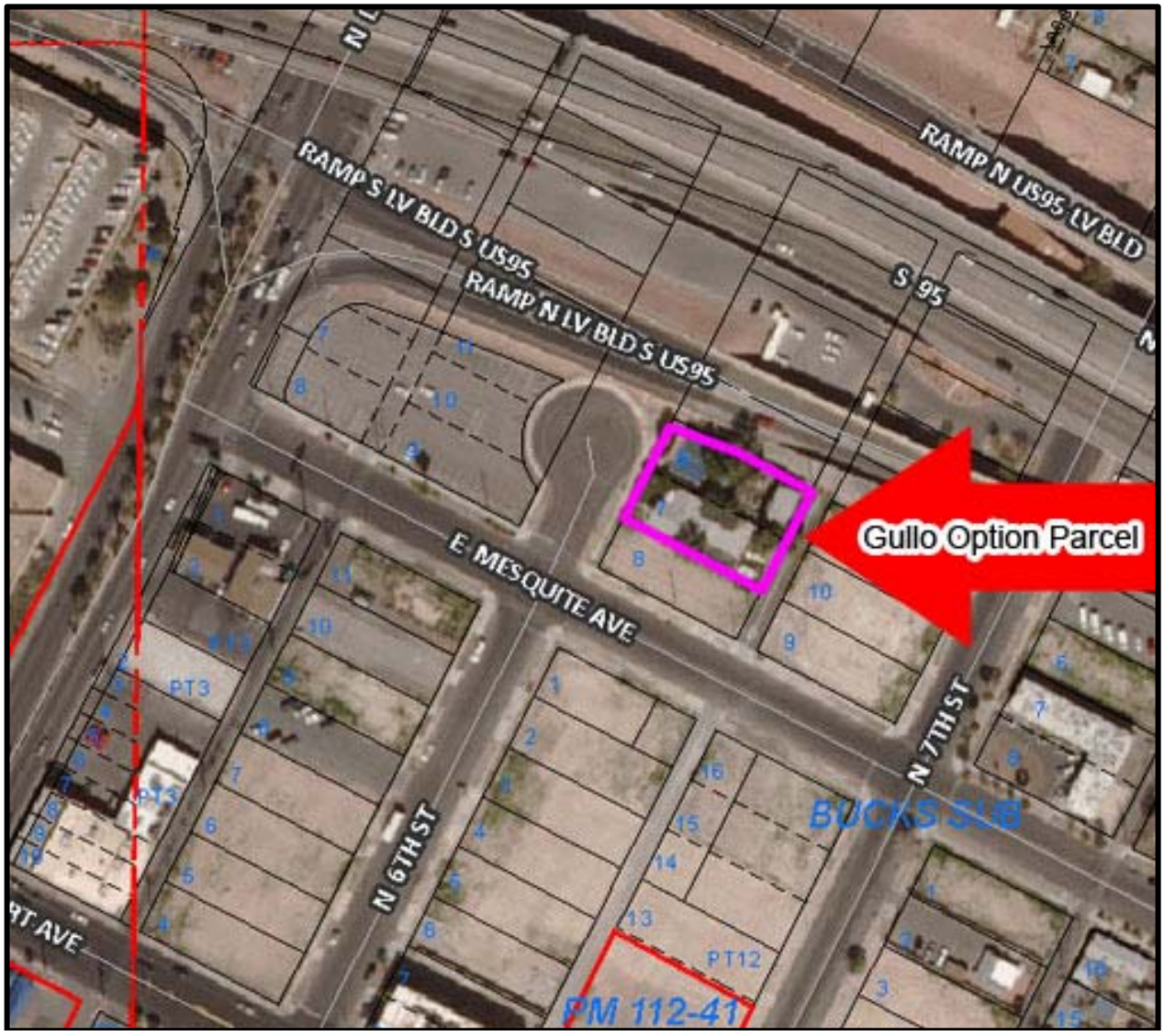
By: Todd Kessler, Manager

SELLERS:

Russell A. Gullo

Russell A. Gullo

Site Map


RAMP S LV BLD S US95
RAMP N LV BLD S US95
RAMP N US95 LV BLD
S 95
Gullo Option Parcel
E MESQUITE AVE
N 6TH ST
N 7TH ST
BUCKS SUB
PT3
PT12
PM 112-41

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Name	Resort Properties Group, LLC
Address	206 N. 3rd Street, Las Vegas, NV 89101
Telephone	702-953-4320
EIN or DUNS	81-0597374

Block 2	Description:
Subject Matter of Contract/Agreement:	Purchase and Sale Agreement regarding APN 139-34-512-102
RFP #:	N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	LUV Holdings, LP, Andrew B. Donner, General Partner	206 N. 3rd Street Las Vegas, NV 89101	702-953-4320
2.	Todd Kessler	206 N. 3rd Street Las Vegas, NV 89101	702-953-4320
3.			
4.			
5.			
6.			
7.			
8.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Todd Kessler

Name

6-7-11

Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 7, 2011 (date) by

Todd Kessler (name of person)

Marilyn Saldana

Notary Public -

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

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action to appoint two part-time Hearing Commissioners relative to Ordinance No. 5962 ($50 per hour with no benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $104,000
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
During the 2007 Session, the Nevada Legislature amended the City Charter to allow the City to appoint hearing commissioners to hear certain kinds of matters. Ordinance No. 5962 established the framework for the recruitment and appointment of one or more commissioners who will be assigned to hear traffic matters in Municipal Court. Two part-time Traffic Hearing Commissioners will be appointed, each earning $50 per hour and working 20 hours or less per week (ineligible for benefits.) The recruitment/selection process involved review of applications to ensure minimum qualifications, residency and licensing requirements have been met. Interviews were conducted by members of Municipal Court Judiciary and Administration and there are four finalists for consideration by the City Council.

RECOMMENDATION:
Appoint two part-time Hearing Commissioners

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding a Temporary Teenage Nightclub License, Boulevard Beats, LLC, dba Area 170, 3281 North Decatur Boulevard, Suite 170, Joshua Owens, Mgr, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Temporary Teenage Nightclub License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding a Temporary Class III-A Secondhand Dealer License, Anthony J. Rila, Jr., dba Gold & Silver Jewelry Supply, 1300 East Sahara Avenue, Anthony Rila Jr., Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the following condition:

1. Limited to buying and selling of used gold and silver and precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Gabrielle Ariota, db at House of Vino, 8053 North Durango Drive, Suite 160 - Ward 6 (Ross)

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. Position applied for is cashier.

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.: **79.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Discussion and possible action regarding the efforts of the Business License Workgroup of the Southern Nevada Regional Planning Coalition (SNRPC) to streamline the licensing process across jurisdictions – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
AB 494, passed during the 2009 legislative session, required a report from the jurisdictions in Clark County on the consolidation of services. As part of that effort, the SNRPC Coalition Board formed the Business License Workgroup, which was tasked with streamlining the licensing process across the jurisdictions in Clark County.

Staff will provide a brief presentation on the efforts of the workgroup to date, and is seeking direction from City Council on the initial findings of the workgroup.

RECOMMENDATION:
Direct staff as appropriate

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - 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. This item was held in Abeyance from the June 1, 2011 City Council meeting.

RECOMMENDATION:
The City Council must appoint a new member to fill the unexpired portion of the term.

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** County Address	6 /4 /2008 **Reapp: 1/21/2009**	2/5/2012	Steinman
2	**Harry Lee** Ward 6 Address	12/6 /2006 **Reapp: 12/3/2008**	12/7/2011	Ross
3	**Michael R. Aker**	10/4 /2006 **Reapp: 11/15/2006 12/2/2009**	12/12/2012	Reese
4	**Kyle Stephens** Ward 1 Address	11/7 /2007 **Reapp: 12/17/2008**	1/8/2012	Tarkanian
5	**Letia (Lee) M. Heenan** Ward 1 Address	9 /1 /1974 **Reapp: 12/15/1997 1/3/2001 12/16/2009**	1/7/2013 **1/7/2004 12/20/2006**	Reese
6	**Craig Ballew** County Address	12/3 /2008 **Reapp:**	12/3/2011	Brown
7	**David Alexander Lopez** Ward 3 Address	1 /5 /2011 **Reapp: N/A**	1/6/2014	Reese
8	**Stavan R. Corbett** Ward 3 Address	11/2 /2005 **Reapp: 10/15/2008**	11/2/2011	Brown
9	**Malcolm D. White** Ward 4 Address	11/7 /2001 **Reapp: 4/7/2004 3/7/2007**	4/7/2013 **3/17/2010**	Reese
10	**Lisa B. Sherman** Ward 2 Address	4 /1 /1992 **Reapp: 4/5/1995 3/23/1998 3/7/2007**	4/1/2013 **3/7/2001 3/17/2004**	Reese
11	**Charles Foger** Ward 5 Address	11/6 /2002 **Reapp: 2/19/2003 3/1/2006**	3/24/2012 **03/04/2009**	Reese
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

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



City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

HISTORIC PRESERVATION COMMISSION – Gregory Richard Seymour, Term Expires 6/18/2011 (resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Ordinance No. 6079 adopted 2/17/2010 changed the composition of the Commission to add a new Category 10 - Archeological Profession, reduced the number of Members-At-Large from five to four and made various other changes. March 3, 2010, Gregory Richard Seymour was reassigned from Category 5 – Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group to which he was initially appointed on June 6, 2007 to the new Category 10 - Archeological Profession for the remainder of his term expiring June 18, 2011. Mr. Seymour resigned effective May 3, 2011. Terms are for four years, with no limit to the number of terms that may be served, and unexpired terms must be filled if appropriate.

RECOMMENDATION:
Procedure for this Commission requires an appointment by the City Council to fill the Category 10 - Archeological Profession seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Letter of Resignation from Greg Seymour
3. Memorandum from Flinn Fagg
4. Board Interest Forms from Colleen Beck and Nathan Harper

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE		
KLENK, PATRICK J. (Mayor's recommendation) (Reese's reappointment recommendation)	4/27/1998 **(Reappt. 12-5-2001) (Reappt. 12-7-2005)** **(Reappt. 3-3-2010)**	12/31/2013
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING		
VELTMAN, JAMES (Reese's reappointment recommendation)	3/20/2002 **(Eff. 3/23/2002) (Reappt. 3-15-2006)** **(Reappt. 3-3-2010)**	3/23/2014
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION		
CUPPETT, H. RICHARD (Mayor's recommendation)	9/19/2001 **(Reapp. 9-7-2005) (Reapp. 8-19-2009)**	9/19/2013
CATEGORY 4 - EXPERIENCED IN REAL ESTATE PROFESSION		
LeVINE, JACK (Goodman's recommendation)	3/2/2011	3/8/2015
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP		
STOLDAL, BOB (Reese's appointment recommendation)	4/27/1998 **(Reappt/Reassigned)**	12/31/2013
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY		
WRIGHT, DOROTHY (Reese's reappointment recommendation)	3/24/1997 **(Reapp. 3-7-2001) (Reapp. 3-2-2005)** **(Reapp. 3-4-2009)**	3/24/2013
CATEGORY 7 - ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.		
1. HAUSCH, MARY **JOHN S. PARK HISTORIC DISTRICT DESIGNATION** (Reese's reappointment recommendation)	2/24/1997 **(Eff. 3/6/1997) (Reapp. 3/7/2001)** **(Reapp. 3/2/2005) (Reapp. 3-4-2009)**	3/6/2013
2. WHITE, CLAYTEE (Historic Preservation Commission appointment recommendation)	5/17/2006 **(Reapp. 5-5-2010)**	5/17/2014
3. BELLIS, ROBERT (Reese's reappointment recommendation) (Replaced Alice Key)	3/8/2001 **(Eff. 3/23/2002) (Reapp. 3/20/2002)** **(Reapp. 3/15/2006)**	3/23/2014
4. McMILLAN-ARNOLD, JARMILLA (Goodman's Recommendation)	3/2/2011	3/6/2015

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS

FAGG, FLINN **(Director)**

MOONEY, COURTNEY (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE

MILLMAN, DAVID **(Director)** Nevada State Museum & Historical Society
700 Twin Lakes Drive 89107

CATEGORY 10 - ARCHEOLOGICAL PROFESSION

SEYMOUR, GREGORY RICHARD 6/6/2007 6/18/2011
(Goodman's appointment) **(Eff. 6-18-2007)**
(Reese's reassignment) **(Reassigned 3/3/2010-Category 5)**

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made other changes.
Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee.
Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members
11 members appointed by the City Council; and
Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE TO SERVE, ANY PERSON MAY FILL THAT POSITION. IF MORE THAN FOUR HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FOUR OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:
a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday - 12:15 P.M. – Historic Fifth Street School, 401 South 4th Street, except 2nd Wednesday in November & December

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

Memorandum

City of Las Vegas
Planning & Development

To: Beverly K. Bridges, City Clerk

From: Flinn Fagg, Acting Director, Department of Planning FF

CC: Vicki Skilbred, Chief Deputy City Clerk
Courtney Mooney, Planning & Development Department

Date: June 1, 2011

Re: HPC Appointments

Commissioner Greg Seymour, Category 10 Archaeological Profession, has resigned from the city of Las Vegas Historic Preservation Commission, effective May 3, 2011.

Staff has reviewed the board interest forms and recommends Colleen M. Beck, Ph.D., for Category 10, due to her extensive professional background in both archaeology and historic preservation.

Terms are 4 years, with no limit to the number of terms.

Should you need additional information, please contact Courtney Mooney at 229-5260.

FF:vd:cm

2011 JUN -2 P 4:55
CITY CLERK

May 27, 2011

Beverly Bridges, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101

Subject: Board of Interest Form for the Las Vegas Historic Preservation Commission

Dear Ms. Bridges,

I am interested in serving on the City of Las Vegas Historic Preservation Commission in the Category 10 position, Experienced in Archaeology. Along with this letter, I am submitting my resume and a Board of Interest form.

I have worked as a professional archaeologist with involvement in historic preservation for more than thirty years. I received my Ph.D. in Anthropology with an emphasis in Archaeology from the University of California at Berkeley. I have worked on boards, commissions, and committees representing the interests of historic preservation, archaeology, and anthropology for federal, state, county and city agencies in Nevada, New Mexico and California. I have published numerous articles related to archaeology, ethnography and Cold War historic structures. I began conducting research in Nevada in the 1970s and moved here permanently in the late 1980s. I am a research professor at the Desert Research Institute and currently serve on the University of Nevada Press Editorial Advisory Board. Since the early 1990s, I have served as a member of the Bureau of Land Management's Mohave-Southern Nevada Resource Advisory Council, the Board of the Nevada Archaeological Association and as President of this organization, and on the City of Las Vegas Historic Preservation Commission.

I am committed to public service and I would much appreciate having the opportunity to serve on the City of Las Vegas Historic Preservation Commission again. It has been almost a decade since my last term, yet I believe that the challenges facing the management of the city's heritage have not changed and I would like to be an active participant in this process.

Sincerely,

Colleen M. Beck

Colleen M. Beck, Ph.D.
10171 Azure Drive
Las Vegas, NV 89149
Telephone: 702-658-9701

RECEIVED
CITY CLERK

2011 JUN -1 P 3:58

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Colleen M Beck

Home Street Address: 10171 Azure Drive

City: Las Vegas **ZIP Code:** 89149

Work Street Address: 755 E Flamingo Road

City: Las Vegas **ZIP Code:** 89119

Employer: Desert Research Institute **Occupation:** Archaeologist

Home Phone Number: 702-658-9701 **Work Phone Number:** 702-862-5323

Other Phone Number: _____ **Email Address:** Colleen.Beck@dri.edu

Please list the boards, commissions, or committees that you are interested in serving on:

City of Las Vegas Historic Preservation Commission

For office use only

CLV Y___ N✓

Ward Clark County

Date 6/1/2011

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

University of Nevada Press Advisory Board (current); Bureau of Land Management Mojave-Southern Nevada Resource Advisory Council (1995-2006); City of Las Vegas Historic Preservation Commission (1995-2002) ; Nevada Archaeological Association President (1995-1997); Technical Advisory Board for the Whitney Mesa Environmental Research Park (1995-1996); Nevada Archaeological Association Board member and President (1993-1997); San Joaquin County California Historic Records Commission Vice-Chair (1987-1989); New Mexico State Historic Preservation Board (1981-1986); Blackwater Draw Academic Research Review Committee Chair (1981-1984)

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary): In regard to my qualifications to serve on the Las Vegas Historic Preservation Commission, I have a Ph.D. in Anthropology with an emphasis in Archaeology and more than three decades of experience as a professional archaeologist. Since 1981, I have almost continually served on a variety of boards, commissions and committees, representing interests related to historic preservation, history, archaeology, and anthropology. I have lived in Las Vegas for more than 20 years, and since I moved here, I have been involved in local historic preservation efforts. In addition, I served two terms on the City of Las Vegas Historic Preservation Commission between 1995 and 2002 and am familiar with this commission's scope and activities.

Please list any of your relatives or friends that work for the entity in which you would be serving: Not Applicable

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.*

Colleen M. Beck, Ph.D.
Research Professor
Desert Research Institute
Division of Earth and Ecosystems Sciences
755 E Flamingo Road
Las Vegas, NV 89119
Email: Colleen.Beck@dri.edu
Telephone: 702-862-5323

RESUME

Dr. Beck is an accomplished archaeologist and historic preservationist. She currently is the Cultural Resources Projects Manager for the Desert Research Institute's Department of Energy Program and the Program Manager for the Bureau of Land Management's Lincoln County Archaeological Initiative in eastern Nevada. Dr. Beck has shown herself to be an effective administrator with almost 30 years of management experience. She is skilled at working through issues with diverse interest groups and enjoys the challenge of understanding different viewpoints and reaching common ground. She has volunteered time for community and state boards and commissions related to historic preservation and archaeolog. Dr. Beck was the Quaternary Sciences Deputy Director at the Desert Research Institute for seven years and an Interim Director for one year. She also received four Secretary of the Interior appointments to the Bureau of Land Management's Mohave-Southern Nevada Resource Advisory Council and was a Las Vegas City Council appointed member of the Las Vegas City Historic Preservation Commission for two terms. She was appointed to the San Joaquin County Historic Records by the San Joaquin County Commissioners in California. In New Mexico, she was an appointee to the State of New Mexico Historic Preservation Board by the governor and served two terms. Dr. Beck also was President of the Nevada Archaeological Association.

Dr. Beck has worked with several Native American tribes regarding their cultural resources and repatriation of artifacts. Other administrative responsibilities have included advising federal and state agencies on land-use options as related to cultural resources, writing planning documents for cultural resources and proposed agency actions (Environmental Impact Statements, Environmental Assessments, and Cultural Resource Management Plans), and preparing documents on agency compliance issues and guidance documents on procedures. During Dr. Beck's career, she has supervised almost 500 archaeological surveys, more than 20 excavations to mitigate effects to sites, 30 Cold War historic building and district evaluations, multiple HABS/HAER documents, and prepared National Register nominations for Traditional Cultural Properties. She has given presentations at numerous conferences and has more than 25 publications.

EDUCATION

Ph.D	1979	University of California at Berkeley	Anthropology
M.A.	1974	University of California at Berkeley	Anthropology
B.A.	1973	University of California at Berkeley	Anthropology

OTHER TRAINING

2011-1980	More than 20 courses on Historic Preservation legal requirements and procedures
1993	Graduate, Nevada Women's Fund Leadership Program

WORK EXPERIENCE

2011-1999	Research Professor, Earth and Ecosystem Sciences, Desert Research Institute
2011-2006	Technical Program Manager for the Bureau of Land Management's Lincoln County Archaeological Initiative in eastern Nevada.
2011-1994	Cooperating graduate faculty, Research Professor, Department of Anthropology, University of Nevada at Las Vegas.
2011-1990	Cultural Resources Program Manager for the Desert Research Institute's Department of Energy, National Nuclear Security Administration Research Program
1999	Interim Executive Director, Quaternary Sciences Center, Desert Research Institute
1998-1992	Deputy Director, Quaternary Sciences Center, Desert Research Institute
1998-1990	Associate and Assistant Professor, Quaternary Sciences Center, Desert Research Institute
1984-1980	Director of the Agency for Conservation Archaeology and Assistant Professor for Anthropology, Eastern New Mexico University
1980-1979	Post-Doctoral Fellow at the Carnegie Museum of Natural History

PROFESSIONAL SERVICE ACTIVITIES

Current	University of Nevada Press Editorial Board Member
2006-1995	Secretary of Interior appointee as member of the Bureau of Land Management Mojave-Southern Nevada Resource Advisory Council
2002-1995	Las Vegas City Council appointee as commissioner on the City of Las Vegas Historic Preservation Commission

1998-1997	Past-President of the Nevada Archaeological Association
1997-1995	President, Nevada Archaeological Association
1996-1994	Member of the Technical Advisory Board for the Whitney Mesa Environmental Research Park
1995-1993	Board member of the Nevada Archaeological Association and member of subcommittees
1995-1992	Desert Research Institute Faculty Senate Member, Secretary on the Executive Committee and member of subcommittees
1992	Participant on U.S. archaeology delegation to the western part of the former Soviet Union.
1989-1987	Vice-Chair of the San Joaquin County Historic Records Commission, California
1986-1981	Governor of New Mexico appointee to the New Mexico State Historic Preservation Board and Chair of the Archaeological Subcommittee
1986-1984	Anthropological expert witness for the Attorney General's Office, State of New Mexico
1984-1983	Consultant to Eastern New Mexico University. Duties included preparing space utilization proposals, editorial guidelines for university publications, various design documents and chairing hiring committees
1984-1981	Chair of the Blackwater Draw Academic Research Review Committee and served on various other academic committees.
1983-1981	Co-director and founder of the Eastern New Mexico University Obsidian Hydration Laboratory
1982	Anthropologist for the Chiricahua Apache Pilgrimage
1973	Vice-President of the Kroeber Anthropological Society
1972	Secretary of the Kroeber Anthropological Society

AWARDS, HONORS AND FELLOWSHIPS

2000	University of Nevada System Outstanding Administrator Award
1998	Nevada State Historic Preservation Award
1997	Department of Energy Certificate of Recognition
1996	Desert Research Institute Woman of Achievement Award.
1996	University of Nevada System Women in Science Award
1996	Board of Regents Outstanding Faculty Award.
1980	Elected to the membership of the Institute of Andean Studies

1979 Postdoctoral Fellowship, Anthropology, Carnegie Museum of Natural History

1976-1973 National Science Foundation Three Year Graduate Fellowship

MUSEUM EXPERIENCE

2011-2003 Curator, Nevada Site Office Collection, National Nuclear Security Administration Nevada Site Office

2003-1993 Manager, Curatorial Facility, Desert Research Institute

1990-1986 Research Associate, Lowie Museum of Anthropology (now Hearst Museum), University of California at Berkeley

1984-1981 Advisor and Acting Director of the Blackwater Draw Museum and the Miles Museum of Anthropology at Eastern New Mexico University

1980-1979 Postdoctoral Fellow at the Carnegie Museum of Natural History. Activities included research, exhibit and exhibit guide preparation, curation and participation in outreach programs

1979-1971 Conducted various research projects and assisted with the collections at the Lowie Museum of Anthropology, University of California at Berkeley

1978 Archival research at the Field Museum of Natural History, Chicago

1976 Archival research at the Peabody Museum, Harvard

MEDIA EXPERIENCE

2011-1991 Archaeological and historical expert for occasional media tours of the Nevada Test Site

2005 Co-Producer, The Al O'Donnell Story, documentary

2001 Archaeological expert for Archaeology of Southern Nevada, PBS Program, KNEW, Las Vegas

1998 Archaeological expert for The Hidden River, Outdoor Nevada, PBS Program, KNEW, Las Vegas

1997 Archaeological expert for Discovery News program on Nuclear Testing Archaeology

1997 Archaeological expert for Popular Science News Discovery Channel segment on Nuclear Testing Archaeology

1995 Archaeological expert for Learning Channel program, Return to Ground Zero

1984 Producer, editor of "Site 48, Santa Rosa, New Mexico," video documentary by PBS affiliate KENW, Portales, New Mexico

1982 Narrator, writer and consulting anthropologist for "Chiricahua Apache Pilgrimage," PBS documentary, produced by KENW, Portales, New Mexico for the New Mexico Humanities Council

1982 Consultant, "Blackwater Draw National Historic Landmark," documentary by PBS affiliate KENW, Portales, New Mexico of the dedication of the Blackwater Draw Site as a National Landmark

1981 Humanities representative on New Mexico PBS program, "The MX Missile Questions"

1980 Writer and narrator of "The Chimu Empire," an instructional videotape for the Carnegie Museum of Natural History

1975 Participant in "Lords of the Labyrinth," BBC documentary on the prehistory of Peru

FIELD WORK RESEARCH AND ENVIRONMENTAL STUDIES (Overview)

2011-1990 Principal Investigator, Co-Principal Investigator or Project Director on more than 300 archaeological projects in Nevada for the Department of Energy and various federal and private contractors at the Nevada Test Site, Nellis Air Force Range and land under the jurisdiction of the Bureau of Land Management. Fieldwork included surveys for cultural resources and the testing and excavation of 14 prehistoric and historic archaeological sites. Directed evaluations to determine National Register eligibility of historic buildings at the Nevada Test Site and prepared Historic American Engineering Records and Historic American Building Survey documentation for the Library of Congress.

2003-2000 Native American Graves Protection and Repatriation Act Consultant for Timbisha Shoshone Tribe.

1996 Traditional Cultural Property Study of Death Valley for Timbisha Shoshone Tribe.

1984-1980 Principal Investigator on approximately, 200 cultural resources surveys and directed the excavation of 37 prehistoric and historic sites in New Mexico, Texas and Oklahoma including projects for the U.S. Army Corps of Engineers, U.S. Army White Sands Missile Range, U.S. Air Force MX Missile Projects, Bureau of Reclamation, Bureau of Land Management, U.S. Forest Service, New Mexico State Transportation Department and the State of New Mexico.

1979-1974 Directed, conducted and assisted in the survey and excavation of sites in coastal and highland Peru and Bolivia. Field work included excavation at

the site of Tarawi (Cusco) with U.C. Berkeley; survey and excavation of ancient irrigation systems on the North Coast of Peru with Harvard University and the Field Museum of Natural History; survey of ancient road systems and associated archaeological sites in the Moche Valley, Peru; reconnaissance of various Tiahuanaco period sites in Bolivia; reconnaissance survey of the upper Moquegua Valley in southern Peru.

1973-1972 Assisted in the archaeological survey of Duck Flat, Nevada; excavated historic sites and surveyed Shoshone Indian sites in Grass Valley, Nevada.

1972-1970 Assisted in the excavation of Yana Indian sites near Red Bluff, California; excavation and survey of sites in the Napa Valley, California and the excavation of a prehistoric cemetery in Patterson, California.

SYMPOSIA AND COLLOQUIA PRESENTATIONS (Overview)

Dr. Beck has organized multiple professional symposiums and made more than 60 presentations at professional meetings and venues, including talks to federal government agencies, in the United States, Peru, Argentina, Australia, South Africa, the United Kingdom, and Ireland over the past 30 years.

PUBLICATIONS

Beck, Colleen M., John Schofield, and Harold Drollinger
2008 Archaeologists, Activists, and a Nevada Peace Camp. Chapter in *Contemporary Archaeologies: Excavating Now*, Cornelius Haltorf and Angelia Piccini, editors, Peter Lang Press, Berlin.

Beck, Colleen M., Harold Drollinger, and John Schofield,
2007 Archaeology of Dissent, Landscape and Symbolism at the Nevada Peace Camp, in a *Fearsome Heritage: Diverse Legacies of the Cold War*, John Schofield and Wayne Cocroft editors, pp. 297-320, Left Coast Press, Walnut Creek, CA.

Schofield, John, Colleen Beck, and Harold Drollinger
2006 Alternative Archaeologies of the Cold War: The Preliminary Results of Fieldwork at he Greenham and Nevada Peace Camps, in *Landscape Under Pressure, Theory and Practice of Cultural Heritage Research and Preservation,* edited by Ludomire R. Loxny, pp. 149-162, Springer, New York..

Beck, Colleen M., Producer and Writer
2006 *Al O'Donnell: His Story*, Video documentary, Desert Research Institute.

Beck, Colleen M. and Hillary L. Green, editors
2006 *Oral History: Al O'Donnell*, Desert Research Institute, Las Vegas.

Schofield, John, Colleen M. Beck, and Harold Drollinger,
2003 Greenham Common and Peace Camp, Nevada, *Conservation Bulletin* 44:48-49, English Heritage.

Edwards, Susan R. and Colleen M. Beck,
2003 Project Tugboat: Hawaii's Contribution to the Plowshare Program, *Hawaii International Conference on the Social Sciences, Honolulu, Hawaii, June 12-15, 2003, Conference Proceedings,* p. 268-279, Honolulu.

Beck, Colleen M. and Don Hendricks,editors
2002. *Robert William Owens: His Story of Life in Southern Nevada*, interviewed by Harry Ford, privately published and distributed to libraries and historical societies.

Beck, Colleen M. and Don Hendricks, editors
2002 *Atha Owens Young, Oral History*, interviewed and transcribed by D. Pederson and V. Pedersen, edited by C. Beck and D. Hendricks, privately published and distributed to libraries and historical societies.

Schofield, J., W. Johnson and C. Beck, editors
2002 *Materiel Culture: The Archaeology of 20th Century Conflict*. Routledge Press, London.

Beck, Colleen M.
2002 The Archaeology of Scientific Experiments at a Nuclear Testing Ground, in *Materiel Culture: The Archaeology of 20th Century Conflict*. (J. Schofield, W. Johnson and C. Beck editors)., Routledge Press, London.

Beck, Colleen M.
2002 Applying Archaeological Theory to Nuclear Testing Sites, *Eureka! Archaeology of Innovation and Science, Proceedings of the 29th Annual Chacmool Conference*, University of Calgary.

Beck, Colleen M.
2001 Corn Creek Dunes: A Historical Retrospective, *Western Center for Archaeology & Paleontology Publications in Archaeology*, No. 1, pp. 225-234.

Beck, C., M. Zedeno, and R. Furlow,
2000 Time, Trust, and the Measure of Success: The Nevada Test Site Cultural Resources Program, *Working Together: Native Americans and Archaeologists*, pp. 165-172. Edited by K. Dongoshe, M. Aldenherfer and K. Doehner, Society for American Archaeology, Washington, D.C.

Beck, Colleen M.
1998 Ethnography and Archaeology in the Great Basin, *Models for the Millennium: Great Basin Anthropology Today*, pp. 13-28, edited by Charlotte Beck. University of Utah Press, Salt Lake City.

Beck, Colleen M.., W. Johnson, and R. Furlow.
1998 The Nevada Test Site's Cold War Historic Properties Program, *In From the Cold*, Vol 1 (6) 1-3.

Beck, Colleen M.
1998 Arid North Coast of Peru: Survival Strategies of Ancient Civilizations, Proceedings of the International Conference on Desert Technology IV, *Journal of Arid Land Studies*, Vol 7:19-23. Japan.

W. Johnson and Colleen M. Beck
1998 Management of Cold War Historic Structures and Archaeology at the Nevada Test Site. (W. Johnson and Colleen M. Beck), Monuments of War Seminar Proceedings, pp. 21-22. English Heritage, London

Beck, Colleen M.
1996 Unfletched Wooden Shafts from Southern Nevada. Nevada Archaeologist, Vol. 12, pp. 24-43.

Johnson, W. and Colleen M. Beck,
1995 Proving Ground of the Nuclear Age. William Gray Johnson and Colleen M. Beck, Archaeology, Vol. 48, No. 3, pp. 42-49.

Beck, Colleen M.
1991 Crosscutting Relationships: The Relative Dating of Ancient Roads on the North Coast of Peru. In Ancient Road Networks and Settlement Hierarchies in the New World, edited by Charles D. Trumbold, pp. 66-79, Cambridge University Press, Avon.

Beck, Colleen M. (editor)
1984 Views of the Jornada Mogollon: Proceedings of the Second Jornada Mogollon Conference, (editor) Vol. 12.Contributions in Anthropology, Eastern New Mexico, Portales.

Beck, Colleen M.
1984 Archaeological Survey of Sites Near Quay and Logan, New Mexico, The Archaeology of Northeastern New Mexico, New Mexico Archaeological Council 1984 Conference Proceedings, pp. 36-51. Albuquerque.

Beck, Colleen M., T. Pozorski, S. Pozorski, and E. Deeds
1983 Pajatambo: Excavation of a Colonial Roadside Structure Near the Moche Valley, Peru. (With T. Pozorski et al.) Journal of Historical Archaeology 17(1): 5468.

Beck, Colleen M.
1981 Shoshoni Brownware from Grass Valley, Nevada. Annals of the Carnegie Museum of Natural History 50(1).

Beck, Colleen M.
1980 Weaving in Ancient Peru. Information Bulletin No. 4 of the Carnegie Museum of Natural History.

Beck, Colleen M.
1979 Ancient Roads on the North Coast of Peru. Ph.D. dissertation, University Microfilms, Ann Arbor.

FULL RESUME AVAILABLE UPON REQUEST

RECEIVED
CITY CLERK

2011 JUN -1 P 3:58

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Nathan K. Harper

Home Street Address: 1421 Hometown Ave.

City: Henderson **ZIP Code:** 89074

Work Street Address: 333 S. Valley View Blvd.

City: Las Vegas **ZIP Code:** 89107

Employer: Springs Preserve - LVVWD **Occupation:** Archaeologist

Home Phone Number: 466-9245 **Work Phone Number:** 822-7732

Other Phone Number: _____ **Email Address:** nathan.harper@springspreserve.org

Please list the boards, commissions, or committees that you are interested in serving on:

Historic Preservation Commission

For office use only
CLV Y___ N✓
Ward Henderson
Date 6/1/2011

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please see my attached curriculum vita.

Currently the Preserve Archaeologist for the Springs Preserve, overseeing the restoration of four Early Las Vegas Railroad cottages and managing archaeological and cultural resources dating from 5,000 year ago to the present.
Over a decade of archaeological fieldwork and research in Nevada, Arizona, Texas, and Kansas.
Over a decade of international archaeological experience in Cyprus, Greece, Turkey, and Jordan.
I strongly believe in the involvement of the public in the preservation process and am a strong communicator of the need and goals of historic preservation.

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.*

Curriculum Vitae
Nathan Kayne Harper
Archaeologist

Biographical Information

Employer Address:
Springs Preserve
Research Division
333 South Valley View Blvd.
Las Vegas, NV 89107

Home Address:
1421 Hometown Avenue
Henderson, NV 89074
E-mail:
Nathan.Harper@springspreserve.org
harpern@gmail.com

Current Position:

Preserve Archaeologist I
Springs Preserve, Las Vegas, Nevada
Responsibilities: Protection and preservation of prehistoric and historic cultural resources at the National Register Historic site of the original occupation of Las Vegas, including Section 106 and other mandated compliance. Survey, testing, excavation and reporting of cultural resources, including mitigation and preservation planning. Public outreach via lectures, tours and popular media. Research focusing on Great Basin and Southwest US archaeological questions.

Education:

BA Cum Laude in Anthropology at Fairmount College of Liberal Arts and Sciences, Wichita State University with a focus in biological anthropology. Degree awarded 5/1999.

MA at Wichita State University, Department of Anthropology. Thesis title: Multivariate Analysis of Archaeological Cypriot Populations: Relative Biological Relationships in the Eastern Mediterranean. Degree awarded 6/2003.
Advisor: P.H. Moore-Jansen

PhD (ABD) University of Nevada, Las Vegas. Department of Anthropology
Doctoral Examinations passed 11/2006. Dissertation title: Development of the Cypriot Character: Migration, Postmarital Residence, and Acculturation in the Late Bronze Age
Expected defense 10/2011
Advisor: Alan H. Simmons

Professional Interests:

Southwestern U.S. Archaeology, Great Basin Archaeology, Bioarchaeology, Quantitative Population Genetics, Forensic Anthropology, Skeletal Biology, Paleopathology, Mediterranean Archaeology, Near Eastern Archaeology, Ethnicity, Gender, Identity

International Fellowships:

2001-2002 Academic Year, J. William Fulbright Fellow, Cyprus
Cyprus American Archaeological Research Institute (CAARI)

2007-2008 Academic Year, J. Lawrence Angel Fellow, Wiener Laboratory,
American School of Classical Studies, Athens, Greece (ASCSA)

2008 Helena Wylde Swiny and Stuart Swiny Fellowship
CAARI

2008-2009 Council of American Overseas Research Institutes Multi-country Fellow
Cyprus and Greece CAARI/ASCSA

2008-2009 Homer A. and Dorothy B. Thompson Fellow
American School of Classical Studies, Athens

Scholarships, Awards and Assistantships:

2007 Graduate and Professional Students Association Grant
University of Nevada, Las Vegas. For fieldwork and analysis of Late Bronze Age human remains from Megiddo at the Smithsonian Institute.

2006 Department of Anthropology
University of Nevada, Las Vegas
Edwards and Olswang Scholarship
For presentation of "Industrial dental wear from Venetian Period Cyprus"
At the 16th European Meeting of the Paleopathology Association
August 28th to September 1st Santorini, Greece.

2006 Graduate and Professional Students Association Grant
University of Nevada, Las Vegas
For presentation of "The bioarchaeology of city planning and public health at Late Roman Kourion" at the Society of American Archaeology Annual Meeting, April 2006, San Juan, Puerto Rico.

2003-2007 Graduate teaching assistant
Department of Anthropology
University of Nevada, Las Vegas

2005 Summer Session Scholarship
University of Nevada, Las Vegas, Graduate College

2004 Graduate and Professional Students Association Grant
University of Nevada, Las Vegas
For presentation of "Hierarchies, Heterarchies and Biological Variation in Late Bronze Age Cyprus" at American Anthropological Association Annual Meeting, December 2004, Atlanta, Georgia

Scholarships, Awards and Assistantships: (Cont.)

2004 Graduate Research Training Assistantship, University of Nevada, Las Vegas, Graduate College

2003 Cyprus American Archaeological Institute President's Award: "Short Skulls, Long Skulls and Thalassemia" Presented at the American Schools of Oriental Research Annual Meeting, November 2003, Atlanta, Georgia

2003 Graduate and Professional Students Association Grant
University of Nevada, Las Vegas
For presentation of "Interregional Gene Flow in the Eastern Mediterranean: A Cypriot Melting Pot?" at American Association of Physical Anthropology Annual Meeting, April 2004, Tampa Florida

2000-2001 Academic Year, Hispanic-American Leadership Award
Wichita State University

2000-2001 Academic Year Graduate Assistant, Supplemental Instruction
Wichita State University

2000 Recipient, Nancy Berner Research Fund, Wichita State University Anthropology Department, supporting anthropological research in Cyprus

1999 Study Abroad Scholarship, Wichita State University

Professional Memberships:

American Association of Physical Anthropologists
American Anthropological Association, Biological Anthropology Section
Society for American Archaeology
American Schools of Oriental Research
Nevada Archaeological Association
Paleopathology Association
Midwest Bioarchaeology and Forensic Anthropology Association
Lambda Alpha, National Honorary Anthropology Society

Teaching Experience:

2009-2010
Instructor, College of Southern Nevada
Ant 101, Introduction to Cultural Anthropology, 6 sections

2006-2007
Graduate Teaching Assistant, Department of Anthropology
University of Nevada, Las Vegas
Ant 110L, Physical Anthropology Laboratory, 2 Sections

Teaching Experience: (Cont.)

2005-2006
Graduate Teaching Assistant, Department of Anthropology
University of Nevada, Las Vegas
Ant 102, Introduction to Biological Anthropology, 4 Sections

2004-2005
Graduate Teaching Assistant, Department of Anthropology
University of Nevada, Las Vegas
Ant 110L, Physical Anthropology Laboratory, 4 Sections

2003-2004
Graduate Teaching Assistant, Department of Anthropology
University of Nevada, Las Vegas
Ant 110L, Physical Anthropology Laboratory, 4 Sections

Fall 2000
Lecturer, Department of Social Sciences, Cowley College
SOC 6811 Principles of Sociology, 2 Sections

Spring 2001
Lecturer, Department of Social Sciences, Cowley College
SOC 6811 Principles of Sociology, 1 Section

Field Experience:

2008 - Present
Staff Biological Anthropologist, Tell Atchana/Alalakh Project
Antakya, Hatay, Turkey
Aslihan Yener, Koç University, Director
Analysis and publication of recovered human skeletal remains

2003 – Present
Staff Biological Anthropologist, Athienou Archaeological Project, Athienou, Cyprus
Michael Toumazou, Davidson College, Director
Derek Counts, University of Wisconsin, Milwaukee, Director
Analysis and publication of Venetian era skeletal remains

1999 – Present
Staff Biological Anthropologist, Kourion's Amathus Gate Cemetery Project
Episkopi, Cyprus
Danielle Parks†, Brock University, Department of Classics, Director
Analysis and final publication of recovered human skeletal remains

2007
Archaeological Intern, Las Vegas Springs Preserve, Las Vegas, NV
Testing and mitigation of prehistoric and historic cultural resources

Field Experience: (Cont.)

1998 – 2008
Archaeologist, La Playa Archaeological Project, Trincheras, Sonora, Mexico
James T. Watson, Arizona State Museum, Director
John Carpenter, Instituto Nacional de Archaeologia y Historia, Director
Elisa Villapondo, Instituto Nacional de Archaeologia y Historia, Director
Recovery and recording of human skeletal remains

2003 - 2008
Assistant field director, Archaeologist, Ais Yorkis Archaeological Project, Cyprus
Alan Simmons, University of Nevada, Las Vegas, Director
Supervision of excavation, analysis of human remains

July-August 1998
Kourion's Amathus Gate Cemetery Excavations, Episkopi, Cyprus.
Danielle Parks, Brock University, Director
General Excavations, Burial Excavations, Skeletal Inventory

January 1998
Field school Blanco Canyon, Floydada, Texas
Francisco Coronado Campsite, Directed by Donald Blakeslee, Wichita State University
General Excavations

1995 – 2001
WSU-BAL assistant
Peer H. Moore-Jansen, Director
Forensic analysis, recording and reporting

Conference Presentations:

2010 **Gender, Kinship or Status?: Biological Relatedness Between Individuals with Modified and Unmodified Crania in Late Bronze Age Cyprus.**
American Schools of Oriental Research Annual Meeting
November 13th – 17th, Atlanta, Georgia

2010 **Biological relationships between Cyprus and the Levant in the Late Bronze Age: Indigenous development or secondary state formation?**
7th International Congress on the Archaeology of the Ancient Near East
"Human remains in the Ancient Near East: Advances, problems and potential"
April 12th – 16th University College, London, England

2010 **Correspondence between crown and cervical dental measurements in Late Bronze Age Greece.**
American Association of Physical Anthropology Annual Meeting
April 14th – 17th Albuquerque, New Mexico

Conference Presentations: (Cont.)

2010 **Pelvic Variability and Sexual Dimorphism in prehistoric the Rapanui**
American Association of Physical Anthropology Annual Meeting
April 14th – 17th Albuquerque, New Mexico
Co-author with A.R. Harrison

2009 **People of the Kouris Valley: The University Museum and its contribution to Cypriot Physical Anthropology**
The Ancient Kourion Area: Penn Museum's Legacy and Recent Research in Cyprus
University of Pennsylvania Museum of Archaeology and Anthropology
March 27th – 29th Philadelphia, Pennsylvania

2007 **Types No More: Biodistance and the Archaeologist**
American Schools of Oriental Research Annual Meeting
November 14th – 17th San Diego, California

2007 **From Typology to Population Genetics: Biodistance in Cypriot Archaeology**
7th Meeting of the Postgraduates in Cypriot Archaeology
October 19th – 20th 200, Nicosia, Cyprus

2007 **Pelvic Variability and Sexual Dimorphism in prehistoric the Rapanui**
VII International Conference on Easter Island and the Pacific
August 20 – 25th, Visby, Gotland, Sweden
Co-author with A.R. Harrison

2006 **Industrial Dental Wear from Venetian Period Cyprus**
16th Meeting of the European Paleopathology Association
August 28th – September 1st 2006, Santorini, Greece.

2006 **A Preliminary Look at the People from Kourion's Amathus Gate Cemetery**
Cyprus American Archaeological Research Institute Annual Workshop
June 28th, 2006, Nicosia, Cyprus.

2006 **The Bioarchaeology of City Planning and Public Health at Late Roman Kourion, Cyprus**
Society for American Archaeology Annual Meeting
April 2006, San Juan, Puerto Rico Co-Author D.A. Parks

2005 **Specialized Dental Wear from Venetian Period Cyprus**
Society for American Archaeology Annual Meeting
April 2005, Salt Lake City, Utah

2004 **Hierarchies, Heterarchies and Biological Variation in Late Bronze Age Cyprus**
American Anthropological Association Annual Meeting
December 2004, Atlanta, Georgia

Conference Presentations: (Cont.)

2004 **Interregional gene flow in the eastern Mediterranean: A Cypriot Melting Pot?**
American Association of Physical Anthropologists
April 2004, Tampa, Florida

2003 **Short Skulls, Long Skulls and Thalassemia: J. Lawrence Angel and the Development of Cypriot Anthropology**
American Schools of Oriental Research Annual Meeting
November 2003, Atlanta, Georgia

2003 **Cranial Variation in a Bronze Age Skeletal Series from Cyprus: A study of population dynamics in the eastern Mediterranean**
American Association of Physical Anthropologists
April 2003, Tempe, Arizona
Co-author P.H. Moore-Jansen

2000 **Preliminary report on the Skeletal Remains from Kourion's Amathus Gate Cemetery, Cyprus**
Midwest Bioarchaeology and Forensic Anthropology Conference
October 2000, Columbia, Missouri

1998 **Skeletal Evidence of Child Abuse: An Overview**
Midwest Bioarchaeology and Forensic Anthropology Conference
October 1998, Iowa City, Iowa

1998 **A Possible Case of Acromegaly in a Modern and Prehistoric Skull**
Central States Anthropology Conference
March 1998, Kansas City, Missouri
Co-author C. Ball

1997 **A Case of Adenocarcinoma in a 51 Year-old Black Male**
Midwest Bioarchaeology and Forensic Anthropology Conference
October 1997, Chicago, Illinois
Poster Presentation co-authors J. T. Watson and P. H. Moore-Jansen

Publications:

In Press

Harper, N.K.
People of the Kouris Valley: The University Museum and its contribution to Cypriot Physical Anthropology
The Ancient Kourion Area: Penn Museum's Legacy and Recent Research in Cyprus
University of Pennsylvania Museum of Archaeology and Anthropology series
E. Herscher, Ed.

Publications: (cont.)

In Press

Harper, N.K.
Trade of Trousseau: Skeletal Evidence of Spinning and Weaving in Medieval Malloura
Chapter in "Crossroads and Boundaries: The Archaeology of the Past and Present in the Malloura Valley, Cyprus."
P.N. Kardulias, M.K Toumazou and D.B. Counts, Eds.
American Schools of Oriental Research Monograph Series
Publication 2010

In Press

Harper, N.K. and T.A. Tung,
Kinship and Burial in *Magara Tepeşi* and Athienou-*Malloura*
Chapter in "Crossroads and Boundaries: The Archaeology of the Past and Present in the Malloura Valley, Cyprus."
P.N. Kardulias, M.K Toumazou and D.B. Counts ed.
American Schools of Oriental Research Monograph Series
Publication 2010

In Preparation

Harper, N.K. and N.M. Chapman
The People of Kourion's Amathus Gate Cemetery
Chapter in "Excavations at Kourion's Amathus Gate Cemetery by D.A. Parks"
M. Given Ed.
American Schools of Oriental Research Monograph Series
Publication 2010

In Preparation

Harper, N.K. and D. A. Parks
The Bioarchaeology of City Planning and Public Health at Late Roman Kourion, Cyprus
Proceedings of SAA Meeting Symposium "The Bioarchaeology of Imperialism"
T. Tung Ed.

2010

Harper, N.K.
From Typology to Population Genetics: Biodistance in Cypriot Archaeology
Proceedings of the 7th annual meetings of Postgraduate Cypriot Archaeology (POCA)
British Archaeological Reports, International Series
A. Satraki and M Iacovou, Eds.

2009

N.K. Harper and S.C. Fox
Recent Research in Cypriot Bioarchaeology
Bioarchaeology of the Near East
Volume 2:2009
http://www.anthropology.uw.edu.pl/bne-02-01.pdf

Publications: (cont.)

2008

Harper, N.K.
Shorts Skulls, Long Skulls and Thalassemia: J. Lawrence Angel and the Development of Cypriot Anthropology
Special Issue "American Archaeologists in Cyprus"
***Near Eastern Archaeology* Vol. 71:1-2, March/June 2008 pp. 111-119**

2002

Harper, N.K.
Skeletal remains from Pegeia-*Pappara*
Appendix to E. Raptou
***Report, Department of Antiquities, Cyprus* pp. 201-234**

2001

Parks, D.A. C. P. Mavromatis and N.K. Harper
Interim Excavation Report for Kourion's Amathus Gate Cemetery.
***Report, Department of Antiquities, Cyprus* pp. 233-246**

2000

Parks, D.A. C. P. Mavromatis and N.K. Harper
Interim Excavation Report for Kourion's Amathus Gate Cemetery.
***Report, Department of Antiquities, Cyprus* pp. 305-316**

Invited Speeches & Lectures:

2010 **1st Annual Green technology Festival**
Las Vegas, Nevada
A Sustainable Future Found in the Sustainable Past: Archaeology of the Las Vegas Springs Preserve

2008 **Arizona State Museum Brown Bag Lecture**
Tucson, Arizona
Trade or Trousseau? Skeletal evidence for spinning and weaving in Medieval Cyprus

2008 **American School of Classical Studies Tea Talk**
Athens, Greece
Life's Rich Tapestry: Skeletal Evidence for Spinning and Weaving at Medieval Malloura, Cyprus

2007 **Weiner Laboratory/Fitch Laboratory Seminar**
Athens, Greece
Subject: Biodistance in the eastern Mediterranean

2003 **University of Nevada, Las Vegas Brown Bag Lecture**
Subject: Cranial Variation in Cyprus

2002 **September, Wichita State University Anthropology Colloquium.**
Subject: Biological Anthropology Research in Cyprus

Invited Speeches & Lectures: (cont.)

2002 May, Lecture, Brock University Archaeological Practicum, Nicosia, Cyprus
Subject: History of Craniometric Research in Cyprus

2002 April, Cyprus American Archaeological Research Institute, Nicosia, Cyprus
Subject: The Study of Cranial Variation in Cyprus.

2001 October, Cyprus American Archaeological Research Institute, Nicosia, Cyprus.
Subject: Migration: Population movements in the biological record

References:

Alan H. Simmons
Department of Anthropology
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas, NV 89154
simmonsa@unlv.nevada.edu

Debra Martin, Chair
Department of Anthropology
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas, NV 89154
deb.martin@unlv.edu

Peer H. Moore-Jansen, Chair
Department of Anthropology
Wichita State University
1845 Fairmount St.
Wichita, KS 67260
pmojan@wichita.edu

Additional References:

Sherry Fox, Director
Wiener Archaeology Laboratory
American School of Classical Studies, Athens
54 Souidias St
GR-106.76
Athens, Greece
sfox@ascsa.edu.gr

James T. Watson
Assistant Curator, Bioarchaeology
Arizona State Museum
University of Arizona
P.O. Box 210026
Tucson, AZ 85721-0026
watsonjt@email.arizona.ed

Derek B. Counts
Department of Art History
Univ. of Wisconsin-Milwaukee
P.O. Box 413
Milwaukee, WI, 53201
dbc@uwm.edu

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action regarding a Second Amendment to the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency and Adopting the Amended By-laws thereof concerning membership categories - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the Second Amendment to the Citizens Advisory Committee (CAC) By-laws is to broaden the scope of the resident homeowner or primary dweller of a single family home member on the Committee. The CAC is to act in an advisory capacity and to provide input to the Redevelopment Agency (RDA) and the City of Las Vegas (City) on matters relating to the RDA's proposed projects and programs. The CAC shall consist of nine members appointed by the City Council who serve without compensation. The Economic and Urban Development Department is still seeking qualified applicants. Members will be appointed at a later date.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Amendment to By-laws for the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency

SECOND AMENDMENT TO BY-LAWS
CITY OF LAS VEGAS
CITIZENS ADVISORY COMMITTEE
TO THE LAS VEGAS REDEVELOPMENT AGENCY
(REVISED JUNE 15. 2011)

I. NAME

The name of the organization shall be the Citizens Advisory Committee to the Las Vegas Redevelopment Agency ("Redevelopment Agency") and City of Las Vegas ("City") (hereinafter referred to as the "Committee").

II. PURPOSE

The purpose of the Committee is to act in an advisory capacity and to provide input to the Redevelopment Agency and the City on matters relating to the Redevelopment Agency's proposed projects and programs.

The Committee is to represent the interests of the residents of each City Ward with Redevelopment Plan areas, renters, home owners, business owners, real estate professionals, educators and other stakeholders in key decisions relating to the Redevelopment Agency's Area and the Redevelopment Plan. The Committee gives the Redevelopment Agency staff input on its proposed projects and programs. The Committee may also propose new programs and projects for the consideration of the staff of the Redevelopment Agency. The Committee may be briefed each year on how the Redevelopment Agency annual and five year budget is derived from the Redevelopment Area and applied to the Plan as regards projects and programs, and the Committee may be updated occasionally throughout the year on the status of tax increment revenues. The Committee may provide input and may make recommendations to City staff and the Redevelopment Agency concerning the Redevelopment Area, and areas now outside the Plan area suitable for possible consideration for redevelopment in the future.

III. MEMBERSHIP

A. Number of Members

The Committee shall consist of nine (9) members who shall be appointed by the Las Vegas City Council. Members shall serve without compensation.

B. Composition of Committee

The Committee shall consist of the following:

a. One (1) small business owner or storefront business owner, who is active and whose business address is located in the Redevelopment Area.

b. One (1) licensed real estate professional which may include a real estate attorney or realtor who is active in real estate transactions, financing, or analysis and whose business address is located within the Redevelopment Area.

c. One (1) member from the development business community which may include an architect, developer or contractor active in building or developing projects in the Redevelopment Area and whose business address is located within the Redevelopment Area.

d. One (1) member who is a resident homeowner or primary dweller of a single family home located within 1,000 feet of the Redevelopment Area

e. One (1) member who is an apartment renter or condominium owner and resides within the Redevelopment Area.

f. One (1) member who is an educator or community leader working to benefit children who resides in or primarily works in the Redevelopment Area.

g. One (1) Ward 1 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 1 Councilperson at the time of appointment.

h. One (1) Ward 3 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 3 Councilperson at the time of appointment.

i. One (1) Ward 5 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 5 Councilperson at the time of appointment.

C. Training of Committee Members

All new committee members must successfully complete an initial several hour training course. All members will take an annual refresher training course to review the same material, and get updates on any new redevelopment and city materials, policies, procedures and information relevant to the Committee.

The training will be led by senior members of the redevelopment agency and city staff. The subjects covered will include the concepts of American redevelopment, basis for American state's redevelopment law, the specifics of Nevada redevelopment laws, the creation and development of this redevelopment agency, the redevelopment plan and its components, how redevelopment works,

downtown and urban planning, commercial corridor planning and retail development, and concepts of community planning.

D. Vacancy on Committee

Whenever there is a vacancy on the Committee or the term of a member expires, or is terminated, his or her successor shall have the necessary qualifications so that the composition of the Committee as required by Section IIIB is maintained. Any person appointed by the City Council to fill a vacancy shall serve until the end of the unexpired term of his predecessor.

E. Terms of Appointment

a. Each of the members of the commission shall serve a term of three (3) years, except the three (3) members of Section III B d., e., and f. of the initial Committee shall serve a term of two (2) years, and the three (3) members of Section III B. g., h., and i. of the initial Committee shall serve a term of one (1) year, so that the terms of the membership shall be staggered.

b. No member may serve more than two (2) full consecutive three (3) terms. If applicable, a partial initial term of less than three (3) years of an unexpired portion of a term to which a member is appointed to fill shall not count towards the two (2) full consecutive three (3) year terms.

F. Resignation of Members

Any member may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

G. Termination of Membership

If any member attends fewer than fifty percent of the meetings held within the twelve month period following the member's appointment or an anniversary date thereof or, without excuse, attends fewer than seventy-five percent of the meetings held within the twelve month period following the member's appointment or anniversary date thereof without authorization of the Chairman or Secretary, the Committee shall send a letter to the member suggesting his resignation. If said resignation is not forthcoming, the Committee may recommend to the City Council that the member be removed from the Committee. Pursuant to LVMC Section 2.52.030, the City Council shall notify the member to appear at the next regularly scheduled meeting of the City Council to show cause why the member should not be removed from office .have authority to remove a member by providing written notice of termination of membership to the member.

IV. OFFICERS

The officers of the Committee shall consist of a Chairman, Vice Chairman and Secretary. The above officers shall constitute the Executive Board.

V. ELECTION OF OFFICERS

The Chairman, Vice Chairman and Secretary shall be elected annually at the first regular meeting of the calendar year, except that in the case of the election of the first officers of the Committee, said election may occur at any meeting of the Committee following the first meeting. The officers shall be elected by a majority of the Committee members present at said meeting, the notice of which shall have specified such election. Unless an officer resigns, dies or is removed prior thereto, he shall hold office until his successor has been chosen.

The Director of the Economic and Urban Development Department of the City of Las Vegas or his/her designee shall serve as the recording secretary of the Committee at meetings. The recording secretary shall have neither voting privileges nor authority to execute documents on behalf of the Committee. The presence of the recording secretary shall not count towards a quorum at any meeting.

VI. RESIGNATION OF OFFICERS

Any officer may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

VII. REMOVAL OF OFFICERS

Any officer may be removed with or without cause at any time by the affirmative vote of a majority of the members present at a regular or special meeting of the Committee, the notice of which shall have specified the proposed removal.

VIII. VACANCIES OF OFFICERS

Any vacancy in an office of Chairman, Vice-Chairman or Secretary may be filled for the unexpired portion of the term by the Committee.

IX. DUTIES OF OFFICERS

A. Chairman

It shall be the duty of the Chairman to act as presiding officer at all meetings unless he is incapacitated or unable to attend for any other reason. The Chairman may appoint subcommittees as deemed necessary. The Chairman shall have authority to execute documents on behalf of the Committee.

B. Vice Chairman

It shall be the duty of the Vice Chairman to preside at any meeting of the Committee and execute documents of behalf of the Committee in the absence of the Chairman.

C. Secretary

It shall be the duty of the Secretary to administer the affairs of the Committee including the overseeing the preparation of the minutes of the meetings by the recording secretary and attesting the execution of documents by the Chairman or Vice-Chairman. In the event that both the Chairman and Vice Chairman shall be incapacitated or otherwise unable to attend any regular or special meeting, the Secretary shall appoint another member to act as Chairman for that particular meeting.

X. MEETINGS

The Chairman shall call meetings of the Committee with at least five (5) business days notice to Committee members. All meetings and notices of meetings shall be in compliance with the Open Meeting Law set forth in NRS Chapter 241. The Director of the Economic and Urban Development Department or designee will assist the Committee with the preparation of the notices and agendas of the meetings

XI. QUORUM

The attendance of five (5) voting members of the Committee shall constitute a quorum at any meeting.

XII. ACTIONS

All determinations by the Committee shall be made on the basis of a majority vote of the members present. Decisions shall be determined either by a voice vote or a showing of hands at the discretion of the Chairman, except that any member including the Chairman shall have the right to demand a roll call vote upon any question. If a roll call is demanded, the specific vote of each member on the particular question shall be recorded in the Minutes of the meeting. Any tie vote shall constitute no action and a new motion may be made on the question at the same meeting. A second to a motion duly made is not required and all motions shall be voted upon. Robert's Rules of Order shall prevail in all cases that are not otherwise provided for in these By-Laws.

XIII. VOTING PRIVILEGES

All members of the Committee, including the Chairman, shall vote on all motions or resolutions presented before the Committee, unless a member(s) has a conflict of interest,

in which instance said member(s) shall abstain from voting. All members shall have the right to make a motion.

XIV. CONSTRUCTION OF BY-LAWS

Whenever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural, and conversely. If any portion of these By-Laws shall be valid or inoperative, then so far as it is reasonable and possible:

A. The remainder of these By-Laws shall be considered valid and operative, and

B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

XV. ADOPTION AND AMENDMENTS

A. Adoption

These rules shall be adopted by a majority vote of the Las Vegas City Council at which the By-Laws are scheduled at a regular meeting for approval.

B. Amendments

These rules may be amended at any time by a majority vote of the members present at a Committee meeting provided such Amendments are not inconsistent with or in conflict with the City Charter or any Ordinance of the City of Las Vegas and provided further that any proposal to amend the Rules shall be presented to the Committee at a regular meeting, discussed and tabled, and be included on the Agenda for action by the Committee at the next regular meeting.

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-25 – ABEYANCE ITEM - 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.: **84.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **85.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **86.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
Closed Session - To Be Held at Conclusion of Morning Session

Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:

A. City Attorney's Annual Performance Review
B. City Auditor's Annual Performance Review

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Open Meeting law permits the City Council to conduct closed sessions for - among other reasons - discussion and evaluation of the character and professional competence of a person. While all decisions and actual deliberation regarding compensation and employment must be made during the public agenda item which follows the closed session, these private meetings permit candid conversations which might not be appropriate for the a public meeting. Minutes of a closed session must be generated in the same fashion as the public portion of the agenda, but the minutes are confidential unless the person who is the subject of the closed session chooses to release them.

RECOMMENDATION:
A recommendation is not appropriate on this item

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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.: **88.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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.: **89.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2011

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

SUBJECT:
ABEYANCE ITEM - 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. This item was held in Abeyance from the City Council meeting of June 1, 2011.

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. Merrick, President Date: 3-4-11

Signature of Owner: Paul E. Merrick, 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.

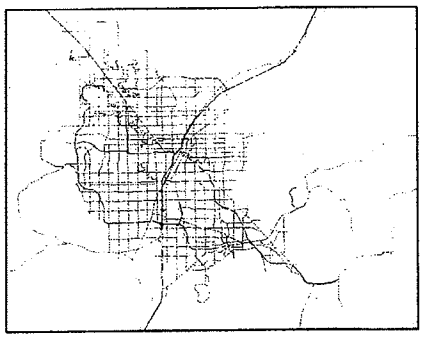
Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

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





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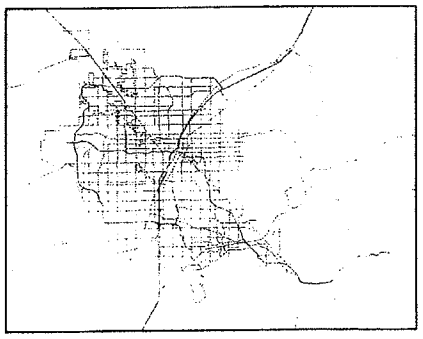
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

4245 AMETHYST AVENUE
CROSS STREETS - CRAIG//TORREY PINES

City of Las Vegas Vicinity Map





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702-229-6301

PLANNING & DEVELOPMENT

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
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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 **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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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 1135 Jessica Avenue in the amount of $4,270.35 (General Fund) and assess a maximum of $22,550 in daily civil penalties. PROPERTY OWNER: GILBERTO LOPEZ - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,270.35
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of 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 NDX, LLC to board all open doors and windows, remove front porch cover, remove all trash, debris, and high vegetation, and remove fence from front of property. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $54,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,649 invoice for NDX, LLC, in addition to other fees assessed for a total of $4,270.35, and consider assessing a maximum of $22,550 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 15, 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 1135 Jessica Avenue in the amount of $4,270.35 (General Fund) and assess a maximum of $22,550 in daily civil penalties. PROPERTY OWNER: GILBERTO LOPEZ – Ward 3 (Reese)

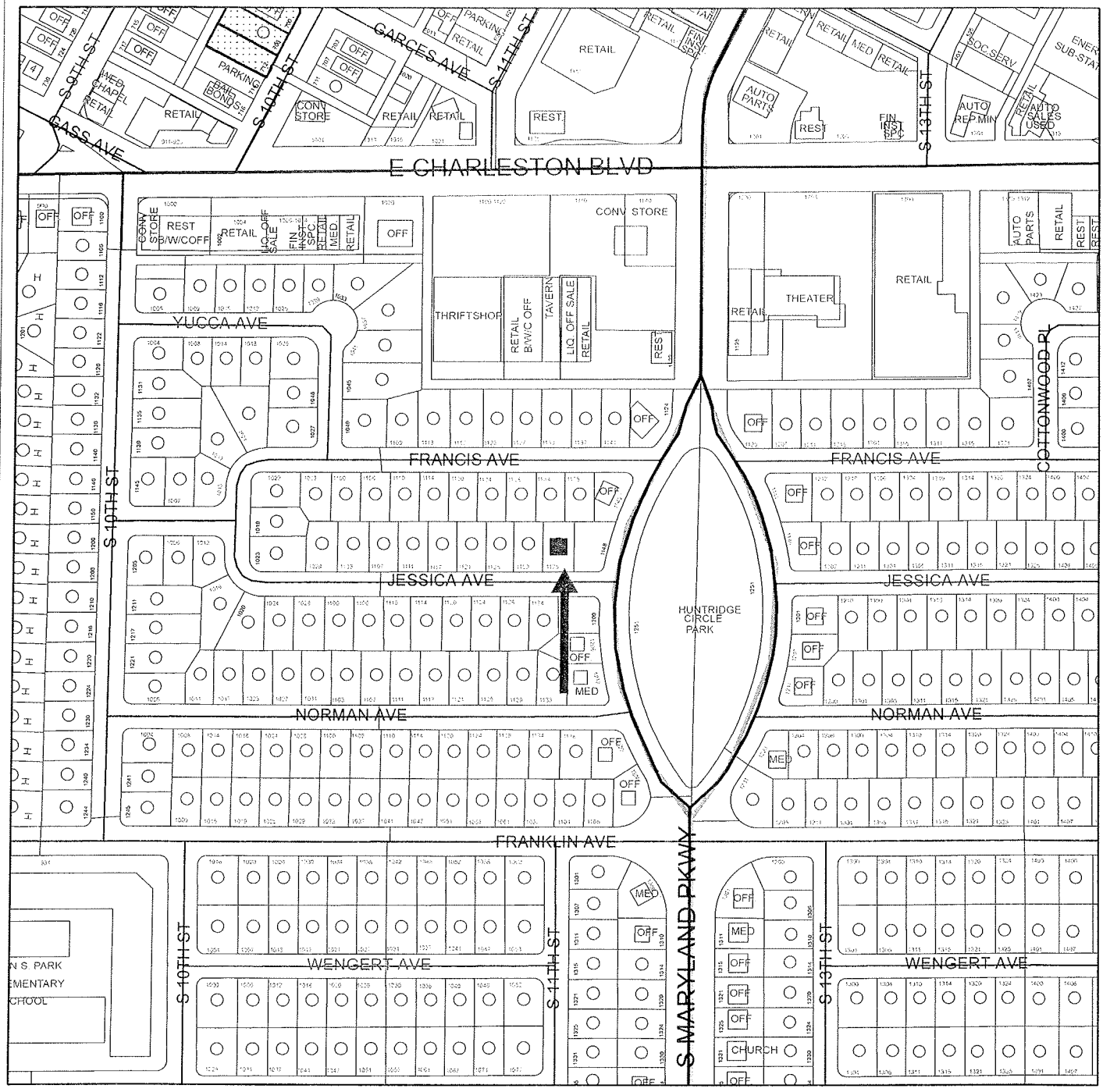
NDX, LLC completed work on April 7, 2011 at a cost of $1,649; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $4,270.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1135 JESSICA AVENUE
CROSS STREETS - CHARLESTON//MARYLAND

City of Las Vegas Vicinity Map



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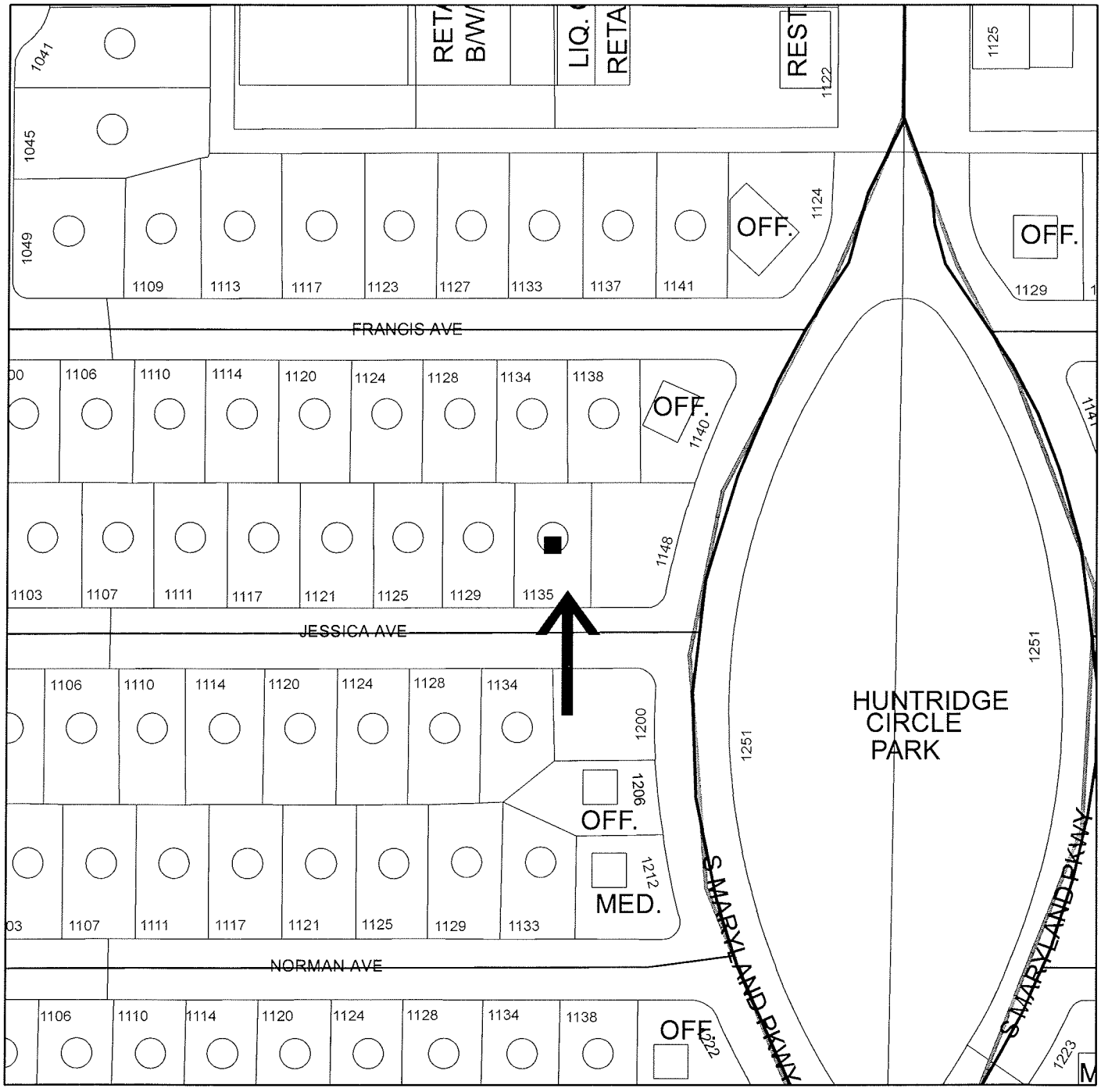
PLANNING & DEVELOPMENT

1135 JESSICA AVENUE
CROSS STREETS - CHARLESTON//MARYLAND

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: May 25, 2011

Re: Report of Expenses for the abatement of nuisance located at 1135 Jessica 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 front porch cover, removing all trash, debris, and high vegetation, and removing fence from front of property. The abatement was completed by NDX, LLC on April 7, 2011 at a cost of $1,649.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$1,000.00
Remove all trash and debris.	$249.00
Remove front porch cover.	$200.00
Remove high vegetation	$0
Remove fence from front of property.	$200.00
AMOUNT DUE:	$1,649.00
Administrative Processing Fee:	$247.35
Sub-Total:	$1,896.35
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$4,270.35**
Daily Civil Penalties – 48 days @ $500 a day (excluding civil penalty fees already assessed) February 19, 2011 to April 7, 2011	**$22,550.00**
MAXIMUM TOTAL:	**$26,820.35**
OWNER OF RECORD	GILBERTO LOPEZ
PROPERTY ABATED:	1135 Jessica Avenue
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-03-514-022
LEGAL DESCRIPTION:	HUNTRIDGE SUB TRACT 2
	PLAT BOOK 2 PAGE 37
	LOT 23 BLOCK 7

DSS:ld

NDX, LLC
2926 Brooks Park Drive, Suite 400
N Las Vegas, NV 89030

Disclosure of Principals

The principals and partners of *NDX, LLC* and all persons and entities holding more than 1% interest in *NDX, LLC* or any principal of *NDX, LLC* are the following:

	Full Name	Business Address	Business Phone
1.	BRIAN NIELSON	2926 Brookspark Dr. Suite 400	
2.	702-438-7426	North Las Vegas, NV 89030	
3.			
4.	Lex Dutson	2926 Brookspark Dr. Suite 400	
5.	702-438-7426	North Las Vegas, NV 89030	
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.

NDX, LLC

By: Dawn Salazar

State of Nevada }
County of Clark } ss:

Subscribed and sworn to before me, a Notary Public, on this 6th day of April, 2009.

JUDY LYON
Notary Public State of Nevada
No. 98-3174-1
My appt. exp. July 1, 2010

Judy Lyon

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
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STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JUNE 15, 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 15, 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 **1135 JESSICA AVENUE – Case No. 97437**. The Director of Building and Safety certifies that the sum of **$4,270.35** was expended and Civil Penalties in the sum of **$22,550.00** may be imposed for a total of **$26,820.35**. Owner of record at time of abatement: **GILBERTO LOPEZ – 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 # 97437

1135 JESSICA AVE - Map # 02525-29 Parcel 16203514022

Owner Information:

LOPEZ GILBERTO
1135 JESSICA AVE
LAS VEGAS, NV 89104-1521

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house. Door has been removed.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: January 18, 2011

Ward: 3

Date Case Resolved: April 06, 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		
1/20/11	OPEN	Front Porch Cover
Remove unpermitted front porch cover.		
AB-006: 16.08.010 UDB SEC 403		
1/20/11	OPEN	Entire Property
Repair, secure or board all unsecured windows and doors. Must be secured to CLV specifications.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
1/20/11	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		
1/20/11	OPEN	Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		
AN-009: 9.04.010 (7)(D) DILAPIDATED		
1/20/11	OPEN	Entire Property
Remove or repair broken fence.		

Chronology of Events:

January 20, 2011 **Insp#: 1080946**

33) Posted as foreclosure home, photo's taken, house unable to be secured missing doors, windows, will go right to Notice and Order.

January 20, 2011 **CORRECTION NOTICE ISSUED**

January 27, 2011 **Insp#: 1081682**

33) No change, failed inspection, photo's taken, going to Notice and Order. Call back set for 02/10/11. Corrected address to 1135.

January 27, 2011 **CORRECTION NOTICE ISSUED**

February 01, 2011	**NOTICE AND ORDER REQUEST**
	33) Prepared case for Notice and Order given to 21 for review.
February 08, 2011	**NOTICE AND ORDER PROCESSING**
	21)refer file to 33 for posting all mailings done
February 08, 2011	**NOTICE AND ORDER ISSUED**
February 08, 2011	**CORRECTION NOTICE ISSUED**
February 09, 2011	**Insp#: 1084057**
	33) No change in property, assessed fee, photo's taken, posted Notice and Order on front window, completed affidavit, call back set for 02/22/11.
February 14, 2011	**CORRESPONDENCE RECEIVED/SENT**
	ed) Received another complaint via our Website.
February 15, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 2/9/11
February 22, 2011	**Insp#: 1088081**
	33) No change in property, Notice still on window, photos taken, will move to abatement, assessed fees, call back set for 03/03/11.
February 23, 2011	**BID REQUEST BY OFFICER**
	21)refer file to office JR for bids to abate
February 23, 2011	**BID PREPERATION**
	Bid prep.
February 23, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 2/28.
March 01, 2011	**BID RECEIVED**
	Recorded & scanned bids received: 1)NDX=$1649; 2)Weaver=$1985
March 01, 2011	**10 DAY NOTICE PROCESSING**
	10 Day letter sent to Lopez Gilberto, 1135 Jessica Avenue, LV, NV 89104. File given to #33 for posting.
March 01, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
March 01, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
March 02, 2011	**Insp#: 1092290**
	33) No change, posted on front window, photo's taken, fee's assessed, affidavit completed, call back set for 03/14/11.
March 07, 2011	**PHONE CALL**
	33) Received call from Citizen Pat, 241-0232, regarding house, advised of status.
March 14, 2011	**Insp#: 1095930**
	33) No change, notice stilll posted, photo's taken, procede with abatement, case forwarded to 21. Call back set for 04/07/11.
March 22, 2011	**PROCEED WITH ABATEMENT**
	21)refer file to office staff-proceed with contractor abatement

March 28, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to NDX. Pending start date.	
March 28, 2011	**VIDEO REQUEST**	
	Requested Before Video from #21.	
March 28, 2011	**ADMINSTRATIVE**	
	Start date of 3/31	
March 30, 2011	**PRE-ABATEMENT VIDEO**	
	21)pre photos in cc items file, no pre video	
March 30, 2011	**PHONE CALL**	
	33) Received call from female named Donna,678-6338, called back left message.	
April 06, 2011	**VIDEO REQUEST**	
	After Video request given to #21.	
April 06, 2011	**Insp#: 1100259**	
	33) Clean, closed, secured, abated.	
April 07, 2011	**ADMINSTRATIVE**	
	Invoice received without dump receipt. Called NDX and spoke with Dawn. She will fax over copy. Pending payment.	
April 07, 2011	**POST-ABATEMENT VIDEO**	
	21)post video in f drive photos in cc items file	
April 07, 2011	**POST-ABATEMENT VIDEO**	
	21)post video in f drice,photos in cc items file	
April 12, 2011	**ADMINSTRATIVE**	
	Per #21: pay invoice.	
April 12, 2011	**ADMINSTRATIVE**	
	Invoice paid. Data entry in details tab. File give to #21.	
May 24, 2011	**REFERRED**	
	21)refer to LD to place on cc agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	01/27/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/09/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	02/09/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/22/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	02/22/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/02/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	03/02/2011	
LATE FEE	$12.00	U	03/13/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/14/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	03/14/2011	
LATE FEE	$18.00	U	03/26/2011	
NUISANCE ABATEMENT FEE	$1,649.00	U	04/12/2011	
ADMINISTRATIVE	$247.35	U	04/12/2011	

Total Amount Due: **$4,216.35**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	NDX	A	2/28/11
	Bid Amount:	1,649.00		
	Bid Award Date:	3/28/11		
	Contractor Start Date:			
	Description:			
1	NUISANCE	AMER DEMO	L	3/1/11
	Bid Amount:	1,125.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
1	NUISANCE	WEAVER	NA	2/28/11
	Bid Amount:	1,985.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			

APN 162-03-514-022

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **GILBERTO LOPEZ**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-514-022**
Commonly known as: **1135 Jessica Avenue**
Legal Description: **HUNTRIDGE SUB TRACT 2**
PLAT BOOK 2 PAGE 37
LOT 23 BLOCK 7

On **April 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 **$4,270.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$22,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$26,820.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 15, 2011** ordered the above charges in the amount of **$26,820.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #97437

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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 513 Harrison Avenue in the amount of $2,423.50 (General Fund) and assess a maximum of $47,050 in daily civil penalties. PROPERTY OWNER: KIMBERLY M WILLIAMS ETAL - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,423.50
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 Blast Janitorial Services to board all open doors and windows, remove all trash, debris, and high vegetation. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $45,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $650 invoice for Blast Janitorial Services, in addition to other fees assessed for a total of $2,423.50, and consider assessing a maximum of $47,050 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 15, 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 513 Harrison Avenue in the amount of $2,423.50 (General Fund) and assess a maximum of $47,050 in daily civil penalties. PROPERTY OWNER: KIMBERLY M WILLIAMS ETAL – Ward 5 (Barlow)

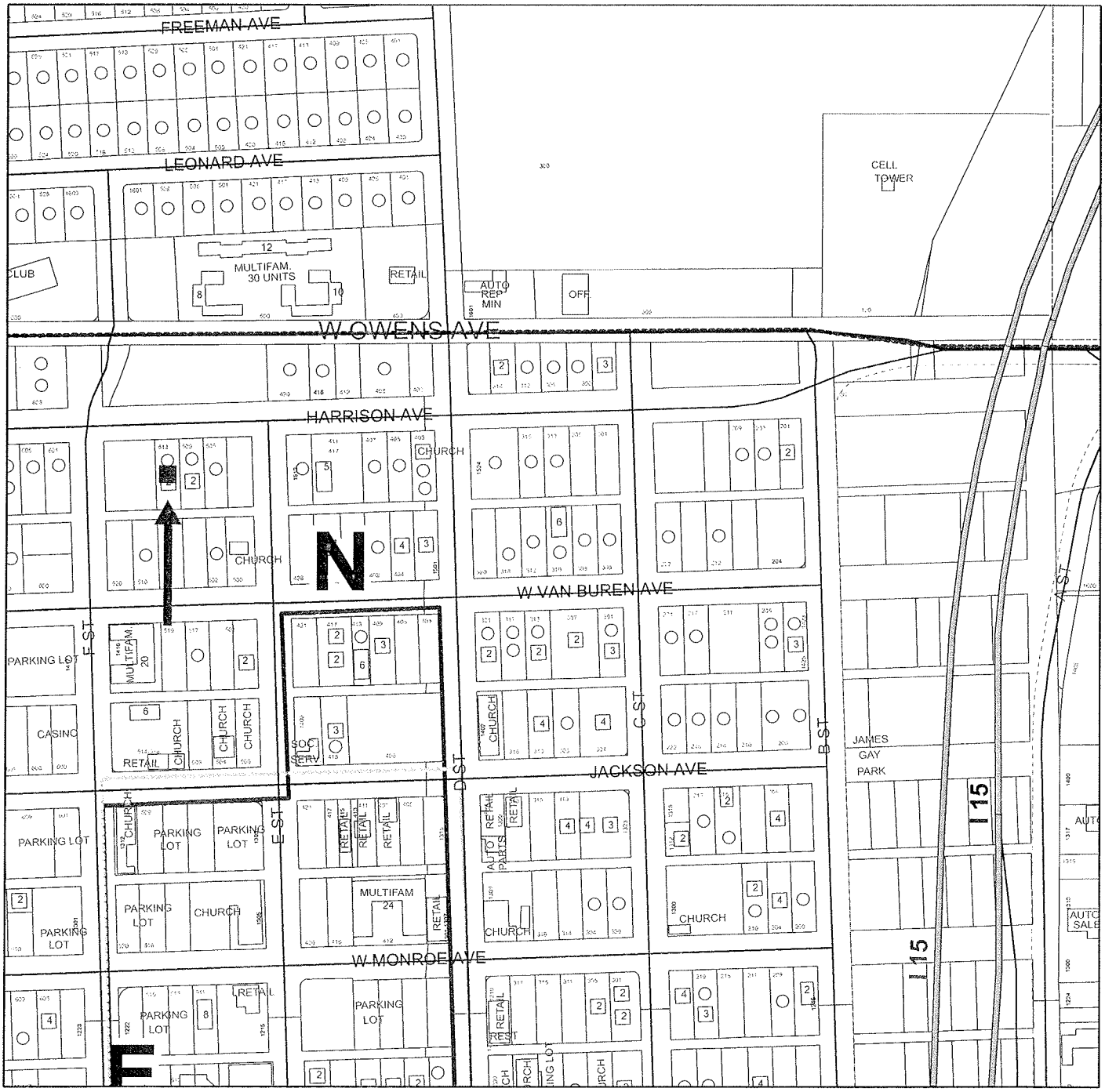
Blast Janitorial Services completed work on April 1, 2011 at a cost of $650; $726 in reinspection fees (w/late fees); $950 in civil penalties; plus a 15% administrative fee for a total of $2,423.50.

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.

513 HARRISON AVENUE
CROSS STREETS - OWENS//I15

City of Las Vegas Vicinity Map



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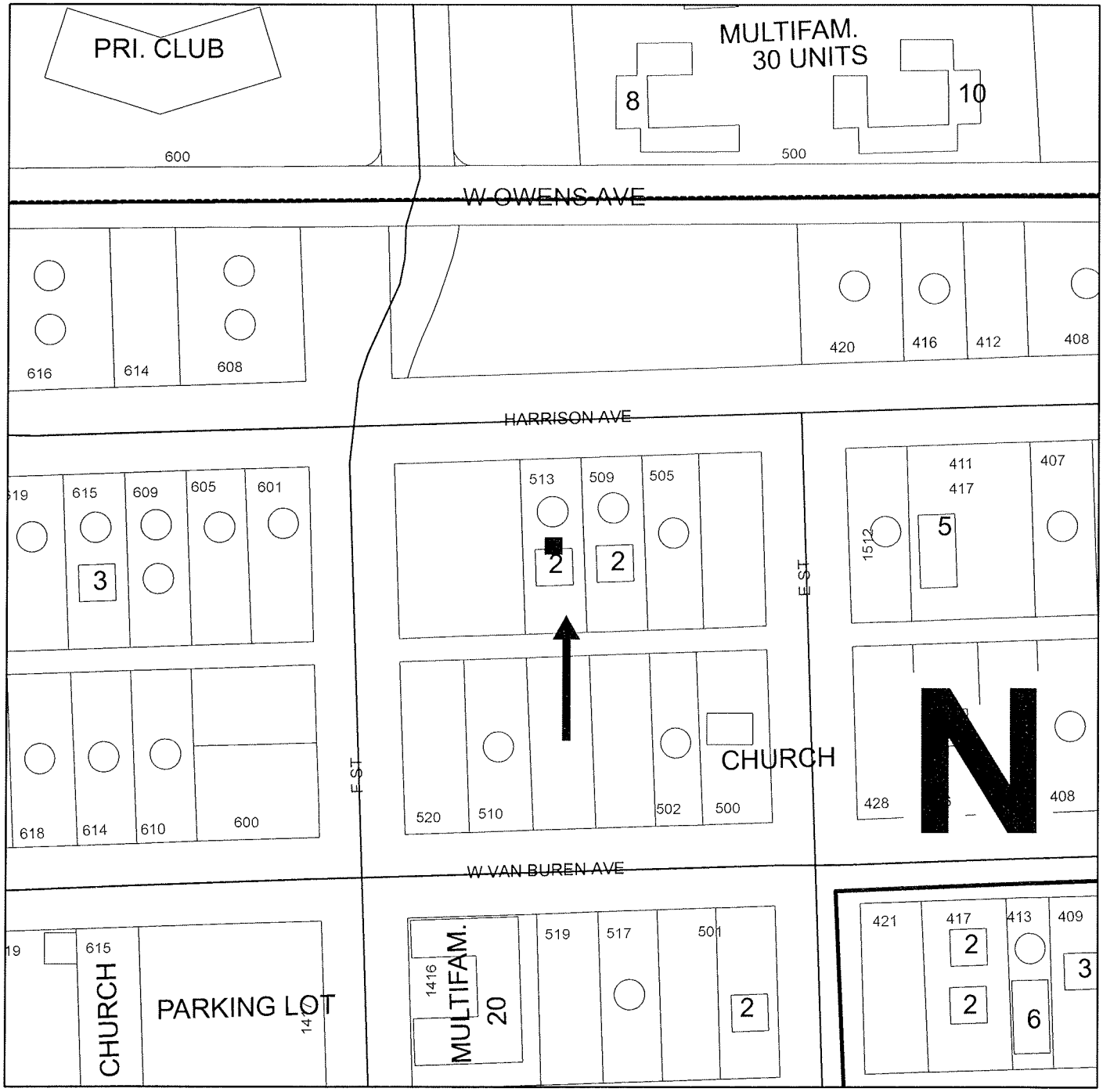
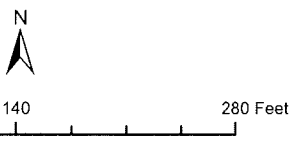
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

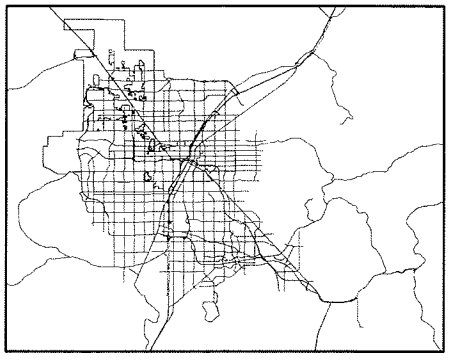
PLANNING & DEVELOPMENT

513 HARRISON AVENUE
CROSS STREETS - OWENS//I15

City of Las Vegas Vicinity Map







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702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: May 25, 2011

Re: Report of Expenses for the abatement of nuisance located at 513 Harrison Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, and high vegetation. The abatement was completed by Blast Janitorial Services on April 1, 2011 at a cost of $650.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$150.00
Remove all trash and debris.	$250.00
Remove all high vegetation.	$250.00
AMOUNT DUE:	$650.00
Administrative Processing Fee:	$97.50
Sub-Total:	$747.50
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
TOTAL AMOUNT DUE:	**$2,423.50**
Daily Civil Penalties – 96 days @ $500 a day (excluding civil penalty fees already assessed) December 27, 2010 to April 1, 2011	**$47,050.00**
MAXIMUM TOTAL:	**$49,473.50**
OWNER OF RECORD	KIMBERLY M. WILLIAMS ETAL
PROPERTY ABATED:	513 Harrison Avenue
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-27-110-023
LEGAL DESCRIPTION:	H F M & M ADD
	PLAT BOOK 1 PAGE 47
	LOT 10 BLOCK 10

DSS:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
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.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 19 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

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 15, 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 15, 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 **513 HARRISON AVENUE – Case No. 96688**. The Director of Building and Safety certifies that the sum of **$2,423.50** was expended and Civil Penalties in the sum of **$47,050.00** may be imposed for a total of **$49,473.50**. Owner of record at time of abatement: **KIMBERLY M. WILLIAMS ETAL – 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 # 96688

513 HARRISON AVE - Map # 02325-12 Parcel 13927110023

Owner Information:

WILLIAMS KIMBERLY M ETAL
1529 ASCENSION CIR
NO LAS VEGAS, NV 89031-1068

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: vacant house open & accessible

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: December 08, 2010

Ward: 5

Date Case Resolved: April 12, 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		
12/12/10	OPEN	Property
Board/secure building to City of Las Vegas specifications and maintain at all times.		
AB-006L: 16.08.010 UDB SEC 302 (12)		
12/12/10	COMPLIED 03/15/11	Property
Board/secure building to prevent a harbor for vagrants or an attractive nuisance to children.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
12/12/10	OPEN	Property
Please clean all refuse and waste in all yards.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
12/12/10	OPEN	Property
Please cut/remove all high weeds over 8 inches in height within public view and maintain at all times.		

Chronology of Events:

December 10, 2010 **Insp#: 1069153**

36) 12-10 High weeds, refuse and waste in all yards, and open and accessible house. The property has been boarded in the past by Code Enforcement. Old telephone numbers do not work. Going straight to Notice and Order. Call back 12-13

December 12, 2010 **EMAIL SENT OR RECEIVED**

36) 12-12 emailed safeguard to see if they can determine if a morgage is on this property.

December 17, 2010 **EMAIL SENT OR RECEIVED**

36) 12-14 Received email from safeguard stating that they could not find anything in MERS.

December 17, 2010 **NOTICE AND ORDER PROCESSING**

21) REFER FILE TO 36 FOR POSTING , MAILINGS DONE

December 17, 2010 **NOTICE AND ORDER ISSUED**

December 17, 2010	**Insp#: 1070339**
	36) 12-17 Partial pass due to time of last inspection. Took pictures. POSTED NOTICE AND ORDER. All violations still present. Call back 12-28 but due to holiday it will be later.
December 22, 2010	**RECORDED DOCUMENT**
	Ld) Recorded Nuisance N&O To Comply dated 12/17/10
January 02, 2011	**Insp#: 1072582**
	36) 1-2-11 Property still not in compliance. Trash and debris everywhere. The property is still open and accessible with high weeds. There was a homeless person sleeping on the couch with his shopping cart in the living room. I told him the place was going to get boarded up soon. Prepared and sent to 21) contractor's bid sheet to review.Took pictures. Failed inspection, call back 1-21
January 11, 2011	**BID REQUEST BY OFFICER**
	21)refer to office staff JR for bids
January 11, 2011	**BID PREPERATION**
	Bid prep.
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-Blast=$650; 2-Weaver=$935; 3-CGI-=$1875
January 19, 2011	**10 DAY NOTICE PROCESSING**
	10 day letter sent to Williams Kimberly M ETAL, 1529 Ascension Cir, N. Las Vegas, NV 89031. File given to #36 for posting.
January 19, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
January 21, 2011	**Insp#: 1075294**
	36)1-21 POSTED 10 DAY BEFORE ABATEMENT. Took pictures. Property in same condition as before. Failed inspection. Call back 2-4
February 05, 2011	**Insp#: 1082316**
	36) 2-5 Property in same condition as last inspection. Failed. Took pictures. Forward to 21) to continue abatement. Call back 2-28
February 20, 2011	**OFFICER NOTE**
	36) Paperwork misplaced during move. Forward to 21) to continue abatement.
February 23, 2011	**PROCEED WITH ABATEMENT**
	21)refer file to office staff JR to continue contractor abatement
February 24, 2011	**ADMINSTRATIVE**
	Request approval from DS to proceed with PO. Pending.
March 02, 2011	**ADMINSTRATIVE**
	PO requested. Pending DS approval.
March 07, 2011	**BID AWARDED TO CONTRACTOR**
	Bid awarded to Blast. Award Letter sent to contractor. Pending start date.
March 09, 2011	**VIDEO REQUEST**
	Request Before Video from #21.
March 15, 2011	**POST-ABATEMENT VIDEO**
	21)post video in f drive photos in cc items file

March 15, 2011	**Insp#: 1086762**

March 26, 2011	**MEETING**

36) Met with Blast at another property, He indicated that He cleaned up this property.

April 05, 2011	**VIDEO REQUEST**

After 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	**ADMINSTRATIVE**

Invoice paid. Data entry into Details tab. File given to #21.

April 12, 2011	**Insp#: 1100615**

May 24, 2011	**REFERRED**

21)refer to LD to place on cc agenda

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	01/02/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	01/21/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	01/21/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	02/05/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/05/2011	
LATE FEE	$12.00	U	02/16/2011	
LATE FEE	$18.00	U	03/07/2011	
NUISANCE ABATEMENT FEE	$650.00	U	04/12/2011	
ADMINISTRATIVE	$97.50	U	04/12/2011	

Total Amount Due: **$1,707.50**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	A	1/19/11

Bid Amount: 650.00
Bid Award Date: 3/7/11
Contractor Start Date:
Description:
Board all doors/windows. Cut/remove grass/weeds. Remove trash/debris.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	CGI	NA	1/19/11

Bid Amount: 1,875.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	1/19/11

Bid Amount: 935.00
Bid Award Date:
Contractor Start Date:
Description:

APN 139-27-110-023

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **KIMBERLY M. WILLIAMS ETAL**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-27-110-023**
Commonly known as: **513 Harrison Avenue**
Legal Description: **H F M & M ADD**
PLAT BOOK 1 PAGE 47
LOT 10 BLOCK 10

On **April 1, 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 **$2,423.50** 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 **$47,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$49,473.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 15, 2011** ordered the above charges in the amount of **$49,473.50**, 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 #96688

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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 1808 Lexington Street in the amount of $3,811.50 (General Fund) and assess a maximum of $46,550 in daily civil penalties. PROPERTY OWNER: 1ST LAS VEGAS GLOBAL INC - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,811.50
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 Blast Janitorial Services to board all open doors and windows, remove all trash, debris, high vegetation, and apply herbicide. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $58,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,250 invoice for Blast Janitorial Services, in addition to other fees assessed for a total of $3,811.50, and consider assessing a maximum of $46,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
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7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 15, 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 1808 Lexington Street in the amount of $3,811.50 (General Fund) and assess a maximum of $46,550 in daily civil penalties. PROPERTY OWNER: 1ST LAS VEGAS GLOBAL INC – Ward 5 (Barlow)

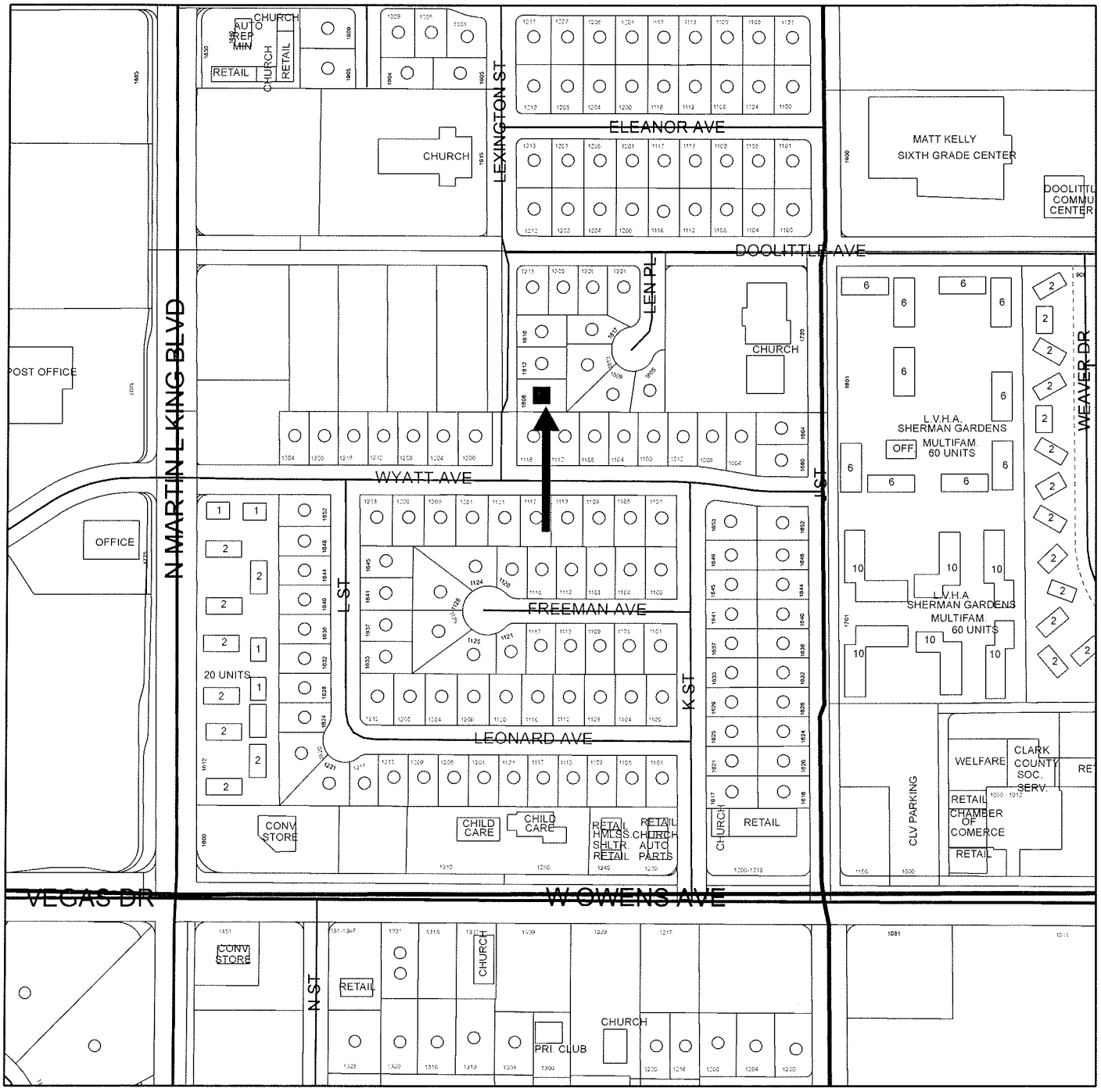
Blast Janitorial Services completed work on April 1, 2011 at a cost of $1,250; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,811.50.

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.

1808 LEXINGTON STREET
CROSS STREETS - MLK//OWENS

City of Las Vegas Vicinity Map



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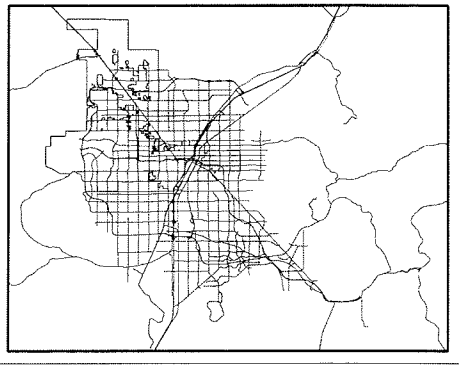

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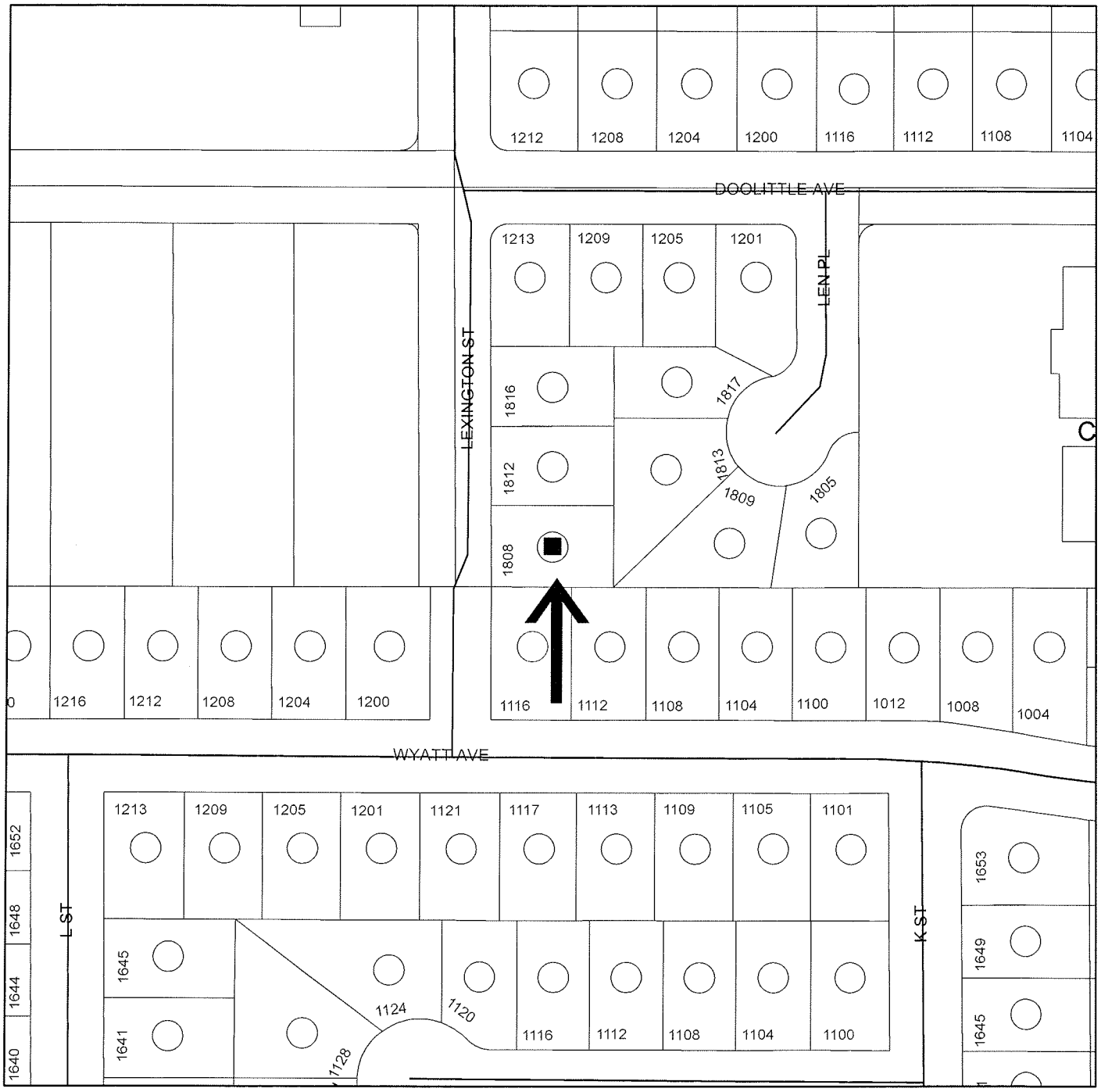
PLANNING & DEVELOPMENT

1808 LEXINGTON STREET
CROSS STREETS - MLK//OWENS

City of Las Vegas Vicinity Map



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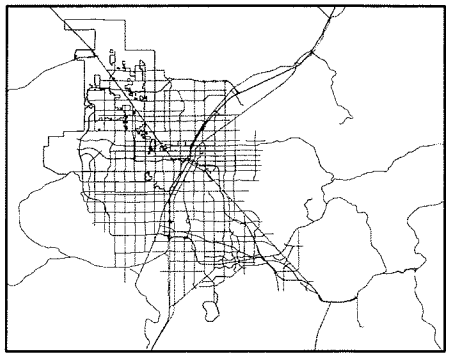

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PLANNING & DEVELOPMENT

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 25, 2011

Re: Report of Expenses for the abatement of nuisance located at 1808 Lexington 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 all trash, debris, high vegetation, and applying herbicide. The abatement was completed by Blast Janitorial Services on April 1, 2011 at a cost of $1,250.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$750.00
Remove all trash and debris.	$250.00
Remove all high vegetation and apply herbicide.	$250.00
AMOUNT DUE:	$1,250.00
Administrative Processing Fee:	$187.50
Sub-Total:	$1,437.50
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,811.50**
Daily Civil Penalties – 96 days @ $500 a day (excluding civil penalty fees already assessed) December 27, 2010 to April 1, 2011	**$46,550.00**
MAXIMUM TOTAL:	**$50,361.50**
OWNER OF RECORD	1ST LAS VEGAS GLOBAL INC
PROPERTY ABATED:	1808 Lexington Street
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-21-810-011
LEGAL DESCRIPTION:	CONTINENTAL VILLAGE UNIT #1
	PLAT BOOK 8 PAGE 47
	LOT 1 BLOCK 1

DSS:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-878-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
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.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

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 15, 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 15, 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 **1808 LEXINGTON STREET – Case No. 95752**. The Director of Building and Safety certifies that the sum of **$3,811.50** was expended and Civil Penalties in the sum of **$46,550.00** may be imposed for a total of **$50,361.50**. Owner of record at time of abatement: **1ST LAS VEGAS GLOBAL 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

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City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 95752

1808 LEXINGTON ST - Map # 02224-86 Parcel 13921810011

Owner Information:

1ST LAS VEGAS GLOBAL INC
5595 S PECOS RD
LAS VEGAS, NV 89120

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: someone living inside this house no water, power, or trash service dump their garbage in desert area across street

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: October 27, 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-006: 16.08.010 UDB SEC 403		
11/14/10	OPEN	Property
Please board/secure property from unauthorized entry to City of Las Vegas specification and maintain.		
AB-008I: HC-SEC 701.2 ELECTRICAL EQUIP		
10/31/10	OPEN	Property
Must obtain electrical service through NV Energy to occupy residence- Vacate any persons until service is restored. You have 48 hours to get power on the property or vacate.		
AB-008S: HC-SEC 1001.8 FAULTY WEATHER		
10/31/10	OPEN	Front window
Repair broken front window.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
11/14/10	OPEN	Property
Please remove all refuse and waste from public view and maintain at all times. Backyard items included.		
AN-015: 9.12.030 STORED MATERIALS		
11/14/10	OPEN	Property
Please keep all stored items out of public view and maintain. Including items in backyard.		

Chronology of Events:

October 31, 2010 **Insp#: 1056480**

36) 10-31 Went to property and talked with Shari Jones no telephone number. Travis Williams owner of property got a electrical permit on 4-13-10 and finaled. The telephone number 648-5536 has busy signal. Will follow up with Jim Shadrick tomorrow. Call back tomorrow.

November 14, 2010 **Insp#: 1057209**

36) 11-14 No answer at door and the telephone number is no longer working. The front broken window looks worse now than before. Partial pass this inspection due to failing last inspection without giving correction notice. Issued correction notice and posted on front door. There is two chairs that were not in driveway the last time I was here. Refuse and waste and or outside storage visible in back yard. I spoke with Mrs. Fleming from 1645 L street. She is related to the owner of this property. She indicated that the owner and his wife have died. The wife about 3 months ago and that his son Jason who lives with her is going to get the property when he turns 18 which is just in a few weeks. Jason called me at the office and I explained what needed to be done to get the property in compliance.

November 14, 2010 **CORRECTION NOTICE ISSUED**

November 22, 2010 **Insp#: 1061775**

36) 11-22 The front door of the house was open. I called Henry 30) to back me up. No one was in the house. We secured front door as best we could and went out back door. Call back to check on window repair. 11-29

December 03, 2010 **Insp#: 1065590**

36) 12-3 Property is still open and accessible. Front door is open and cannot latch, back slider is open, front window is still broken. Will prepare notice and order for 21)to review. Call back 12-6

December 13, 2010 **MEETING**

36) Spoke to person that was in the house. His name was Obey Cluff. He is good friends of the family and is watching the place. He indicated that B of A had a 10,000 dollar moragage on the proeprty. I will email Eric from B of A to verify. I told Obey that he was not allowed to stay at property and that it would get boarded by the City if property did not get into compliance. Will put notice and order together for 21 to review.

December 14, 2010 **NOTICE AND ORDER PROCESSING**

21)return file to 36 for posting and any additional mailings. i mailed owner of record

December 14, 2010 **NOTICE AND ORDER ISSUED**

December 17, 2010 **Insp#: 1067603**

36) 12-17 POSTED NOTICE AND ORDER, took pictures. Violations still present at site. Spoke to Ms. Fleming on L street. She indicated that Jason had moved out of the her house. I emailed Eric with B of A to see if it was his property. Jason Williams stopped by to see about the property. He indicated that he was the grandson to the owner and no other family members wanted the house. He indicated that there was a small loan from B of A and he wanted to pay it off. Jason indicated that he kicked the homeless person out of the house as of today. I explained what needed to be done to the proeprty to get into compliance. He said he would try. His telephone number is 574-4677.

December 22, 2010 **RECORDED DOCUMENT**

Ld) Recorded Nuisance N&O To Comply dated 12/17/10

January 02, 2011 **Insp#: 1072579**

36)1-2 Property still has visible weeds and refuse and waste. The front window did get boarded but not to City specifications. Failed inspection and sending 21) abatement bid sheet for review. Call back 1-7

January 11, 2011 **BID REQUEST BY OFFICER**

21)refer to office staff JR for bids

January 11, 2011 **BID PREPERATION**

Bid prep.

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-Blast=$1250; 2-CGI=$1375; 3-Weaver=$1870

January 19, 2011	**10 DAY NOTICE PROCESSING**	
	10 day letter sent to Williams Travis, 1808 Lexington St, Las Vegas, NV 89106. File given to #36 for posting.	
January 19, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
January 21, 2011	**Insp#: 1075330**	
	36) 1-21 POSTED 10 DAY BEFORE ABATEMENT.Spoke to Obi and a lady at the property. They would like to get power and water on the house so they could stay here. The back slider was open, refuse and waste still present from street to back of house and high weeds on side yard in the back of house still visible. They did give my a Lanyard Williams telephone number 427-9341. I called and talked with him, he is one of 7 or 8 brothers and sisters. He understood what I was doing as far as getting the property secured and if I could just keep him updated. Failed inspection, took pictures. Call back 2-4	
February 05, 2011	**Insp#: 1082319**	
	36) 2-5 Took pictures. Property in same condition as before. Forward to 21) to continue abatement. Call back 2-28	
February 20, 2011	**OFFICER NOTE**	
	36) During the move paperwork was misplaced. Took pictures and forward to 21) to continue abatement.	
February 23, 2011	**PROCEED WITH ABATEMENT**	
	21)refer file to JR to continue contractor abatement	
February 24, 2011	**ADMINSTRATIVE**	
	Request from DS approval to proceed with PO. Pending.	
March 02, 2011	**ADMINSTRATIVE**	
	PO requested. Pending DS approval.	
March 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to Blast. Pending start date.	
March 09, 2011	**VIDEO REQUEST**	
	Request Before Video from #21.	
March 11, 2011	**PRE-ABATEMENT VIDEO**	
	21)video in f drive, photos in cc items file	
March 26, 2011	**MEETING**	
	36) 3-26 Blast on site working on property. James indicated property should be done by Monday.	
April 05, 2011	**VIDEO REQUEST**	
	After 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	**ADMINSTRATIVE**	
	Invoice paid. Data entry in Details tab. File given to #21.	
April 12, 2011	**Insp#: 1086760**	
May 24, 2011	**REFERRED**	
	21)refer to LD to place on cc agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	12/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/17/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	12/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	01/03/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	01/03/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	01/21/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	01/21/2011	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/31/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/05/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	02/05/2011	
NUISANCE ABATEMENT FEE	$1,250.00	U	04/12/2011	
ADMINISTRATIVE	$187.50	U	04/12/2011	

Total Amount Due: **$3,757.50**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	A	1/19/11

Bid Amount: 1,250.00
Bid Award Date: 3/7/11
Contractor Start Date:
Description:
Board all doors/windows. Cut/remove grass/weeds & apply herbicide. Remove trash/debris.

1	NUISANCE	WEAVER	NA	1/19/11

Bid Amount: 1,870.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	CGI	NA	1/19/11

Bid Amount: 1,375.00
Bid Award Date:
Contractor Start Date:
Description:

APN 139-21-810-011

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **1ST LAS VEGAS GLOBAL INC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-21-810-011**
Commonly known as: **1808 Lexington Street**
Legal Description: **CONTINENTAL VILLAGE UNIT #1**
PLAT BOOK 8 PAGE 47
LOT 1 BLOCK 1

On **April 1, 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 **$3,811.50** 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 **$46,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$50,361.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 15, 2011** ordered the above charges in the amount of **$50,361.50**, 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 #95752

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 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 201 George Place in the amount up to $32,094.23. PROPERTY OWNERS: ELISEO C & EMILIO QUINTANA - Ward 5 (Barlow)

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 Artur Terabelian, purchaser, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on May 5, 2010. The case was generated on December 1, 2009. There was one abatement action conducted on this property on March 1, 2010. The lien was recorded at Clark County Recorder's Office on May 19, 2010. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated May 5, 2011, from Artur Terabelian, purchaser, 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 15, 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 201 George Place in the amount up to $32,094.23. PROPERTY OWNERS: ELISEO C & EMILIO QUINTANA – Ward 5 (Barlow)

Today's hearing is a request from Artur Terabelian, purchaser, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on May 5, 2010. The case was generated on December 1, 2009. There was one abatement action conducted on this property March 1, 2010. The lien was recorded at Clark County Recorder's Office on May 19, 2010. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated May 5, 2011, from Artur Terabelian, purchaser, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections including interest total $2,544.23. To date, no payments have been made. Total owed on the case including civil penalties is $32,094.23.

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: 5-5-2011

Location and/or address of subject property:

Nearest major intersection: Lake Mead and D st.

Street Address: 201 George

Parcel Number: 139-22-411-063

Applicant's Address/Contact Information:
Name:_____
(please check the following the applies)
□ Owner ☒ Purchaser □ Agent □ Other *(explain)*_____
Street Address/PO Box: 7900 Thunder Echo St.
City: Las Vegas State: NV Zip Code: 89131
Phone No: 702-806-9595 E-mail: arturvegas@yahoo.com Fax No: 702-947-6064

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? $ 32,000

Signature of Applicant: _____ Date: 5-6-11

Signature of Owner: _____ Date:_____

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

I represent Citi Mortgage and the bank foreclosed the property and we are currently in contract to sell but the price the bank sold this property what the lien is the bank cannot move forward with the selling the property. I request a hearing to remove or and reduce the fines. so we can close the property, and resolve this issue.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

property is as is and the bank will not invest any more funds into this property

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

selling this property

201 GEORGE PLACE
CROSS STREETS - D ST//OWENS

City of Las Vegas Vicinity Map

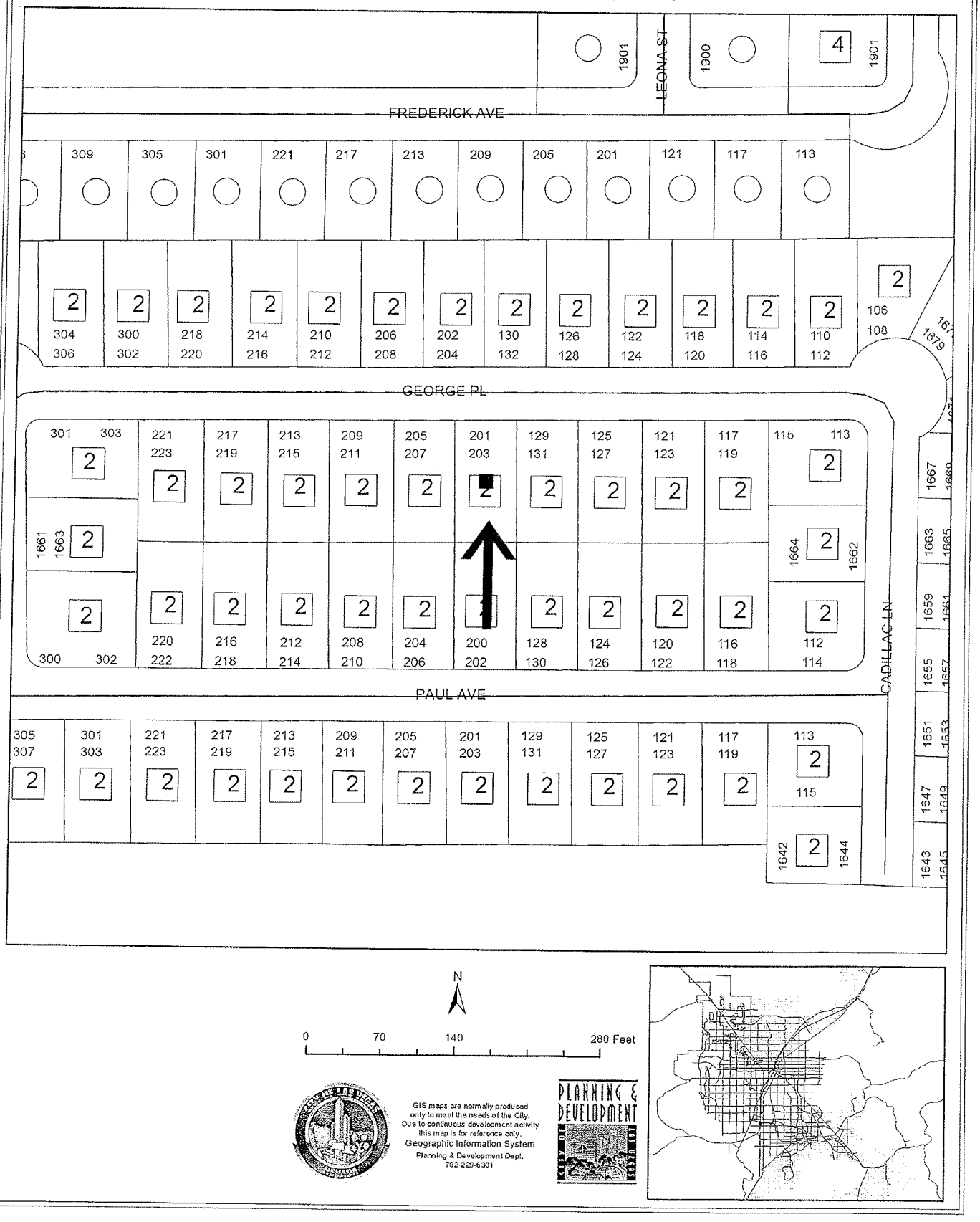


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

201 GEORGE PLACE
CROSS STREETS - D ST//OWENS

City of Las Vegas Vicinity Map



Financial Overview:

Total Amount Assessed:	$32,031.00	*Council date May 5, 2010*
Amounts Paid:	-$0.00	
Total Balance owed:	$32,094.23	
Amount Requested to be waived:	$32,094.23	

FINANCIAL BREAKDOWN:

ABATEMENT FEES	$700.00	
Subcontractor Expenses:	$0.00	
Admin Fees (15%):	$105.00	
Inspection Fees:	$660.00	
Late Fees:	$66.00	
Penalties per failed inspection:	$950.00	
Sub-total	$2,481.00	Staff recommends that none of the abatement fees be waived
Daily Civil Penalties:	$29,550.00	
Interest accrued	$63.23	Calculated by Finance and Business Services
GRAND TOTAL related to this case	$32,094.23	
Payments	-$0.00	
BALANCE DUE (w/ daily civil penalties)	**$32,094.23**	
Remaining Abatement Fees Due	$2,544.23	
Remaining Daily Civil Penalties Due	$29,550.00	

Waiver Option:

Daily Civil Penalties	**$0.00**
Outstanding Balance:	**$32,094.23**

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 15, 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 15, 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 **201 GEORGE PLACE – Case No. 84459**. The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$32,094.23** were imposed. Owner of record: **ELISEO C & EMILIO QUINTANA – WARD 5 (BARLOW)**

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.: **94.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

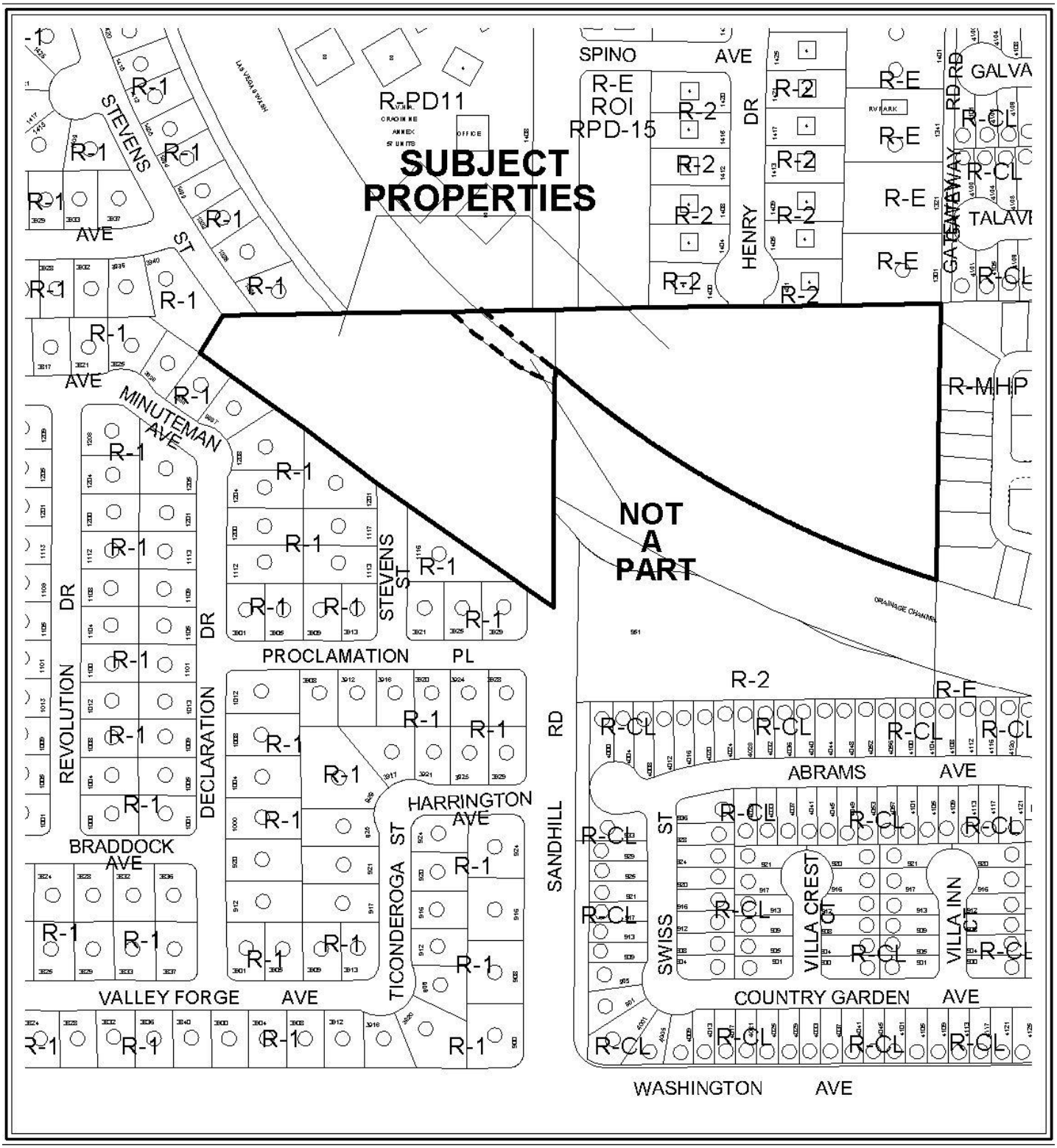
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-41556 - EXTENSION OF TIME - WAIVER - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Waiver of Title 18.12.130 requirements (WVR-33480) TO ALLOW PUBLIC STREETS TO NOT TERMINATE IN A CUL-DE-SAC on 8.78 acres at the intersection of the Las Vegas Wash and Sandhill Road (APNs 140-30-601-001, 140-30-296-001 through 003), C-V (Civic) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for WVR-33480
5. Justification Letter



0 300 600 Feet

CASE: EOT-41556

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 300 600 Feet

CASE: EOT-41556

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41556	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41556 CONDITIONS

Planning

1. This Waiver (WVR-33480) shall expire on May 6, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Waiver (WVR-33480) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a projected City Park and Trailhead, along with a Waiver of Title 18.12.130 (WVR-33480) requirement to allow public streets to not terminate in a cul-de-sac at the intersection of the Las Vegas Wash and Sand Hill Road. Plan Check #36867 was processed on 02/08/10 for the park and trailhead with several building permits issued for the assorted facilities. The applicant is requesting an Extension of Time to allow additional time to progress to a stage in the project to exercise the entitlement for the waiver. Staff is recommending approval of this request with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/07/08	The City Council approved a request for a General Plan Amendment (GPA-27207) from ML (Medium-Low Density Residential) to PR-OS (Parks/Recreation/Open Space) on 4.91 acres on the east side of Sandhill Road, adjacent to the north side of the Las Vegas Wash. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-27211) from R-E (Residence Estates) to C-V (Civic).
05/06/09	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-33478) from ML (Medium-Low Density Residential) to PR-OS (Parks/Recreation/Open Space) on 0.16 acres located north of the Las Vegas Wash at the southwest end of Sandhill Road. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-33479) to C-V (Civic) on 4.06 acres at the intersection of the Las Vegas Wash and Sandhill Road.
	The City Council approved a related request for a Waiver of the Title 18.12.130 requirement (WVR-33480) to allow public streets to not terminate in a cul-de-sac.
	The City Council approved a related request for a Site Development Plan Review (SDR-33481) for a proposed City Park.

Most Recent Change of Ownership	
03/20/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/18/10	Plan Check #36867 was approved for a community park and trailhead.
Numerous building permits have been issued for the community park and trailhead.	

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	8.78

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped land-proposed Park and Trailhead	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
North	Multi-Family Units	ML (Medium-Low Density Residential)	R-PD11 (Residential Planned Development- 11 Units per Acre)
	Single Family Residences	ML (Medium-Low Density Residential)	R-E (Residence Estates) with a Resolution of Intent to R-PD15 (Residential Planned Development- 15 Units per Acre)
South	Undeveloped Land	ML (Medium-Low Density Residential)	R-2 (Medium-Low Density Residential)
East	Mobile Home Park	ML (Medium-Low Density Residential)	R-MHP (Residential Mobile Home Park)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Waiver of Title 18.12.130 (WVR-33480) requirement to allow public streets to not terminate in a cul-de-sac for a proposed park and trailhead. Plan Check #36867 was processed on 02/08/10 for the Community Park and trailhead with several building permits issued for the assorted facilities.

FINDINGS

The applicant is requesting an Extension of Time to allow additional time to progress to a stage in the project to exercise the entitlement for the waiver. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Waiver (WVR-33480) shall be required.

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41556** APN: 140-30-601-001, 140-30-296-001 t 003

Name of Property Owner: City of Las Vegas

Name of Applicant: Michael Vlaovich

Name of Representative: Michael Vlaovich

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: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me Robin Yoakum

This 26th day of April, 2011

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public-State of Nevada
APPT. NO. 07-1185-1
My App. Expires January 04, 2015

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APR 26 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Sandhill Road and the Las Vegas Wash

Project Name Sandhill Owens Park and Trailhead **Proposed Use** City Park

Assessor's Parcel #(s) 140-30-601-001, 140-30-296-001 t 003 **Ward #** 3

General Plan: existing PR-OS proposed _____ **Zoning:** existing CV proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 9.0 **Lots/Units** _____ **Density** _____

Additional Information WVR-33480

PROPERTY OWNER City of Las Vegas **Contact** Robin Yoakum

Address 333 North Rancho Drive **Phone:** (702) 229-1022 **Fax:** _____

City Las Vegas **State** nv **Zip** 89106

E-mail Address ryoakum@lasvegasnevada.gov

APPLICANT City of Las Vegas **Contact** Michael Vlaovich

Address 333 North Rancho Drive **Phone:** (702) 229-1045 **Fax:** (702) 464-5701

City Las Vegas **State** nv **Zip** 89106

E-mail Address mvlaovich@lasvegasnevada.gov

REPRESENTATIVE City of Las Vegas **Contact** Michael Vlaovich

Address 333 North Rancho Drive **Phone:** (702) 229-1045 **Fax:** (702) 464-5701

City Las Vegas **State** nv **Zip** 89106

E-mail Address mvlaovich@lasvegasnevada.gov

Property Owner Signature* Robin Yoakum

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robin Yoakum

Subscribed and sworn before me Robin Yoakum

This 26th day of April, 20 11.

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public-State of Nevada
APPT. NO. 07-1185-1
My App. Expires January 04, 2015

FOR DEPARTMENT USE ONLY

Case #	EOT-41556
Meeting Date:	6/15/11
Total Fee:	$300.00
Date Received:*	4/26/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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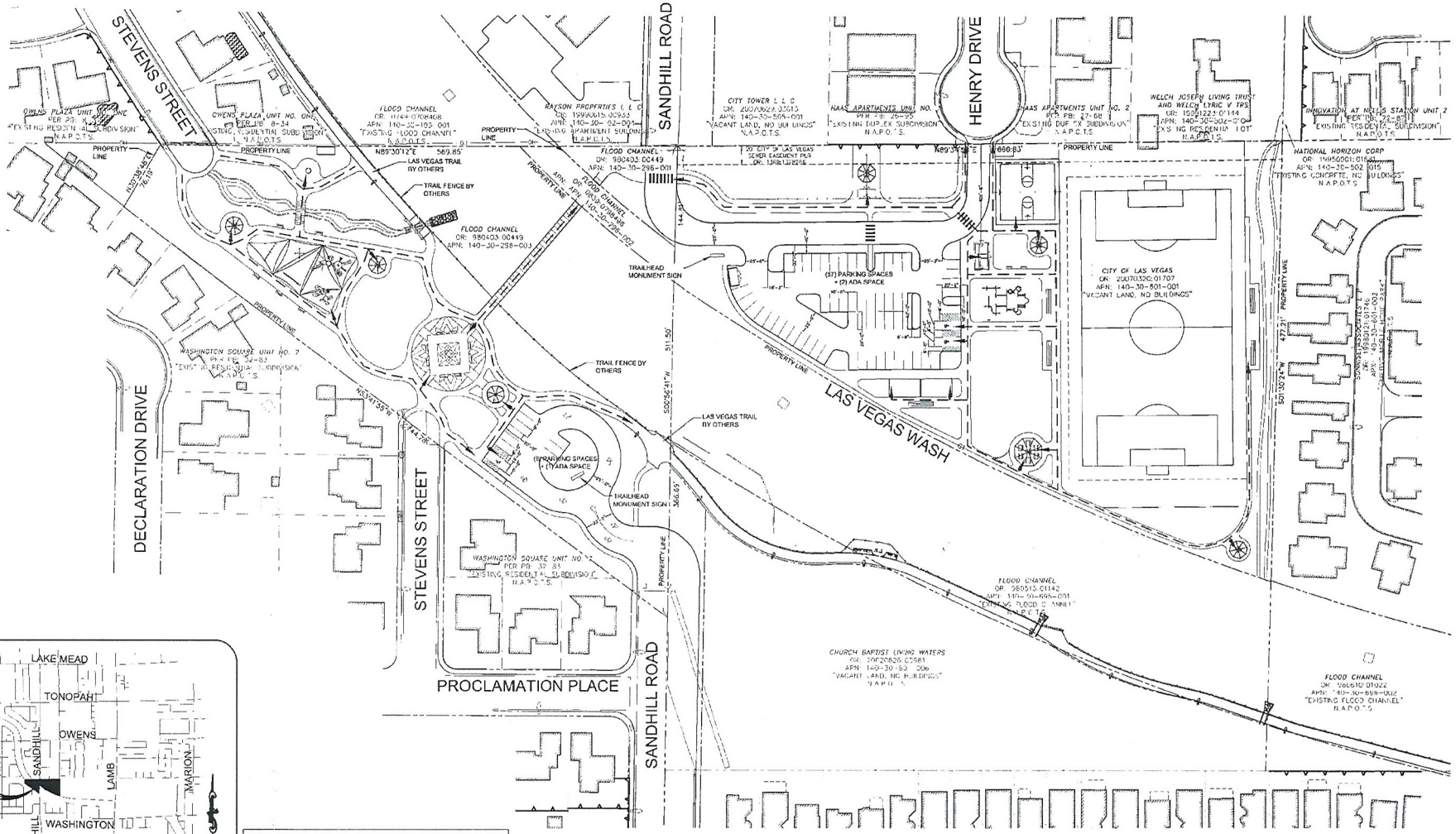
APR 26 2011
PLANNING & DEVELOPMENT

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf


STEVENS STREET
SANDHILL ROAD
HENRY DRIVE
DECLARATION DRIVE
LAS VEGAS WASH
PROCLAMATION PLACE
TRAILHEAD MONUMENT SIGN
LAS VEGAS TRAIL BY OTHERS
TRAIL FENCE BY OTHERS
(57) PARKING SPACES + (2) ADA SPACE
(9) PARKING SPACES + (1) ADA SPACE
PROPERTY LINE
FLOOD CHANNEL OR: 980403 00449 APN: 140-30-298-003
CITY OF LAS VEGAS OR: 20070330 01707 APN: 140-30-801-001 "VACANT LAND, NO BUILDINGS"
NATIONAL HORIZON CORP OR: 19950901 01561 APN: 140-30-502-015 "EXISTING CONCRETE, NO BUILDINGS"
CHURCH BAPTIST LIVING WATERS OR: 20020620 03581 APN: 140-30-601-006 "VACANT LAND, NO BUILDINGS"
FLOOD CHANNEL OR: 980515 01142 APN: 140-30-699-001 "EXISTING FLOOD CHANNEL"
FLOOD CHANNEL OR: 980515 01142 APN: 140-30-699-002 "EXISTING FLOOD CHANNEL"
WASHINGTON SQUARE UNIT NO. 7 PR-FB: 32-83 "EXISTING RESIDENTIAL SUBDIVISION"
WASHINGTON SQUARE UNIT NO. 8 PER PB: 32-83 "EXISTING RESIDENTIAL SUBDIVISION"
OWENS PLAZA UNIT ONE PER PB: 8-34 "EXISTING RESIDENTIAL SUBDIVISION"
OWENS PLAZA UNIT NO. ONE PER PB: 8-34 "EXISTING RESIDENTIAL SUBDIVISION"
HAAS APARTMENTS UNIT NO. 1 PR-FB: 26-95 "EXISTING DUPLEX SUBDIVISION"
HAAS APARTMENTS UNIT NO. 2 PER PB: 27-68 "EXISTING DUPLEX SUBDIVISION"
WELCH JOSEPH LIVING TRUST AND WELCH LYRIC V TRS OR: 19951227 01144 APN: 140-30-302-004 "EXISTING RESIDENTIAL LOT"
INNOVATION AT NELLIS STATION UNIT 2 PER PB: 72-51 "EXISTING RESIDENTIAL SUBDIVISION"
SANDHILL OWENS PARK & TRAILHEAD
APN: 140-30-298-002
APN: 140-30-298-001
APN: 140-30-102-001
APN: 140-30-102-002
APN: 140-30-102-003
APN: 140-30-102-004
APN: 140-30-102-005
APN: 140-30-102-006
APN: 140-30-102-007
APN: 140-30-102-008
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APN: 140-30-102-017
APN: 140-30-102-018
APN: 140-30-102-019
APN: 140-30-102-020
APN:

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

May 8, 2009

Clair Lewis
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, Nevada 89101

RE: WVR-33480 - WAIVER
CITY COUNCIL MEETING OF MAY 6, 2009
RELATED TO GPA-33478, ZON-33479 AND SDR-33481

Dear Mr. Lewis:

The City Council at a regular meeting held May 6, 2009 APPROVED the request for a Waiver of the TITLE 18.12.130 REQUIREMENT TO ALLOW PUBLIC STREETS TO NOT TERMINATE IN A CUL-DE-SAC on 8.78 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001, 003 and 140-30-601-001), [Proposed: C-V (Civic)]. The Notice of Final Action was filed with the Las Vegas City Clerk on May 7, 2009. This approval is subject to:

Planning and Development

1. Approval of and conformance to the conditions for Site Development Plan Review (SDR-33481) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Doreen Araujo

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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APR 26 2011

Printed with environmentally friendly soy ink.

EOT-41556

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

JORGE CERVANTES
PUBLIC WORKS DIRECTOR

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECT MANAGEMENT SECTION
CITY OF LAS VEGAS
333 N. RANCHO DR., 9TH FLOOR
LAS VEGAS, NEVADA 89106

OFFICE 702.229.6535

TTY 702.386.9108

www.lasvegasnevada.gov

February 9 , 2009
Updated April 26th, 2011 (For Revised Signature)

City of Las Vegas
Department of Planning and Development
333 North Rancho Drive
Las Vegas, NV 89106

Attn: Current Planning

RE: Justification Letter for Sandhill Owens Park and Trailhead
General Plan Amendment- APN: 140-30-296-001
Rezoning- APN: 140-30-296-001, 140-30-296-003
Site Development Review- 140-30-296-001 t 003, 140-30-601-001
Wavier of Title 18.12.130 cul-de-sacs- 140-30-601-001, 140-30-296-001 t 003 (waiver – WVR-33480)

Dear Planning:

The City of Las Vegas proposes to construct Sandhill Owens Park and Trailhead (Official Name: "Douglas A. Selby Park and Trailhead") on approximately 8.7 acres, generally located on the center line of Sandhill Road if Sandhill continued through the site and south of Owens Avenue, and hereby submits an application for a General Plan Amendment, Rezoning, Site Development Review, and a Waiver of Title 18.12.130 cul-de-sacs. The park and trailhead is comprised of several parcels, city owned and city acquired. The General Plan Amendment (APN: 140-30-296-001) will amend the smallest parcel from ML to PR-OS. The Rezoning (APN: 140-30-296-001, 140-30-296-003) will change a small portion of the park and the trailhead parcel from ROW to C-V. The Site Development Review (APN: 140-30-296-001, 140-30-296-003, 140-30-601-001) shows the proposed development of the park and trailhead parcels. The Wavier of Title 18.12.130 cul-de-sacs (APN: 30-140-30-601, 140-30-296-001, 140-30-296-003) will allow the City to construct the park and trailhead as proposed, maximizing the trailhead amenities. The site plan as presented will not change the existing street conditions and will assist with a turn-a-round. The limited distance of Stevens Street currently allows for emergency access. If required, the requirement of a full cul-d-sac would diminish the integrity of the trailhead greatly. Therefore, I am requesting a waiver of Title 18.12.130 cul-de-sacs.

The proposed park improvements include a synthetic turf field for soccer, restroom, fitness cluster, basketball court, dog runs and parking. The trailhead improvements include a shaded playground for all age groups, picnic areas, and area for a future restroom, fun ball area, plaza, kiosk, trail, trail signage and parking. A pedestrian bridge will span the Las Vegas Wash making both sites accessible.

RECEIVED
APR 26 2011

EOT-41556

WRG Design Inc. was the successful consultant selected by the City to perform the design services for the park, trailhead and bridge. They are a multi-discipline firm specializing in park, trailhead and recreational development, and have been successful on similar types of projects in the valley. They bring many years of experience to the project.

The City of Las Vegas looks at this project as a winning solution that will assist with the growing demands for park and trailheads in the Las Vegas valley and will enhance the safety and welfare of the surrounding area. Please recommend approval of this project and the requested waiver as presented. Thank you.

If you have any questions, please contact me at 229-1045

Michael J. Vlaovich, AIA
Architectural Project Manager
City of Las Vegas Public Works
229-1045 (fax) 464-5701

EOT-41556

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

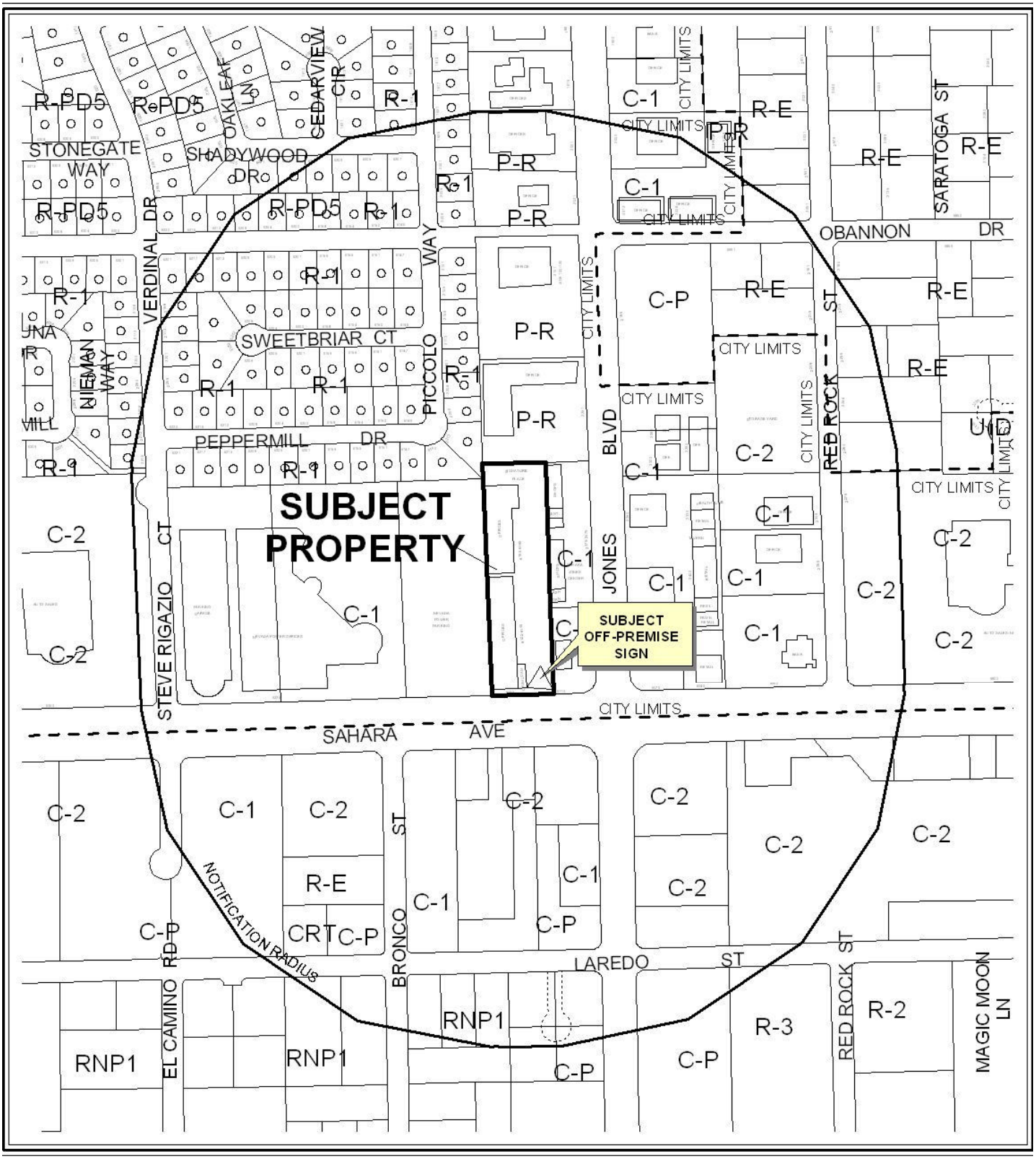
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-41221 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RIVERPARK IV, LLC - Required Review of a previously approved Special Use Permit (SUP-3115) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6118 West Sahara Avenue (APN 163-02-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

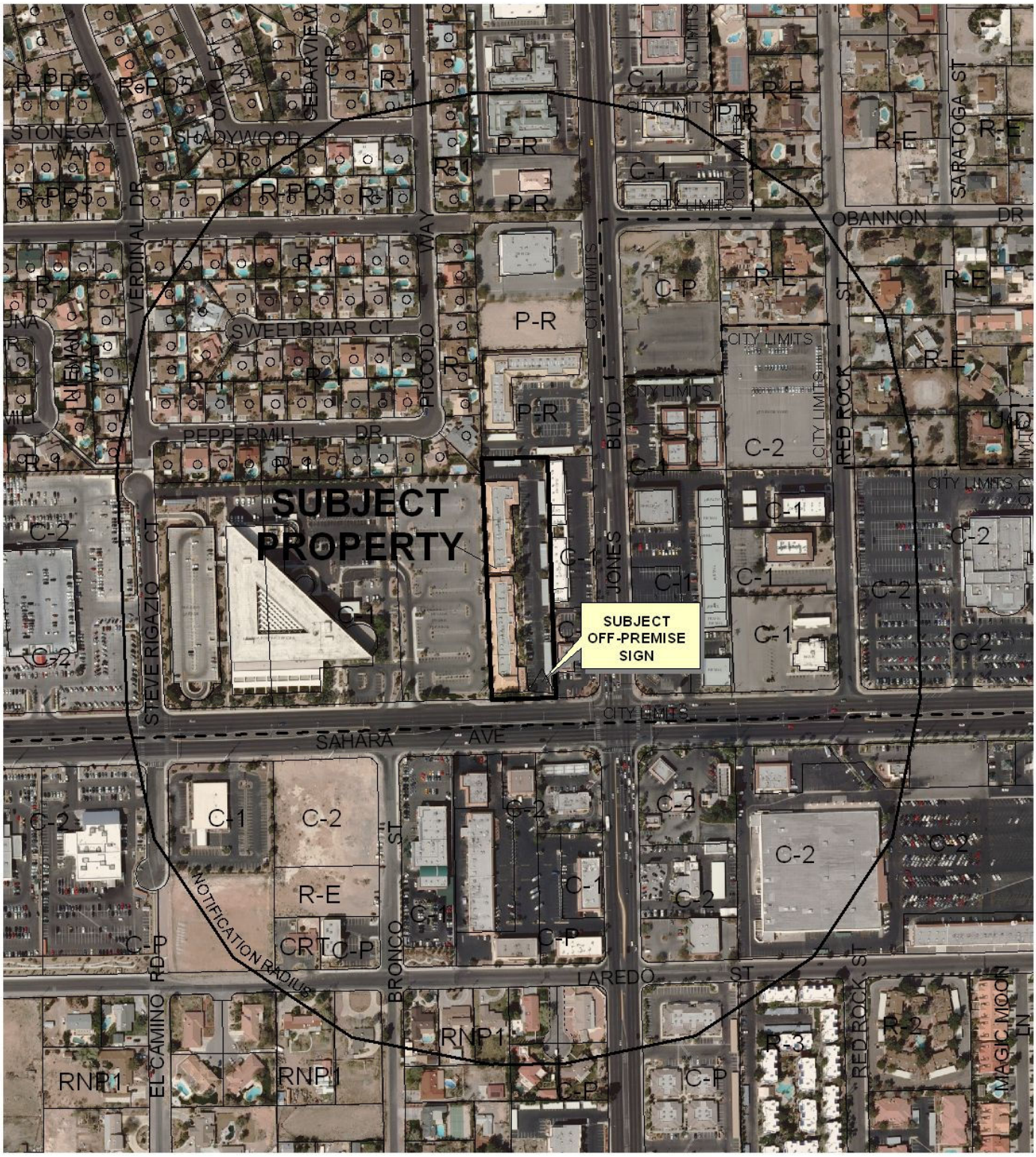
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-26970
6. City Council Approval Letter for SUP-3115
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Item RQR-41221



CASE: **RQR-41221**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **RQR-41221**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-41221

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RIVERPARK IV, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-41221	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-41221 CONDITIONS

Planning

1. Conformance to the approved conditions for Special Use Permit (SUP-3115).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The paint color to be used for graffiti removal shall match the color used for the supporting structure.

5. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

6. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a required Two-Year Review of an approved Special Use Permit (SUP-3115) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6118 West Sahara Avenue. This is the third Required Review since the initial approval of the Special Use Permit (SUP-3115). The Off-Premise Sign meets all provisions of Title 19 and conditions in the area have not changed significantly since the previous approval; therefore, staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/05/89	The City Council approved the request for a Rezoning (Z-0008-89) from N-U (Non-Urban) to C-1 (Limited Commercial) on a property located on the north side of Sahara Avenue and west of Jones Boulevard. The Planning Commission and staff recommended approval.
12/03/03	The City Council approved the request for a Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 6122 West Sahara Avenue. The Planning Commission recommended denial and staff recommended approval.
04/19/06	The City Council approved the Two-Year Required Review (RQR-11402) of an approved Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6122 West Sahara Avenue. The Planning Commission recommended denial and staff recommended approval.
06/18/08	The City Council approved the Two-Year Required Review (RQR-26970) of an approved Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6122 West Sahara Avenue. The Planning Commission recommended approval and staff recommended denial.
05/10/11	The Planning Commission voted (7-0) to recommend APPROVAL PC (Agenda Item 8/rg).

Most Recent Change of Ownership	
08/23/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/18/04	A building permit (#04006179) was issued for an Off-Premise Sign at 6118 West Sahara Avenue. The building permit was finalized on 05/19/08.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/11	A site visit by staff noted that the Off-Premise Sign contained graffiti. A different color paint was used to cover additional graffiti located on the supporting pole of the sign.

Details of Application Request	
Site Area	
Net Acres	2.63

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	O (Office)	P-R (Professional Office and Parking)
South	Commercial	CG [(Commercial General) – Clark County Land Use]	C-2 [(General Commercial) – Clark County Zoning District]
East	Restaurant General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
West	Parking Lot	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.14.100, the following standards apply:

Standards	*Code Requirement*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Located north of the Sahara Avenue right-of-way, outside the Exclusionary Zone	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	C-1 zoning district	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 square feet, with no embellishments	Y
Height	No higher than 40 feet from grade at the point of construction	Maximum height of 40 feet from grade	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Screened	Y
Off-Premise Sign	At least 300 feet to another Off Premise Sign oriented along the same frontage (non-highway)	Approximately 320 feet to another Off Premise Sign	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	Approximately 580 feet from "R" zoned property to the northwest.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to ground; located on strictly commercial property	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	150*	Y

**Per Master Plan of Streets and Highways the standard arterial street width is 100 feet.*

ANALYSIS

This is the third review of the subject Off-Premise Sign located at 6118 West Sahara Avenue, which is the address assigned at the time of building permit issuance. The sign has the required building permit with final inspection completed. A site inspection was conducted by staff on March 31, 2011 and Off-Premise Sign photographs were taken. The inspection revealed graffiti on the support structure. The paint color used to cover the other graffiti did not match the existing color of the support structure. A condition of approval will require matching paint color.

FINDINGS (RQR-41221)

The subject site conforms to the requirements of Title 19, conditions of approval of Special Use Permit (SUP-3115) and conditions in the area have not changed significantly since approval of the Special Use Permit. Staff recommends approval of this review, with conditions. This Off-Premise Sign use will be subject to review in three (3) years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

NOTICES MAILED 210 (By City Clerk)

APPROVALS 1

PROTESTS 3

RG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-41221 APN: 163 02 802 004

Name of Property Owner: RIVERPARK IV LLC

Name of Applicant: Clear Channel Outdoor

Name of Representative: Rod Carter

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: Kent Clifford

Print Name: KENT Clifford

Subscribed and sworn before me

This 15 day of March, 2011

Mary Jean Lytle

Notary Public in and for said County and State

MARY JEAN LYTLE
Notary Public - State of Nevada
APPT. NO. 02782311
My App. Expires October 18, 2014

RECEIVED
MAR 16 2011

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP-3115 (RQR 26970)

Project Address (Location) 6118 W. SAHARA

Project Name Clear Channel Outdoor **Proposed Use** Existing

Assessor's Parcel #(s) 163 02 802 004 **Ward #** 1

General Plan: existing X proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required review of an approved OFF-Premise Advertising Billboard Sign located at 6118 W. SAHara

PROPERTY OWNER RIVERPARK IV LLC **Contact** Kent Clifford

Address 6118 W. SAHara **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89146

APPLICANT Clear Channel Outdoor **Contact** Rod Carter

Address 2880-B Meade Ave., Suite 350 **Phone:** 238 7209 **Fax:** 238 7260

City Las Vegas **State** NV **Zip** 89102

rodcarter@clearchannel.com

REPRESENTATIVE Same AS Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name KENT Clifford

Subscribed and sworn before me

This 15 day of March, 20 11.

_____

Notary Public in and for said County and State

MARY JEAN LYTLE
Notary Public - State of Nevada
APPT. NO. 02782311
My App. Expires October 18, 2014

FOR DEPARTMENT USE ONLY

Case #	RQR-41221
Meeting Date:	5/10/11 PC
Total Fee:	$800
Date Received:*	3/16/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

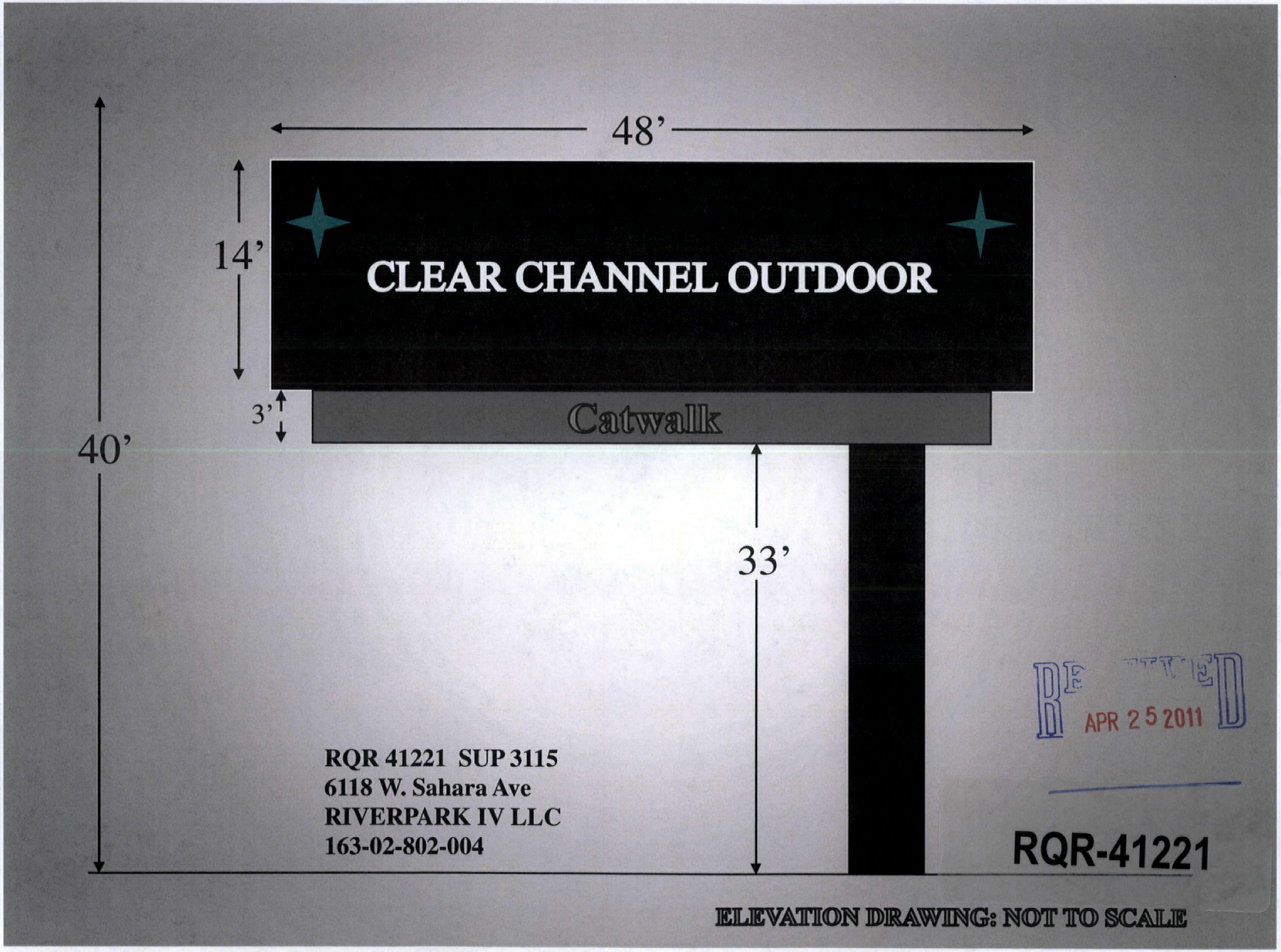
RECEIVED
MAR 16 2011

Revised 04/26/05

f:\depot\Application Packet\Application Form.pdf

RIVER PARK IV LLC
6122 W. SAHARA 89146
C1
163 02 802 004

RECEIVED
MAR 16 2011
RQR-41221


48’
14’
CLEAR CHANNEL OUTDOOR
3’
Catwalk
40’
33’
RQR 41221 SUP 3115
6118 W. Sahara Ave
RIVERPARK IV LLC
163-02-802-004
APR 25 2011
RQR-41221
ELEVATION DRAWING: NOT TO SCALE



RQR-41221 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RIVERPARK IV, LLC
6118 WEST SAHARA AVENUE

03/31/11



RQR-41221 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RIVERPARK IV, LLC
6118 WEST SAHARA AVENUE

03/31/11

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

June 20, 2008

Mr. Kent Clifford
River Park IV, LLC
6118 West Sahara Avenue
Las Vegas, Nevada 89146

RE: RQR-26970 – REQUIRED REVIEW
CITY COUNCIL MEETING OF JUNE 18, 2008

Dear Mr. Clifford:

The City Council at a regular meeting held June 18, 2008 APPROVED the Required Review of an approved Special Use Permit (SUP-3115) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 6118 West Sahara Avenue (APN 163-02-802-004), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 19, 2008. This approval is subject to:

Planning & Development

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-3115).

2. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

3. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise (Billboard) Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise (Billboard) Sign.

RQR-41221

5. If the existing Off-Premise (Billboard) Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise (Billboard) Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City of Las Vegas, or (2) the location is in compliance with all applicable standards of Title 19 including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Angela Crolli

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #350
Las Vegas, Nevada 89102

Mr. Paul Larsen
Lionel Sawyer & Collins
300 South 4th Street, Suite #1700
Las Vegas, Nevada 89101

040511

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

December 4, 2003

Mr. Ken Clifford
Riverpark IV, Limited Liability Company
6122 West Sahara Avenue
Las Vegas, Nevada 89146

RE: SUP-3115 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 3, 2003

Dear Mr. Clifford:

The City Council at a regular meeting held December 3, 2003 considered the Appeal filed by Show Media from the Denial by the Planning Commission of a request for a Special Use Permit FOR A 40-FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN located at 6122 West Sahara Avenue (APN:163-02-802-004), C-1 (Limited Commercial) Zone.

The City Council granted the Appeal; thereby APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on December 4, 2003. This approval is subject to:

Planning and Development

1. Conformance to all minimum requirements and provisions under Title 19.14.100 for the off-premise advertising (billboard) sign use and all other applicable sign requirements.

2. The Special Use Permit shall be reviewed in two years, at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise sign be removed.

3. Any required landscaping removed or displaced by erection of the off-premise sign shall be relocated or replanted to comply with the Landscape, Wall, and Buffer Standards and Title 19.12.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

RQR-41221

4. If the existing off-premise advertising (billboard) sign structure is removed, this Special Use Permit shall be expunged and a new off-premise sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council; or (2) the location is in compliance with all applicable standards of Title 19 including, but not limited to, distance separation requirements; or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

5. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

6. The off-premise advertising sign (billboard) supporting structure shall be redesigned to finish materials to complement the existing on-site building. The entire face-area of both sides of the off-premise advertising (billboard) sign shall be signage area or its border framework; none of the supporting structure shall be visible aside from the support pole.

7. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

8. The proposed billboard shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Chris Yergensen
Show Media
4680 Polaris
Las Vegas, Nevada 89103

RQR-41221

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: RQR-41221 - APPLICANT: CLEAR CHANNE OUTDOOR - OWNER: RIVERPARK IV, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 10, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM MAY 9, 2011.

Signature

5/3/11
Date

Pat Carter
Please Print Name

Clear Channel Outdoor
Company Name

RECEIVED
MAY -3 2011

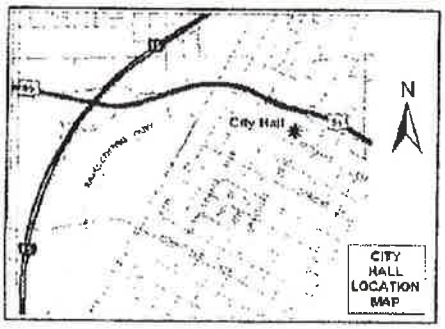
Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

8

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41221

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 5 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

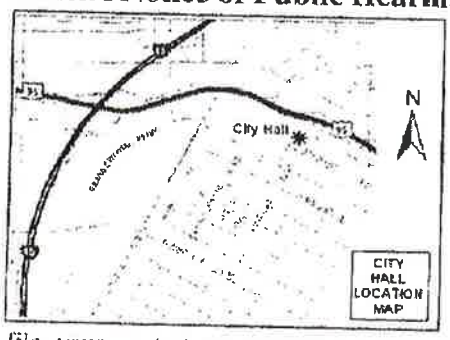
Case: RQR-41221
16312101004
NEWBERG ERIC & TERESA
10153 1/2 RIVERSIDE DR #559
NO HOLLYWOOD CA 91602-2561

88 BRDFN11 91602

8P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41221

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 5 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-41221

16312101003
D W E N L L C
10153 1/2 RIVERSIDE DR #559
NO HOLLYWOOD CA 91602-2561

88 BRDFN11 91602

8P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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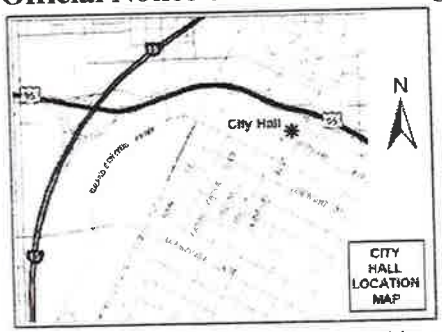
Return Service Requested

Official Notice of Public Hearing



RECEIVED
MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Concern Traffic Accidents

RQR-41221

Planning Commission Meeting of 5/10/2011

Case: RQR-41221
16311506005
PRICE JAMES WRIGHT & NORMA JEAN
6237 LAREDO ST
LAS VEGAS NV 89146-5248

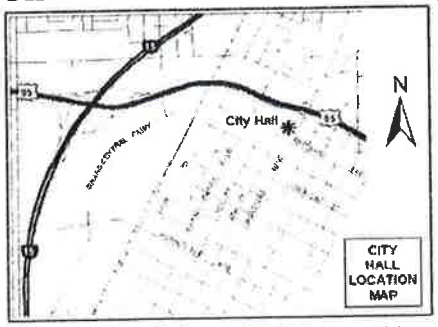
SG BRDFN11 89146

8d

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this rec
appropriate box below and return this card in an envelope w
Department of Planning, Case Planning Division at the addre
fax this side of this card to (702) 385-7268. If you would lik
Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your cor

RQR-41221

Planning Commission Meeting of 5/10/2011

Janice Dreiling
2643 Red Rock St Unit 102
Las Vegas NV 89146-5322

8A

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

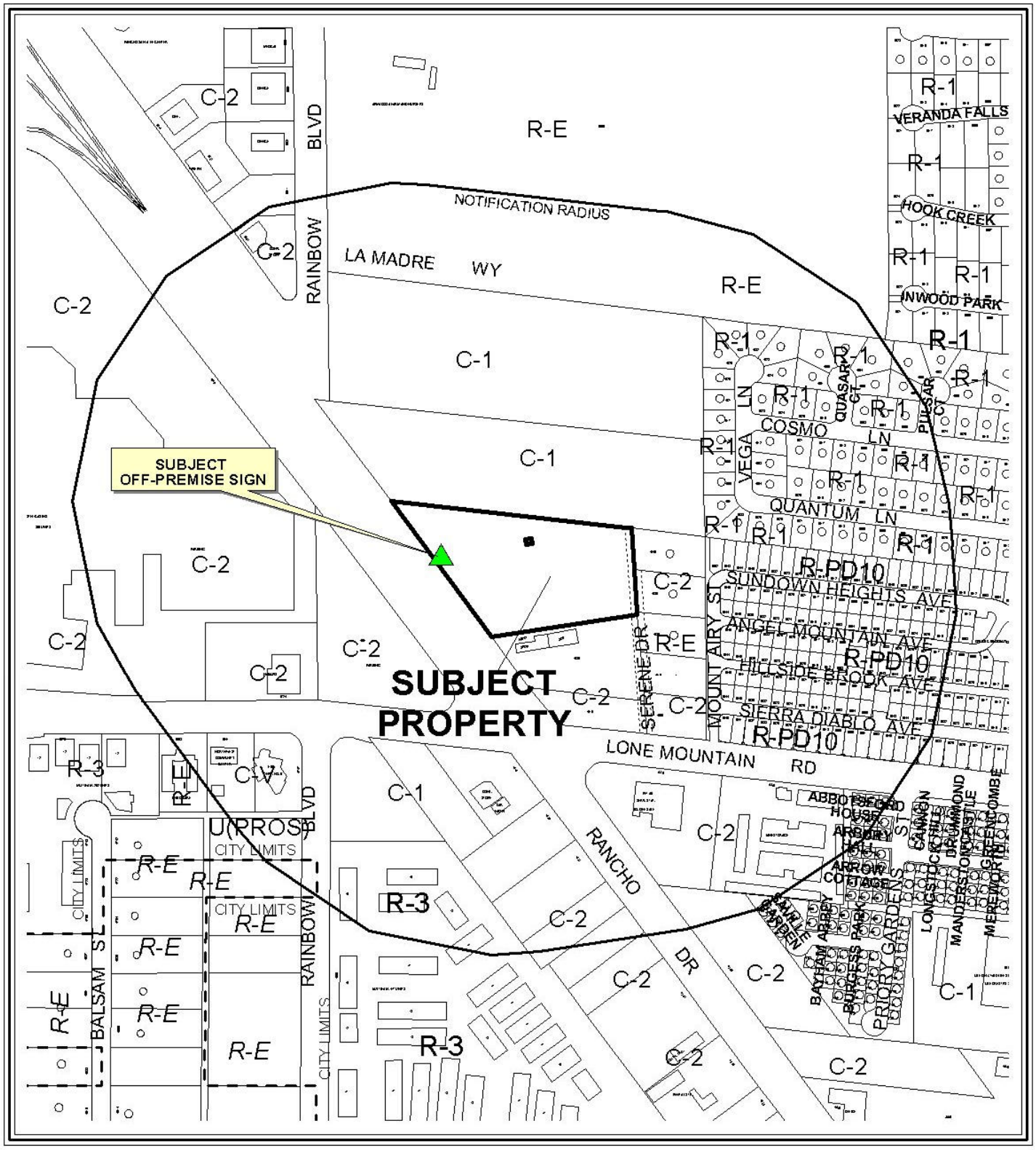
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-41222 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, INC. - OWNER: MARTIN W. GREENWALD - Required Review of a previously approved Special Use Permit (U-0237-94) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4850 North Rancho Drive (APN 125-35-401-004), C-2 (General Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-27071
6. City Council Approval Letter for U-0237-94(2)
7. City Council Approval Letter for U-0237-94(1)
8. Protest Postcard
9. Backup referenced from the May 10, 2011 Planning Commission Meeting Item RQR-41222



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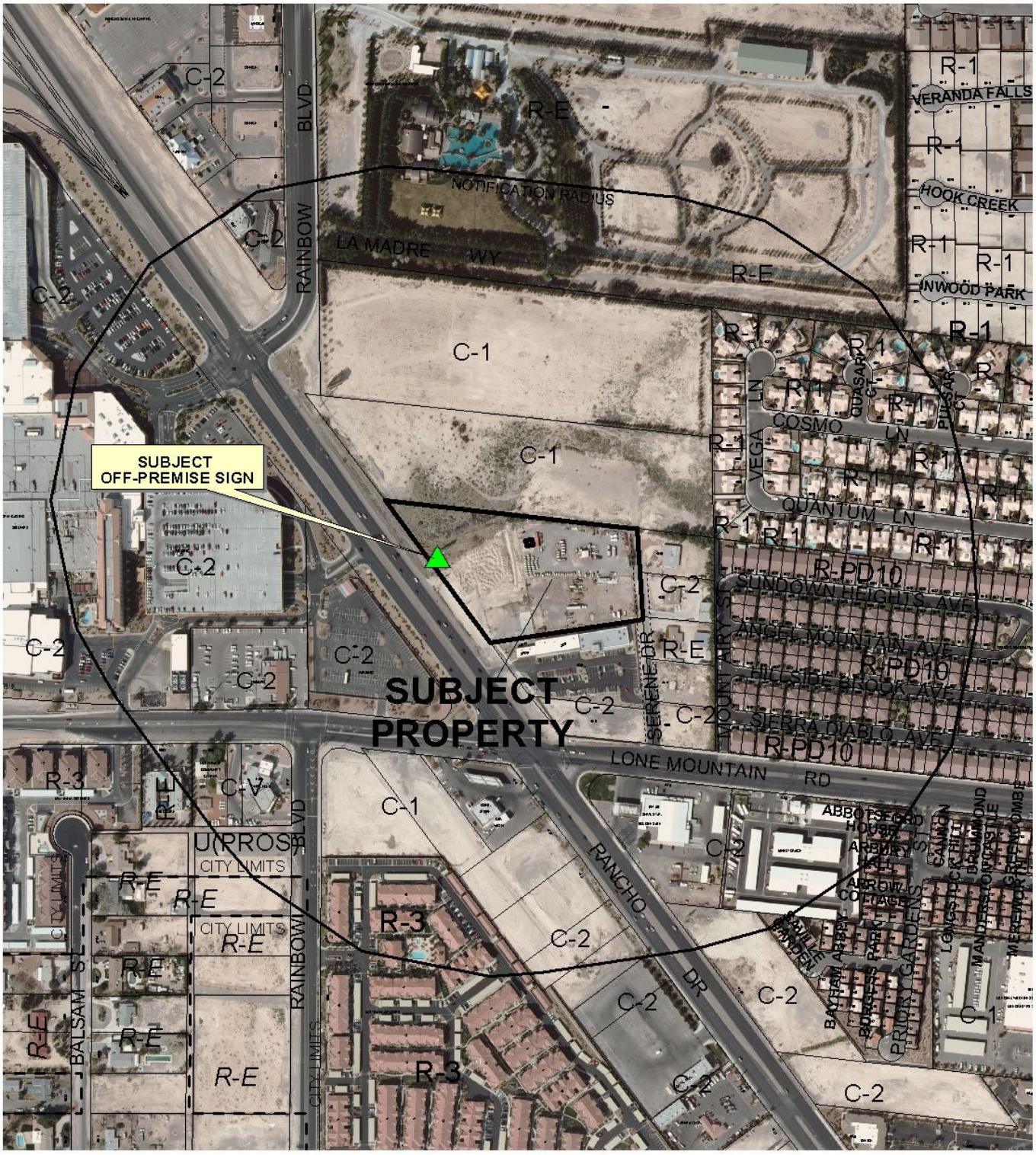
CASE: **RQR-41222**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



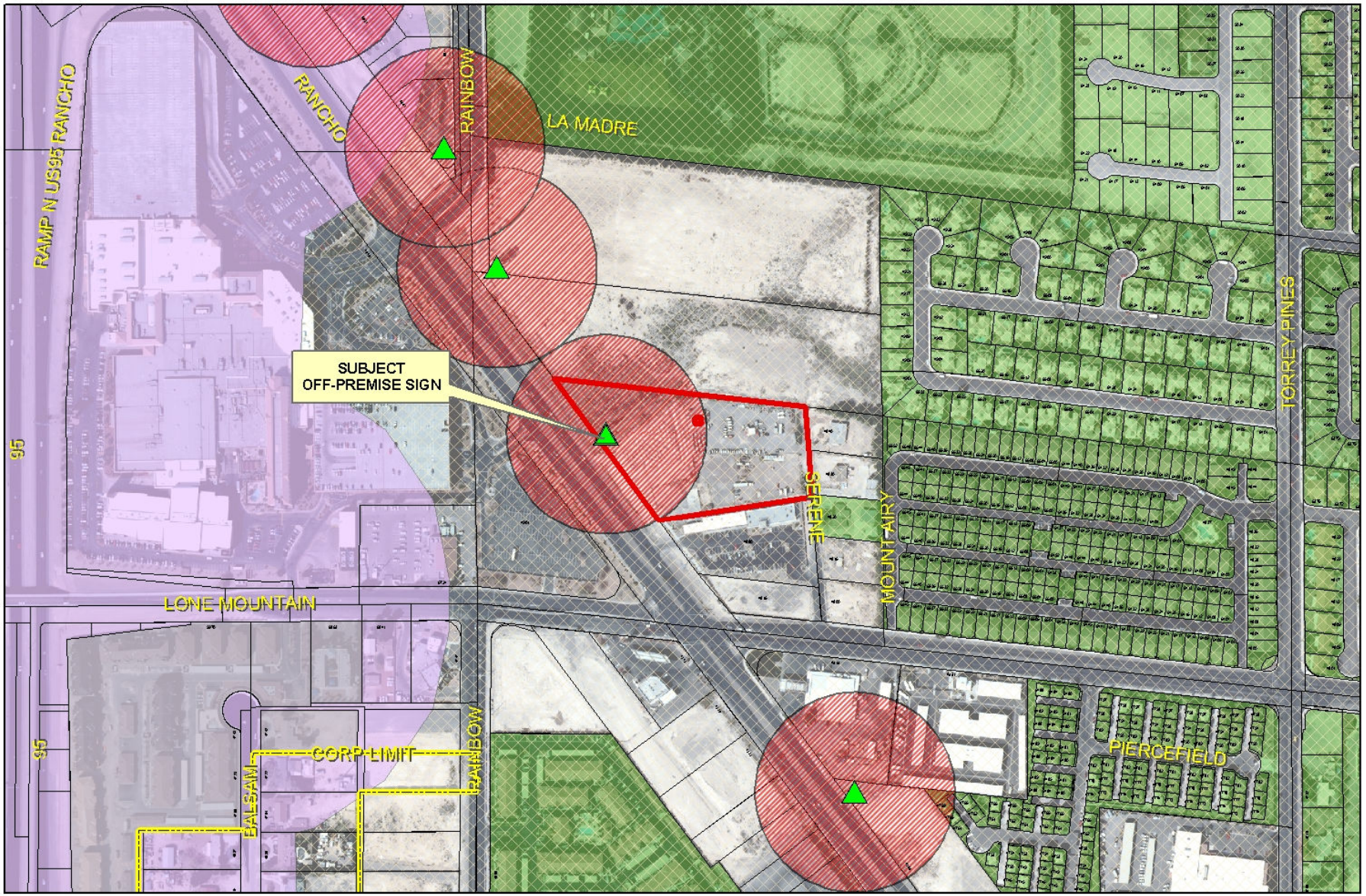
0 500 1000 Feet

CASE: **RQR-41222**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-41222

Subject Parcel

City of Las Vegas Billboard Location

Clark County Billboard Location

City of Las Vegas Billboard Data

300 Foot Buffer Around Billboard

750 Foot Buffer Around Freeway Billboard

Residential Zoned Property

Off Premise Sign Exclusion Area

Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR, INC. - OWNER: MARTIN W. GREENWALD

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-41222	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-41222 CONDITIONS

Planning

1. Conformance to the approved conditions for Special Use Permit (U-0237-94) and Site Development Plan Review (SDR-40920).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Three-Year Review of an approved Special Use Permit (U-0237-94) which allowed a 40-tall, 14-foot by 48-foot Off-Premise Sign at 4850 North Rancho Drive. This is the fifth Required Review since the initial approval of the Special Use Permit (U-0237-94). The Off-Premise Sign meets all provisions of Title 19 and conditions in the area have not changed significantly since the previous approval; therefore, staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/16/94	The City Council approved a request for a Special Use Permit (U-0237-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4850 North Rancho Drive. The Board of Adjustment recommended denial.
01/05/00	The City Council approved a Five-Year Required Review [U-0237-94(1)] of an approved a Special Use Permit (U-0237-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4850 North Rancho Drive. The Planning Department staff had recommended denial on 11/18/99.
03/06/02	The City Council approved a Two-Year Required Review [U-0237-94(2)] of an approved Special Use Permit (U-0237-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4850 North Rancho Drive. The Planning Commission recommended approval and staff recommended denial.
04/02/03	The City Council approved a request to amend the General Plan designation (GPA-1363) of the subject site to GC (General Commercial) as a part of a larger request. The Planning Commission and staff recommended approval.
04/19/06	The City Council approved a Two-Year Required Review (RQR-11404) of an approved Special Use Permit (U-0237-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4850 North Rancho Drive. The Planning Commission and staff recommended denial.
05/21/08	The City Council approved a Two-Year Required Review (RQR-27071) of an approved Special Use Permit (U-0237-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4850 North Rancho Drive. The Planning Commission and staff recommended approval.
02/19/11	The Department of Planning administratively approved a Minor Site Development Plan Review (SDR-40920) to install a four-foot by two-foot back-to-back embellishment on an existing 14-foot by 48-foot Off-Premise Sign located at 4850 North Rancho Drive.
05/10/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 9/rg).

Most Recent Change of Ownership	
02/04/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/08/94	A building permit (#94359662) was issued for an Off-Premise Sign at 4850 North Rancho Drive. The building permit was finalized on 12/14/94.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/11	A site visit by staff noted that the Off-Premise Sign's immediate surroundings are currently vacant and no improvements have been made to the property. The landscaping contains natural vegetation. There are embellishments installed on the existing Off-Premise Sign on both sides as approved by Site Development Plan Review (SDR-40920).

Details of Application Request	
Site Area	
Net Acres	4.81

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
North	Undeveloped	MLA (Medium-Low Attached Density Residential)	C-1 (Limited Commercial)
South	Auto Shop	GC (General Commercial)	C-2 (General Commercial)
East	Single-Family Residential	GC (General Commercial)	C-2 (General Commercial)
West	Hotel and Non-Restricted Gaming Establishment	SC (Service Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.14.100, the following standards apply:

Standards	*Code Requirement*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Located within the Exclusionary Zone	Y (Nonconforming)
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	C-2 zoning district	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 square feet, with embellishments	Y
Height	No higher than 40 feet from grade at the point of construction	Maximum 40 feet from grade	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Screened	Y

Off-Premise Sign	At least 300 feet to another Off Premise Sign along the same frontage	Approximately 320 feet to another Off Premise Sign	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	More than 300 feet from "R" zoned property to the southeast.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to ground; located on strictly commercial property	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Rancho Drive	Freeway - Expressway	Master Plan of Streets and Highways	200	Y

ANALYSIS

This is the fifth review of Special Use Permit (U-0237-94) for a 40-foot tall Off-Premise Sign located within the C-2 (General Commercial) zoning district, at 4850 North Rancho Road. The subject site is located within the Airport Overlay District, with a 175-foot height restriction. The site is located within the Off-Premise Sign Exclusionary Zone; however, the sign was permitted in this location prior to the enactment of the Off-Premise Sign Exclusionary Zone. Upon a site inspection on 03/31/11 staff noted the sign was in good condition, with no graffiti, no additional signs per face and no bird nuisance. There are embellishments installed on the existing Off-Premise Sign on both sides. The Department of Planning administratively approved Minor Site Development Plan Review (SDR-40920), to allow a four-foot by two-foot back-to-back embellishment on February 14, 2011.

FINDINGS (RQR-41222)

The subject sign conforms to the requirements of Title 19 and the conditions of approval of Special Use Permit (U-0237-94). Conditions in the area have not changed significantly since approval of the Special Use Permit. Staff recommends approval of this review, with conditions. This Off-Premise Sign use will be subject to review in three (3) years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 239 (By City Clerk)

APPROVALS 0

PROTESTS 2

RG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-41222 APN: 125-35-401-004

Name of Property Owner: Martin Greenwald

Name of Applicant: Clear Channel Outdoor

Name of Representative: Rod Carter

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes _____X_____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: MARTIN W. GREENWALD

Subscribed and sworn before me

This 5th day of March, 2011

_____
Notary Public in and for said County and State

JANIS PERSHA
Notary Public State of Nevada
No. 94-2014-1
My appt. exp. Sept. 4, 2014

RECEIVED
MAR 10 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: U-0237-94 (RQR) 27071 - Special Use Permit

Project Address (Location) 4850 N. Rancho Drive

Project Name RQR - Clear Channel Outdoor **Proposed Use** existing

Assessor's Parcel #(s) 125-35-401-004 **Ward #** 6 Ross

General Plan: existing X proposed _____ **Zoning:** existing C2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review of an approved Special Use Permit

PROPERTY OWNER Martin Greenwald **Contact** Martin Greenwald

Address PO Box 34810 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89133

E-mail Address _____

APPLICANT Clear Channel Outdoor **Contact** Rod Carter

Address 2880-B Meade Ave., Suite 350 **Phone:** 238 7209 **Fax:** 238 7266

City Las Vegas **State** NV **Zip** 89102

E-mail Address rodcarter@clearchannel.com

REPRESENTATIVE Same as Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MARTIN W. GREENWALD

Subscribed and sworn before me

This 5th day of March, 20 11

Janis Pershia

Notary Public in and for said County and State

JANIS PERSHA
Notary Public State of Nevada
No. 94-2014-1
My appt. exp. Sept. 4, 2014

FOR DEPARTMENT USE ONLY

Case #	RQR-41222
Meeting Date:	5/10/11
Total Fee:	$800
Date Accepted:	3/16/11
Accepted By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections for the Zoning Ordinance.

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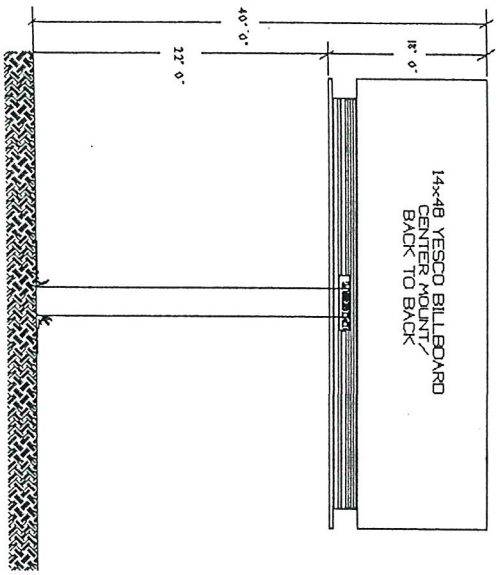
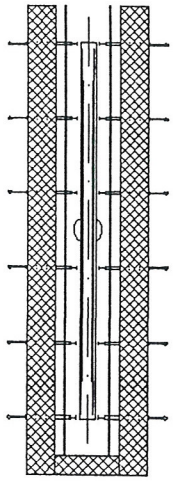
MAR 16 2011

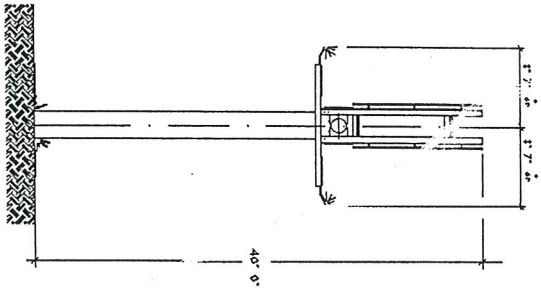


SIGN ELEVATION

SCALE 1/8"=1'-0"

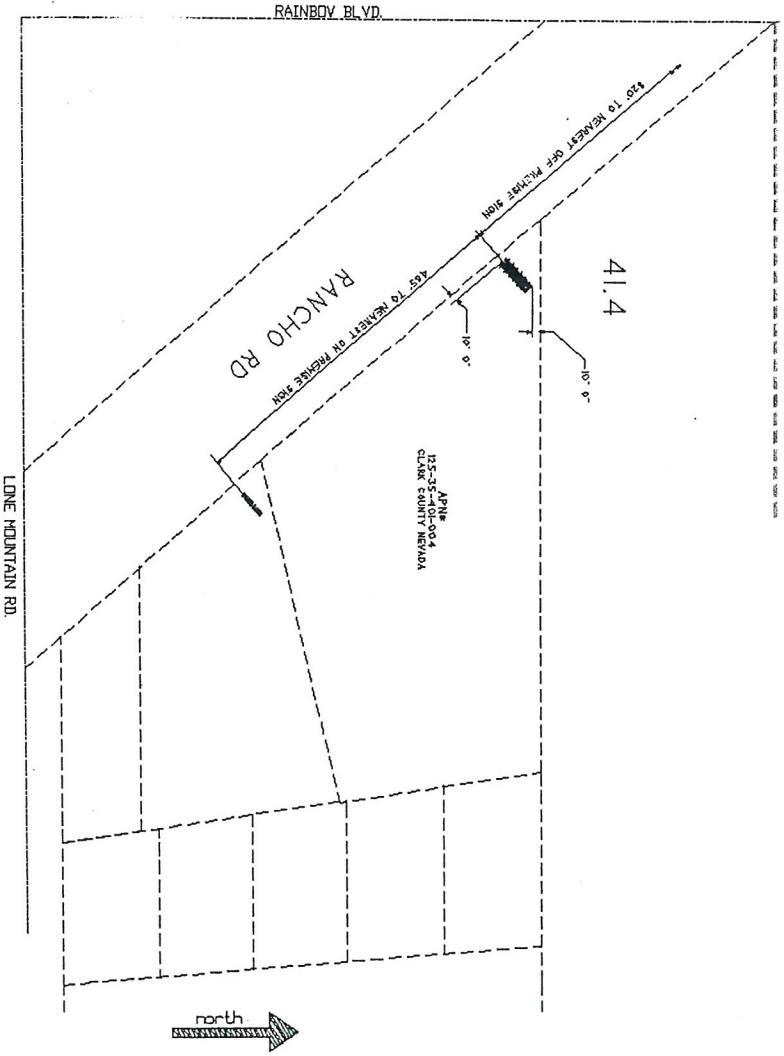


PLAN VIEW



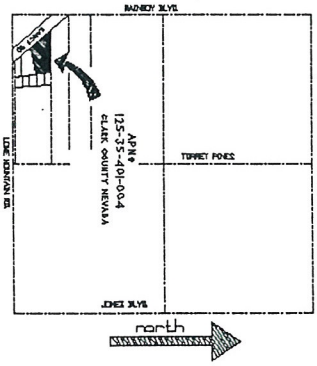
SIDE ELEVATION

SCALE 1/8"=1'-0"



SITE PLAN

SCALE 1" = 600'
T19S R60E SEC. 35
SW1/4 SW1/4



LOCATION MAP

NO SCALE 1" = 1/4 MILE

T19S R60E SECTION 35
NW1/4 SW1/4

RQR-41222

APN# 125-35-401-004

U-237-94(1) FIVE YEAR REVIEW

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MAR 13 2011

LVC 1018

NEVADA CONTRACTOR LICENSE NO. 0060B

Las Vegas DIVISION

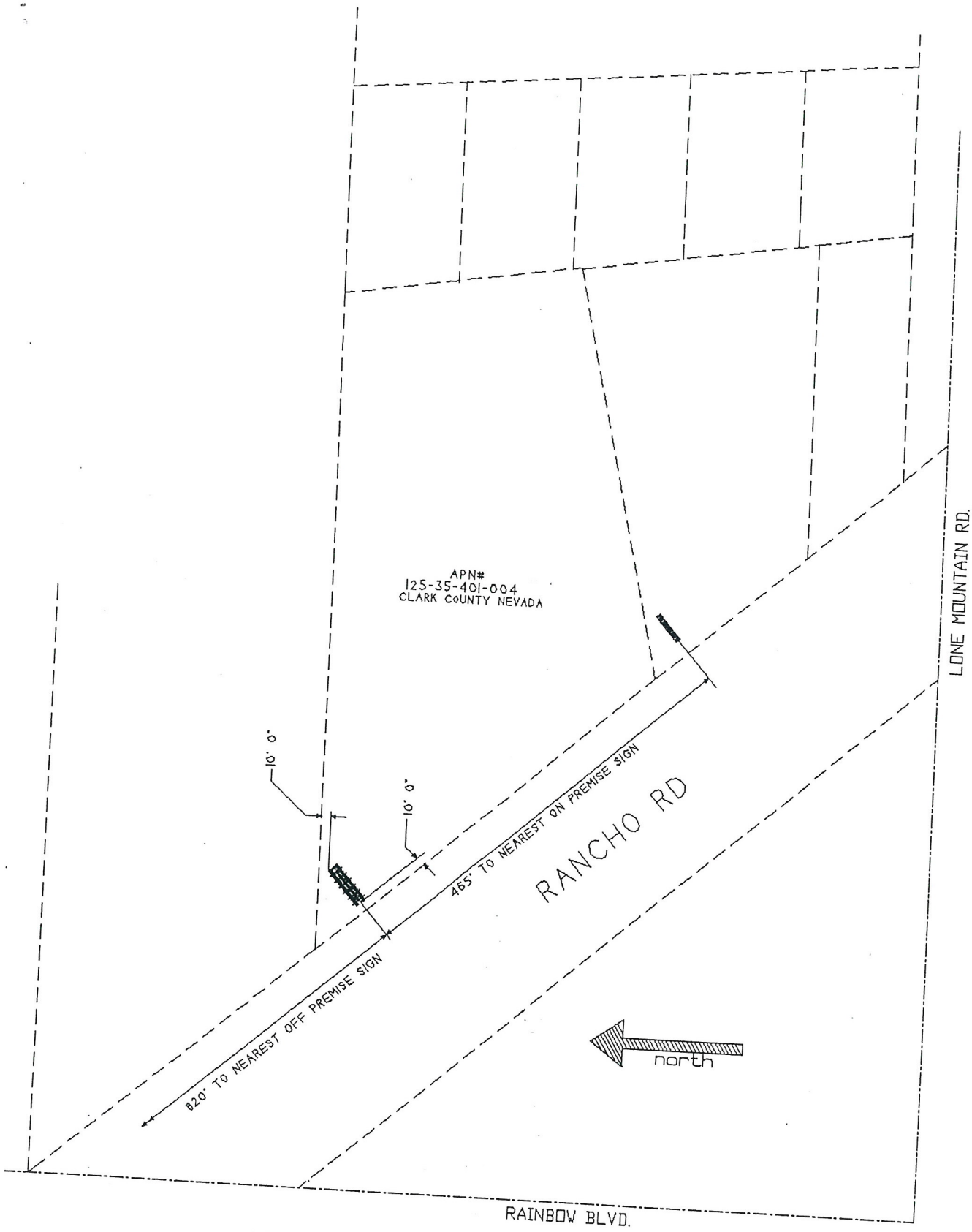
YOUNG ELECTRIC SIGN COMPANY

Division 5113 So. Cameron St., Las Vegas, NV 89118 (702) 871-8160

PROD. APPROVAL	DATE	BY	DRAWINGS	DESIGN NO.	SHEET NO.	SCALE	DATE	BY	FIRM NAME/LOCATION ADDRESS
CLIENT			ORIG. DES.						FILE DESIGN NAME
SALES			REVISIONS						
DESIGN									WORK ORDER NUMBER
ESTIMATING									NOTE: SIGN TO BE INSTALLED IN ACCORDANCE WITH ELECTRICAL WIRING TO BE IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE.
ENGINEERING									
EXPEDITING									SALESPERSON

©THIS DRAWING WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL. THE ORIGINAL IDEAS HEREIN ARE THE PROPERTY OF YOUNG ELECT

PERMISSION TO COPY OR REVISE THIS DRAWING CAN ONLY BE OBTAINED THRU A WRITTEN AGREEMENT WITH YESCO. SEE YOUR SALES REPRESENTATIV



APN# 125-35-401-004

U-237-94(1) FIVE YEAR REVIEW

SITE PLAN

SCALE 1" = 60'
T19S R60E SECTION 35
SW1/4 SW1/4

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MAR 10 2011
RQR-41222



RQR-41222 - APPLICANT: CLEAR CHANNEL OUTDOOR, INC - OWNER: MARTIN W. GREENWALD
4850 NORTH RANCHO DRIVE

03/31/11

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

097416

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

May 23, 2008

Mr. Martin Greenwald
PO Box 34810
Las Vegas, Nevada 89133-4810

RE: RQR-27071 – REQUIRED REVIEW
CITY COUNCIL MEETING OF MAY 21, 2008

Dear Mr. Greenwald:

The City Council at a regular meeting held May 21, 2008 APPROVED the Required Two-Year Review of an approved Special Use Permit (U-0237-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 4850 North Rancho Drive (APN 125-35-401-004), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 22, 2008. This approval is subject to:

Planning & Development

1. Conformance to the Conditions of Approval for Special Use Permit U-0237-94.

2. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

3. The property owner shall remove any existing graffiti from the Off-Premise Advertising (Billboard) Sign within 30 days of final approval by the City of Las Vegas. Failure to perform the required painting may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign. Thereafter, the sign its supporting structure shall be properly maintained and kept free of graffiti at all times.

4. If the existing Off-Premise Advertising (Billboard) Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Advertising (Billboard) Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City of Las Vegas, or (2) the location is in compliance

RECEIVED
MAR 1 0 2011
RQR-41222

with all applicable standards of Title 19 including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

5. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #350
Las Vegas, Nevada 89102

Mr. Paul Larsen
Lionel Sawyer & Collins
300 South 4th Street, Suite #1700
Las Vegas, Nevada 89101

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MAR 1 0 2011
RQR-41222



March 7, 2002

Martin Greenwald
4820 North Rancho Drive, Suite #8
Las Vegas, Nevada 89130

RE: U-0237-94(2) - TWO YEAR REVIEW
CITY COUNCIL MEETING OF MARCH 6, 2002

Dear Mr. Greenwald:

The City Council at a regular meeting held March 6, 2002 APPROVED the Required Two Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign on property adjacent to the east side of Rancho Drive, north of Lone Mountain Road, (APN: 125-35-401-004), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on March 7, 2002. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in two years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19A including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19A has been approved for the new structure by the City Council.

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

68112-012-11/00

RQR-41222

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

Sincerely,

Doreen Araujo

DOREEN ARAUJO
DEPUTY CITY CLERK I for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Ms. Jennifer Montero
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

RQR-41222

007094

January 10, 2000

Mr. Martin Greenwald
4820 North Rancho Drive, Suite #8
Las Vegas, Nevada 89130

RE: U-237-94(1) - REQUIRED FIVE YEAR REVIEW

Dear Mr. Greenwald:

The City Council at a regular meeting held January 5, 2000 considered the Appeal filed by YESCO from the Denial by the Planning Commission of a request by Martin Greenwald on behalf of YESCO for a Required Five Year Review on an approved Special Use Permit on property located adjacent to the east side of Rancho Drive, north of Lone Mountain Road which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign, C-2 (General Commercial) Zone, Ward 4 (Brown) [new Ward 6 (Mack)], APN: 125-35-401-004.

The City Council granted the Appeal; thereby APPROVING the Required Five Year Review. The Notice of Final Action was filed with the Las Vegas City Clerk on January 6, 2000. This approval is subject to:

1. This Special Use Permit shall be reviewed in two (2) years at which time the City Council may require the off-premise sign (Billboard) to be removed.

2. If this Special Use Permit is not exercised within one (1) year after the approval, this Special Use Permit shall be void unless an Extension of Time has been granted.

3. All City Code requirements and all City departments' design standards shall be met.

Sincerely,

BARBARA JO RONEMUS
City Clerk

/vwd

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services
Land Development Services

Ms. Lecretia Langham
YESCO
5119 South Cameron Street
Las Vegas, Nevada 89118

RQR-41222

CITY OF LAS VEGAS
NEVADA

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

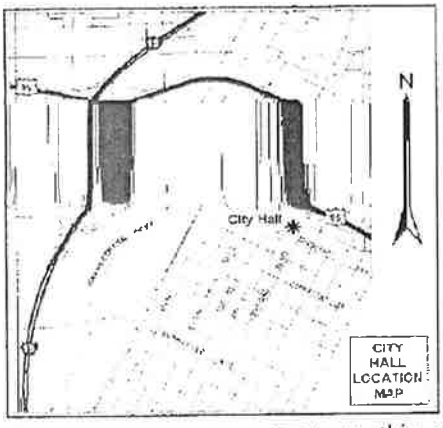
VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-12/99

06/06/2011 MON 06:48 [TX/RX NO 9537] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41222
City Council Meeting of 6/15/2011

2011 JUN -6 A 8:06

CITY CLERK

We HAVE A Big Bill Board on this side Already we don't need another one. In the area.

HUNSAKER BOB & JANICE L REV TR
HUNSAKER BOB & JANICE LEA CO-
4917 VEGA LN
LAS VEGAS NV 89130-1826

APN#12535412004

70 DRDFN11 89130

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **RQR-41222 - APPLICANT: CLEAR CHANNEL OUTDOOR – OWNER: MARTIN W. GREENWALD**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 10, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM MAY 9, 2011.

Signature

5/3/11
Date

Rod Carter
Please Print Name

Clear Channel Outdoor
Company Name

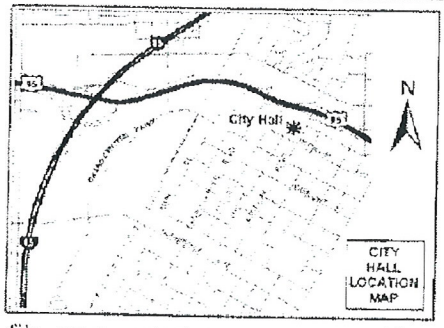
RECEIVED
MAY -3 2011

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41222

Planning Commission Meeting of 5/10/2011

00042792 6 APR 28 2011
MAILED FROM ZIPCODE 89101

Case: RQR-41222
12535412004
HUNSAKER BOB & JANICE L REV TR
4917 VEGA LN
LAS VEGAS NV 89130-1826

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MAY -2 2011 gp

5 BRDFN11 89108

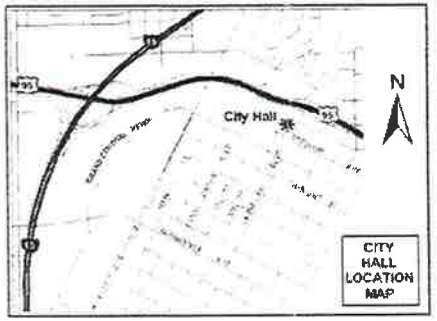
May 02 11 06:38a p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

02 1M $ 00.41⁴
0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41222

Planning Commission Meeting of 5/10/2011

Let's keep the city clear of all these billboards

07 APR 11 2005

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MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-41222

12535413014
MANTICO BEATRICE REVOCABLE TR
3310 DALEMEAD ST
TORRANCE CA 90505-6923

9b

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

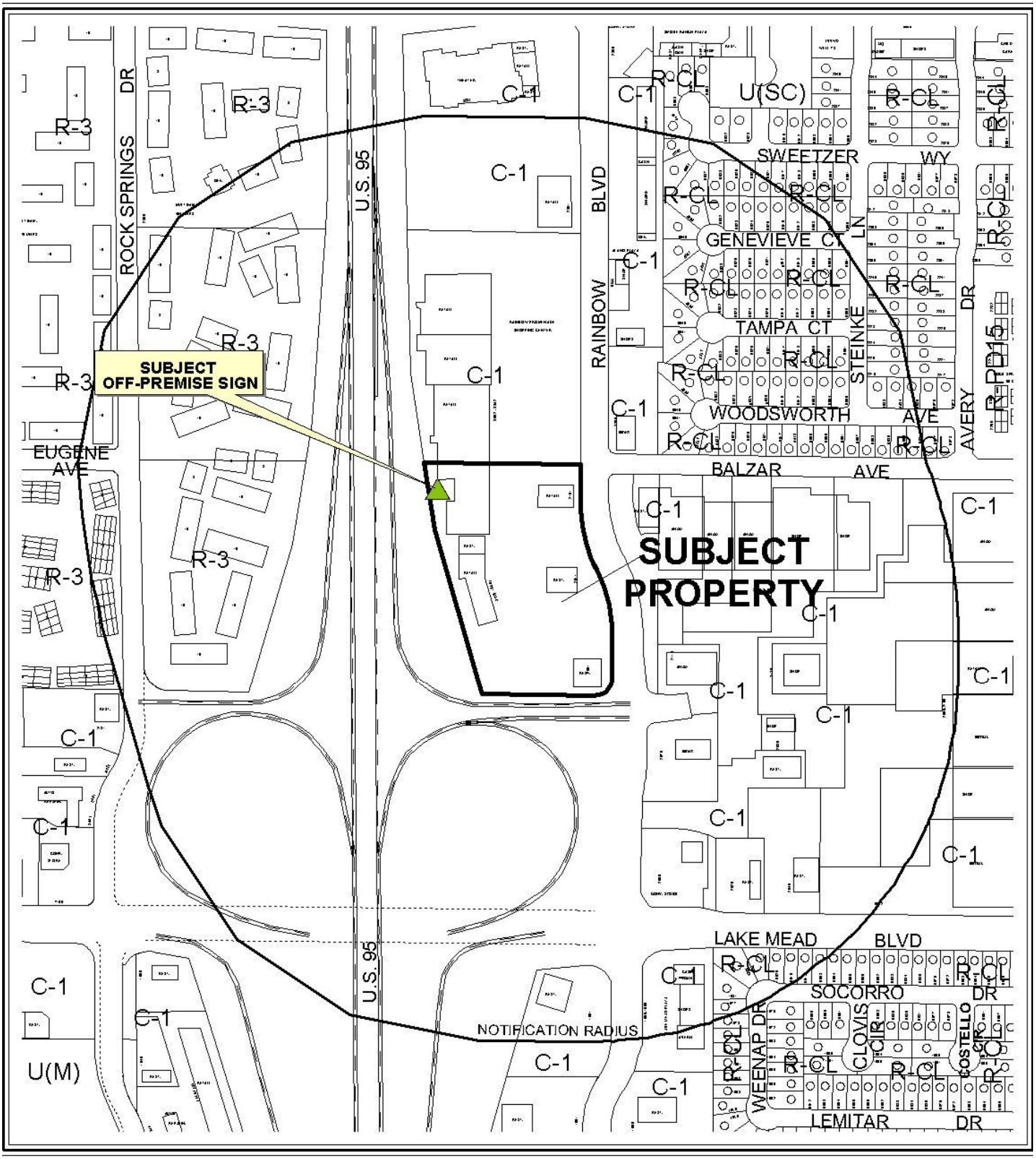
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-41253 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: JAMES McCALL - Required Review of a previously approved Special Use Permit (U-0137-95) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 2201 North Rainbow Boulevard (APN 138-22-603-001), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-27423
6. City Council Approval Letter for U-0137-95(1)
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Item RQR-41253



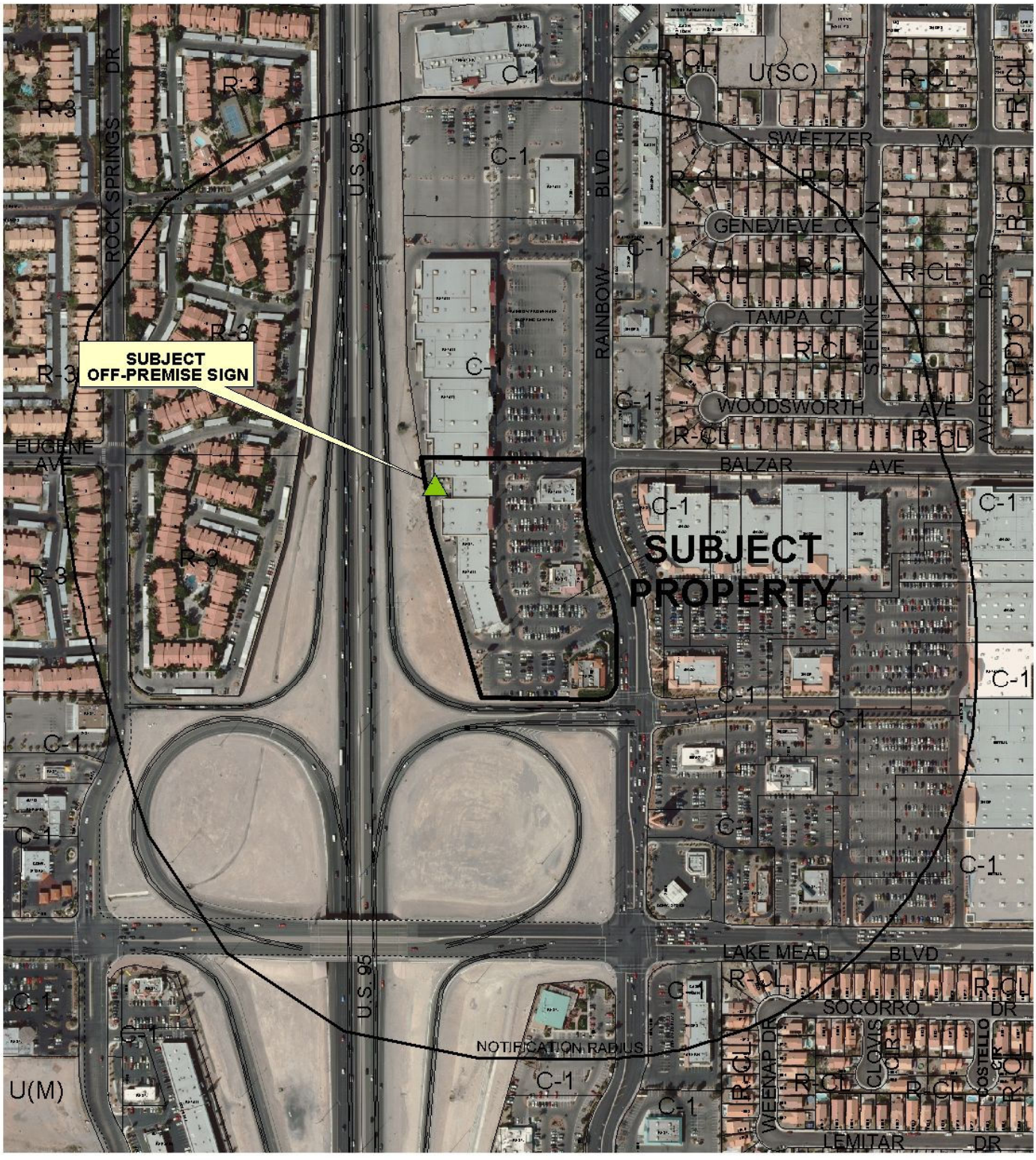
0 500 Feet

CASE: **RQR-41253**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



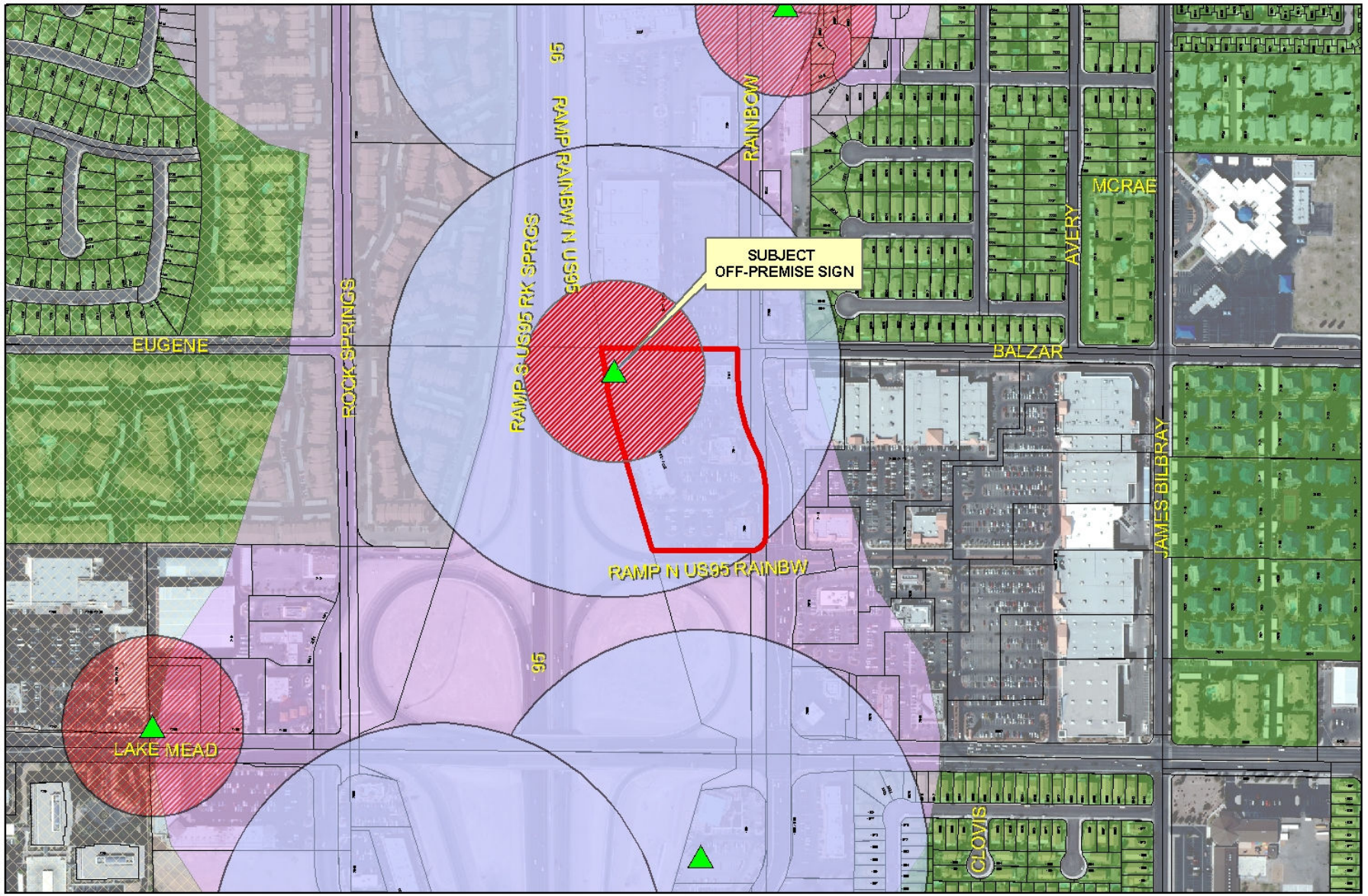
CASE: **RQR-41253**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 Feet

N



RQR-41253

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: JAMES McCALL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-41253	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-41253 CONDITIONS

Planning

1. Conformance to the approved conditions for Special Use Permit (U-0137-95).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Three-Year Required Review of an approved Special Use Permit (U-0137-95) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2201 North Rainbow Boulevard. This is the fourth Required Review since the initial approval of the Special Use Permit (U-0137-95). The Off-Premise Sign meets all provisions of Title 19 and conditions in the area have not changed significantly since the previous approval; therefore, staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/20/95	The City Council approved a Special Use Permit (U-0137-95) which allowed for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2201 North Rainbow Boulevard. The Board of Zoning Adjustment and staff recommended approval.
03/07/01	The City Council approved a Five-Year Required Review [U-0137-95(1)] of an approved Special Use Permit (U-0137-95) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2201 North Rainbow Boulevard. The Planning Commission and staff recommended approval.
05/07/03	The City Council approved a Two-Year Required Review (RQR-1736) of an approved Special Use Permit (U-0137-95) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2201 North Rainbow Boulevard. The Planning Commission and staff recommended approval.
06/04/08	The City Council approved a Five-Year Required Review (RQR-27423) of an approved Special Use Permit (U-0137-95) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2201 North Rainbow Boulevard. The Planning Commission and staff recommended approval
05/10/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 10/rg).

Most Recent Change of Ownership	
01/22/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/21/96	A building permit (#96003539) was issued for an Off-Premise Sign at 2201 North Rainbow Boulevard. The building permit was finalized on 11/27/96.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/11	During field check conducted by staff it was noted that all conditions of approval have been met, and the sign is maintained and in good condition.

Details of Application Request	
Site Area	
Net Acres	7.14

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	US Highway 95/Lake Mead Boulevard Interchange	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Commercial Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	US Highway 95	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
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	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

RG

DEVELOPMENT STANDARDS

Per Title 19.14.100, the following standards apply:

Standards	*Code Requirement*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Sign is not located within public right-of-way or within the Exclusionary Zone.	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Located on C-1 zoned property	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 square feet with no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction	30-foot tall sign	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Two-sided sign with screening of structural elements.	Y
Off-Premise Sign	At least 750 feet to another Off Premise Sign along the same frontage	1,300 feet from existing billboard located to the north.	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	400 feet from R-3 property located to the west, across US-95.	Y

Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached on commercial property	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Rainbow Boulevard	Secondary Collector	Master Plan of Streets and Highways	90*	Y

*Per Master Plan of Streets and Highways the right-of-way width is 80 feet.

ANALYSIS

This is the fourth review of the subject Off-Premise Sign located at 2201 North Rainbow Boulevard. The subject site is located within the Airport Overlay District with a 140-foot height restriction. The height of the existing Off-Premise Sign is 40 feet tall and does not affect the height pursuant to the Airport Overlay District. A site inspection was conducted by staff on March 31, 2011 and a photograph was taken. The inspection revealed that the sign is in good physical condition and free of graffiti.

FINDINGS (RQR-41253)

The subject sign conforms to the requirements of Title 19, conditions of approval of Special Use Permit (U-0137-95) and conditions in the area have not changed significantly since approval of the Special Use Permit. Staff recommends approval of this review, with conditions. This Off-Premise Sign will be subject to review in three (3) years.

NOTICES MAILED 119 (By City Clerk)

APPROVALS 2

PROTESTS 1

RG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-41253** APN: 138-22-603-001

Name of Property Owner: James B. McCall (Easement owner)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: Same as applicant

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: James B. McCall

Print Name: JAMES B. MC CALL

Subscribed and sworn before me

This 10th day of March, 2011

Michelle McFadden

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC – STATE OF NEVADA
CLARK COUNTY – APPT. No. 08-7309-1
MY APPT. EXPIRES JULY 9, 2012

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MAR 21 2011

Revised 11-14-06

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 2051 N. Rainbow Blvd.

Project Name McCall Sign Parcel #5 South **Proposed Use** off-premise sign

Assessor's Parcel #(s) 138-22-603-001 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 672 **Floor Area Ratio** _____

Gross Acres 7.14 **Lots/Units** _____ **Density** _____

Additional Information Required review for an existing billboard

PROPERTY OWNER James McCall (easement owner) **Contact** James McCall

Address 3219 S. Torrey Pines Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89146

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* James B. McCall

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James B. McCall

Subscribed and sworn before me

This 10th day of March, 20 11.

Michelle McFadden

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC – STATE OF NEVADA
CLARK COUNTY – APPT. No. 08-7309-1
MY APPT. EXPIRES JULY 9, 2012

FOR DEPARTMENT USE ONLY

Case #	ZQA-41253
Meeting Date:	6/14/11 5/10/11 CC
Total Fee:	$ 800
Date Received:*	3/21/11
Received By:	B.S.

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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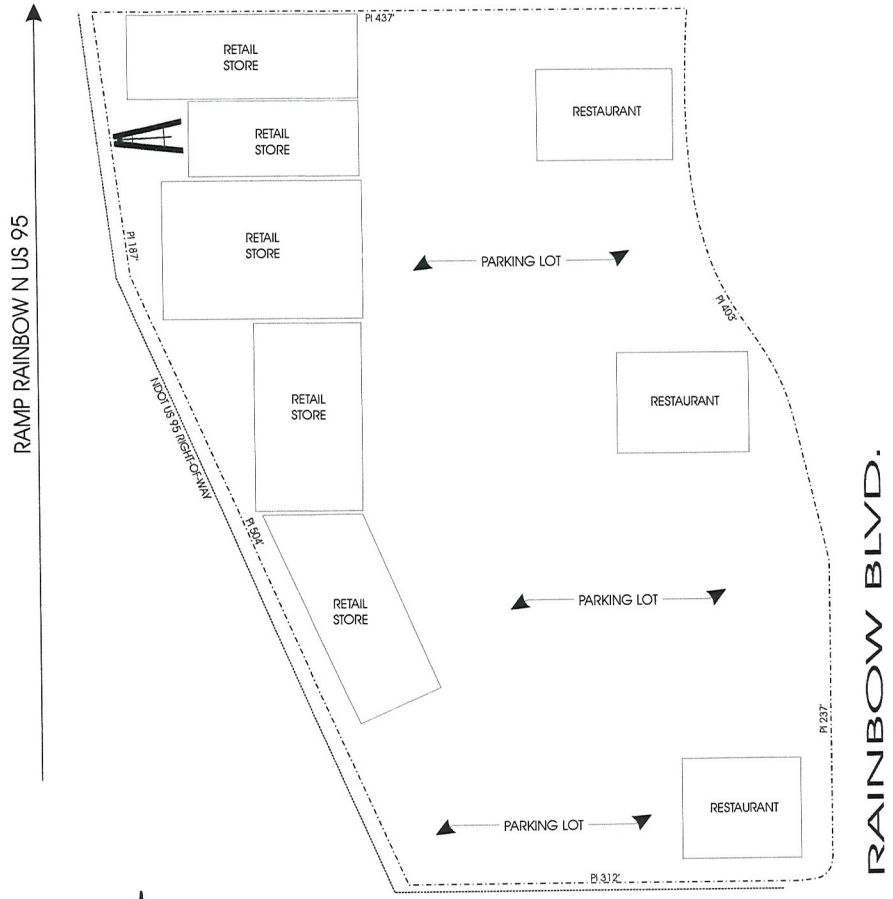
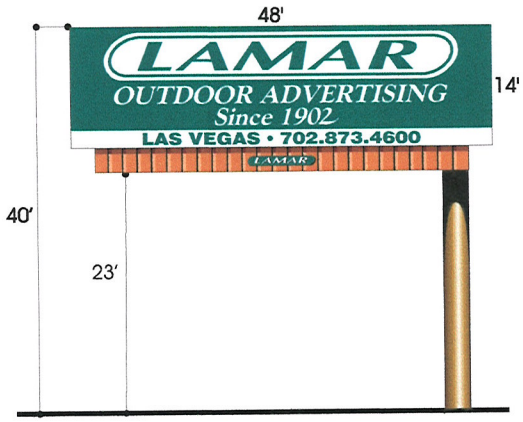
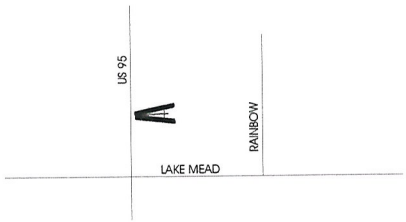




ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 50'	DATE: 2/07/08	DRAWN BY: S.NAFTZGER
US 95 .2MI N/O LAKE MEAD		
APN 138-22-603-001		DRAWING NUMBER:

RQR-41253

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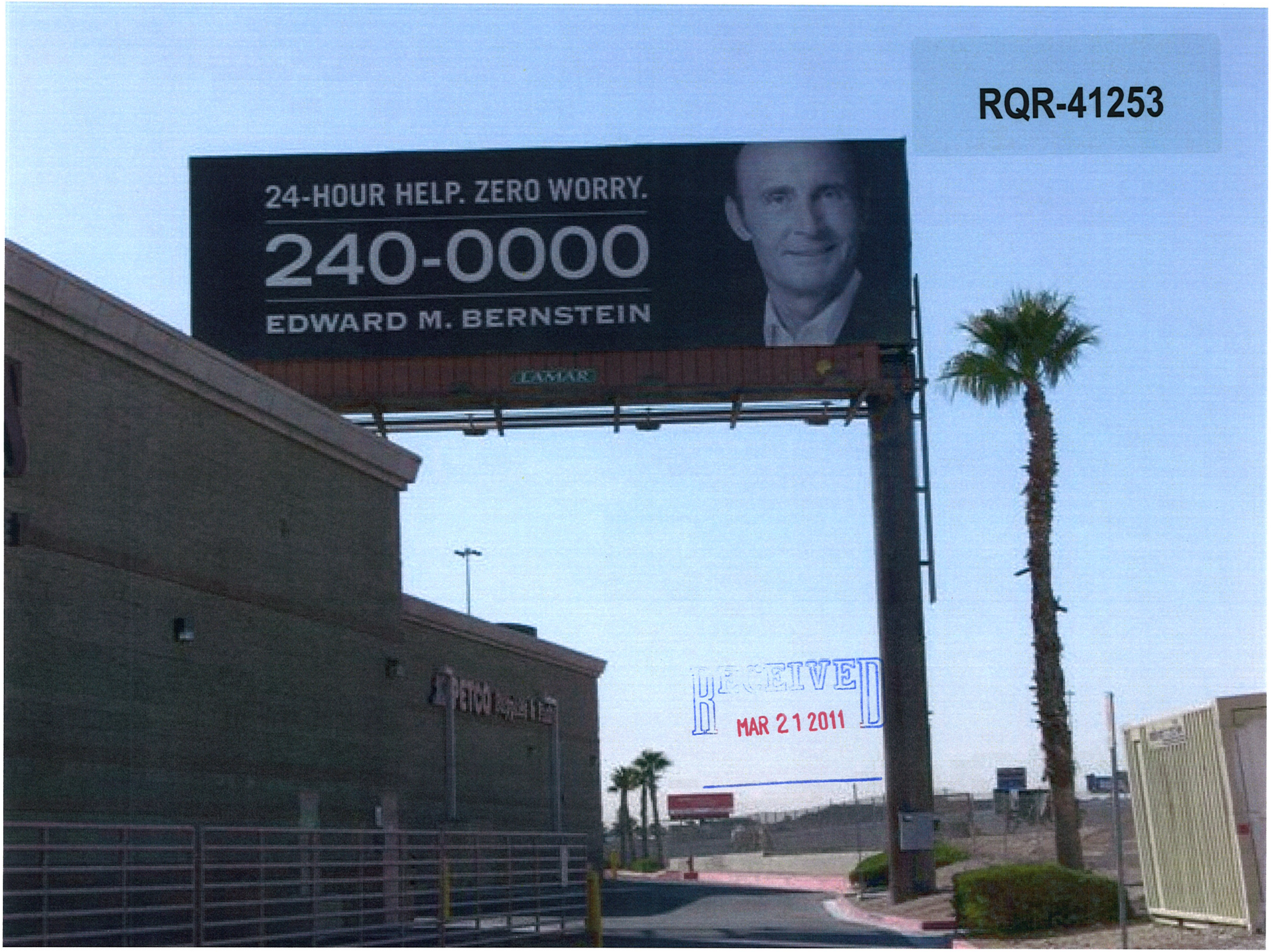
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24-HOUR HELP. ZERO WORRY.
240-0000
EDWARD M. BERNSTEIN
LAMAR
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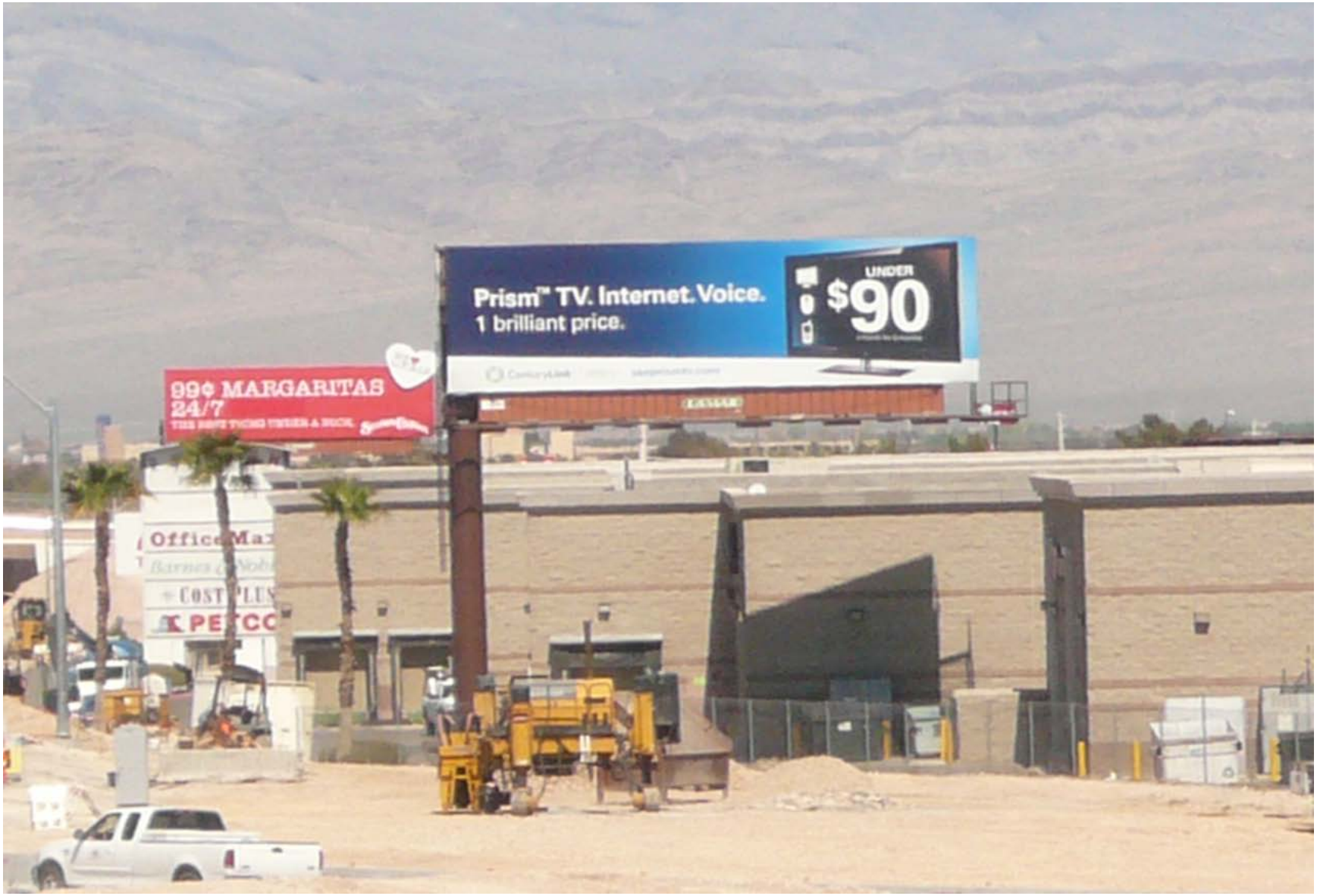
MAR 21 2011



RQR-41253 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: JAMES MCCALL
2201 NORTH RAINBOW BOULEVARD

03/31/11



RQR-41253 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: JAMES MCCALL
2201 NORTH RAINBOW BOULEVARD

03/31/11

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FEB 23 2011
By

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

097556

June 6, 2008

Mr. Jonas B. McCall
PKI Rainbow Promenade LLC
3219 South Torrey Pines Drive
Las Vegas, Nevada 89146

RE: RQR-27423 – REQUIRED REVIEW
CITY COUNCIL MEETING OF JUNE 4, 2008

Dear Mr. McCall:

The City Council at a regular meeting held June 4, 2008 APPROVED the Required Five Year Review of an approved Special Use Permit (U-0137-95) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE SIGN (BILLBOARD) at 2201 North Rainbow Boulevard (APN 138-22-603-001), C-1 (Limited Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on June 5, 2008. This approval is subject to:

Planning & Development

1. Conformance to the Conditions of Approval for Special Use Permit U-0137-95.

2. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

3. The property owner shall remove any existing graffiti from the Off-Premise Advertising (Billboard) Sign within 30 days of final approval by the City of Las Vegas. Failure to perform the required painting may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign. Thereafter, the sign its supporting structure shall be properly maintained and kept free of graffiti at all times.

4. If the existing Off-Premise Advertising (Billboard) Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Advertising (Billboard) Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City of Las Vegas, or (2) the location is in compliance with all applicable standards of Title 19 including, but not limited to,

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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RQR-41253

distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

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RQR-41253



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE



March 8, 2001

Pan Pacific Retail Properties
1631-B South Melrose Drive
Vista, California 92083-2405

RE: U-0137-95(1) - REQUIRED FIVE YEAR REVIEW
CITY COUNCIL MEETING OF MARCH 7, 2001

Dear Applicant:

The City Council at a regular meeting held March 7, 2001 APPROVED the Required Five Year Review on an approved Special Use Permit at 2201 North Rainbow Boulevard (APN: 138-22-603-001) which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on March 8, 2001. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be reviewed in two (2) years at which time the City Council may require the off-premise advertising (billboard) sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

Sincerely,

Doreen Araujo

DOREEN ARAUJO
DEPUTY CITY CLERK I for
BARBARA JO RONEMUS, CITY CLERK

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-11/00

RQR-41253

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Debbie Barone
Lamar Outdoor Advertising Company
1863 Helm Drive
Las Vegas, Nevada 89119

Mr. James McCall
P. O. Box 1932
Las Vegas, Nevada 89125

RQR-41253

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **RQR-41253 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: JAMES McCALL**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 10, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MAY 9, 2011***.

Signature

5/4/11
Date

Scott Naftzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

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MAY – 4 2011

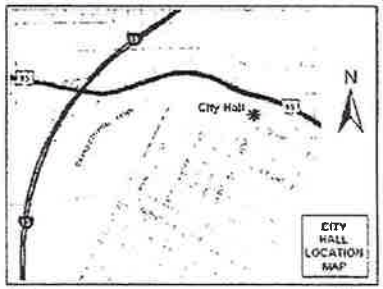
Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

10

W. Hunt 702(636-9843) p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41253

Planning Commission Meeting of 5/10/2011

Case: RQR-41253
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6628 TAMPA CT
LAS VEGAS NV 89108-7039

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24 BRDFN11 89108

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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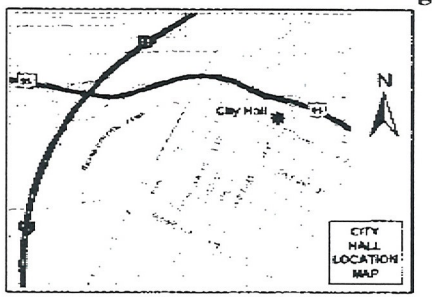

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41253

Planning Commission Meeting of 5/10/2011

13823121009 Case RQR-41253
B O A ENTERPRISES L L C
7925 TARA AVE
LAS VEGAS NV 89117-2621

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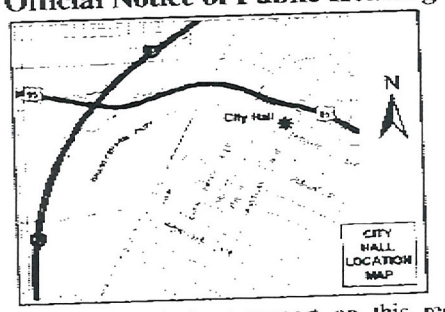
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-41253

Planning Commission Meeting of 5/10/2011

Case: RQR-41253

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B O A ENTERPRISES L L C
%L & C BOSLEY
7925 TARA AVE
LAS VEGAS NV 89117-2621

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City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

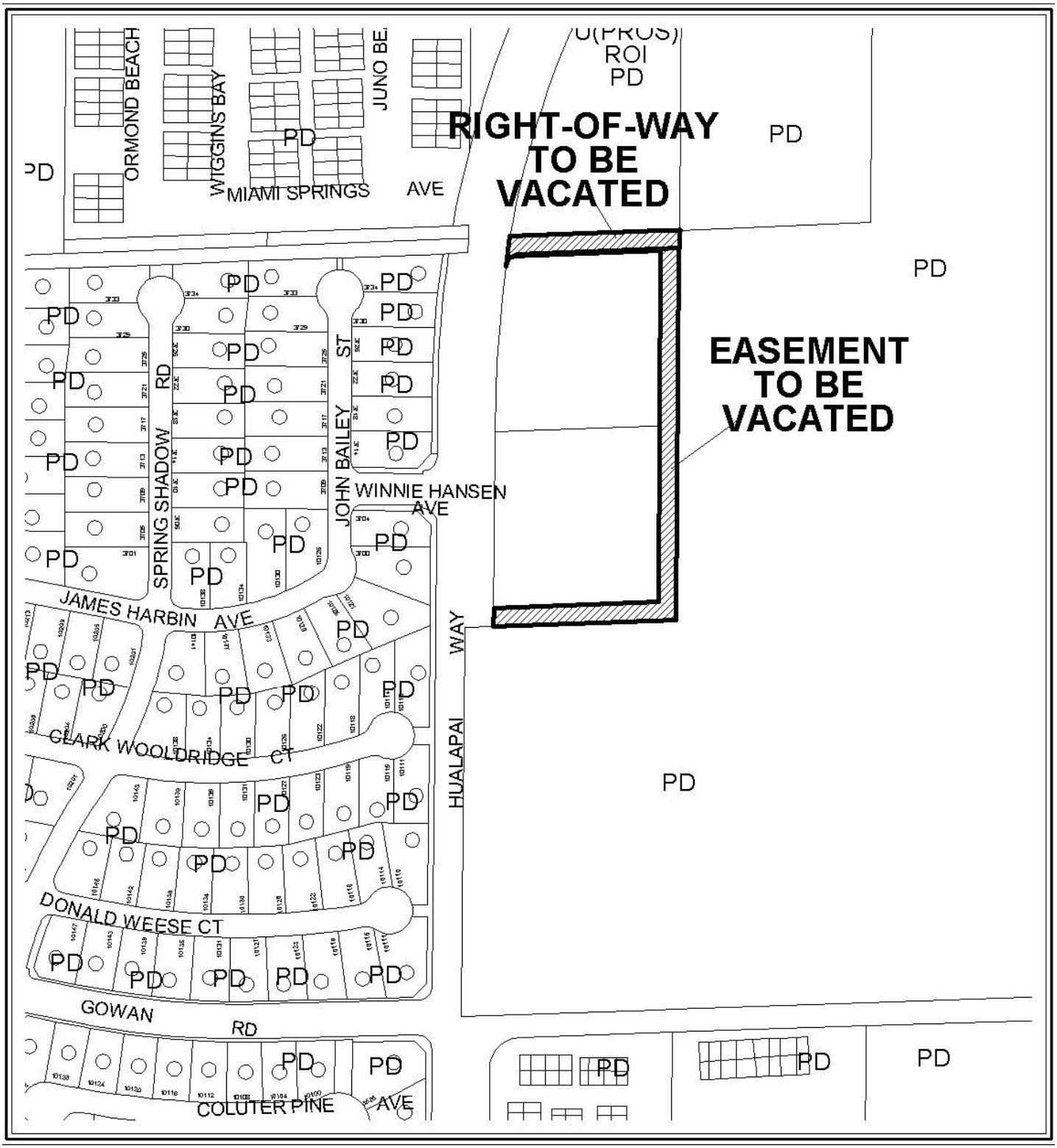
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-41152 - VACATION - PUBLIC HEARING - APPLICANT: 3D INVESTMENT, LLC - OWNER: NEVADA DEVELOPMENT ASSOCIATES, LP - Petition to Vacate a 30-foot wide section of Gilmore Avenue right-of-way and a 33-foot wide U.S. Government Patent Easement located on the east side of Hualapai Way, approximately 675 feet north of Alexander Road, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the May 10, 2011 Planning Commission Meeting Item VAC-41152



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CASE: **VAC-41152**

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0 100 200 Feet

CASE: **VAC-41152**

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: 3D INVESTMENT, LLC - OWNER: NEVADA DEVELOPMENT ASSOCIATES, LP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-41152	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

VAC-41152 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as that portion of Gilmore Avenue extending from Hualapai Way eastward to the detention basin, the U.S. Government Patent Easements along the north, east, and south sides of Assessor Parcel Numbers #138-07-201-001 and -002, and the unused easements over the old Logan Avenue alignment reserved with VAC-10222.

2. This Vacation shall record in two parts. Part one shall be the U.S. Government Patent Easements along the north, east, and south sides of Assessor Parcel Numbers #138-07-201-001 and -002 and part two shall be the Gilmore Avenue right-of-way from Hualapai Way eastward to the detention basin along with the unused easements reserved with VAC-10222 over the old Logan Avenue alignment.

3. Concurrent with the recordation of the Order of Vacation, grant a 50-foot wide Public Drainage Easement to be privately maintained centered on the existing Gilmore Avenue centerline.

4. All development shall be in conformance with code requirements and design standards of all City Departments.

5. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom shall be provided if required.

6. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of the Order of Vacation and Order of Relinquishment of Interest.

7. The Order of Vacation and Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

8. If the Order of Vacation and Order of Relinquishment of Interest are not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant proposes to vacate a 30-foot wide portion of Gilmore Avenue Right-of-Way east of Hualapai Way and 33-foot wide U.S. Government Patent Easements located on the east side of Hualapai Way, approximately 675 feet north of Alexander Road. Both parcels have been graded and were entitled for a 136-unit Residential Condominium project, but the entitlements expired on 04/06/07. As the existing rights-of-way and patent easement are not needed in their current configuration, staff recommends approval with conditions. If denied, the rights-of-way and patent easement will remain dedicated for public use and maintenance.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/23/97	The City Council approved a request for Rezoning (Z-0033-97) from C-V (Civic) and N-U (Non Urban) under a Resolution of Intent to R-CL (Single-Family Compact Lot) and R-PD9 (Residential Planned Development - 9 Units per Acre) to PD (Planned Development) for the Lone Mountain Master Plan Area. The subject property is included in that area. The Planning Commission and staff recommended approval.
04/06/05	The City Council approved a request for a Site Development Plan Review (SDR-5579) for a 136-unit residential condominium project on the subject sites. The Planning Commission and staff recommended approval. The Site Development Plan Review (SDR-5579) expired on 04/06/07.
04/06/05	The City Council approved a request for a Modification to the Lone Mountain Master Development Plan to change the land use designations from Neighborhood Commercial and Park/School/Recreation/Open Space to Multi-Family Medium on 8.74 acres adjacent to the east side of Hualapai Way, north and south of Gilmore Avenue. The Planning Commission and staff recommended approval.
08/11/05	The Planning Commission approved a request for a Tentative Map (TMP-7667) for a 136-unit residential condominium project on 9.32 acres adjacent to the southeast corner of Hualapai Way and Alexander Road. The Tentative Map (TMP-7667) expired on 08/11/07.
05/10/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 13/jg).

Most Recent Change of Ownership	
09/29/10	A deed was recorded for a change in ownership for Assessor's parcels 138-07-201-001 and 002.

Related Building Permits/Business Licenses
No business license or building permits have been issued for Assessor's parcels 138-07-201-001 and 002.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A Neighborhood Meeting is not required, nor was one held.

Field Check	
03/31/11	A field check was conducted on the subject site. Both parcels have been graded.

Details of Application Request	
Site Area	
Net Acres	4.51

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Lone Mountain	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
PD (Planned Development) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

The subject property is legally described as the following:

A portion of Government Lot Sixteen (16) in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 7, Township 20 South, Range 60 East M.D.B. & M.

ANALYSIS

A drainage channel occupies the Gilmore Avenue alignment west of Hualapai Way to Cliff Shadows Parkway and east to a detention basin next to Majestic Park. The channel goes underground on the west side of Hualapai Way, continues under the subject site, and dischargers into the detention basin. The portion of Gilmore Avenue to be Vacated is located above this underground section of channel, and is not intended to be constructed. The U.S. Government Patent Easements are no longer needed, as all required street alignments and improvements for this area are in place. Additional drainage easements over the channel are required by condition for this Vacation to record. A Site Development Plan Review for any specific development on the adjacent site has not yet been submitted.

As no conflicts with any city requirements would be created by vacation, staff recommends approval of the Petition to Vacate, with conditions.

The Department of Public Works presents the following information concerning this request to vacate certain public street rights-of-way:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *Uniform, as it will eliminate an unused portion of Gilmore Avenue.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, the street being vacated is not constructed and therefore not used.*

C. Does it appear that the vacation request involves only excess right-of-way? *Yes.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, for future development.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? *No.*

G. Does the Department of Public Works have an objection to this vacation request? *No.*

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 2 (By City Clerk)

APPROVALS 0

PROTESTS 0

JG

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-41152** APN: ~~138-07-103-006~~ & 138-07-201-001 138-07-201-002

Name of Property Owner: Nevada Development Associates, LP

Name of Applicant: 3D Investments, LLC

Name of Representative: Baughman & Turner Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: George Daneshgar

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

RECEIVED
MAR 0 9 2011

NOTARIAL ACKNOWLEDGEMENT

State of California

County of Los Angeles

On February 10, 2011, before me, Alisa L. Bishop, Notary Public, personally appeared **GEORGE DANESHGAR**, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALISA L. BISHOP
Commission # 1904711
Notary Public - California
Los Angeles County
My Comm. Expires Sep 19, 2014

Alisa L. Bishop

(Notary Seal)

RECEIVED
MAR 09 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Vacation & Abandonment

Project Address (Location) Hualapai/Alexander

Project Name 3D Investments **Proposed Use** _____

Assessor's Parcel #(s) ~~138-07-103-006~~ & 138-07-201-001 138-07-201-002 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing PD/ proposed _____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 4.94 **Lots/Units** 2 **Density** _____

Additional Information _____

PROPERTY OWNER Nevada Development Assoc. LP **Contact** George Daneshgar

Address 1880 Century Park East Suite #810 **Phone:** (310) 276-1290 **Fax:** (310) 276-1590

City Los Angeles **State** CA **Zip** 90067

E-mail Address _____

APPLICANT 3D Investments LLC **Contact** Faraz Daneshgar

Address 1880 Century Park East Suite #810 **Phone:** (310) 276-1290 **Fax:** (310) 276-1590

City Los Angeles **State** CA **Zip** 90067

E-mail Address Faraz@3dinvestments.com

REPRESENTATIVE Baughman & Turner Inc. **Contact** David Turner

Address 1210 Hinson St **Phone:** (702) 870-8771 **Fax:** (702) 878-2695

City Las Vegas **State** NV **Zip** 89102

E-mail Address davidt@baughmanturner.com

FOR DEPARTMENT USE ONLY

Case #	VAC-41152
Meeting Date:	6/14/11
Total Fee:	$1,000
Date Received:*	3/9/11
Received By:	BS

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name George Daneshgar

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

RECEIVED
MAR 09 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

F:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

NOTARIAL ACKNOWLEDGEMENT

State of California

County of Los Angeles

On February 10, 20 11, before me, Alisa L. Bishop, Notary Public, personally appeared **GEORGE DANESHGAR**, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALISA L. BISHOP
Commission # 1904711
Notary Public - California
Los Angeles County
My Comm. Expires Sep 19, 2014

Alisa L. Bishop

(Notary Seal)

RECEIVED
MAR 09 2011

LEGAL DESCRIPTION

PARCEL 1:

GOVERNMENT LOT SIXTEEN (16) IN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B.&M.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO CLARK COUNTY FOR ROAD AND PUBLIC UTILITY PURPOSES BY DOCUMENT No. 590951 IN BOOK 631 RECORDED JUNE 17, 1976 AND DEED RECORDED IN BOOK 20030317 AS DOCUMENT No. 01862, OFFICIAL RECORDS.

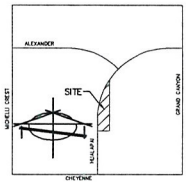
PARCEL 2:

GOVERNMENT LOTS 8 AND 9 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

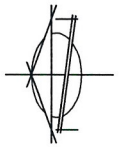
EXCEPTING THEREFROM ANY PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HUALAPAI WAY AS DEDICATED BY THAT CERTAIN DEDICATION RECORDED OCTOBER 6, 2003 IN BOOK 20031006 AS INSTRUMENT No. 00576, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

LEGEND

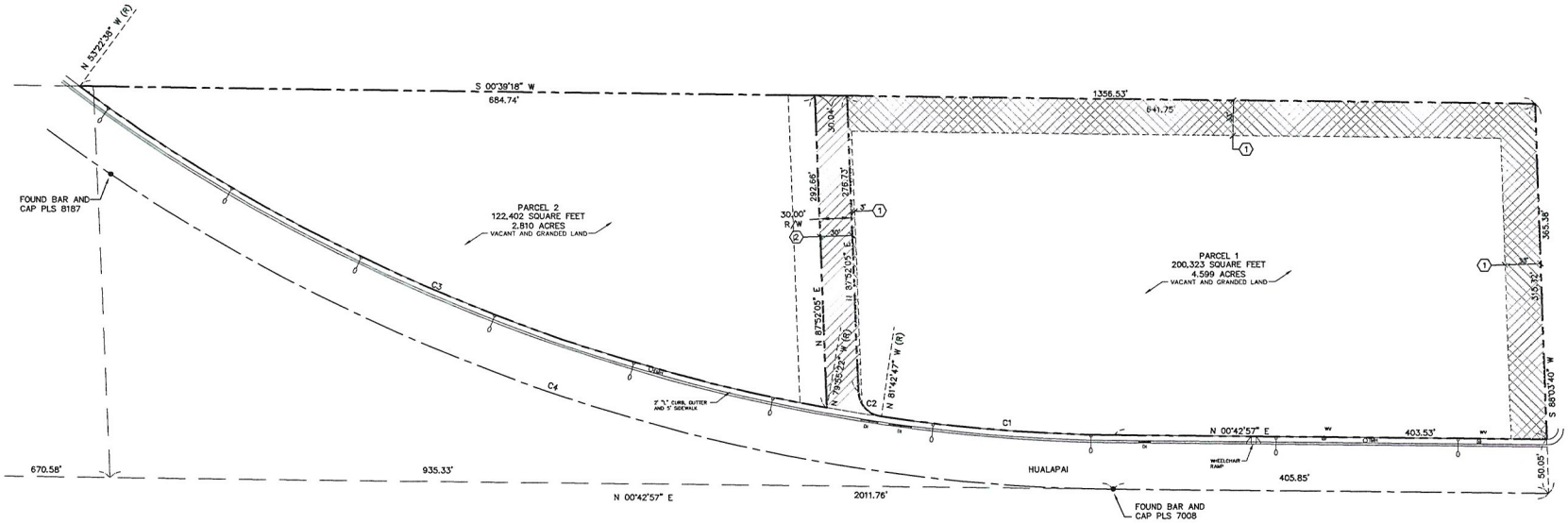
- POINT FOUND AS NOTED
- STREET CENTERLINE
- PROPERTY LINE
- ASSESSOR'S PARCEL LINE
- STREETLIGHT
- WV — WATER VALVE
- ELECTRIC HAND HOLE
- TELEPHONE MANHOLE
- DROP INLET
- RIGHT OF WAY TO BE VACATED
- PATENT EASEMENT TO BE VACATED



VICINITY MAP NO SCALE



SCALE 1" = 50'



EASEMENTS:

(1) RESERVATIONS AND EASEMENTS IN PATENT FROM THE UNITED STATES OF AMERICA RECORDED AUGUST 7, 1958 IN BOOK 169 AS DOCUMENT No. 137609.

(2) 30' RIGHT AWAY EASEMENT IN BOOK 631 AS DOC NO. 590951

BASIS OF BEARINGS

NORTH 00°42'57" EAST – THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN ON RECORD OF SURVEY IN FILE 79, PAGE 44, CLARK COUNTY, NEVADA RECORDS.

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	218.03	1650.00	109.18	7°34'16"
C2	34.72	25.00	20.82	79°34'06"
C3	764.45	1650.00	389.21	26°32'44"
C4	1065.31	1700.00	550.80	35°54'16"

RECEIVED
MAR 09 2011

APP'D | REVISIONS | DATE NO

PREPARED FOR : 3D INVESTMENTS

DATE 1/13/11
DESIGN
DRAWN JJB
CHECK RJB
SCALE 1"=50'

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
1210 HINSON STREET LAS VEGAS, NEVADA 89102
Ph. (702) 870-8771 Fax (702) 878-2695

VACATION EXHIBIT

APN: 138-07-103-006 & 138-07-201-001
A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

SHEET 1 OF 1
PROJ. NO. 3DINV-ALD1

VAC-41152

Baughman & Turner, Inc.

Consulting Engineers & Land Surveyors

1210 HINSON ST.
LAS VEGAS, NEVADA 89102-1604

PHONE (702) 870-8771
FAX (702) 878-2695

March 8, 2011

City of Las Vegas
Planning and Development
333 N. Rancho Dr.
Las Vegas, Nevada 89106

Re: Vacation & Abandonment
138-07-201-001 & 002

To Whom It May Concern,

Please let this letter serve as justification for a vacation and abandonment of the Gilmore Ave. right-of-way, and government patent easements along the boundaries of the above referenced APN's.

Gilmore Avenue improvements currently end at Hualapai. Gilmore will never continue east of the above mentioned parcels due to an existing regional park and existing drainage detention basin. Therefore, the Gilmore right-of-way is not needed to perpetuate the street.

The government patent easements are also no longer needed as all the required street alignments and improvements are already in place.

Any drainage and/or utility easements required as a result of these vacations will be retained.

The approval of this application will not have a negative effect on the environment or surrounding areas. Should you have any questions, please do not hesitate to contact me.

Sincerely,
Baughman & Turner, Inc.

David Turner
President

DT/jh

RECEIVED
MAR 09 2011
VAC-41152

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **VAC-41152 - APPLICANT: 3D INVESTMENT, LLC - OWNER: NEVADA DEVELOPMENT ASSOCIATES, LP**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 10, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MAY 9, 2011***.

Signature

5/9/2011
Date

David Turner
Please Print Name

Baughman & Turner, Inc.
Company Name

RECEIVED
MAY 10 2011

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

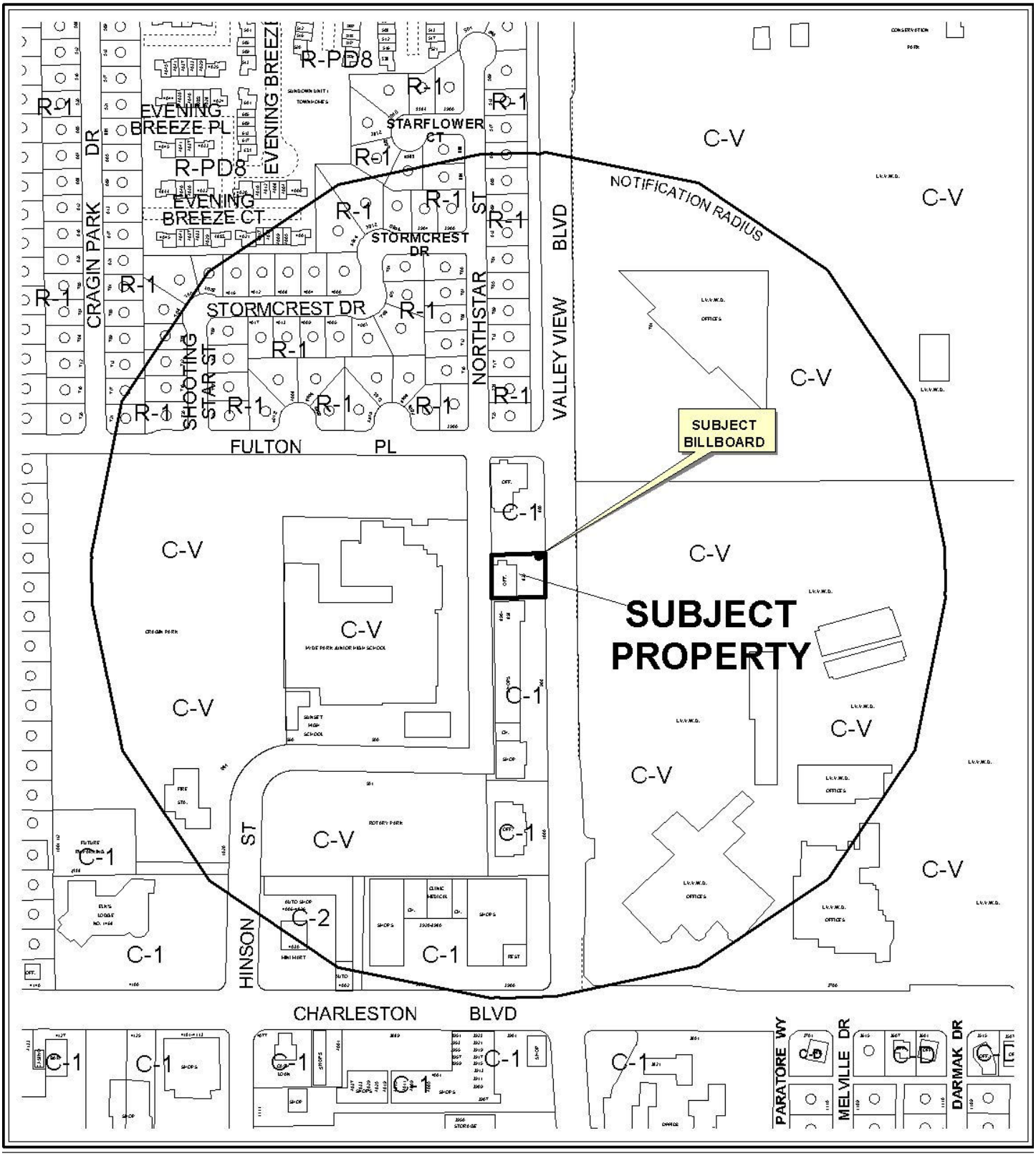
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-34682 – ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC - Request for Required Review of a previously approved Special Use Permit (SUP-4521) FOR A 40-FOOT BY 48- FOOT OFF-PREMISE SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-4521
6. Protest Postcards
7. Newspaper Article by Todd Farlow
8. Backup referenced from the July 23, 2009 Planning Commission Meeting Item RQR-34682



0 300 600 Feet

CASE: **RQR-34682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



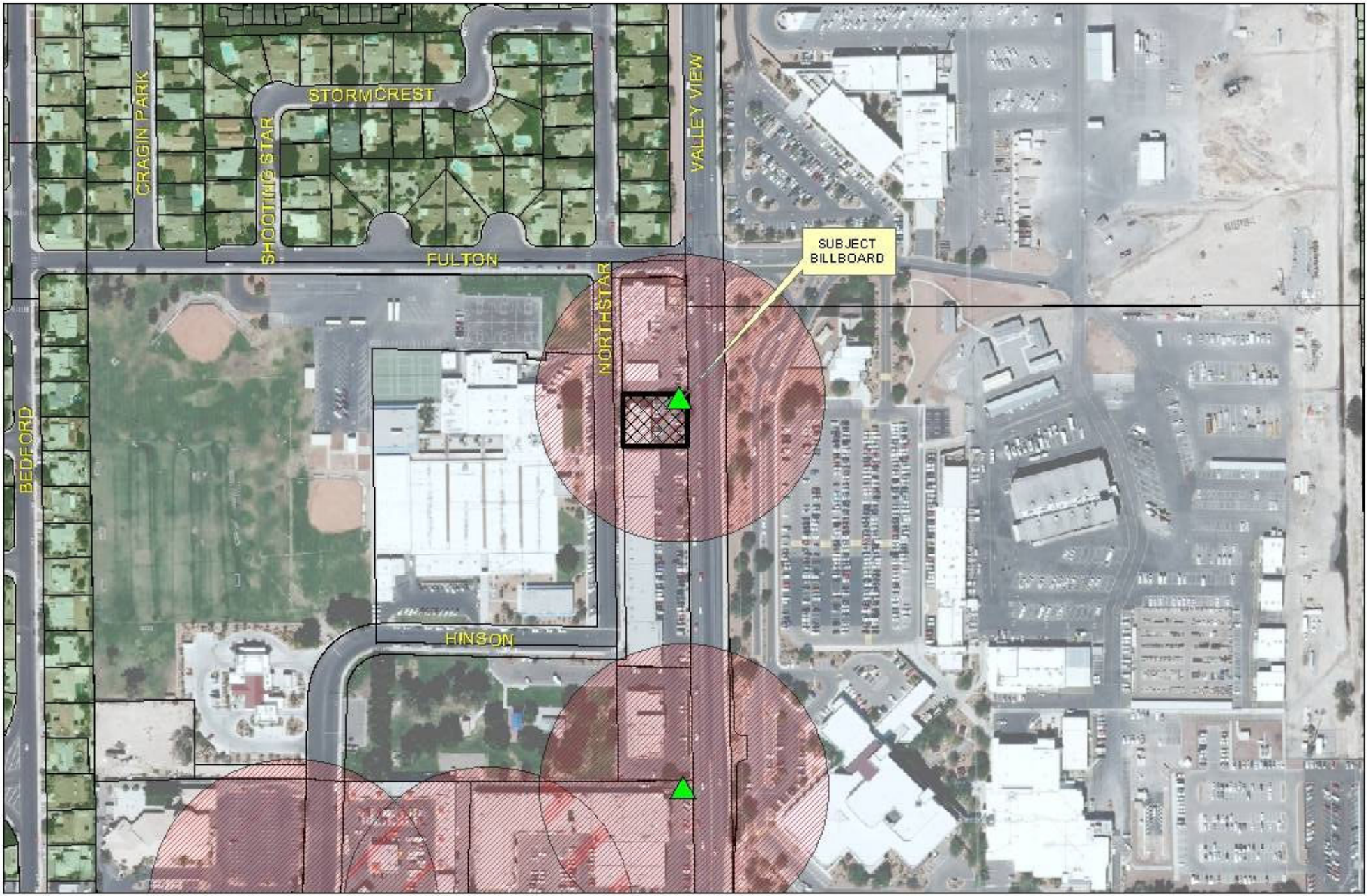
0 300 600 Feet

CASE: **RQR-34682**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-34682

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: JUNE 15, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 15, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-36482	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

RQR-34682 CONDITIONS

Planning

1. Conformance to the conditions for Special Use Permit (SUP- 4521).

2. This Special Use Permit (SUP-4521) shall be placed on an agenda closest to August 18, 2012 at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (SUP-4521) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has a single building for Office use, along with a previously approved Special Use Permit (SUP-4521) that allowed a 14-foot by 48-foot, 40-foot tall Off-Premise Sign to be located in the parking lot at 820 South Valley View Boulevard. The sign faces and supporting structure of the Off-Premise Sign are in good condition with no discrepancies noted. A research of the building permit activity found that permit #95884385 was issued for the installation of a billboard sign under the address of 820 South Valley View Boulevard, which received a final inspection on 12/26/95. There have been no recent changes in land use or new development in the surrounding area since the approval of the Special Use Permit (SUP-4521). If the application is denied, the Off-Premise sign will have to be removed. Staff recommends approval of this request with a three-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
01/18/95	The City Council approved a request for a Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Board of Zoning Adjustment recommended approval on 12/27/94.
02/16/00	The City Council approved a request for a Required Review [U-0296-94(1)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 01/13/00.
07/05/01	The City Council approved a request for a Required Review [U-0296-94(2)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard. The Planning Commission recommended denial on 02/22/01.
07/25/02	The Planning Commission denied a request for the Required Review [U-0296-94(3)] of a previously approved Special Use Permit (U-0296-94) for a 14-foot by 48-foot Off-Premise Sign located at 820 South Valley View Boulevard.
04/21/04	A Code Enforcement case (#13373) was processed for the removal of an Off-Premise Sign due to zoning violation. Code Enforcement closed the case on 06/29/04.
08/14/04	The City Council approved a request for Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign at 820 South Valley View Boulevard. The Planning Commission recommended approval on 07/22/04.

10/15/08	The City Council approved a request for a Review of Condition (ROC-29270) to delete Condition Number Five of a previously approved Special Use Permit (SUP-4521) that limited one advertising sign per face at 820 South Valley View Boulevard.
07/23/09	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #23/ds).
06/16/10	The City Council voted to hold this item in abeyance to the December 15, 2010 City Council meeting.
12/15/10	The City Council voted to hold this item in abeyance to the June 15, 2011 City Council meeting.

Related Building Permits/Business Licenses	
12/13/95	A building permit (#95884385) was issued for an Off-Premise Sign at 820 South Valley View Boulevard. The permit was finalized on 12/26/95.
Pre-Application Meeting	
A pre-application meeting was not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
06/18/09	Staff conducted a field inspection of the site with the following observations: • The subject billboard has no embellishment, animated signage, or electronic displays. • All structural elements have been properly screened. • The sign and supporting structure is in good condition and does not require repainting or bird deterrents.

Details of Application Request	
Site Area	
Gross Acres	0.33

Surrounding Property	***Existing Land Use***	***Planned Land Use***	***Existing Zoning***
Subject Property	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
North	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
East	Las Vegas Water District Facilities	PF (Public Facilities)	C-V (Civic)
West	School	PF (Public Facilities)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Rancho Charleston Land Use Study	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standard	*Required/Allowed*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of way	Sign is not in public right-of way	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Sign is located in the C-1 (Limited Commercial) zoning district	Y
Area	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 128 square feet.	Sign is 672 square feet in size. The sign does not have an embellishment.	Y
Height	No higher than 40 feet from grade t the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structure elements of the sign are adequately screened from public view	Y
Off-Premise (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-Premise Sign (if not along US-95)	The sign is approximately 770 feet from another Off-Premise Sign	Y

Standard	*Required/Allowed*	*Provided*	*Compliance*
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	Sign is approximately 330 feet from the nearest property line zoned for residential use.	Y
Other	All Off-Premise Signs (Billboards) shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The sign is secured to the ground on C-1 (Limited Commercial) zoned property.	Y

ANALYSIS

This is the first Required Review of an approved Special Use Permit (SUP-4521) for a 14-foot by 48-foot, 40-foot tall Off-Premise Sign located at 820 South Valley View Boulevard. The billboard had a previous Special Use Permit (U-0296-94) approved in January 1995. In July 2002, the Planning Commission denied a request for a Required Review for the billboard, thereby requiring the sign to be removed, which was never accomplished.

The applicant reapplied for a Special Use Permit (SUP-4521) for the Off-Premise Sign and received approval in August 2004. The sign complies with all Title 19.14.100 requirements. A building permit (95884385) was issued for the installation, which received a final inspection on 12/26/95. During a field inspection of the site, the sign and supporting structure were in good condition with no discrepancies noted.

FINDINGS

The Off-Premise Sign meets Title 19.14.100 requirements, and is in good condition. There have been no significant changes in land use or new development since the approval of the Special Use Permit (SUP-4521) in August 2004; therefore, staff recommends approval, subject to a three-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 80 (By City Clerk)

APPROVALS 0

PROTESTS 3

DS

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-34682** APN: 139 31 801 002

Name of Property Owner: BRIGHT PATH, LLC

Name of Applicant: Clear Channel Outdoor

Name of Representative: Paul Larsen

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Stephanie Cooper Herdman

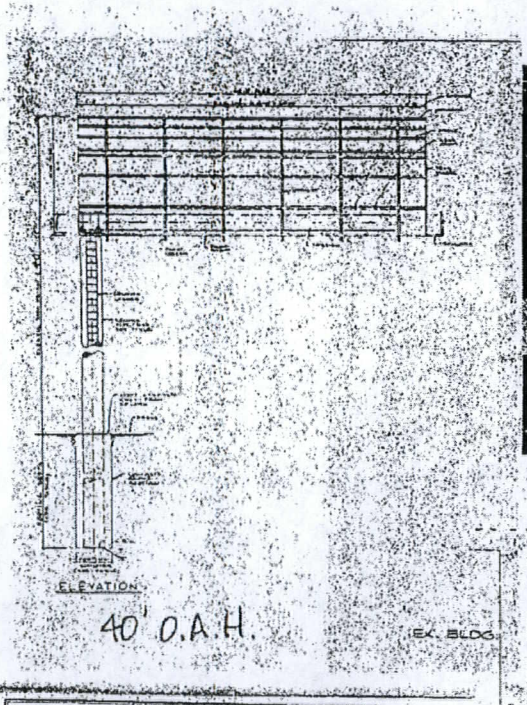
Subscribed and sworn before me

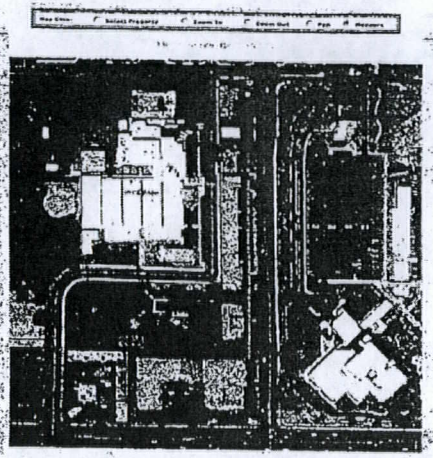
This 29th day of May, 2009

_____

Notary Public in and for said County and State

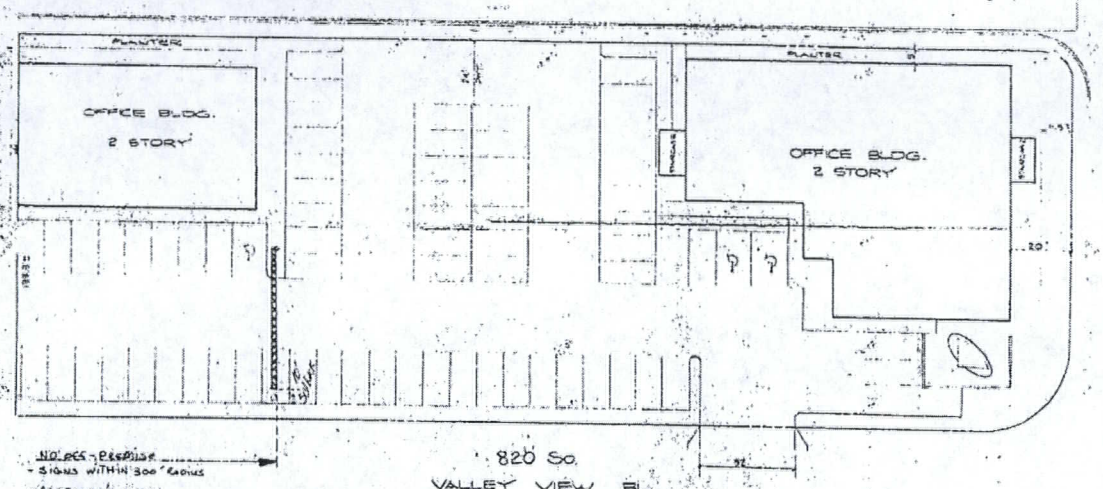
REGAN STOKES
Notary Public-State of Nevada
APPT. NO. 09-8971-1
My App. Expires December 09, 2012





798' FROM ANOTHER OFF PREMISE ADVERTISING SIGN (BILLBOARD). WHERE 300' IS CODE.

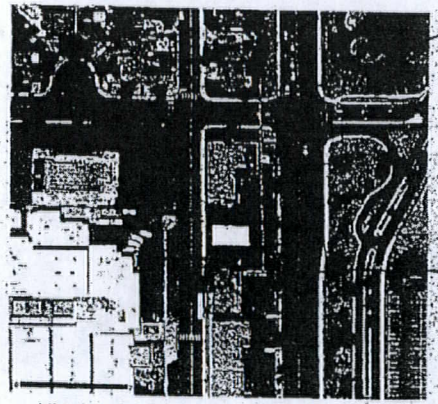
HINSON ST.



NO RES. PREMISE
- SIGNS WITHIN 300' RADIUS
- ASSESSOR'S PARCEL # 139-31-801-002
- NO RESIDENTIAL USE WITHIN 300' RADIUS
- LOCATION IS CONFORMING TO TITLE 19A CITY OF LAS VEGAS PLANNING & SIGN CODE

820' SO. VALLEY VIEW BL.

139-31-801-002



LOCATION

AERIAL PROVIDED BY COUNTY ASSESSOR'S WEB SIGHT
338' FROM RESIDENTIAL USE

PARKING SPACES AVAILABLE = 72

RECEIVED
JUN 01 2009

RQR-34682
07/23/09 PC

ELIMINATE PYLON SIGN
REVERSED NORTH ARROW
REVISIONS

CHANNEL 15
SITE PLAN

ALCA ENGINEERING & SURVEYING INC



RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10



RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10



RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10



RQR-34682 - APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: BRIGHT PATH, LLC
820 SOUTH VALLEY VIEW BOULEVARD

05/18/10



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

November 2, 2004

Ms. Stephanie Christensen
Bright Pathologists, Limited Liability Company
820 South Valley View Boulevard
Las Vegas, Nevada 89107

RE: SUP-4521 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 18, 2004

Dear Ms. Christensen:

The City Council at a regular meeting held August 18, 2004 APPROVED the request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 19, 2004. This approval is subject to:

Planning and Development

1. An aesthetic enhancement covering to be placed around the column of the billboard that may consist of a stucco feature or some other architectural feature that is compatible to the buildings on the property and to the area which is subject to the Planning and Development Department approval.

2. The Special Use Permit shall be reviewed in five (5) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the off-premise sign.

5. Only one advertising sign is permitted per sign face.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

RQR-34682
07/23/09 PC

6. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

7. All City Code requirements and design standards of all City Departments shall be satisfied.

Public Works

8. The off-premise advertising (billboard) sign shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

Sincerely,

Angela Ciolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

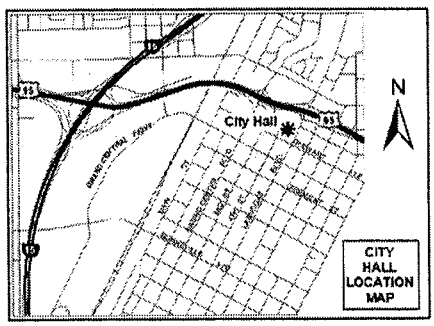
cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #300
Las Vegas, Nevada 89102

RQR-34682
07/23/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearin



If you wish to file your protest or support on this re
appropriate box below and return this card in an envelope w
Office Of The City Clerk at the address listed above or fa
card to (702) 382-4803. If you would like to conta
Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your co:

RQR-34682
City Council Meeting of 8/19/2009

Maggie Avalos
725 Northstar St
Las Vegas, NV 89107 ★

RECEIVED
CITY CLERK
2009 AUG 14 A 10:37

Submitted after final agenda

Date 8/14/09 Item 66
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

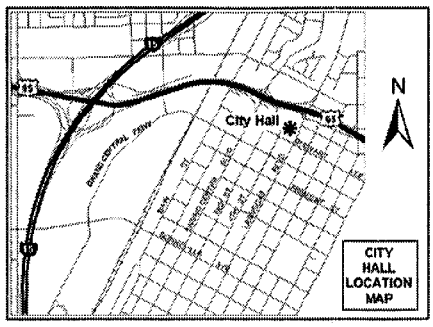
PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 07 2009
MAILED FROM ZIP CODE 89101

2009 AUG 19 A 11:17

RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-34682
City Council Meeting of 8/19/2009

HAFER MARK C
HEELAN ROBERTA J
P O BOX 27769
LAS VEGAS NV 89126-1769

APN#13931712040

Submitted after final agenda

Date 8/19/09 Item 66 W-1

Nailing Billboards



ANN HERMES/© 2009 THE CHRISTIAN SCIENCE MONITOR (WWW.CSMONITOR.COM)

Toronto activist Rami Tabello, coordinator of Illegalsigns.ca which tracks illegal billboards throughout the city, logs new billboards into his phone in Dundas Square.

In Toronto, about half the billboards you can spot from any given street corner are illegal. This isn't unusual—in fact, an estimated two-thirds of the outdoor advertising in Chicago sits outside of permitted zones. But up in Toronto, a group of activists is doing something about it.

They're not relying on viral videos or media hoaxes, either: Rami Tabello and the rest of the crew at IllegalSigns.ca use city codes and ordinances like secret weapons.

"We fight illegal advertising using the rule of law," Tabello explains. "Advertising on television, radio, and newspapers is a matter of choice—citizens can choose not to view those ads. Billboards are different. They destroy choice because they are located in public spaces. Either the public vista belongs to the public or it belongs to global media companies. Fighting illegal billboards is about reclaiming public space."

Through diligent research, friendly phone calls, regularly filed complaints, and extensive grassroots campaigning, IllegalSigns suggests, urges, nags, and downright cajoles Toronto's city council into removing illegal outdoor ads. One by one. The group, which has around ten volunteers, has filed well over 600 complaints since it formed in early 2007.

In December 2009, the Toronto city council passed a $10.4 million billboard tax and a new, restrictive bylaw to regulate outdoor ads. Should the changes stick, Tabello estimates that the current number of billboards will be reduced by half over the next few decades.

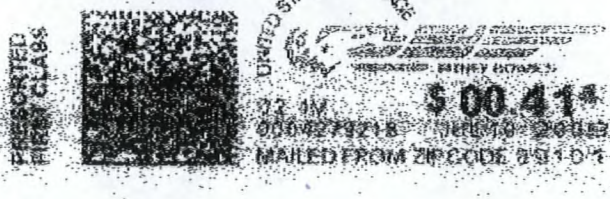
—Anne Elizabeth Moore

THE PROGRESSIVE

mitted at City Council
Date 6/16/10 Item 89
Todd Darlow

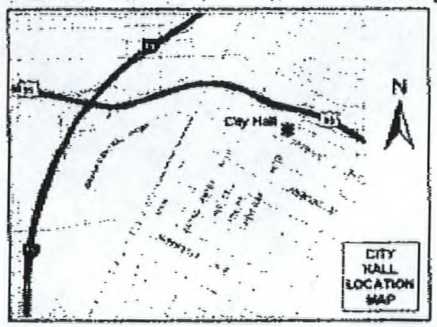
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986



Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-34682

Planning Commission Meeting of 7/23/2009

Case: RQR-34682

13931712004
HERRICK WILLIAM M
708 SHOOTING STAR ST
LAS VEGAS NV 89107-4356

EAUDP11 A9107

239

City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

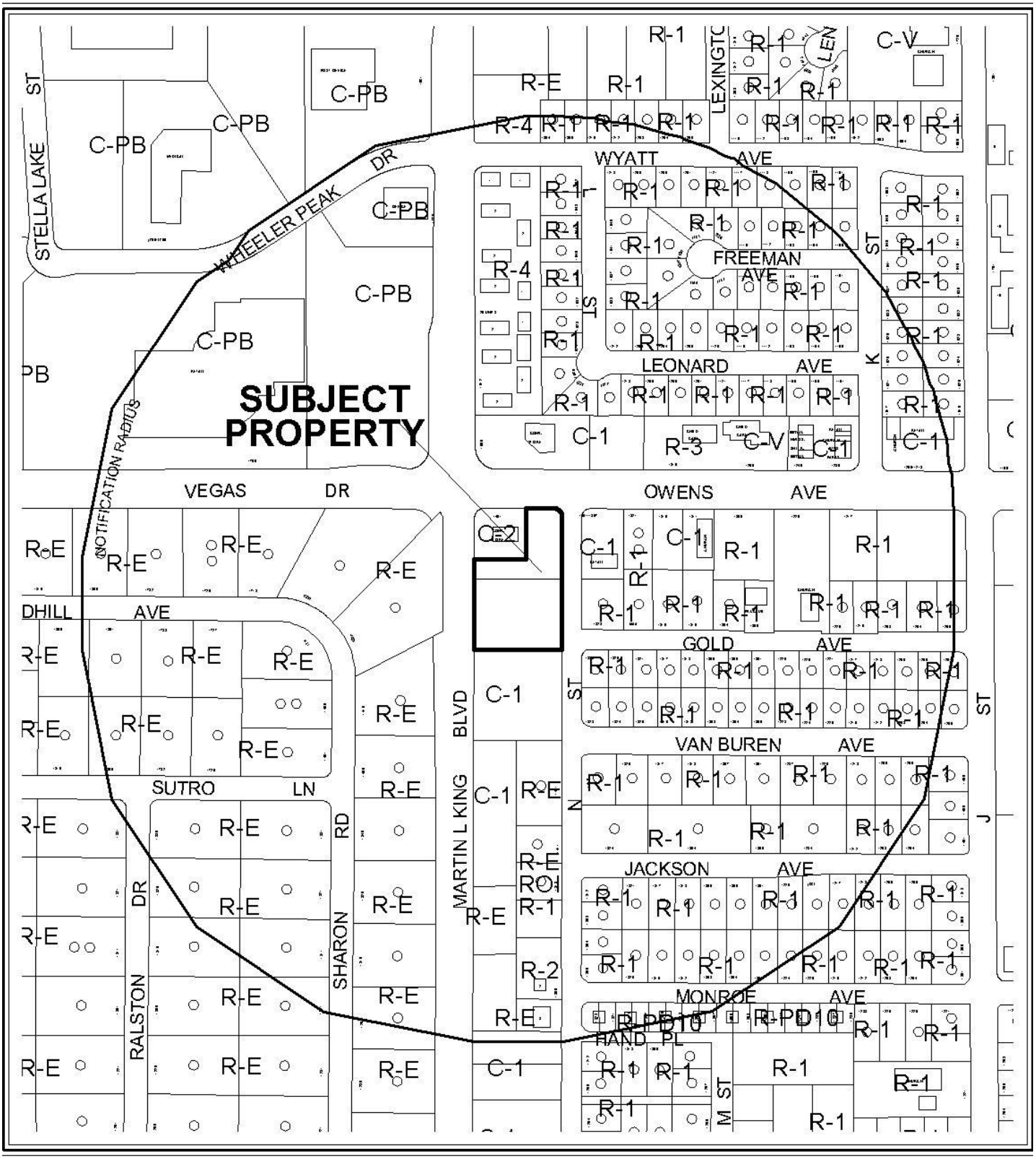
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40998 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-40999 - PUBLIC HEARING - APPLICANT/OWNER: WAI CHUN GINN - Request for a Site Development Plan Review FOR A PARKING LOT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPE BUFFER ALONG THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED AND A FIVE-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE NORTH AND EAST PERIMETERS WHERE FIFTEEN FEET IS REQUIRED on a portion of 0.53 acres at the southwest corner of Owens Avenue and "N" Street (APN 139-28-501-002), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the April 12, 2011 Planning Commission Meeting Items ZON-40999 and SDR-40998



0 300 600 Feet

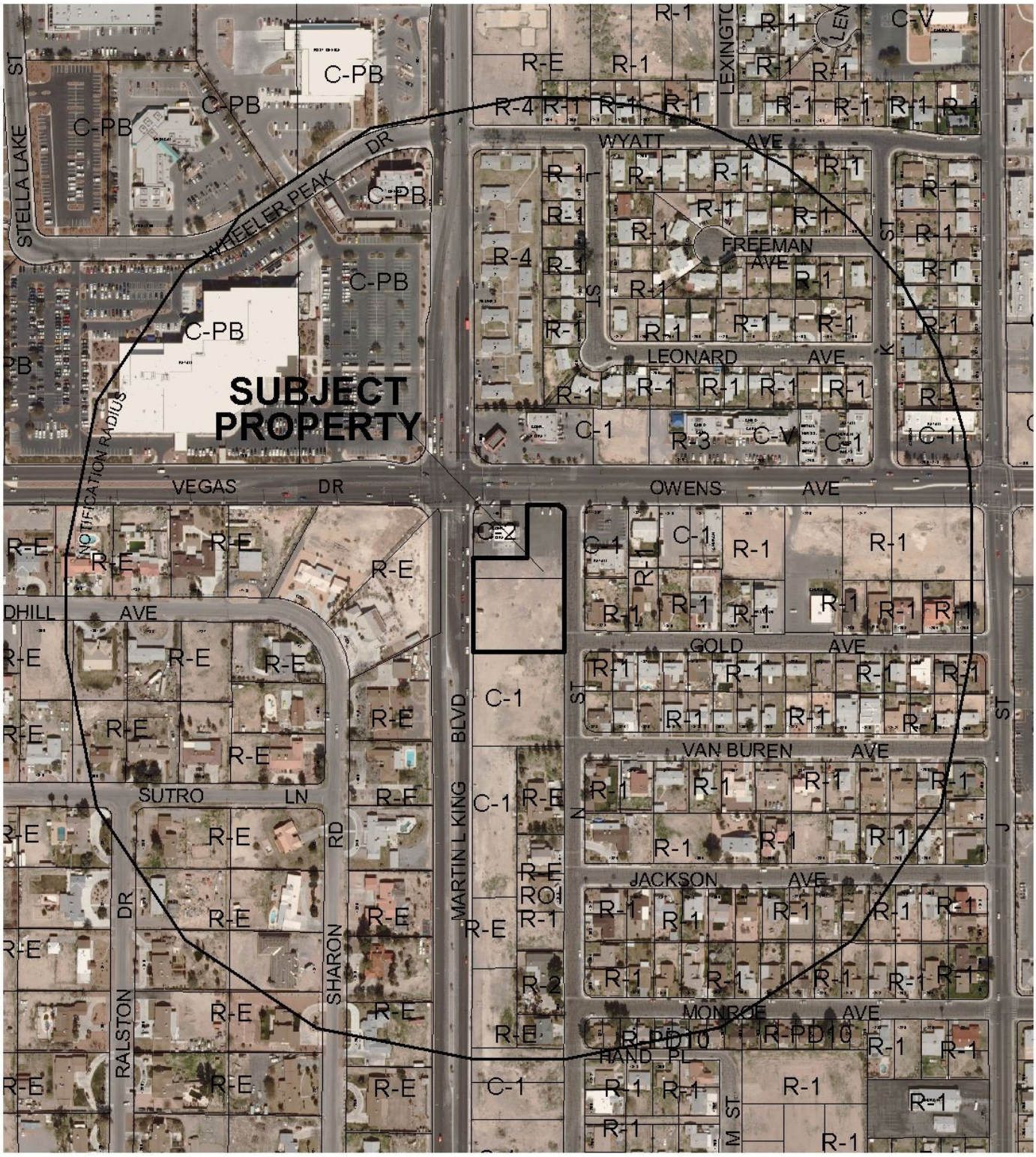
CASE: **SDR-40998**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-40998**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: WAI CHUN GINN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-40998	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-40998 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 03/09/11, except as amended by conditions herein.

3. A Waiver from Title 19.12 is hereby approved, to allow a zero-foot landscape buffer along the west perimeter and to allow a five-foot wide perimeter landscape buffer on the north and east perimeters.

4. An Exception from Title 19.10 is hereby approved, to allow no parking lot screening.

5. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 03/09/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Remove all substandard sidewalk improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. The existing "pan" style driveway accessing this site from "N" Street may remain.

10. Sign and record a Covenant Running with Land agreement for the future installation of half-street improvements (including sidewalks, streetlighting, and possibly fire hydrants) on "N" Street adjacent to this site prior to occupancy of this site.

11. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant was issued a violation notice for an illegal commercial parking lot by City of Las Vegas Code Enforcement. To remedy the situation, the owner has applied for a site development plan review to allow a commercial parking lot.

Staff is recommending denial of the Site Development Plan Review (SDR-40998), as the project is not designed to meet minimum Title 19 development standards. If denied, a new Site Development Plan Review shall be required prior to development or use of the site.

ISSUES

- Waivers are required to allow a zero-foot perimeter landscape buffer along the west side where eight feet is required and a five-foot wide perimeter landscape buffer along the north and east sides where 15-foot buffers are required.
- An Exception is required to allow no parking lot screening where one is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/20/94	The City Council denied an appeal of Variance (V-0022-94) for a 40 foot high, 12-feet by 24-feet off premise sign on the east side of Martin L. King Boulevard, south of Owens Avenue. The Board of Zoning Adjustment and staff recommended denial.
06/20/05	The Code Enforcement Division issued a violation (#31492) for a junk vehicle on a vacant lot on the east side of Martin L. King Boulevard, south of Owens Avenue. Case was resolved on 06/25/05.
08/08/05	The Code Enforcement Division issued a violation (#33397) for trash and high weeds on a vacant lot on the east side of Martin L. King Boulevard, south of Owens Avenue. Case was resolved on 08/27/05.
07/24/10	The Code Enforcement Division issued a violation (#93029) for an illegal commercial parking lot on a vacant R-E (Residence Estates) zoned lot on the east side of Martin L. King Boulevard, south of Owens Avenue. Case remains open.

09/29/10	The Code Enforcement Division issued a violation (#94976) for trash on a vacant lot on the east side of Martin L. King Boulevard, south of Owens Avenue. Case was resolved on 10/15/10.
05/10/11	The City Council approved Rezoning (ZON-40999) from: R-E (Residence Estates) to: C-1 (Limited Commercial) on 1.44 acres at the southwest corner of Owens Avenue and "N" Street. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
06/08/93	A deed was recorded for a change in ownership for both parcels.

Related Building Permits/Business Licenses
No activity on file.

Pre-Application Meeting	
08/18/10	Staff met with the applicant and reviewed the application required for a Site Development Plan Review application for a commercial parking lot.

Neighborhood Meeting
No Neighborhood Meeting was required nor held.

Field Check	
03/03/11	Staff visited the site and found the proposed parking lot has already been paved, but not to code standards. The vacant lot to the south was generally clean but had a few piles of dirt dumped on it and weeds were widely scattered.

Details of Application Request	
Site Area	
Net Acres	1.44

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Site 139-28-501-002	Parking Lot	C (Commercial)	C-2 (General Commercial)
North	Convenience Store	C (Commercial)	C-1 (Limited Commercial)

South	Undeveloped	C (Commercial)	R-E (Residence Estates)
East	Retail	C (Commercial)	C-1 (Limited Commercial)
West	Single-Family	R (Residential Rural Density)	R-E (Residence Estates)
	Convenience Store	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
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

DEVELOPMENT STANDARDS

Pursuant to Title 19.12 the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	3 Trees	5 Trees	Y
• South	1 Tree / 20 Linear Feet	0 Trees	0 Trees	N/A
• East	1 Tree / 20 Linear Feet	4 Trees	4 Trees	Y
• West	1 Tree / 30 Linear Feet	0 Trees	0 Trees	N/A
TOTAL PERIMETER TREES		7 Trees	9 Trees	Y
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	4 Trees	4 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		5 Feet	N
• South	0 Feet		0 Feet	N/A
• East	15 Feet		5 Feet	N
• West	8 Feet		0 Feet	N

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Martin Luther King Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Owens Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y
N Street	N/A	N/A	50	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Install a 15 foot wide perimeter landscape buffer along adjacent right-of-ways.	To install a five-foot wide perimeter landscape buffer along the north and east perimeters.	Denial
Install an eight foot wide perimeter landscape buffer along interior lot lines.	To allow a zero perimeter landscape buffer along the developed portion of the west side of the lot.	Approval

Exception		
Requirement	***Request***	***Staff Recommendation***
Parking lots shall be screened from adjacent roadways by a low wall or berm with a maximum height of thirty inches, or a solid living hedge with an approximate maximum height of thirty-six inches.	To allow no screening.	Denial

ANALYSIS

The applicant has requested a Site Development Plan Review for a commercial parking lot on the northern portion of parcel 139-28-501-002. This lot has been used as both parking and a driveway to the adjacent convenience store. The owner has been notified by Code Enforcement that the paved area was not developed to minimum Title 19 standards and that it is a residentially zoned parcel. The owner had previously paved the area as a dust control measure.

The applicant is now applying for a Site Development Plan Review with Waivers of the Landscape Buffer requirements and an Exception for parking lot screening to develop a portion of the parcel as a commercial parking lot. Staff supports the requested Waiver for a zero-foot perimeter landscape buffer along the west, as the proposed parking lot will be utilized to serve the convenience store on the adjacent lot. However, the proposed Waiver to limit the perimeter landscape buffers along the rights-of-way to five feet where fifteen feet is required is not supported by staff. The applicant has stated that the reason for requesting the Waivers and Exception is due to the fact that the parking lot has already been built with a five-foot wide landscape buffer. The parcel has ample room to be developed as a large parking lot meeting all Title 19 standards. Therefore, staff recommends denial of the Site Development Plan Review application. If denied, a new Site Development Plan Review shall be required prior to development or use of the site.

FINDINGS (SDR-40998)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed commercial parking lot is compatible with adjacent developments.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The General Plan designation for the site is C (Commercial). The proposal doesn't meet Title 19 development standards for a commercial parking lot. The proposal is consistent with the West Las Vegas Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The parking lot is accessed off N Street, a 50-foot right-of-way. The parking lot can also be accessed from the adjacent lot to the west with direct access off both Martin Luther King Boulevard and Owens Avenue.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed Blue Mexican Palm and Acacia Aneura Mulga trees and Texas Sage are appropriate for the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposal does not meet the minimum right-of-way perimeter landscape buffer requirements. The lack of required screening will make the parking lot unsightly, and have a negative impact on the surrounding area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed parking lot will be subject to inspection and will therefore not compromise the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 224 (By City Clerk)

APPROVALS 0

PROTESTS 3

YK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-40998** APN: _____

Name of Property Owner: WAI CHUN GINN

Name of Applicant: WAI CHUN GINN

Name of Representative: WAI CHUN GINN

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Wai Chun Ginn

Print Name: WAI CHUN GINN

Subscribed and sworn before me

This 1 day of September, 20 10

_____

Notary Public in and for said County and State

ALVIN J. LOCSIN
Notary Public, State of Nevada
Appointment No. 08-6221-1
My Appt. Expires Feb 6, 2012

RECEIVED
FEB 22 2011

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site development Plan Review.

Project Address (Location) 1451 W. Owens Ave Las Vegas, Nv. 89106

Project Name GINN'S VACANT LOTS. **Proposed Use** Parking.

Assessor's Parcel #(s) 139285010002 AND 139285010003 **Ward #** 5

General Plan: existing X proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 59050 Sq Ft **Floor Area Ratio** _____

Gross Acres 1.52 **Lots/Units** _____ **Density** _____

Additional Information 72 Ft x 107 ft PAVED parking LOT, REMAINING ARE VACANT undeVELOPE LAND. SE REVITALISATION REDEVELOPMENT WEST LAS VEGAS

PROPERTY OWNER WAI CHUN GINN **Contact** CANDIE GINN

Address 2199 NATALIE AVE. **Phone:** 7027358027 **Fax:** _____

City LAS VEGAS **State** NV. **Zip** 89169

E-mail Address PWCGINN@YAHOO.COM

APPLICANT WAI CHUN GINN **Contact** CANDIE GINN

Address 2199 NATALIE AVE, **Phone:** 7027358027 **Fax:** _____

City LAS VEGAS. **State** NV. **Zip** 89169

E-mail Address PWCGINN@YAHOO.COM

REPRESENTATIVE AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WAI CHUN GINN

Subscribed and sworn before me

This 1 day of September, 20 10.

_____

Notary Public in and for said County and State

ALVIN J. LOCSIN
Notary Public, State of Nevada
Appointment No. 08-6221-1
My Appt. Expires Feb 6, 2012

FOR DEPARTMENT USE ONLY

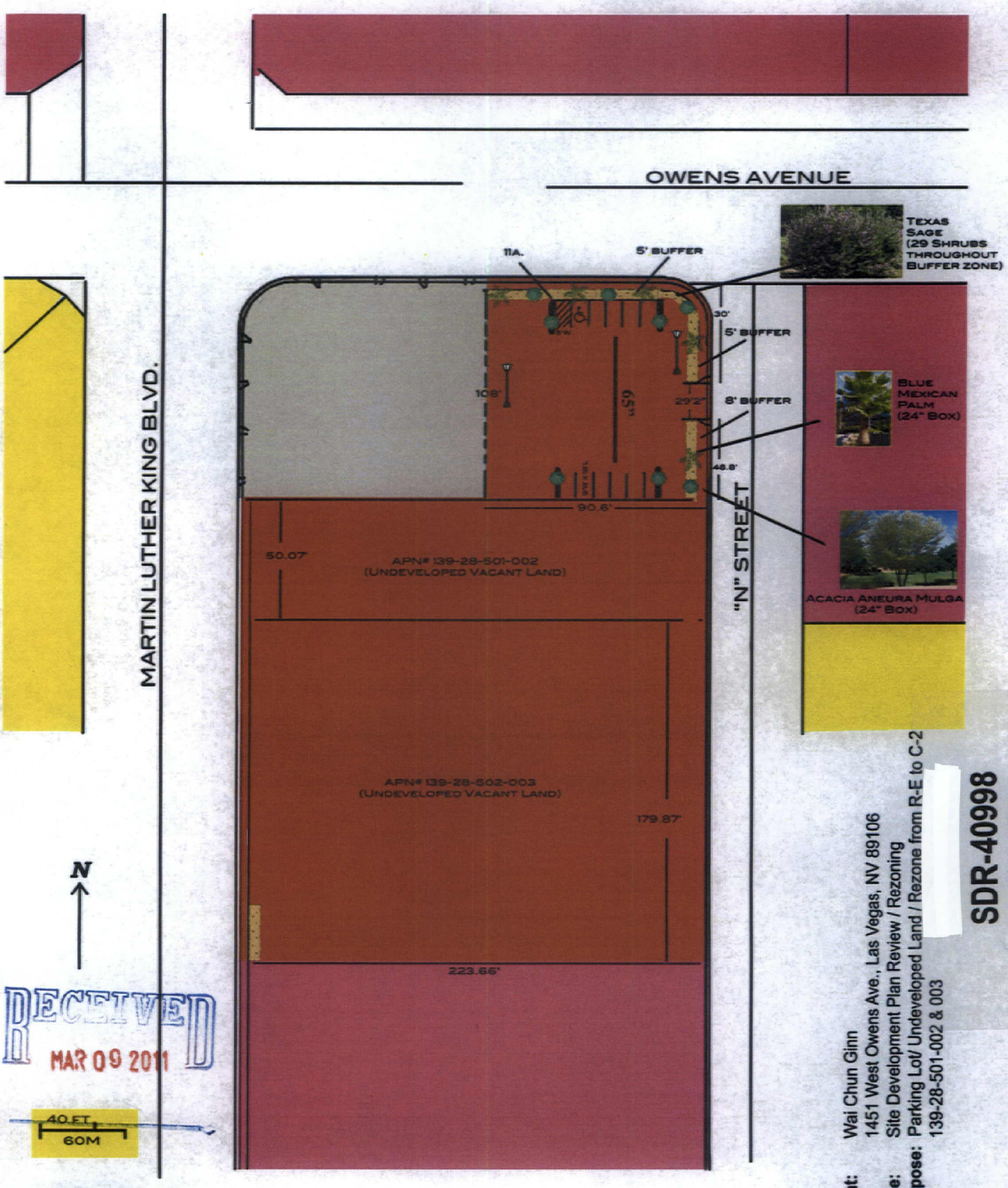
Case #	SDR-10998
Meeting Date:	4/12/11
Total Fee:	$1,030
Date Received:*	2/22/11
Received By:	B.S.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
FEB 22 2011

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



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MAR 09 2011



VICINITY MAP

PAT'S CHINESE FOOD & MINI-MART

Owner/Applicant: Wai Chun Ginn
Site Location: 1451 West Owens Ave., Las Vegas, NV 89106
Application Type: Site Development Plan Review / Rezoning
Application Purpose: Parking Lot/ Undeveloped Land / Rezone from R-E to C-2
APN: 139-28-501-002 & 003

SDR-40998
REVISED



SDR-40998 – APPLICANT/OWNER: WAI CHUN GINN
SOUTHWEST CORNER OF OWENS AVENUE AND "N" STREET

03/03/11



SDR-40998 – APPLICANT/OWNER: WAI CHUN GINN
SOUTHWEST CORNER OF OWENS AVENUE AND "N" STREET

03/03/11



SDR-40998 – APPLICANT/OWNER: WAI CHUN GINN
SOUTHWEST CORNER OF OWENS AVENUE AND "N" STREET

03/03/11



SDR-40998 – APPLICANT/OWNER: WAI CHUN GINN
SOUTHWEST CORNER OF OWENS AVENUE AND "N" STREET

03/03/11

City of Las Vegas

Department

Planning and Development,

333 N Rancho Drive

Las Vegas, Nevada 89106

Mar 8, 2011

To Whom It May Concern,

Case #93029 Locations: 13928501002 & 13928501003

Please accept this correspondence as a request of "Waiver for the width on Landscaping Buffer".

We would also like to a request a width-waiver on the 120.6 feet, the required 8 ft. wide landscaping buffer, reduce to the width to exciting 5 feet wide landscaping buffer.

The 90.6 feet length on the north side of the property, the side adjacent to "West Owens Ave", and the 30.0 feet on the east side of the property, that curved around adjacent to "N" Street. We already have an existing 5 feet wide landscaping buffer.

The lot was a vacant undeveloped land, covered by dirt and gravels, and the public was using it as thoroughfare, driveway, and parking lot – which stirred up a lot of dust and pollution. In order to diminish the dust and pollution, we paved the 90.6ft x 108ft and converted it into a paved lot.

On 07/24/2010, City of Las Vegas Code Enforcement cited us for illegal parking lot - land use violation 19.04.010.

We are requesting rezoning Vacant R-E lot to C2 – to reverse the enforcement issue.

Sincerely

Wai Chun Ginn

Pat's Chinese Food & Mini Mart

1451 W Owens Ave, Las Vegas, NV 89106

702 6387287

702 7358027

pwcginn@yahoo.com

RECEIVED
MAR 09 2011

SDR-40998
REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2011 MAY 10 P 4:17

PRESORTED
FIRST CLASS

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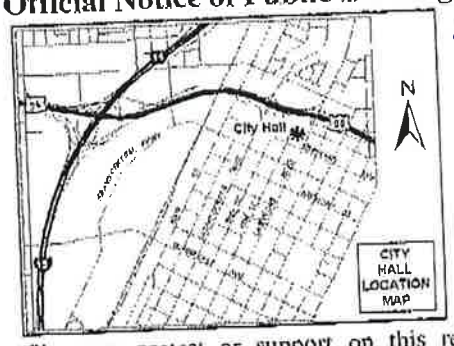
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40999 & SDR-40998
City Council Meeting of 5/18/2011

CHURCH BAPTIST NEW JERUSALEM
1100 N D ST
LAS VEGAS NV 89106-3110

APN#13921801006

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

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FIRST CLASS

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USA44

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.

ZON-40999 & SDR-40998
City Council Meeting of 5/18/2011

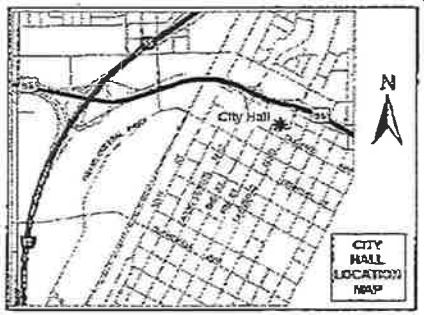
City of LV
County Clerk
400 Stewart Av
LV [redacted] 89101
NV

APN#13921805001

80-61

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40999 & SDR-40998

City Council Meeting of 5/18/2011

PRESORTED FIRST CLASS

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0004279218 MAY 05 2011
MAILED FROM ZIPCODE 89101

2011 MAY 16 A 11:29

RECEIVED CITY CLERK

BENNETT MARION D
1911 GOLDHILL AVE
LAS VEGAS NV 89106-2019

APN#13921804005

26 BRDFN11 89106

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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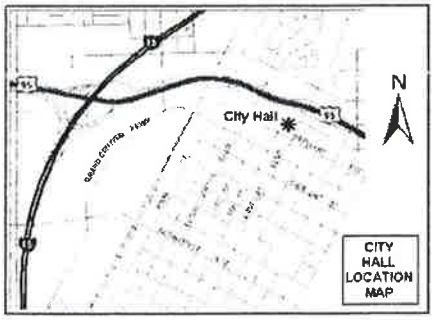
MAILED FROM ZIP CODE

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 11 2011
CITY OF LV
PLANNING

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40999 & SDR-40998
Planning Commission Meeting of 4/12/2011

Case: ZON-40999
13921811031
MILLER MARY L
1212 LEONARD AVE
LAS VEGAS NV 89106-2445

26 89104 89106

City of Las Vegas Agenda Item No.: **101.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

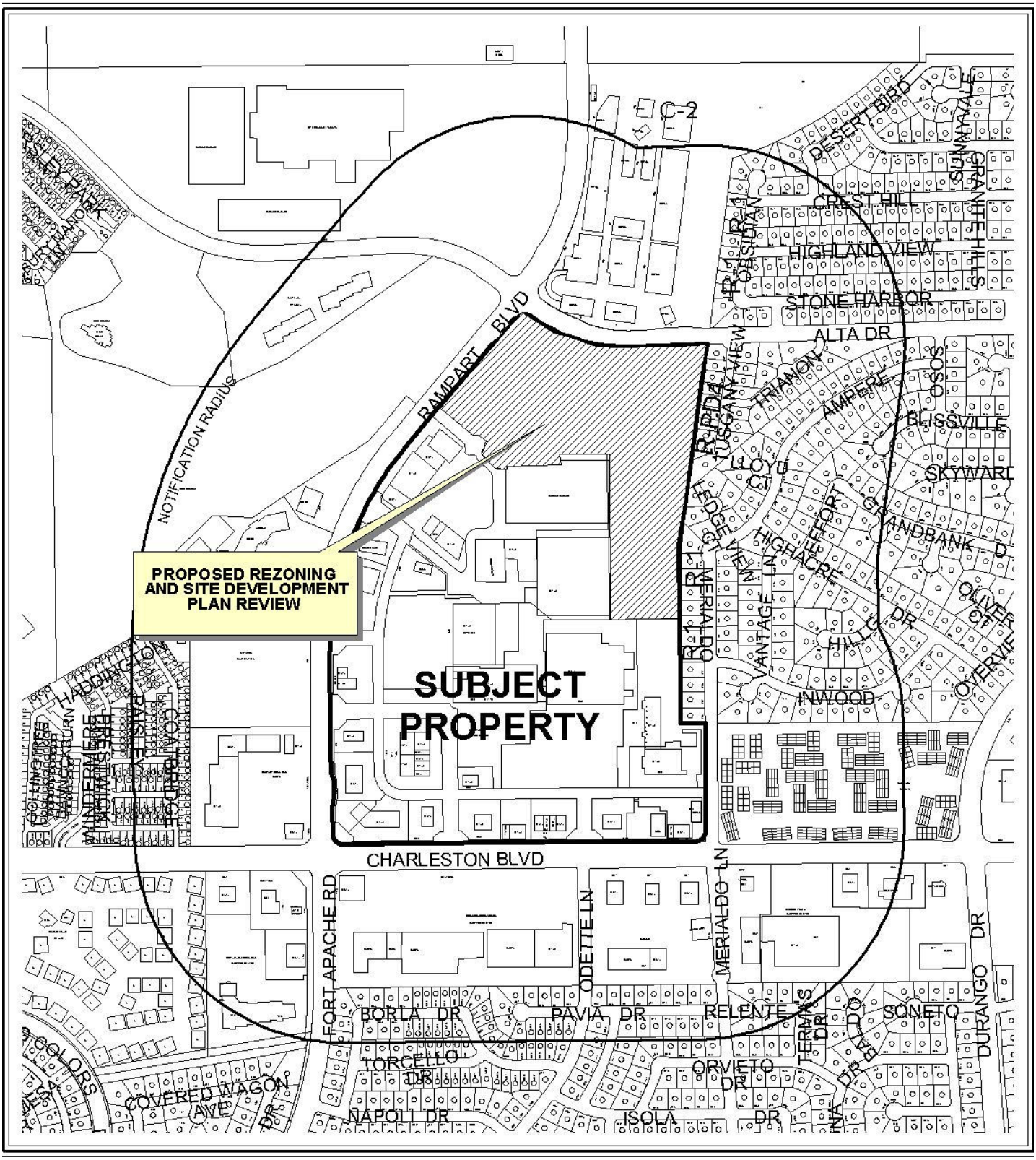
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-41312 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC - Request for a Rezoning FROM: PD (PLANNED DEVELOPMENT) TO: PD (PLANNED DEVELOPMENT) on 23.40 acres at the southeast corner of Alta Drive and Rampart Boulevard (APN 138-32-723-001), Ward 2 (Wolfson). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**4**
City Council Meeting	**3**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-41312 and SDR-41313
2. Conditions and Staff Report - ZON-41312 and SDR-41313
3. Supporting Documentation
4. Photos - ZON-41312 and SDR-41313
5. Las Vegas Renaissance Master Development Plan and Development Standards
6. Justification Letter - ZON-41312 and SDR-41313
7. Protest/Support Postcards
8. Backup referenced from the May 10, 2011 Planning Commission Meeting Items ZON-41312 and SDR-41313

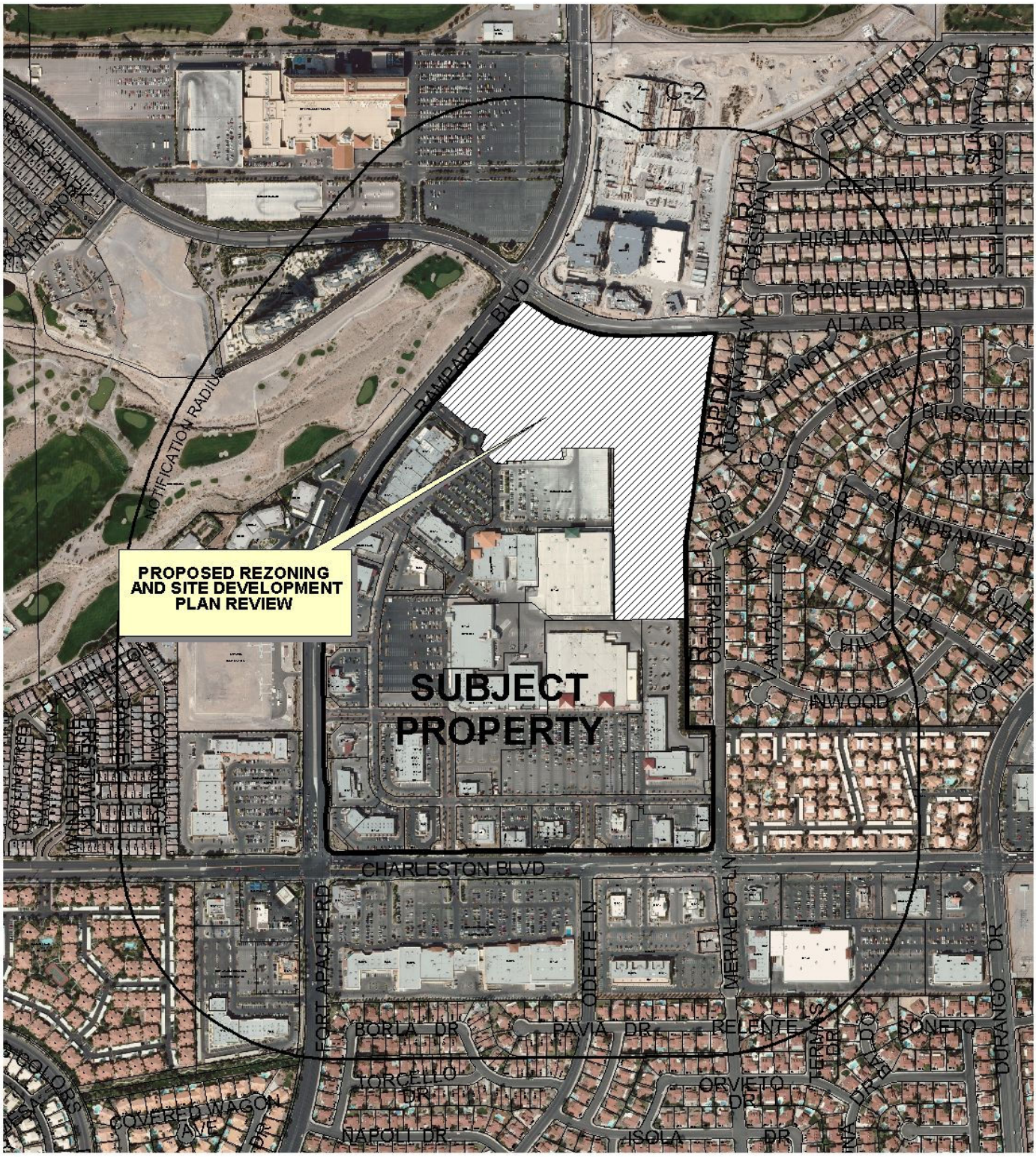


CASE: **ZON-41312 AND SDR-41313**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



CASE: **ZON-41312 AND SDR-41313**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

PROPOSED ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC LC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-41312	Staff recommends APPROVAL.	
SDR-41313	Staff recommends APPROVAL, subject to conditions:	ZON-41312

** CONDITIONS **

SDR-41313 CONDITIONS

Planning

1. Approval of Rezoning (ZON-41312) shall be required.

2. This approval shall be void three years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the Master Development Plan and Development Standards date stamped 04/18/11, the site plan and landscape plan date stamped 04/18/11, and building elevations, date stamped 04/19/11, except as amended by conditions herein.

4. The applicant shall amend the proposed Master Development Plan and Development Standards as follows:
   a) Section 1.4 shall state that a Commercial Subdivision shall be recorded prior to the filing of records of survey.

b) Section 2.4 shall be amended to further state that no structure may encroach within any required landscape buffer area, described as the 125-foot landscape area along the east property line adjacent to the existing R-PD4-zoned residential development and the 15-foot buffer along the east property line adjacent to the existing R-1 zoned residential development. Any request by or on behalf of the property owner, or any proposal by the City, to modify the approved Master Development Plan or Development Standards shall be filed with the Department of Planning in accordance with UDC 19.10.140.G.

c) Section 2.6.2 shall refer to the intersection as "signalized."

d) Section 3.3 shall be revised to state that the applicant will negotiate with the Las Vegas Valley Water District to relocate a pipe within the western boundary of the site and abandon the associated easement.

e) Section 7.2 shall include the following language: "Signage located along the east perimeter and adjacent to residential development shall be subject to the Residential Protection Standards of UDC Title 19.08."

f) Section 7.2 language regarding building wraps shall be deleted and replaced with the following language: "Building wrap signage shall be permitted if approved as part of a Master Sign Plan. Any off-premise signage included in building wrap signage shall also require approval of a Special Use Permit."

5. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 04/18/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

9. A Master Sign Plan shall be submitted for approval by the City of Las Vegas prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. A Comprehensive Construction Staging Plan shall be submitted to the Department of Planning for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

12. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Dedicate or grant appropriate roadway, sewer, and drainage easements for an additional 10 feet of right-of-way (where such does not exist) for a continuous right-turn lane on Rampart Boulevard adjacent to this site and dedicate the rights-of-way necessary for a future bus turnout/right turn (deceleration) lane on Alta Drive prior to the issuance of any off-site permits. Also, grant appropriate traffic signal equipment easements for the proposed signalized entry drive on Alta Drive prior to construction of any signal improvements or as otherwise directed by the Traffic Engineer.

15. Construct the dedicated right-turn lane on Rampart Boulevard along the entire length of this site concurrent with on site development activities. Also, remove all substandard improvements and unused driveway cuts adjacent to this site and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Submit an Encroachment Agreement for all landscaping and private improvements located in the Alta Drive and Rampart Boulevard public rights-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping and private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

18. The developer of this site shall coordinate with the Department of Public Works to determine appropriate design criteria and location for the proposed pedestrian bridge over Alta Drive. Appropriate Encroachment Agreements or other instruments acceptable to the Department of Public Works must be obtained prior to the issuance of permits for the pedestrian bridge over Alta Drive. In addition, the developer shall demonstrate to the satisfaction of the City Traffic Engineer that the proposed pedestrian bridge will not obstruct visibility to the two adjacent traffic signals on Alta Drive.

19. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

20. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated or appropriate roadway, sewer, and drainage easements shall be granted prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights of way are not required and Traffic Control devices are or may be proposed at this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to develop 23.44 acres of land at the southeast corner of Alta Drive and Rampart Boulevard for commercial and residential uses. Currently, the site contains a parking lot with access to commercial lots to the south, dense perimeter landscaping along the east property line adjacent to developed single family residential lots and a partially landscaped access drive from Alta Drive to an existing parking garage facility on the adjacent commercial lot to the south. Specifically, approximately 773,000 square feet of enclosed Shopping Center uses are proposed along Alta Drive and a six-story, 100,000 square-foot multi-family residential building with up to 100 units is proposed at the southeast corner of the site. Parking will be provided within two subterranean facilities along Alta, a four-story structure along the east perimeter buffer and in two levels at the base of the multi-family structure. A pedestrian connection is proposed between the proposed above-ground parking structure to the proposed Shopping Center, and a vehicular bridge connecting the existing parking structure on the adjacent lot is also proposed. A pedestrian bridge is proposed that would connect this site with the existing mixed use development north of Alta Drive.

As the Rezoning request is appropriate for the area and would allow uses similar to those previously proposed for this site, staff recommends approval of the Rezoning. The proposed development is generally compatible with the adjacent land uses, including the existing Boca Park development. Staff therefore recommends approval of the Site Development Plan Review. If denied, the site will remain undeveloped with vehicular access to adjacent parcels and remain a part of the Boca Park III Master Plan.

ISSUES

- The subject site is currently zoned PD (Planned Development) and is part of the Boca Park III Planned Development. The applicant is requesting a Rezoning (ZON-41312) that will remove the site from the Boca Park III Master Plan and establish a new Planned Development with unique development standards.
- A Master Development Plan and a set of Development Standards will govern development of the site, subject to approval by the City Council.
- Remapping is required to extract the subject site from the existing Peccole Ranch Town Center commercial subdivision. This will allow for application of zoning requirements and proposed development standards independent of those established by the current subdivision, as well as removal of certain legal restrictions imposed by the existing map. A Parcel Map (PMP-41307) meeting this requirement was recorded on 04/18/11.

- Any vehicular and pedestrian access rights, sewer, and drainage rights existing through recordation of the previous Commercial Subdivision Map and the recently recorded parcel map (PMP-41307) are in effect unless and until such rights are relinquished by their holders via separate action.
- Recordation of a Commercial Subdivision Map pursuant to NRS 278 will be required in order to allow distance separation for certain uses to be measured as proposed.
- A Master Sign Plan will be required under separate approval and prior to the issuance of a sign permit for any signage on the subject site.
- A traffic impact analysis stamped and signed by a traffic engineer showing that access to the existing Boca Park III parking garage would not be negatively affected under the proposed development plan was submitted to the City on 04/14/11.
- Some development on the existing site has either not been previously permitted or the issued permits have expired. A condition of approval requires all necessary building permits and final inspections to be obtained and completed in compliance with Title 19 and all codes as required by the Department of Building and Safety prior to occupancy.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/02/92	The City Council approved a Rezoning (Z-0030-92) from C-1 (Limited Commercial), C-2 (General Commercial) and R-1 (Single Family Residential) to C-1 (Limited Commercial) and R-1 (Single Family Residential) on approximately 105 acres generally located on the east side of Rampart Boulevard between Charleston Boulevard and Alta Drive, which included the subject site. The item included requests for approval of a 103-acre regional mall and a two-acre single family residential development. The Planning Commission and staff recommended approval.
12/31/92	In an official Writ of Mandate from the Clark County District Court, the conditions of approval for Z-0030-92 were modified to (A) extend the Resolution of Intent from 12 months to 24 months; (B) restrict delivery access from local streets; (C) restrict special events on the exterior of the mall to no more than 10 days per year; (D) stipulate that development of each pad site would only be subject to standard city requirements and procedures; (E) stipulate that the Regional Mall shall be permitted to contain 1.1 million square feet of building area; (F) require conformance to the plot plan as amended by the court order; and (G) stipulate that the applicant shall not be required to provide land for future fire and police facilities.

04/27/98	The City Council approved a Rezoning (Z-0012-98) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) to PD (Planned Development) on 47.4 acres at the southeast corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended approval; staff recommended denial. This action established development standards for the Peccole Town Center Master Plan area as well as the shopping area to the south, designating the southern 49 acres (zoned C-1) as Phase I and the northern 47 acres (zoned PD) as Phase II. The site plan for Phase II included a five-story non-gaming hotel, 650-seat amphitheater, 592,800 square-feet of retail/office uses, 125 condominium units and two parking garages.
	The City Council approved a Site Development Plan Review [Z-0030-92(5)] for a proposed 433,240 square-foot retail Shopping Center, including 21 retail pad sites, on 48.7 acres at the northeast corner of Rampart Boulevard and Charleston Boulevard (Phase I). This was not a Major Amendment of the Rezoning case (Z-0030-92), but instead replaced that approved plan.
10/23/00	Planning and Development Department staff administratively approved a Site Development Plan Review [Z-0030-92(16)] for a proposed 10,386 square-foot furniture store within the Phase II portion of the Boca Park Shopping Center site.
11/01/00	The City Council approved a Site Development Plan Review [Z-0012-98(1)] for a proposed 723,150 square-foot retail and office development (Boca Park Phase II) on 41.53 acres at the southeast corner of Alta Drive and Rampart Boulevard. This plan replaced the plan approved as part of Z-0012-98. (The applicant from this point forward refers to the Phase II area located at the southeast corner of Alta Drive and Rampart Boulevard as Phase III.) The Planning Commission and staff recommended approval.
	The City Council approved a Major Modification [Z-0012-98(2)] of the Peccole Town Center Master Development Plan and Development Standards to add additional development standards pertaining to Phase II. (The applicant from this point forward refers to the Phase II area located at the southeast corner of Alta Drive and Rampart Boulevard as Phase III.)
04/18/01	The City Council approved a Master Sign Plan [Z-0012-98(3)] for the Boca Park Phase III area, located at the southeast corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval.
06/21/01	Planning and Development Department staff administratively approved a Minor Amendment of a previously approved Site Development Plan Review [Z-0012-98(1)] for a proposed 626,005 square-foot development where 723,150 square feet was approved at the southeast corner of Alta Drive and Rampart Boulevard.

11/06/01	Planning and Development Department staff administratively approved a Site Development Plan Review [Z-0012-98(4)] for a proposed 50,750 square-foot retail shell building and a 23,047 square-foot retail shell building on a portion of 41.87 acres adjacent to the east side of Rampart Boulevard, approximately 1,200 feet south of Alta Drive.
04/18/11	A one-lot Parcel Map (PMP-41307) on 23.4 acres at the southeast corner of Alta Drive and Rampart Boulevard that constitutes the subject site was recorded.
05/10/11	The Planning Commission voted (7-0) to recommends APPROVAL of companion items ZON-41312 and SDR-41313 (PC Agenda Items 19-20/ss).

Most Recent Change of Ownership	
10/04/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
There is no relevant business license history on the subject site.	
03/12/01	A building permit (#01004042) was issued for rough grading on 42 acres at 8855 Alta Drive. A final inspection was not approved and the permit expired 10/06/01.
06/07/01	A building permit (#01010316) was issued for onsite water, sewer and fire improvements at 8855 Alta Drive. A final inspection was not approved and the permit expired 11/16/02.
06/22/01	A building permit (#010101358) was issued for onsite improvements and hardscapes at 680 South Rampart Boulevard. A final inspection was not approved and the permit expired 06/15/02.
06/22/01	A building permit (#01011357) was issued for a parking structure and perimeter landscaping at 680 South Rampart Boulevard. A final inspection was approved on 03/25/02.
06/21/07	A building permit (#07002034) was issued for a new ramp for an existing parking garage at 680 South Rampart Boulevard. A final inspection was approved on 09/24/07.

Pre-Application Meeting	
03/21/11	A pre-application meeting was held with the applicant, where requirements for submittal of Rezoning and Site Development Plan Review applications were discussed. Major topics discussed included the following: • A Rezoning application from the existing PD (Planned Development) to a new PD that encompasses only the subject site is required. The area to be rezoned meets the minimum requirements for a PD District. • A Master Development Plan and set of Development Standards is required pursuant to Title 19.06.050.

03/21/11	• Access to the existing Boca Park parking structure from Alta Drive shall be preserved through this development. • A Traffic Study will be required prior to public hearing that demonstrates that the number of trips to the existing Boca Park garage will be the same or greater than the current level. • Permitted uses on the site shall be part of the Development Standards. • Mixed-use parking requirements in 19.10.010(H) may be used as a guide for determining required parking. • A Master Sign Plan is required for the proposed development. It can be submitted concurrently with the Site Development Plan Review or conditioned to be submitted for a later hearing. • A signed DINA questionnaire is required at the time of submittal, based on the trip generation threshold.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/11	A field check was conducted on the subject site. The entire site is undeveloped except for two partially landscaped access roads from Alta Drive leading to the existing Boca Park development on adjacent parcels. There are two existing sign structures advertising the Boca Park development located on the site, one along Rampart Boulevard, the other along Alta Drive. The northwest portion of the site, although unpaved, is being used for temporary vehicle parking for construction workers developing the adjacent Tivoli Shopping Center on the north side of Alta Drive. The perimeter of the full site is enclosed by temporary chain link fencing. A dense landscape buffer containing mature trees is located along the entire east property line.

Details of Application Request	
Site Area	
Net Acres	23.40

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped	SC (Service Commercial)	PD (Planned Development)
North	Mixed Use Development	GC (General Commercial)	C-2 (General Commercial)
South	Shopping Center	SC (Service Commercial)	PD (Planned Development)
	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family Dwellings, Detached	L (Low Density Residential)	R-PD4 (Residential Planned Development – 4 Units per Acre)
	Single Family Dwellings, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Commercial Recreation/Amusement (Outdoor) – Golf Course	PR-OS (Parks/Recreation/Open Space)	R-PD7 (Residential Planned Development – 7 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Boca Park Phase III	X		N/A*
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
PD (Planned Development) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment	X		N/A
Project of Regional Significance		X	N/A

*Development on the subject site must conform to the existing Covenants, Conditions, and Restrictions for the Boca Park III development as recorded on 02/12/01; however, the City has no authority to enforce the CC&Rs.

DEVELOPMENT STANDARDS

Pursuant to the proposed Master Development Plan and Development Standards, the following standards are proposed:

Standard	***Provided***
Min. Lot Size	1,019,304 SF
Min. Lot Width	625 Feet
Min. Setbacks* • Front (west) • Side (south) • Side (west) • Corner • Rear	 19 Feet 5 Feet 15 Feet 15 Feet 133 Feet
Min. Distance Between Buildings	12 Feet
Max. Lot Coverage	65 %
Max. Building Height: Shopping Center (2nd level) Shopping Center (3rd level) Entry tower Detached Parking structure Residential building	 60 Feet 85 Feet 150 Feet 50 Feet 85 Feet
Trash Enclosure	Not indicated on plans; located in service areas to conform with CLV standards per Renaissance Development Standards
Mech. Equipment	Screened as per Renaissance Development Standards

*Setbacks indicated are those shown on the site plan; however, the Development Standards allow future structures to encroach to within five feet of external property lines.

Pursuant to the proposed Master Development Plan and Development Standards, the following standards are proposed:

Landscaping and Open Space Standards	
Standards	***Provided***
Buffer Trees: • North • South • East • West	 33 Trees 31 Trees 159 Trees 22 Trees
TOTAL PERIMETER TREES	**245 Trees**

Parking Lot Trees (includes palm trees)	79 Trees
LANDSCAPE BUFFER WIDTHS	
Min. Zone Width • North • South • East • West	 0 Feet 5 Feet 15 Feet 19 Feet

Landscaping and Open Space Standards			
Standards	***Required***	***Provided***	***Compliance***
Wall Height	6 to 8 Feet Adjacent to Residential	Existing 6-foot wall	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Rampart Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Alta Drive	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement – Planned Development							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	635,000 SF	1 space/ 250 SF	2,540				
Multi-Family Residential: --2BR units	100 units	1.75 spaces/ unit	175				
Guest spaces	100 units	1 space/6 units	17				
TOTAL SPACES REQUIRED			**2,732**		**2,754**		Y
Regular and Handicap Spaces Required			2,696	36	2,703	51	Y

Loading Spaces	635,000 SF	3 spaces for first 50,000 SF + 1 add'l space/ 100,000 SF thereafter	9 spaces	8 spaces	N

Planned Developments are not subject to application of Title 19.10 Parking Standards. The above table is used to illustrate the requirements of an analogous project in another location in the City that is subject to Title 19.10 requirements. The City Council shall take into consideration traffic studies, type of development, hours of operation and compatibility with adjacent land uses when reviewing the Master Development Plan and Development Standards for approval.

ANALYSIS

Per Title 19.06.050, development of property within a PD (Planned Development) district is governed by a master development plan and development standards. The master development plan identifies the specific land uses, zoning designations, open space, community facilities, transportation and parking facilities and traffic impact analyses needed for development of the site. The development standards define the minimum standards for development of property within the PD District.

The site is currently located within an existing PD District, which is governed by the Boca Park III Master Development Plan and Development Standards. This proposal will rezone only that portion of the existing PD that covers the subject site as a new planned development with a development plan and set of development standards that are unique from the Boca Park III plan. The proposal meets the minimum requirements to qualify the site for a rezoning to PD. A parcel map that separated the subject site from the existing Peccole Ranch Commercial Subdivision was recorded on 04/18/11. As the Rezoning request is appropriate for the area and would allow uses similar to those previously proposed for this site, staff recommends approval of the Rezoning.

A Pedestrian Path consisting of a five-foot wide sidewalk is required along Rampart Boulevard adjacent to the site. The sidewalk exists along the east side of Rampart Boulevard in conformance with this requirement. The applicant's plans indicate that an additional path will be added to the sidewalk for a total width of 12 feet.

A Development Impact Notice and Assessment (DINA) pursuant to Title 19.18.010 and NRS Chapter 481 is required for the proposed development. The DINA was submitted and distributed to all affected agencies. No comments were received as of 04/28/11.

The applicant has submitted a traffic analysis comparing the current access through this site to the existing Boca Park III parking structure to the access of the proposed development after construction. The analysis concludes that ingress and egress to and from the existing structure will be enhanced, based on the proposed signalized intersection of Alta Drive and Tivoli Village, which will allow for left turns that are not currently allowed at the existing Boca Park intersection.

Staff recommends several changes to the proposed Master Development Plan and Development Standards that accompany the Rezoning request:

- Section 1.4 states that, "New parcels may be created by Record of Survey." Nevada Revised Statutes require that a commercial subdivision subject to the tentative and final map processes be recorded before records of survey are filed. Staff recommends that the Master Development Plan and Development Standards state that a commercial subdivision will be recorded prior to the filing of records of survey. This is important because some proposed uses rely on record of survey parcels to determine distance separation from certain protected uses, such as Houses of Worship, Schools, Child Care Centers and City Parks.
- Section 2.4 allows future structures to encroach to within five feet of external property lines. This statement should be amended to further state that no structure may encroach within required landscape buffer areas. The only required landscape buffer areas are the two recorded easements along the east property line.
- Section 2.6.2 refers to a "full lighted intersection" at the entrance to the site at Alta Drive. Staff recommends that this intersection be referred to as "signalized," not "lighted."
- Section 3.3 should be revised to state that the applicant will negotiate with the Las Vegas Valley Water District to relocate a water pipe within the western boundary of the site and abandon the associated easement.

The permitted uses proposed for this site mirror those of the C-1 (Limited Commercial) District, with the exception that alcohol uses are allowed subject to distance separations from Houses of Worship, Schools, Child Care Centers and City Parks, with the separation to be measured from record of survey boundaries, once established. A Special Use Permit is required, and waivers are required if separations cannot be met. All alcohol uses are proposed to be permitted without separation between similar uses. The City Council, as part of the Special Use Permit process, has the authority to further restrict these uses to ensure compatibility with surrounding uses. As most of the planned alcohol-serving establishments will be located indoors, this arrangement can be managed in such a way that is harmonious and compatible with other interior uses and uses external to the site.

The Master Development Plan and Development Standards allow the applicant to make changes to the development plans if approved. Such changes would be subject to the rules governing Minor Modifications of Planned Developments as described in the Unified Development Code Subchapter 10.040.G, effective May 1, 2011. The document clarifies that some changes, such as an increase in the height of the shopping area from two stories to three stories in some areas, may be significant enough to qualify as Major Modifications. The standards primarily cited for flexibility are building heights, floor areas, and signage requirements.

An ADA-accessible pedestrian connection between the proposed parking structure and the shopping area is indicated on the site plan, as well as a vehicular and pedestrian bridge linking the proposed four-story parking structure and the existing Boca Park parking structure. The Development Standards state that except for this bridge, no structure shall encroach within 15 feet of the existing Boca Park III parking garage. A pedestrian-only bridge is proposed from the midpoint of the northern edge of this site across Alta Drive to the mixed use development north of Alta. The elevations indicate that the style, materials and colors of the pedestrian bridge will be similar to this project and the mixed use development. The bridge will contain adequate lighting. Insufficient information was provided to determine if the bridge will provide adequate clearance for vehicles traveling in either direction on Alta Drive or how the bridge will accommodate accessibility for the disabled. These will need to be specified on technical building plans for permit.

The amount of parking provided meets current Title 19 requirements for Multi-Family Residential and Shopping Center uses. The Master Development Plan and Development Standards state that a valet operation will be offered to mitigate some of the parking demand.

Service areas will be located at various points along the south and east perimeters of the retail building. These areas will be screened by dense landscaping. Although the site plan does not indicate their exact locations, the Master Development Plan and Development Standards state that trash enclosures will be provided within the service areas and will conform to Title 19 standards regarding the provision of roofs, gates and screening.

The Department of Public Works notes that the underlying Planned Development granted certain rights that the Department believes remain and that this Site Development Plan Review does not expunge these rights. Any vehicular and pedestrian access rights, sewer, and drainage rights existing through recordation of the previous commercial subdivision map and the recently recorded parcel map (PMP-41307) are in effect unless and until such rights are relinquished by their holders via separate action.

The proposed development, including buildings, structures and landscaping, is generally compatible with the adjacent land uses, including the existing Boca Park development. Staff therefore recommends approval of the Site Development Plan Review.

FINDINGS (ZON-41312)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The existing General Plan designation for this site is SC (Service Commercial). As the site is proposed to contain uses that most closely align with the purpose of the Service Commercial category, the proposed PD (Planned Development) zoning district conforms to the existing General Plan.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   Uses within the proposed PD (Planned Development) District are determined and regulated by the Master Development Plan and Design/Development Standards. The uses proposed therein are compatible with the existing Shopping Center uses to the north and south. The height of structures on the site will be mitigated by continued implementation of previous landscape requirements along the east property line and will therefore be compatible with adjacent residential uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The subject site is proposed to be rezoned in order to establish a new set of development standards for the subject site. The proposed rezoning is consistent with previously approved rezoning requests along Rampart Boulevard.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Rampart Boulevard and Alta Drive are fully improved and are adequate in size to meet the demand of proposed retail and residential uses within the proposed zoning district. The intersection of Alta Drive and the access road will be improved to align with the Shopping Center to the north and will be signalized.

FINDINGS (SDR-41313)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Shopping Center and Multi-Family Residential development is of a comparable scale and design to existing projects to the south, west and north of this site. Adequate buffering is provided from existing residential development to the east.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed Shopping Center and Multi-Family Residential development is consistent with the General Plan, which currently allows these uses on this site. The applicant has submitted a Master Development Plan and Development Standards pursuant to the requirements of Title 19.06 that is generally consistent with standards contained within the Unified Development Code, as adopted March 16, 2011 and effective May 1, 2011, and is subject to conditions of this approval.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The proposed access to the site from Alta Drive will be relocated to align with the access to the shopping center to the north of this site and will be signalized to regulate traffic flow. A traffic study submitted by the applicant indicates that access to the existing Boca Park parking garage will not be compromised by the proposed Shopping Center and Multi-Family Development. Circulation around the site is logical and adequate and will not have a negative impact on traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for this area of the city and reflect those used in construction of the shopping center to the north of this site. Landscape materials are acceptable for this area and complement the architectural style of the proposed buildings.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   Building elevations complement those of the shopping center development to the north of this site and are compatible with the large-scale projects to the north, south and west. Sufficient buffering is provided from single family detached developments to the east to mitigate the effects of taller buildings.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Development will be subject to compliance with the Master Development Plan and Development Standards, as well as other applicable codes for building and licensing; therefore the public health, safety and welfare are safeguarded.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 956 (By City Clerk)

APPROVALS 4

PROTESTS 9

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-41312** APN: 138-327-23-001

Name of Property Owner: RA Southeast Land Company LLC

Name of Applicant: Frank Pankratz

Name of Representative: Greg Borgel

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: Frank Pankratz, President

Subscribed and sworn before me

This 28 day of March, 2011

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public-State of Nevada
APPT. NO. 07-4284-1
My App. Expires July 26, 2011

RECEIVED
MAR 28 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Las Vegas Renaissance

Project Address (Location) SEC Alta / Rampart

Project Name Las Vegas Renaissance **Proposed Use** Enclosed Mall

Assessor's Parcel #(s) 138-327-23-001 **Ward #** _____

General Plan: existing SC proposed SC **Zoning:** existing PD proposed PD

Commercial Square Footage approx. 773,000 **Floor Area Ratio** 338

Gross Acres 23.40 **Lots/Units** 100 **Density** _____

Additional Information Enclosed retail center with 3 major retail anchors, in-lines stores, some service providers and food/beverage establishments

PROPERTY OWNER RA Southeast Land Co. LLC **Contact** Frank Pankratz

Address 9755 W. Charleston Blvd. **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89128

E-mail Address frank@ehbinc.com

APPLICANT - Same as above - **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Greg Borgel **Contact** Greg Borgel

Address 300 S. 4th Street, Ste. 1500 **Phone:** (702) 383-8953 **Fax:** (702) 383-8845

City Las Vegas **State** NV **Zip** 89101

E-mail Address None

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Frank Pankratz

Subscribed and sworn before me

This 28 day of March, 2011.

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public-State of Nevada
APPT. NO. 07-4284-1
My App. Expires July 26, 2011

FOR DEPARTMENT USE ONLY

Case #	ZON-41312
Meeting Date:	5-10-11
Total Fee:	1200.00
Date Received:*	3-28-11
Received By:	JFmarcel

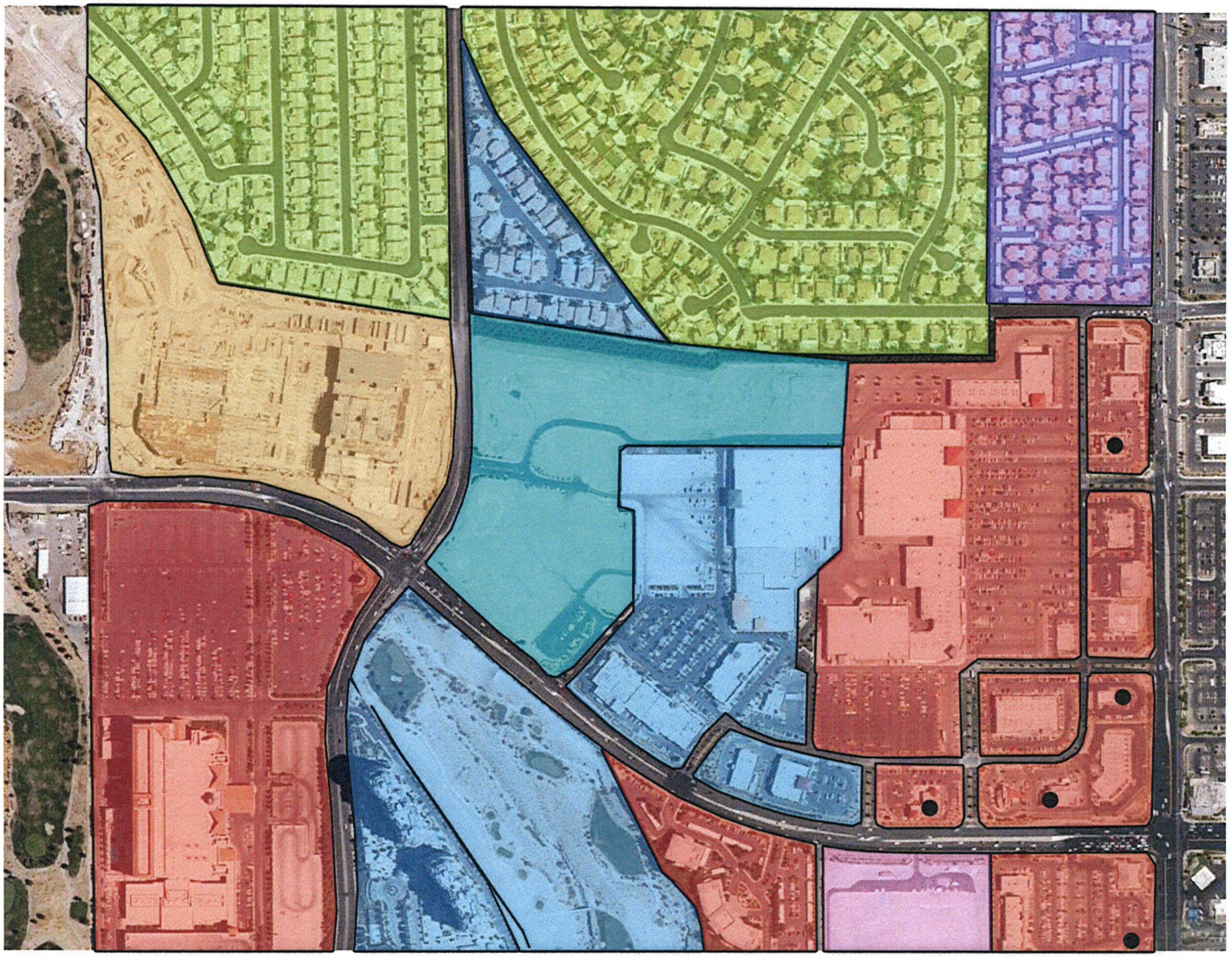
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
MAR 28 2011

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

RECEIVED
MAR 28 2011



PROPOSED REGIONAL MALL, MULTI FAMILY RESIDENTIAL*

LIMITED MULTIPLE RESIDENCE DISTRICT (R-3)

SINGLE FAMILY RESIDENT DISTRICT (R-1)

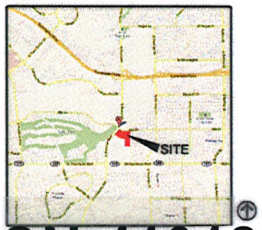
PLANNED DEVELOPMENT DISTRICT (PD)

CIVIC DISTRICT (CV)

COMMERCIAL RESTAURANT LOUNGES (C1)

LIMITED COMMERCIAL DISTRICT (C1)

GENERAL COMMERCIAL DISTRICT (C2)



1000 FEET

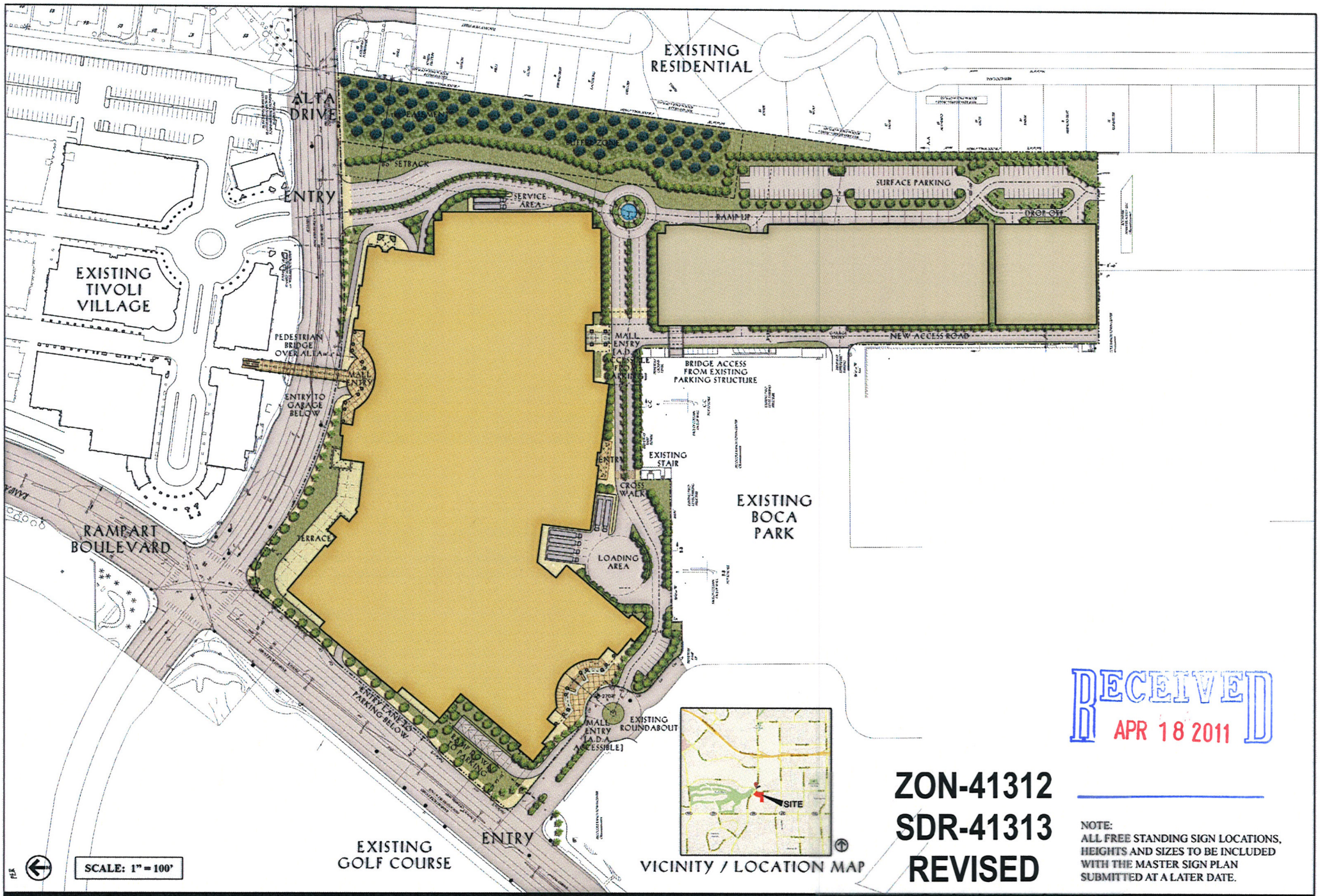
*EXISTING: MIXED-USE COMMERCIAL/RESIDENTIAL DEVELOPMENT (UNDEVELOPED)
PROPOSED: REGIONAL MALL, MULTI-FAMILY RESIDENTIAL

ZON-41312
SDR-41313

LAS VEGAS
RENAISSANCE

LOCATION MAP

25 MARCH 2011



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APR 18 2011

ZON-41312
SDR-41313
REVISED

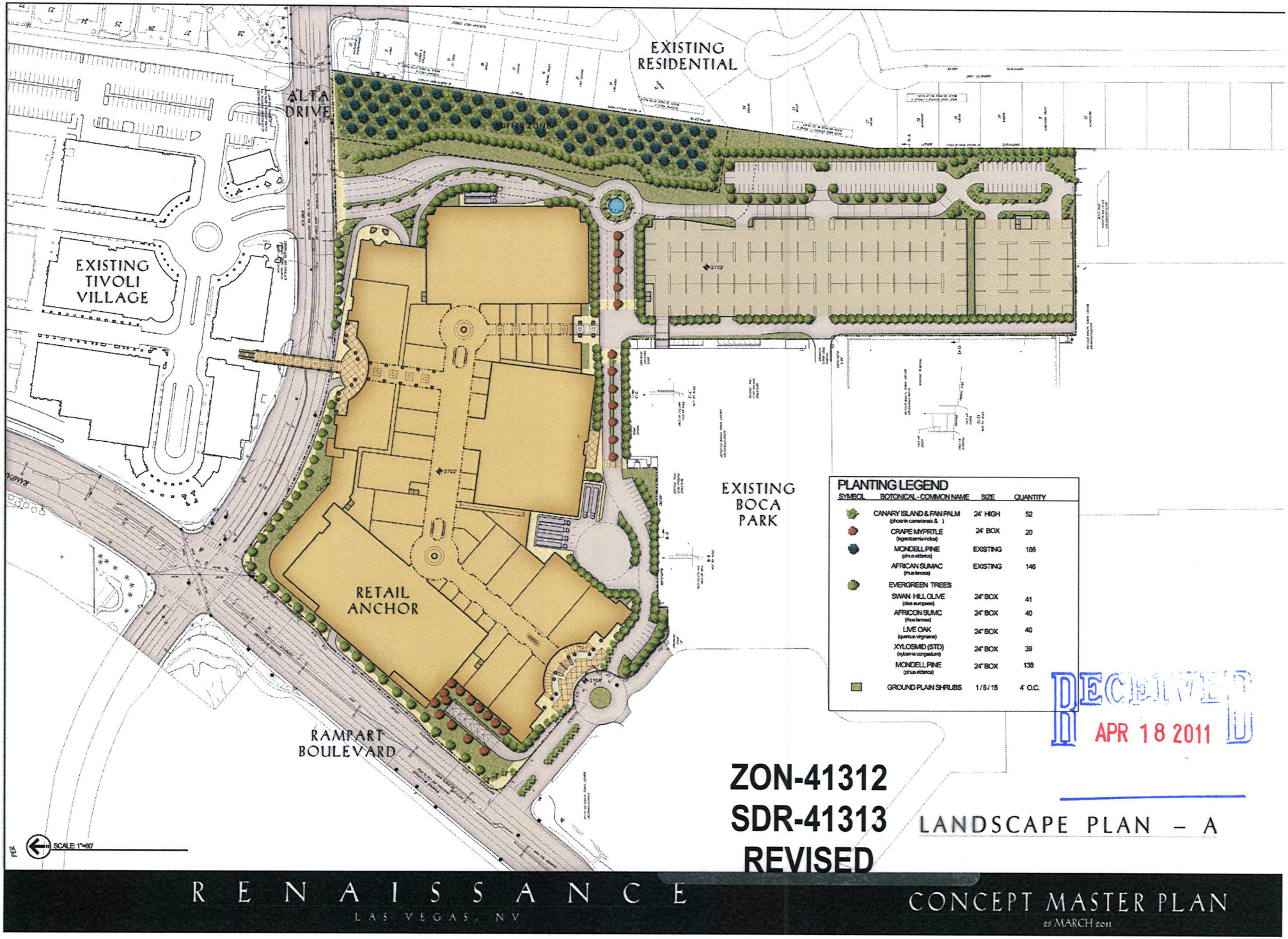
NOTE:
ALL FREE STANDING SIGN LOCATIONS, HEIGHTS AND SIZES TO BE INCLUDED WITH THE MASTER SIGN PLAN SUBMITTED AT A LATER DATE.

RENAISSANCE

LAS VEGAS, NV

SITE PLAN

18 April 2011



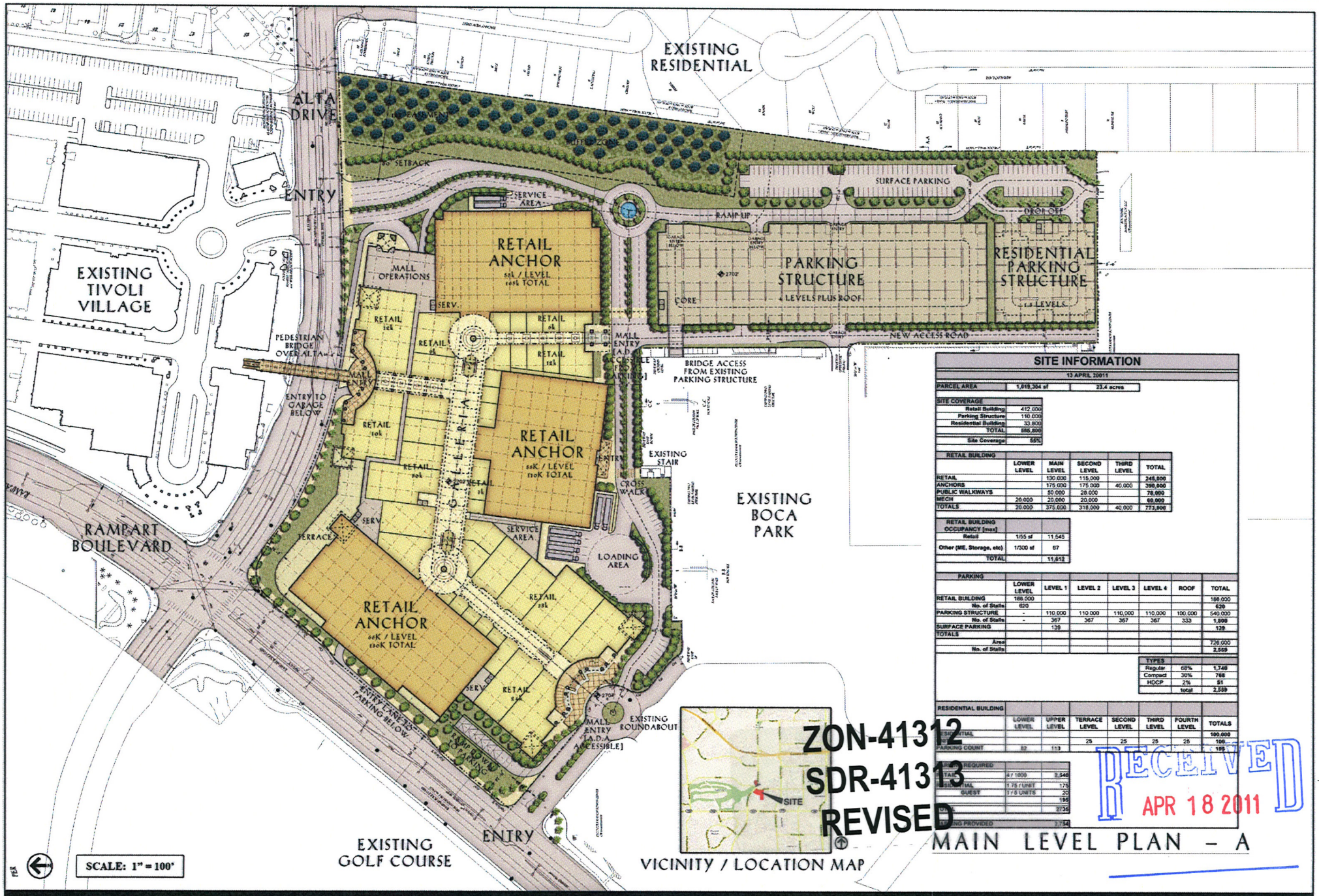
RECEIVED
APR 18 2011

ZON-41312
SDR-41313
REVISED

LANDSCAPE PLAN – A

RENAISSANCE
LAS VEGAS, NV

CONCEPT MASTER PLAN
25 MARCH 2011



ZON-41312
SDR-41313
REVISED

RECEIVED
APR 18 2011

SITE INFORMATION

13 APRIL 20011

PARCEL AREA	1,019,304 sf	23.4 acres

SITE COVERAGE	
Retail Building	412,000
Parking Structure	110,000
Residential Building	33,800
TOTAL	555,800
Site Coverage	55%

RETAIL BUILDING	LOWER LEVEL	MAIN LEVEL	SECOND LEVEL	THIRD LEVEL	TOTAL
RETAIL		130,000	115,000		245,000
ANCHORS		175,000	175,000	40,000	390,000
PUBLIC WALKWAYS		50,000	28,000		78,000
MECH	20,000	20,000	20,000		60,000
TOTALS	20,000	375,000	318,000	40,000	773,000

RETAIL BUILDING OCCUPANCY [max]		
Retail	1/55 sf	11,545
Other (ME, Storage, etc)	1/300 sf	67
TOTAL		11,612

PARKING	LOWER LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	ROOF	TOTAL
RETAIL BUILDING	166,000						166,000
No. of Stalls	620						620
PARKING STRUCTURE	-	110,000	110,000	110,000	110,000	100,000	540,000
No. of Stalls	-	367	367	367	367	333	1,800
SURFACE PARKING		129					129
TOTALS							
Area							726,000
No. of Stalls							2,569

TYPES		
Regular	68%	1,746
Compact	30%	768
HDCP	2%	51
	total	2,569

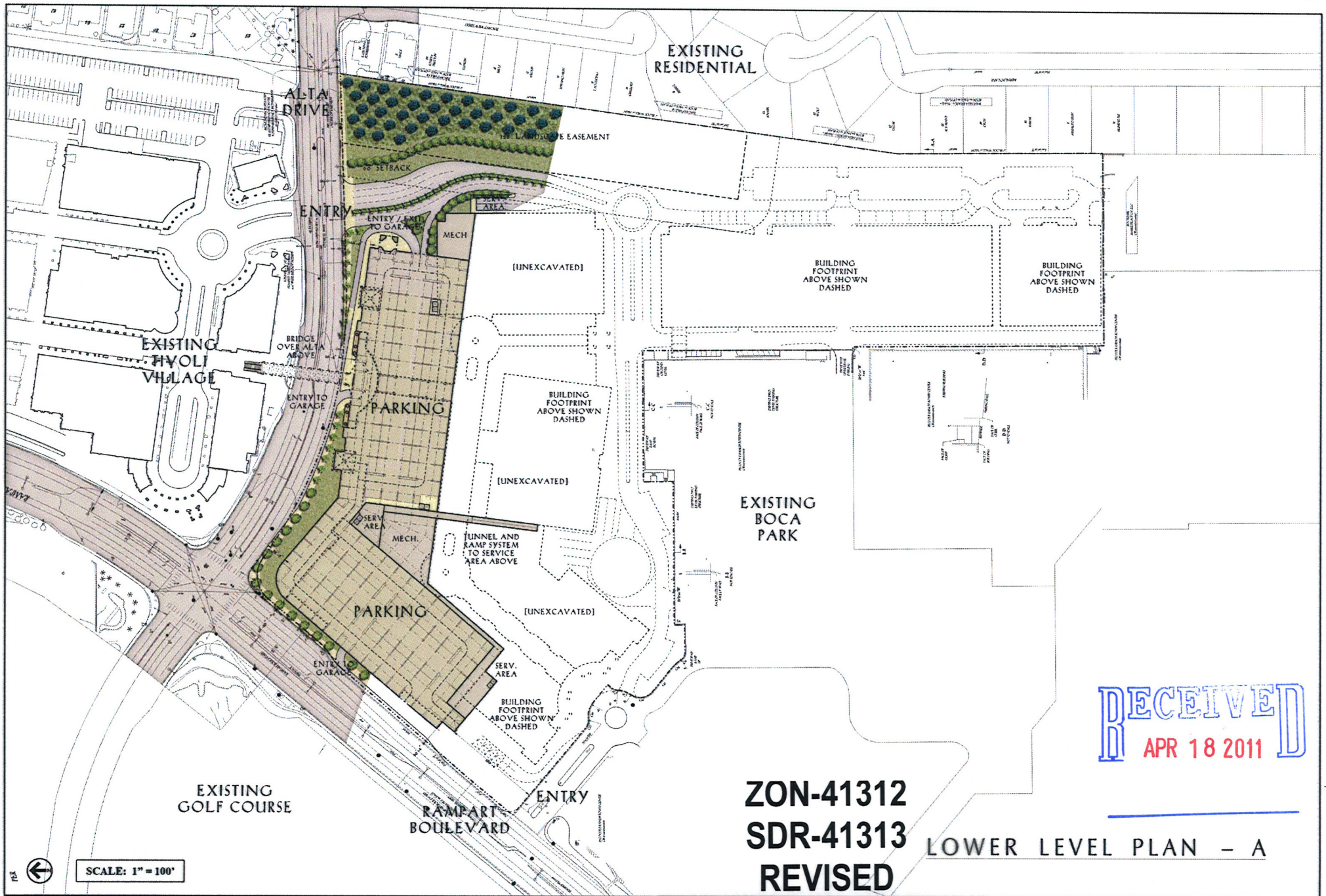
RESIDENTIAL BUILDING	LOWER LEVEL	UPPER LEVEL	TERRACE LEVEL	SECOND LEVEL	THIRD LEVEL	FOURTH LEVEL	TOTALS
RESIDENTIAL							100,000
UNITS			25	25	25	25	100
PARKING COUNT	82	113					195

PARKING REQUIRED		
TOTAL	4 / 1000	2,540
RESIDENTIAL	1.75 / UNIT	175
GUEST	1 / 5 UNITS	20
		195
		2736
PARKING PROVIDED		2,754

MAIN LEVEL PLAN - A

RENAISSANCE
LAS VEGAS, NV

CONCEPT MASTER PLAN
18 April 2011



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LOWER LEVEL PLAN – A

R E N A I S S A N C E
LAS VEGAS, NV

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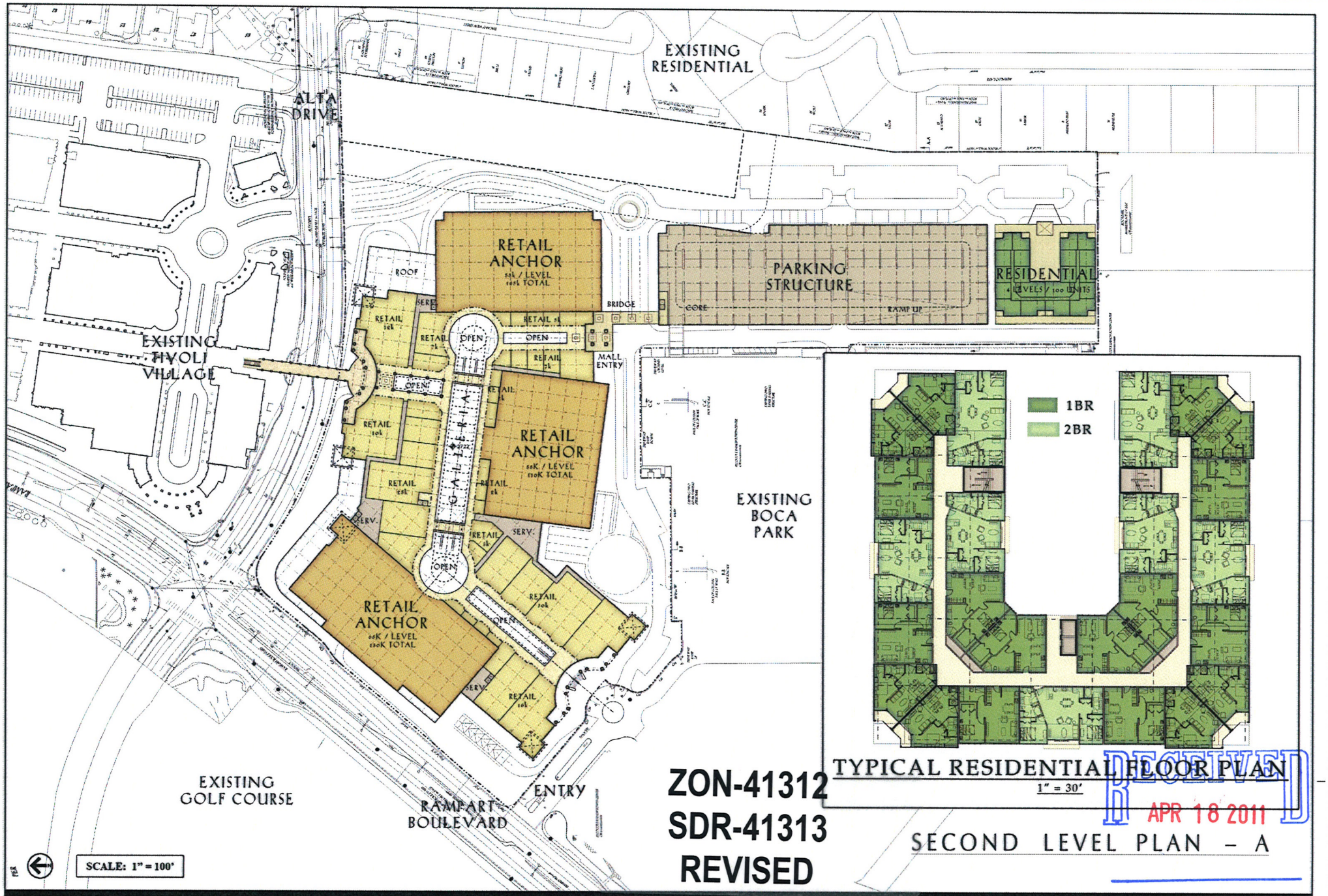
18 April 2011


EXISTING RESIDENTIAL
ALTA DRIVE
RETAIL ANCHOR
PARKING STRUCTURE
RESIDENTIAL
ROOF
BRIDGE
CORE
RAMP UP
MALL ENTRY
EXISTING TIVOLI VILLAGE
GALLERIA
OPEN
SERV.
RETAIL ANCHOR
EXISTING BOCA PARK
RETAIL ANCHOR
EXISTING GOLF COURSE
RAMPART BOULEVARD
ENTRY
1BR
2BR
TYPICAL RESIDENTIAL FLOOR PLAN
1" = 30'
SCALE: 1" = 100'
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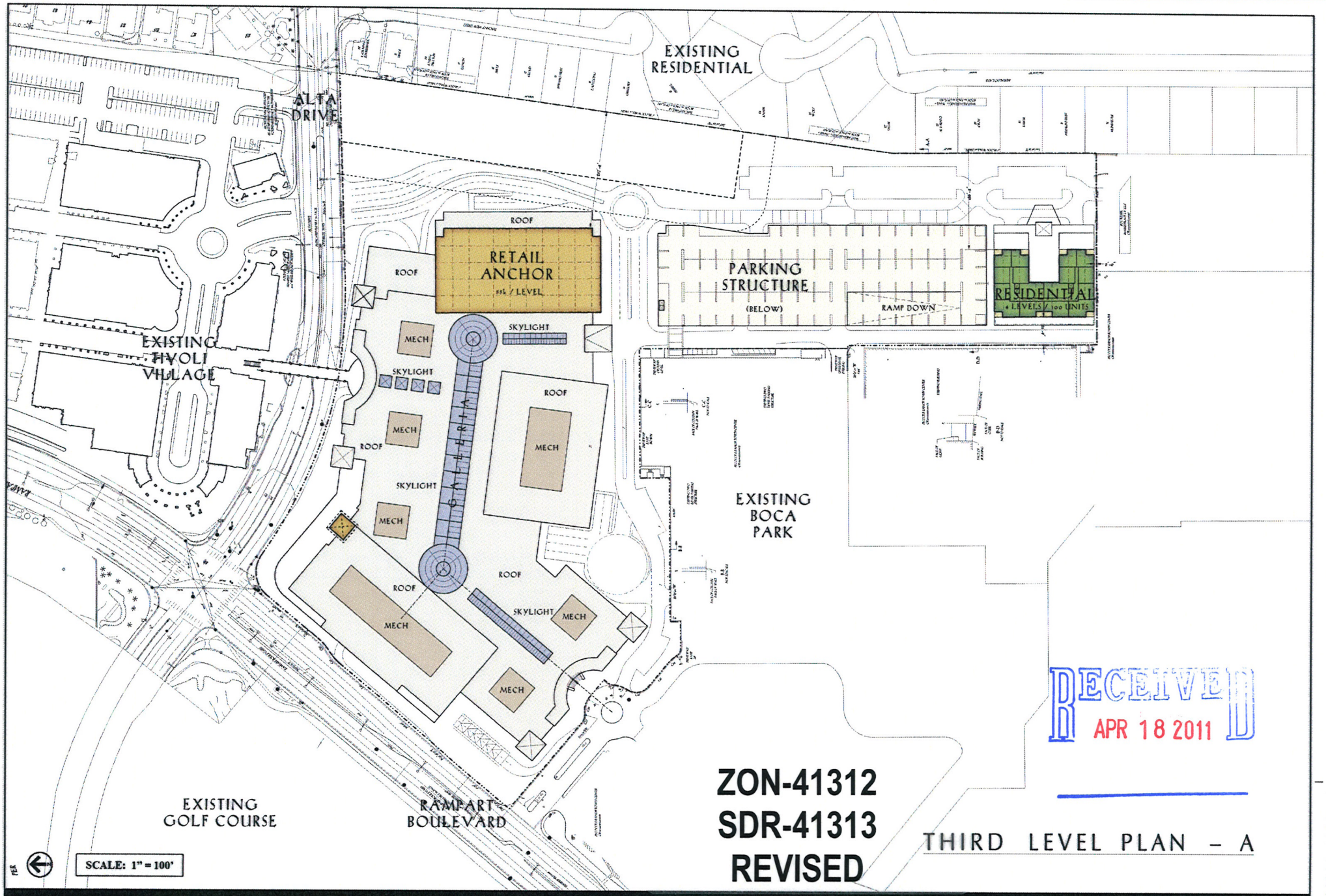
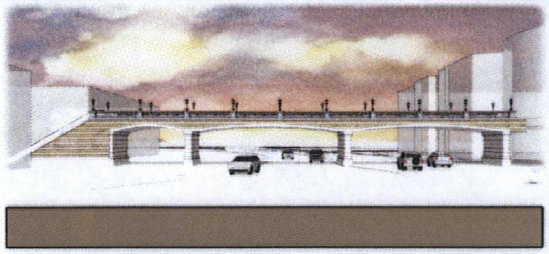
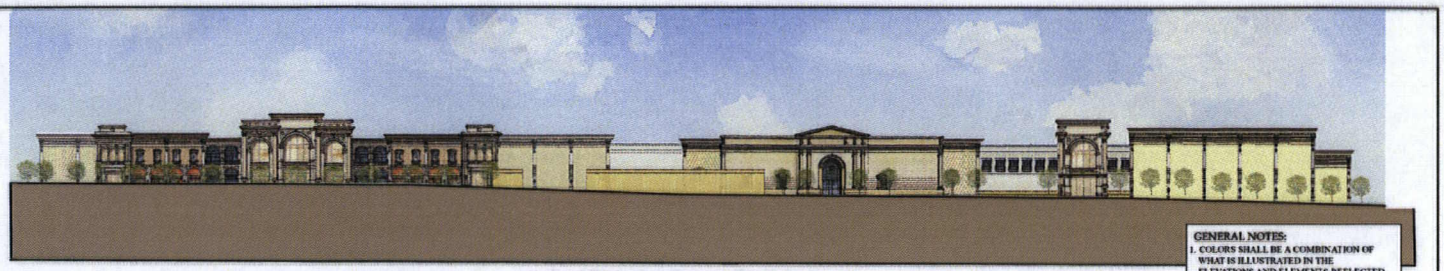
SECOND LEVEL PLAN - A
RENAISSANCE
LAS VEGAS, NV
CONCEPT MASTER PLAN
18 April 2011


EXISTING RESIDENTIAL
ALTA DRIVE
ROOF
RETAIL ANCHOR
85k / LEVEL
PARKING STRUCTURE
(BELOW)
RAMP DOWN
RESIDENTIAL
4 LEVELS / 100 UNITS
EXISTING TIVOLI VILLAGE
SKYLIGHT
MECH
GALLERIA
EXISTING BOCA PARK
EXISTING GOLF COURSE
RAMPART BOULEVARD
SCALE: 1" = 100'
ZON-41312
SDR-41313
REVISED
RECEIVED
APR 18 2011
THIRD LEVEL PLAN – A
RENAISSANCE
LAS VEGAS, NV
CONCEPT MASTER PLAN
18 April 2011



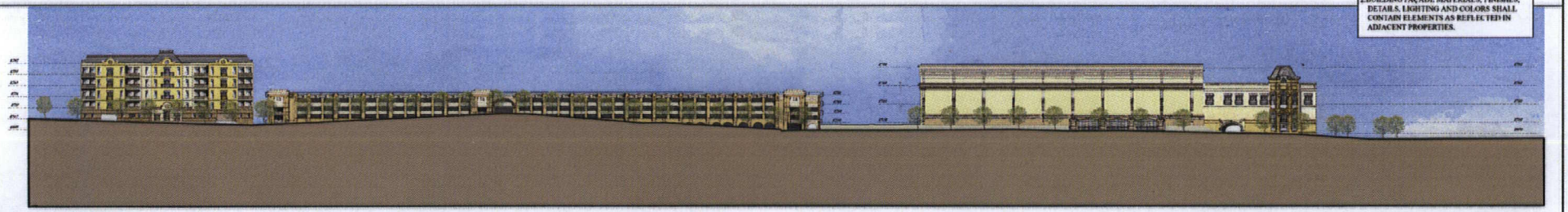
ALTA BRIDGE IMAGE ELEVATION



SOUTH ELEVATION

GENERAL NOTES:

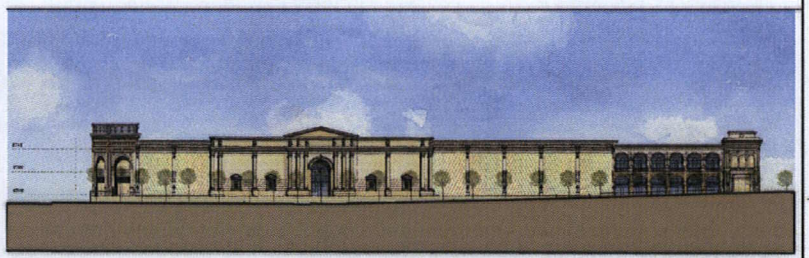
1. COLORS SHALL BE A COMBINATION OF WHAT IS ILLUSTRATED IN THE ELEVATIONS AND ELEMENTS REFLECTED AT ADJACENT PROPERTIES.
2. BUILDING FAÇADE MATERIALS, FINISHES, DETAILS, LIGHTING AND COLORS SHALL CONTAIN ELEMENTS AS REFLECTED IN ADJACENT PROPERTIES.



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

SCALE: 1" = 40'

R E N A I S S A N C E

LAS VEGAS, NV

CONCEPT MASTER PLAN

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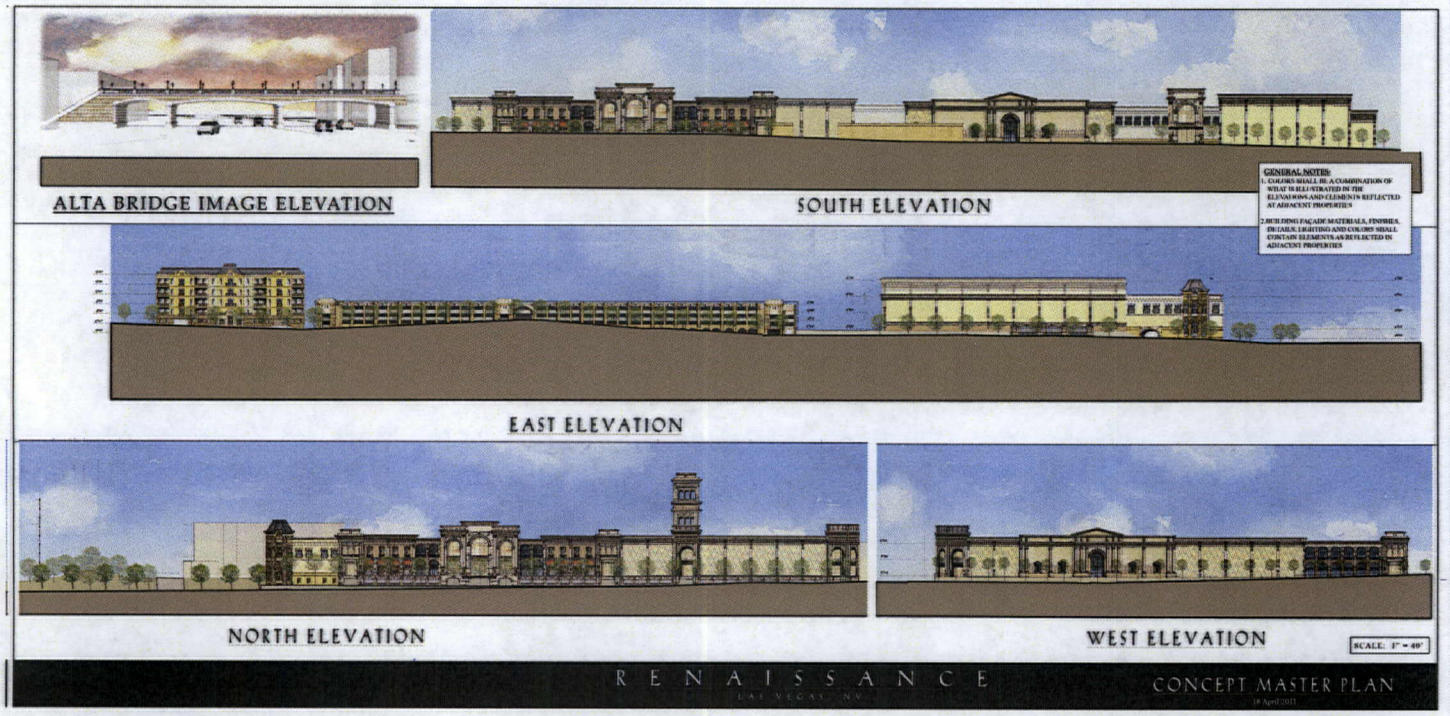
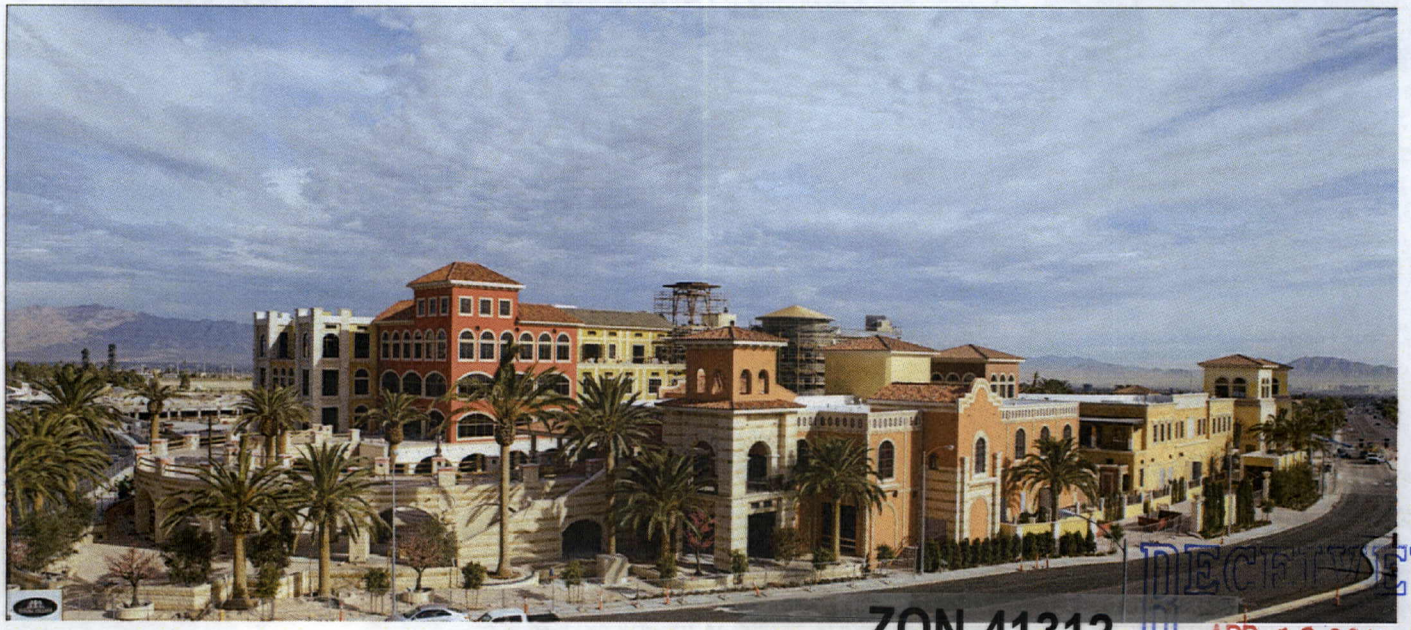
LAS VEGAS

RENAISSANCE

Color and Materials

The colors and materials shall be a combination of what is shown in the Elevations plans, what is stated in the Master Development Plan and Development Standards and what is reflected at adjacent properties.





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ZON-41312 & SDR-41313 - APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC
SOUTHEAST CORNER OF ALTA DRIVE AND RAMPART BOULEVARD

03/31/11



ZON-41312 & SDR-41313 - APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC
SOUTHEAST CORNER OF ALTA DRIVE AND RAMPART BOULEVARD

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03/31/11



ZON-41312 & SDR-41313 - APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC
SOUTHEAST CORNER OF ALTA DRIVE AND RAMPART BOULEVARD

03/31/11

Las Vegas Renaissance
Master Development Plan
And
Development Standards

Las Vegas, Nevada

March 24, 2011
(Revised April 15, 2011)

Prepared for:

Planning and Development
City of Las Vegas

By:

RA Southeast Land Company, LLC
9755 W. Charleston Blvd.
Las Vegas, NV 89117

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- 1.2 Objective
- 1.3 City of Las Vegas Requirements
- 1.4 Parcel Map

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- 2.2 Component Overview
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  - 2.3.2 Permitted Uses
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  - 2.5.3 Vehicular:
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1) CC&R's
2) Site Plan (includes vicinity map) **
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4) Building Elevations
5) Floor Plans
    i) Lower
    ii) Main **
    iii) Second
    iv) Third
6) Location Map

** Same

1.0 INTRODUCTION

1.1 Overview

Located at the southeast corner of Rampart Boulevard and Alta Drive, Las Vegas Renaissance ("Renaissance"), a 23.40 acre parcel, was previously a portion of a larger Boca Park Phase III parcel, which was approximately 41.53 acres. The current built out portion of Boca Park Phase III is approximately 18.13 acres.

Renaissance is an enclosed structure that will be developed and operated in conjunction with the adjacent portions of Boca Park together as integral shopping center parts and connect to the adjacent Tivoli Village's outdoor mixed use development via a pedestrian bridge across Alta Drive.

Renaissance will have three large box retail anchors with numerous in-line smaller retailers, some service providers and some food and beverage outlets. Its "renaissance" architecture will be complemented and highlighted by the expansive glass longitudinal and domed atriums that will adorn pedestrian corridors and central juncture points, respectively.

The intent of the enclosed structure concept is to integrate with and complement the existing Boca Park and Tivoli stores and connect all adjacent venues in the area as a synergistic "center of trade".

1.2 Objective

The following Site Plan and Development Standards have been established as the general guideline for Renaissance's development and design.

1.3 City of Las Vegas Requirements

Compliance with City of Las Vegas requirements will be reflected in the conditions of approval prepared by City Staff and approved by City Planning Commission and City Council.

1.4 Parcel Map

The subject property is a legal parcel and is being separated out of the Peccole Town Center commercial subdivision map by virtue of a Parcel Map that has been submitted to the City of Las Vegas March 24, 2011.

New parcels may be created by Record of Survey.

2.0 SITE PLAN

2.1 Intent

To provide an enclosed commercial environment that compliments the existing adjacent Boca Park and Tivoli outdoor commercial centers and a residential

component all in a site configuration that accommodates strong vehicular and pedestrian connectivity.

2.2 Component Overview

The Site Plan shows three major structures:

- An enclosed structure of approximately 775,000 square feet on 2-levels, with one of the retail anchors being 3 levels. Below approximately one-half of this enclosed structure, along its west and north portions, lies an underground parking complex.
- A 5-level parking structure between the existing former Great Indoors building and the subject property's easterly boundary.
- A 4-level multi-family residential structure over two levels of parking that lies between the south end of the 5-level parking structure and the subject property's southerly property line. This component will comprise of 100 dwelling units. The exact number will be determined based on a mix of unit types which will be determined through the final construction drawings and final market analysis phases which will also determine whether this offering will be a for sale or rental offering. This residential component will offer its residents, many of whom are anticipated will be either employed at or want the convenience of residing in close proximity to a multitude of Boca Park, Renaissance or Tivoli and thus be able to conveniently walk next door to work and to the offerings of these commercial centers.

2.3 Land Use

2.3.1 Renaissance, a planned development (PD), will allow all C1 zoned uses per the Unified Development Code (UDC) 19.12.010 Table 2 (Effective May 1, 2011 and as amended from time to time) subject to all minimum use requirements, except as listed below and subject to Developer's approval, and the aforementioned small residential component. Furthermore, this PD will allow taverns which may include tavern applications which require exceptions to normal tavern separations.

2.3.2 Permitted Uses:

2.3.2.1 Multi-Family at 4.27 units per gross acre/62.1 units per net acre or a total number of 100 units

2.3.2.2 Commercial Uses per the C-1 (Limited Commercial) Zoning District as found in the City of Las Vegas Zoning Code except as amended below. Movie and live theaters this will be a permitted use. Also an event center to host catered events will be a permitted use.

2.3.2.2.i Taverns shall be permitted by means of a Special Use Permit. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and

general welfare of the City of Las Vegas are best promoted and protected by requiring that:

a. No tavern shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than twelve children or city park. A waiver of this distance separation maybe sought as part of a Special Use Permit application.

b. Uses licensed as taverns or other comparable establishments, shall have no specific spacing requirements between similar uses. However, the Las Vegas City Council may consider the concentration and spacing of such uses as part of its deliberation and approval of any requests for such establishments.

c. The distances referred to in paragraphs a. and b. shall be measured in a straight line from the property line of the church, synagogue, school, child care facility or from the nearest property line of a city park to the property line of the proposed liquor premises, and in a straight line from the property line upon which of the proposed tavern resides to the property line of any existing tavern or comparable establishment, disregarding all intervening obstacles. Our property lines are defined by parcel map, and while there is no present intention to subdivide, in the event that such occurs the respective property line(s) will be defined by the filing of record(s) of survey.

d. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC 6.50.

2.4 Building Setbacks

Building setbacks will be as reflected in the Site Plan. Presently no additional structures are contemplated; however, to the extent that any are none shall be within 5' of external property lines.

2.5 Connectivity

2.5.1 Design: As a result of both controlling the three corners of this intersection and working with Boyd Gaming, owner of the Suncoast property located at this intersection's northwest corner, it is planned that these combined properties will incorporate some visual consistencies in terms of landscaping, art, walls, and signage making the "whole greater than the sum of its parts".

2.5.2 Pedestrian: The connectivity between Renaissance and the adjacent center Tivoli, with a pedestrian bridge across Alta, will provide convenient pedestrian access all the way from Angel Park Golf Course and Tivoli's north end to and

through Renaissance into the existing Boca Park restaurants and shops area. Further, the Suncoast is planning to provide a more pedestrian friendly corridor from its building through its parking lot so as to make it more comfortable for pedestrians to access between the properties. All this pedestrian connectivity will significantly reduce vehicular impacts on adjacent roadways. This pedestrian connectivity will also occur from/to some of the nearby neighborhoods as a result of the new city trail at the north end of Tivoli.

2.5.3 Vehicular: The on-site vehicular connectivity between Boca Park and Renaissance and Tivoli will further serve to reduce the traffic impact on adjacent streets and on the farther removed roadways as patrons will be able to do much more "one stop shopping" between these three properties thereby eliminating the need to drive to numerous locations to accomplish their shopping, dining, service, office and entertainment related needs. This area will become a major destination and destinations are known to produce significantly reduced traffic generation than the more "singular" point of service strip/neighborhood centers and general commercial centers.

2.6 Traffic

2.6.1 Traffic Study: The Traffic Study will address traffic flows. The Traffic Study will be stamped and signed by a Traffic Engineer.

2.6.2 Existing Alta right-in/right-out: The parcel currently has access from Alta via a right-in/right-out entry/exit only. This access will move approximately 100 yards to the east to a full lighted intersection thereby enjoying not only right-in/right-out but left-in/left-out as well substantially increasing the number of vehicles that will have access from Alta to the existing Boca Park shops, restaurants, and parking structure. The additional turning movements provided by the relocated entry/exit will enhance accessibility for the existing Boca Park property and the existing Boca Park parking structure; a report stamped by a Traffic Engineer attesting hereto will be provided. Furthermore, the new parking garage to be located east of the existing Boca Park parking structure will provide additional parking opportunities for the existing Boca Park businesses.

2.6.3 CC&R's The Boca Park III CC&R's provide for cross easements for parking and access. A copy of the CC&R's are provided as Exhibit #1 in the Appendix.

2.6.4 Project Accesses: Will be from and through Boca Park, from the Alta lighted intersection, a right entry from Alta and a right entry from Rampart into the parking structure as well as from Rampart at the existing driveway located at the property's northwest corner.

2.7 Site Plan flexibility

2.7.1 Site Plan Modifications: The approval of this site plan needs to recognize and define that during the further design development, construction drawings and leasing phases some minor modifications to this conceptual site plan will be required to accommodate various architectural and operational aspects and tenant's requirements. Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

2.7.2 Retail Anchor Relocation and Related Square Footage Increase: The site plan's approval will allow the flexibility of the southerly retail anchor building to increase from 2 to 3 levels and the easterly retail anchor building to decrease from 3 to 2 levels. If this occurs, the total square footage will increase by approximately 15,000 square feet due to the difference in the third level floor plate size at these two locations. Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

2.7.3 Building Heights: As the elevations and construction drawings are further developed and as pre-leasing of tenants progresses, the site plan's approval of building heights, because of tenant's floor-to-floor requirements, will need to reflect the flexibility to be able to increase building heights by up to approximately 10'._Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

2.7.4 Parking: While the statistical Site Information reflects parking provided/required numbers the Developer will work with the City to come up with an appropriate lower parking count, recognizing that:

- A structure with large anchors will have a lower parking need than a shopping center without large anchors.
- Valet will be provided; its stacking mitigates the need for a large percentage of parking.
- The synergies between Boca, Tivoli, Suncoast and Renaissance.
- The Boca Park III CC&R's provide for parking cross easements allowing the convenience of shared parking within the shopping center.
- Alternative parking requirements will be pursuant to Unified Development Code (UDC 19.18.030.D.4c) and will be used to determine parking, or as appropriate by variance therefrom as may be requested and approved by the City of Las Vegas.

2.7.5 Parking Structure: Development reserves the right to expand the width of the garage by an additional 60' to the east. Such expansion shall be sought through an amendment (major or minor) of the approved Site Development Plan Review for the overall site, pursuant to UDC 19.16.100.H.

Add language similar to the following: "Such expansion shall be sought through an amendment (major or minor) of the approved Site Development Plan Review for the overall site, pursuant to UDC 19.16.100.H."

2.8 Buffer Zone

The northeast portion of the subject property, where it backs up to Tuscany Hills II subdivision, is subject to a 125' Buffer Zone; and, a 60' setback therefrom for any building structure. The 125' Buffer Zone shall be landscaped pursuant to the approved landscape plan.

No building shall encroach within 15' of the existing parking structure (garage) and retail building on Boca Park III except for pedestrian and vehicular bridges.

2.9 Landscape Setback

The easterly property line that backs up to West Mesa Estates I subdivision will have a 15' landscape setback. The 15' landscape setback shall be landscaped pursuant to the approved landscape plan.

2.10 Site Coverage

Maximum 70%.

3.0 SITE ELEMENTS

3.1 Grading

Site grading shall be pursuant to City of Las Vegas approved Civil Engineering drawings.

3.2 Drainage

Site drainage shall be pursuant to City of Las Vegas approved drainage study.

3.3 Las Vegas Valley Water District 50' Easement Inside The Property's Westerly Boundary:

Las Vegas Valley Water District will need to relocate their pipe that is located within this easement and abandon this easement.

3.4 Mechanical

Due to the higher height of surrounding buildings, namely One Queensridge Place, Suncoast and some Tivoli buildings, they will look down on to Renaissance

roofs and thus roof mechanical will be visible therefrom. However all mechanical equipment shall be screened from other surrounding properties as viewed from ground level.

3.5 Trash Enclosures

Trash enclosure locations will be located in conjunction with the loading dock areas and service areas both of which are reflected on the site plan and unto themselves these areas will be generally screened with walls and/or landscaping. Trash enclosures will comply with the CLV requirements.

4.0 ARCHITECTURE

4.1 Objective

The objective is to develop an enclosed retail center with value-apparent design that is unique and distinctive and yet complimentary to adjacent properties. Its distinctive finishes will incorporate art and architecture in an "old world meets new world" style.

4.2 Architectural Character

The detail of exterior elevations – articulations, colors, textures and reliefs, as can be seen in the conceptual elevations, will predominantly reflect "renaissance" style architecture with special attention to massing, particularly those facing the streets.

The enclosed structure's pedestrian corridors will be canopied with expansive longitudinal glass atriums and at the corridors' junctures these canopies will be large domed glass atriums.

4.3 Building Form and Mass

The exterior elevations of the large retail anchors will be predominant with the one located at the Rampart and Alta corner taking on the look and feel of the front of a large civic building/structure. The other two large retail anchors' exterior elevations will be flat with some relief elements to break up their massing as reflected in the elevations. The exterior elevations of the structure's in-line stores will provide more intricate detail and elements than the large retail anchor facades with some horizontal reliefs and shadow-lines.

The elevations of the multi-family structure will have a residential look and feel with balconies and smaller scale of windows and reliefs in comparison to the commercial structure.

The development will be a renaissance architecture style, accordingly the exteriors will be a combination of stone and stucco finishes with a combination of earth-tone, pastel and bright colors. A large tower element, not to exceed 150' that will contain signage, will be the "beacon" for the development; roof lines will

be typically flat with parapets with a possibility of some raised roof sections to provide some visual relief. Large wall expanses for visual relief will contain columnar and arch plant-ons to provide relief as will the variation of color and the shadow lines.

Certain aspects of the perceived height and bulk of buildings shall be reduced by dividing the building mass into smaller scale components by incorporate jogs, offsets or other architectural features to reduce the visual length of long walls.

Service and loading areas will be integrated into the architecture as reflected in the site plan.

4.4 Building Heights

The 2-story portions of the structure will not exceed 60 feet tall with the 3-story retail anchor not exceeding 85 feet tall. Rising from the roof line will be the glass atriums as well as other roof line reveals and reliefs not to exceed 50', and parapets not to exceed 20' and other structures to help access roof top mechanical.

Near the Rampart and Alta intersection, as part of the buildings structure will be a large tower that will serve as a focal point from a distance and serve as a "point of arrival". This tower will be similar to that found in European villages at or near their village center. This tower will not exceed 150'.

Building heights will be as reflected in the site plan and the PD is to allow the flexibility of up to 10' of increased height so as to accommodate higher floor to floor requirements of tenants as Developer goes through the leasing process and/or to accommodate design as the design development process and construction drawings are developed and completed. Such changes will be subject to UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

The parking structure height will be maximum 50 feet, a portion of this structure will be slightly subterranean and its easterly elevation partially relieved with landscaping.

The multi-family residential building's height will be maximum 85 feet.

The not to exceed heights of the parking structure and multi-family, as stated above, will need to provide approximately 10' of flexibility as their exact height cannot be determined until civil engineering, design development and construction drawings are finalized. Such changes will be subject UDC 19.10.040.G.1 Minor Modifications. Changes outside the scope of a Minor

Modification will require a Major Modification in accordance with UDC 19.10.040.G.2.

4.5 Materials

Materials are illustrated in the elevations. They shall include a combination of various stone finishes and painted stucco applied in a manner which conforms to the intended architectural and design style.

4.6 Roof Form

The structure's roof will be flat with arched and domed atriums and other roof adornments projecting therefrom. The multi-family building's roof will be either flat with parapets and some roof reliefs or pitched. The parking structure's roof will be its 5th level utilized for parking.

4.7 Color

Colors will be of similar palette found in "renaissance" and "baroque" architecture, typically a combination of brighter colors, pastels and earth tones found in the stone, all similar to what can be seen at Tivoli Village.

4.8 Exterior Spaces

Because of the nature of an enclosed structure which is inwardly oriented, the exterior spaces are largely confined to perimeter landscaping, vehicular circulation, and the 125' Buffer Zone along a portion of the property's easterly boundary, all addressed elsewhere herein. The prominence of the building elevations from the perimeter exterior roadways and on-site interior roadways will be the significant visual element and will therefore unify the architecture and architectural details together complimented with the landscaping.

The loading dock areas provide a vital role in the structure's operations, so the dock locations have been optimized for the operations functions with due consideration of the site's constraints.

5.0 LIGHTING

5.1 Purpose

Lighting will be installed that provides functionality; sufficient lighting for safety purposes and that accentuates the architectural aspects of the buildings' and landscaping.

5.2 Illumination Criteria

The City of Las Vegas requirements shall be followed.

5.3 Parking Lot Lighting

All fixtures shall be glare shielded.

6.0 LANDSCAPING

6.1 Landscape Concept and Design

For purposes of symmetry and continuity, the landscape theme will be similar to adjacent north and south properties. It will provide a wide range and variety of plantings that will provide a varying color palette and vertical compliment and relief to the building exteriors. This landscaping will be provided along all external and internal streets.

6.2 Buffer Zone and Landscape Setback

As discussed in Site Plan, 2.8 and 2.9 above.

6.3 Plant Material:

Will be a combination of trees and shrubs to provide both a variety of vertical complement to the architecture and a variety of color as the seasons change. Selections will be those that reinforce the "renaissance" architecture.

The plant material existing in the on the property's south-easterly Buffer Zone is a combination of mature Alleppo and Mondale pines, Rhuslantia (African Sumac), and Acacia Redlands groundcover.

6.4 City of Las Vegas Requirements

The landscaping will exceed the City's minimum requirements in both terms of size and quantity. For visual interest, color and variation of both height and plant variety, it will include a combination of flowers, ground cover, shrubs and trees. Plant material will predominantly be from the undernoted list:

Trees:

Canary Island Palms – for their elegant and mature landscape impact and to compliment with a vertical height organic element the beautiful architecture of our buildings.

Olive Trees – a traditional and timeless Mediterranean / European tree used to reinforce the European ambiance and the Renaissance architecture period. Only Wilson or Swan Hill Olive trees are acceptable species except specimen Mission Olives will also be allowed to the extent they are grandfathered in.

Magnolia – a stately majestic evergreen tree chosen for its multi leaf color and magnificent flower display.

African Sumac – installed along the easterly property's Buffer Zone to provide an attractive visual evergreen separation from the single family detached neighborhood.

Evergreen Oak – installed along the easterly property's Buffer Zone to provide an attractive visual evergreen separation from the single family detached neighborhood

Crape Myrtle – a deciduous tree with attractive bark texture and a dramatic summer floral color show

Fruit trees – selected for their spring floral display and edible fruit production.

Nut trees – selected for their edible fruit production

Dwarf citrus – used primarily as a large background shrub to enhance the landscape area with fragrant flowers in the spring and edible citrus fruit

Xylosma standard – in tree form, this patio style tree is installed back of sidewalk around the perimeter of the site and will be maintained in a small round ball shape to offer a formal topiary element to the landscape.

Tivoli Trees – LED trees to create color and light together with a sense of fun, excitement and energy

Shrubs:

Pyracantha – used primarily as a low growing hedge that offers attractive spring and summer foliage and red berry winter color

Rosemary – a strong low growing ground cover and cascading shrub with attractive blue spring / summer flowers

Pomegranate – shrub variety used as a background shrub / hedge and selected for its coral floral show and edible fruit

Sago Palms – a powerful ornamental palm selected for its texture and to compliment the Canary Island Palms.

Vinca Minor – an attractive ground cover with bright blue spring / summer flowers

Xylosma – selected as a large background shrub and primarily used along our easterly property's Buffer Zone wall

Dwarf Oleander – also used as a large background shrub and primarily used along our easterly property's Buffer Zone wall.

Raphiolepis – a strong foundation shrub selected for its rich leaf color and spring color show

Liriopi – selected for its leaf texture and summer color.

Lantana – a great accent foreground low growing shrub with outstanding summer color.

Annual color – installed selectively in high visibility areas to offer seasonal color to the landscape.

7.0 SIGN CRITERIA

7.1 Purpose

The purpose shall be for merchandising as well as to add additional color, design and architectural aspects to the site and building structures.

7.2 Signage Elements

Some signage will be applied to the actual building structures; other signage will be located on freestanding signage panels and signage towers. Signage towers, with the exception of the Renaissance signature tower element, which will be taller as discussed in 4.4, will not exceed the height of maximum 70'. Perimeter signage will be a combination of fixed signage, reader-boards, and large display screens.

Commensurate with the size of the development and the need to communicate and merchandise activities, events and venues, building wraps will be allowed. It is contemplated that these wraps would be periodic to help make the public aware of special events/offerings.

Fixed signage together with LED / animated signage will be used.

Building wraps and LED signage will be able to be used at property owner's discretion to advertise adjacent properties including One Queensridge Place, Tivoli Village, Boca Park and Suncoast Hotel and Casino.

7.3 City of Las Vegas Requirements

The Site Plan's approval will be subject to the future City's approval of Master Sign Plan. The Master Sign Plan will be prepared and submitted to the City prior to the application/installation of any signage. It is believed that with the exception of the potential periodic building wraps all signage will conform to the City's standards and if not, the Development will be allowed flexibility pursuant

to Minor Modification will require a Major Modification in accordance with UDC 19.10.040.G.2 or Variance.

8.0 CC&R'S

The site is subject to CC&R's dated January 31, 2001, recorded February 12, 2001, attached as Exhibit #1.

9.0 DEFINITIONS

9.1 Developer: RA Southeast Land Company LLC or its successors.

9.2 Land Uses – Shall be those listed in UDC Title 19.18.020 and as amended from time to time.

APN 138-32-412-013

Recording Requested and
when recorded return to:

Charleston Associates, LLC
9510 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117
Attn: Legal Department

LV - 881125 CD

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
FIRST AMERICAN TITLE COMPANY OF
02-12-2001 14:25 JYB 36
BOOK 20010212 INST: 01340
FEE: 42.00 RPTT: .00
EASEMENT
CONFORMED COPY: HAS NOT BEEN COMPARED TO THE ORIGINAL

GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS

THIS GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS ("Declaration") is made to be effective as of January 31, 2001, by Charleston Associates, LLC, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the Owner (as defined below) of all that real property located in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit A attached hereto and incorporated herein.

B. Declarant intends that the Parcels (as defined below) and buildings be developed and operated in conjunction with each other as integral parts of a shopping center under a general plan and scheme of improvement for the benefit of all of the property and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit A shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the above described real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof.

SECTION 1
DEFINITIONS

Each reference in this Declaration to any of the following terms shall mean:

1.1 ADJACENT CENTER

Those parcels of real property described on Exhibit C attached hereto and incorporated herein.

1.2 ANCHOR USER

Any retail Occupant in the Shopping Center occupying more than Twenty Five Thousand (25,000) square feet of leasable area or as otherwise specifically designated by Declarant from time to time.

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1.3 BUILDING AREA

Those areas shown on the Site Plan to be utilized for construction of buildings and related drive-thru facilities and improvements intended for use by Occupants; provided, however, that the areas for buildings and improvements may change from the building areas shown on the Site Plan, so long as such change is approved in advance by Declarant and the parking and access between Parcels, the Common Area, the Adjacent Center and Shopping Center are not materially and adversely affected. Once the buildings to be constructed on each Parcel are complete, the Building Area shall be the areas of the Parcel on which the respective buildings and related drive-thru facilities actually sit.

1.4 COMMON AREA

All portions of the Shopping Center other than the Building Areas. Without limiting the generality of the foregoing, the Common Area shall include all parking fields and multi-level parking facilities ("Parking Structures"). The designation of any portion of a Parcel as Common Area shall not prohibit the subsequent development thereon of a building so long as all requirements of this Declaration are complied with in connection with such development.

1.5 DECLARANT

Charleston Associates, LLC, a Delaware limited liability company, its successors and assigns, if such successors and assigns should acquire all or substantially all of the then Declarant's property in the Shopping Center and such successors or assigns assume the obligations of Declarant hereunder.

1.6 OCCUPANT

Any Person or Persons from time to time entitled to the use and occupancy of any portion of the Shopping Center through ownership, lease or exclusive license thereof.

1.7 OWNER

Each of the Persons owning the fee interest in a Parcel, or any portion thereof. Declarant shall be deemed an Owner with respect to each Parcel it owns, if any.

1.8 PARCEL

Any separate lot within the Shopping Center created in accordance with Nevada law. Initially, the Shopping Center will consist of one (1) Parcel, owned by Declarant.

1.9 PERSON OR PERSONS

Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals, or any other forms of business or legal entity.

1.10 SHOPPING CENTER

All of the real property described on Exhibit A attached hereto and incorporated herein.

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1.11 SITE PLAN

The site plan attached hereto as Exhibit B and incorporated herein, provided, however, that the areas for buildings and improvements as shown on the Site Plan may change, and upon completion of the Shopping Center Declarant may record a new site plan as an amendment hereto.

1.12 THE GREAT INDOORS

Sears, Roebuck and Co., a New York corporation, doing business as "The Great Indoors".

SECTION 2
GRANT OF RECIPROCAL EASEMENTS

2.1 COMMON AREA EASEMENTS

The Common Area on each Parcel shall be used only for the following purposes related to the businesses and activities conducted in the Shopping Center:

(a) *Ingress and Egress.* Ingress and egress by vehicles and pedestrians.

(b) *Parking.* Parking of motor vehicles in designated parking places within the Shopping Center; provided, however, that Declarant may require that employee's of Occupants park in designated areas and Declarant may restrict portions of the parking areas for use for valet parking for the buildings designated on the Site Plan as "Retail 1", "Retail 2" and "Retail 3".

(c) *Public Utilities.* Installation, maintenance and operation of public utilities and services for the Shopping Center, the Adjacent Center, Common Area and/or Building Areas, including, without limitation, vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities and all other utility-related facilities, all of which shall whenever and wherever reasonably feasible be located below the surface of the Common Area, or the surface of any other above ground improvements located thereon; provided, however, that in any event, (i) all of the foregoing permitted public utilities and installations which are located above the surface of the Common Area shall be placed so as not to interfere with, restrict, or impede other uses of Common Area or Building Area provided for herein, and (ii) no such public utilities and installations which must be located above the surface of the Common Area shall be placed upon any Parcel without the prior written consent of the Declarant.

(d) *Comfort and Convenience.* Subject to the requirements of the Architectural Guidelines (as defined in Section 3.8 below), comfort and convenience of Occupants by installation of those minor convenience facilities, such as lighting, landscaping, mailboxes, public telephones and benches, which Declarant may from time to time deem appropriate to construct or permit to be constructed; provided, however, that no such minor convenience facilities shall interfere with, restrict or impede other uses of the Shopping Center, the Adjacent Center, Common Area or the Building Area provided for herein and such facilities shall be maintained in a first class manner by the Owner of the Parcel on which they were installed.

(e) *Temporary Construction Activities.* Construction, maintenance, repair, replacement, rearrangement and remodeling of buildings and improvements within Building Areas and of landscaping, pedestrian walkways and other improvements in the Common Area not substantially affecting or changing the Common Area except as permitted or required herein. All such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Common Area and

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the business operations of the Owners and Occupants within the Shopping Center. All such work shall be diligently prosecuted to completion. The Common Area may be utilized for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with any work provided for herein and temporary storage of materials being utilized in connection with such construction, subject to all of the other terms of this Section 2.1(e) and this Declaration, provided no material, equipment or temporary storage facilities may be located upon the Common Area of any Parcel without the express written consent of such Parcel's Owner and Declarant.

(f) *Service and Delivery Vehicles.* Ingress, egress, and temporary parking of delivery and service vehicles for the delivery of goods, wares, merchandise, furniture, fixtures, supplies and equipment, and the rendition of services to any Occupant in the loading areas at the rear of each Building Area; provided, however, that deliveries may be made at the front of Building Areas for security purposes (such as deliveries or pick-ups made by armored vehicles) and for those buildings without service access in the rear of the building, as depicted on the Site Plan.

(g) *Pylon and Monument Signs.* The construction, repair, maintenance and replacement of (i) pylon signs identifying Occupants in the Shopping Center, and (ii) monument signs either identifying Occupants in the Shopping Center or providing directions, or both, which signs Declarant may, in its sole discretion, construct and operate within the Common Area.

2.2 CREATION OF EASEMENTS AND EQUITABLE SERVITUDES

Subject to the restrictions provided for elsewhere in this Declaration, there are hereby created non-exclusive easements and equitable servitudes, appurtenant to and for the benefit of each Parcel and the Shopping Center, over, across, in, under and through the Common Area for the uses and purposes set forth in Section 2.1. There are hereby also further created non-exclusive easements and equitable servitudes for the benefit of each Parcel and the Shopping Center for ingress, egress and access to the Common Area located over, along and under the Common Area for the purpose of effectuating any necessary repairs, maintenance and replacement of the Common Area located on the Parcels as provided herein.

2.3 NO WALLS, FENCES OR BARRIERS

No walls, fences or barriers of any sort or kind shall be constructed or erected in the Shopping Center, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of Occupants, including without limitation, pedestrians and vehicular traffic between the various Parcels and between, within and throughout the Shopping Center, the Parcels and the Adjacent Center; provided, however, curb stops and other reasonable traffic controls, including, without limitation, stop signs, directional barriers and parking stops, as may be necessary to guide and control the orderly flow of traffic consistent with the Site Plan, may be installed by an Owner on its Parcel with the prior written consent of Declarant to the extent such controls do not materially adversely affect any other Parcel or Owner, or any Occupant of the Shopping Center. Notwithstanding the foregoing, an Owner or Occupant may install temporary traffic controls in the event of an emergency condition.

2.4 CREATION OF EASEMENTS FOR THE ADJACENT CENTER

Subject to the restrictions provided elsewhere in this Declaration, there are hereby created, for the benefit of the Adjacent Center and the occupants thereof, and such occupants' Permittees (as defined below), a non-exclusive easement for the passage of vehicles over and across the driveway areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use, and for the passage and

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accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use.

2.5 RESTRICTIONS AND RESERVATIONS

All easement rights granted in this Declaration shall be subject to the following reservations as well as any other provisions contained in this Declaration:

(a) Each Owner further reserves the right to close off the portion of the Common Area owned by such Owner for a reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give written notice to Declarant and the other Owners of its intention to do so, and shall attempt to coordinate such closing with the other Owners so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; and

(b) Each Owner reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using the Common Area owned by such Owner. As used herein, a "Permittee" shall mean all Occupants of the Shopping Center and Adjacent Center and the officers, directors, employees, agents, contractors, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of such Occupants insofar as their activities relate to the intended development, use and occupancy of the Shopping Center and Adjacent Center. Persons engaged in civic, public or political activities within the Shopping Center (including without limitation, (i) distributing handbills, booklets or circulars, (ii) exhibiting any signs, placards or notices, (iii) picketing, parading or demonstrating, and (iv) failing to follow the regulations established by the Declarant for use of the Common Area) shall not be considered Permittees.

SECTION 3
CONSTRUCTION AND DEVELOPMENT

3.1. UTILITIES

(a) Any work performed by a Person to connect to, repair, relocate, maintain or install any storm drain, utility-line, sewer, water-line, gas-line, telephone conduits or any other public utility service shall be subject to all conditions of this Declaration and in addition shall be performed without interference with the provision of such services to any other Occupant or Person. Any work of installation, alteration, replacement or repair of utility installations which requires interference with the paving in the parking lots or driveways in the Common Area shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the Common Area and access to the various business establishments in the Shopping Center.

(b) The Shopping Center contains master water meters and it is from these master water meters only that the local water district conducts its readings for the basis of its periodic billing for water consumption. As of the date hereof, the master water meters are maintained in the name of Declarant, who shall be billed directly by the local water district for the Shopping Center's consumption. Therefore, each Parcel Owner, and upon request by Declarant, any Occupant, shall install a separate sub-meter (or check meter) from the applicable master water meter, at such Parcel Owner's or Occupant's expense. Declarant, or its designated successor in interest, may bill each Parcel Owner or, in Declarant's sole discretion, each Occupant, for its actual water consumption during such period, plus an administrative fee of ten percent (10%). The owner of each Parcel agrees to pay or cause to be paid the water bills attributable to its use upon

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demand. Such charges shall be in addition to, and not a part of, the Common Area Maintenance Cost (as defined below).

3.2 EMINENT DOMAIN

Should any portion of the Shopping Center be taken for any public or quasi-public use by any lawful power or authority by the right of condemnation or of eminent domain or by agreement between any Owner and those having the authority to exercise such right ("Taking"), then after such Taking the Owner of the Parcel that is the subject of the Taking shall restore the Parcel as completely as reasonably possible to its condition before the Taking. After and as a result of such restoration, such Owner or party shall use reasonable efforts to ensure that reasonable access exists between Parcels, the Adjacent Center and the Shopping Center and that driveways, entryways and parking areas are configured to allow the free flow of pedestrian and vehicular traffic into, out of and through the Parcels, the Adjacent Center and Shopping Center.

3.3 MAINTENANCE OF PARCELS BY OWNERS AND OCCUPANTS

Each Owner shall maintain the Building Area on its Parcel, and all improvements on such Building Area, in a first-class manner so that such Building Area shall be in a good and clean condition and repair.

3.4 INTENTIONALLY OMITTED

3.5 SELF-HELP

Should any Owner fail to take any action as required by Sections 3.3, 3.10 or 5.3(i or ii) hereof to be taken by it, then such party shall be in default and Declarant or any non-defaulting Owner may take such reasonable action on behalf of the defaulting Owner after giving the Owner of such Parcel and Declarant thirty (30) days initial written notice of the non-defaulting party's intent to do so and a second written notice of such intent no less than five (5) days prior to taking said action. At any time within such notice periods, Declarant may, but shall have no obligation to, notify such non-defaulting Owner that Declarant will take such reasonable action as to cure the default of the defaulting Owner, in which case the non-defaulting Owner shall take no action. Any such work shall be in a first-class and good and workmanlike manner. The defaulting Owner shall reimburse the Declarant or non-defaulting Owner for all reasonable sums so paid and for all reasonable costs and expenses incurred by Declarant or the non-defaulting Owner in connection with the performance of any such act, plus a fee equal to ten percent (10%) of all such costs and expenses incurred. If the defaulting Owner begins to undertake the required action within such thirty (30) day period and diligently pursues such action to completion, then the default shall be cured and Declarant or the non-defaulting Owner shall take no action.

3.6 REPAYMENT

Any reasonable sums actually paid and all reasonable costs and expenses actually incurred by Declarant or a non-defaulting Owner pursuant to Section 3.5 above on behalf of the defaulting Owner shall be due and payable by and upon written demand given to the Owner of such Parcel, together with invoices for work performed in connection therewith and reasonable evidence of the payment of the same, and unconditional lien releases from all Persons who performed such work. All sums due shall not bear interest if paid within thirty (30) days of the date such demand is made, but all sums not paid on or before thirty (30) days from such demand shall bear interest at ten percent (10%) per annum in excess of the Prime Rate from the date when due until paid. The term "Prime Rate" shall mean the rate (or the average of rates, if more

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than one rate appears) from time to time inserted in the blank of the "Money Rate" section of the Wall Street Journal (National Edition) in the section reading "Prime Rate". All payments on account shall be applied first to interest then to principal first due.

3.7 LIEN

All sums owed pursuant to the terms of this Declaration and not paid within the time periods as required hereby shall be a lien on the Parcel of the defaulting Owner. The Declarant or Owner that completed work on the defaulting Owner's Parcel may bring an action at law or in equity against such defaulting Owner obligated to pay the same, or foreclose the lien against the Parcel owned by such defaulting Owner. The provisions of Sections 116.3116 to 116.31168 of the Nevada Revised Statutes or any successor statute or statutes are hereby adopted and incorporated herein for the purpose, among other things, of establishing the manner in which any charges referred to herein shall become a lien against the Parcel possessed by the defaulting Owner owning or possessing the same, the priority of such liens, and the manner in which they are enforced. Any reference in such statute to a planned unit development shall be deemed for the purposes hereof to be a reference to the applicable Parcel and any reference therein to an organization shall be deemed a reference to the Declarant or non-defaulting Owner. Any lien so created shall also secure reasonable attorneys' fees incurred by the Declarant or non-defaulting Owner incident to the collection of such charges or the enforcement of such lien. Such lien may also be enforced in any manner permitted by law. No lien created pursuant to this Section 3.7 shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value.

3.8 INITIAL CONSTRUCTION

Each building in the Shopping Center shall be of first-class quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center and will not be materially inconsistent with the architectural scheme of the Shopping Center established by Declarant. Such requirements shall be conclusively presumed satisfied for improvements approved or built by or for Declarant. All initial construction of improvements within the Shopping Center shall be subject to the prior approval of Declarant. Such approval shall not be required for any improvement constructed by or for Declarant. Each Owner other than Declarant shall submit to Declarant all plans, drawings and specifications of the planned improvements for the Parcel for review and approval by Declarant before their submission to the City of Las Vegas or any political subdivision thereof. All such plans, drawings and specifications shall comply with the sign plan, landscape plan and architectural plan for the Shopping Center (collectively, the "Architectural Guidelines"), which shall be created, implemented and revised by Declarant, in its sole discretion, and which Architectural Guidelines shall be as provided to each Owner by Declarant from time to time upon request. Changes in the Architectural Guidelines shall not apply to completed work or work to be completed pursuant to plans previously approved by Declarant (provided that such work otherwise complies with the terms of this Declaration), but shall apply to subsequent modifications as provided in Section 3.9 below. Once approved by Declarant, there shall be no material changes to an Owner's plans, drawings or specifications. Neither Declarant nor any agent or employee thereof shall be liable to any Owner or any other party for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications. Notwithstanding anything to the contrary contained herein, this Section 3.8 shall not be applicable to The Great Indoors.

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3.9 MODIFICATION OF BUILDINGS

The exterior of any building shall not be modified in any material way (including, without limitation, signs and color) without the prior approval of Declarant. Further, any modification or remodeling of a building or structure shall comply with the then-current Architectural Guidelines and all plans, drawings and specifications for such modifications shall be approved by Declarant before their submission to the City of Las Vegas or any political subdivision thereof. Before the modification or remodeling of any building is commenced, sufficient information shall be sent to Declarant to enable Declarant to make a reasonable determination as to the architectural and aesthetic compatibility of the proposed modification with all other buildings in the Shopping Center. Declarant must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if Declarant disapproves the proposal, it shall provide a written explanation of its general reasons for disapproval. If Declarant fails to respond to a proposal within the thirty (30) day period, or rejects or disapproves the proposal but fails to provide the required explanation within the thirty (30) day period, Declarant shall be deemed to have approved same; provided, however, that under no circumstances shall such plans and specifications be deemed approved if they contain a violation of any applicable law, rule or regulation, including, without limitation, applicable building codes. If the proposal is not approved by Declarant as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal. The approvals and submittals required hereby shall not apply to any work undertaken by or at the direction of Declarant. Neither Declarant nor any agent or employee thereof shall be liable to any Owner or any other party for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications. Notwithstanding anything to the contrary contained herein, this Section 3.9 shall not be applicable to The Great Indoors.

3.10 CONSTRUCTION RULES

The following rules shall apply to all construction on a Parcel, whether the initial construction on the Parcel or otherwise:

(a) After initial construction on a Parcel is complete, any additional construction shall be commenced within six (6) months after obtaining a building permit for the improvements to be made.

(b) All construction shall be carried out in an orderly and timely manner and once construction has commenced shall be diligently pursued to completion within one (1) year. Any construction envisioned to require more than one (1) year for completion shall require the prior written approval of the Declarant before commencement of construction and all other construction in progress actually requiring more than one (1) year for completion shall require the written approval of the Declarant before continuation beyond the one-year period is permitted (which approval, in the case of extensions, shall not be unreasonably withheld or delayed if the Owner can demonstrate that completion within the one-year period was not accomplished due to causes over which it had no reasonable control and to which it did not contribute, financial inability, imprudent management and negligence excepted).

(c) All construction sites shall be enclosed with a lockable chain link fence, kept in a neat and good condition at all times and locked whenever construction is not actually being performed. Stored building materials shall be appropriately hidden from view, to the extent deemed reasonably necessary by the Declarant.

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(d) All portable toilets shall be located a minimum of twenty-five feet (25') from areas to which the general public has access and shall be emptied as often as required to ensure the containment of any noxious odors.

(e) Dust from all construction sites shall be controlled at all times by watering down the construction site. Any sandblasting activities shall be restricted to the water-type application. The Owner of the Parcel on which or for whose benefit construction is being performed shall be responsible for maintaining the Common Area and adjacent public streets (or causing the same to be maintained) in a clean, dust-free and mud-free condition on a daily basis, and shall be responsible for complying with or causing compliance with dust and pollution laws and regulations.

(f) All Common Areas or utilities that are damaged due to the construction process on a Parcel shall be repaired, to the reasonable satisfaction of the Declarant, at the sole expense of such Parcel's Owner or the Occupant undertaking such construction activity. The damaged Common Area shall be repaired within seven (7) days after the damage occurs; damaged utilities shall be repaired within twenty-four (24) hours after the damage occurs.

(g) Any landscaping materials or sprinkler systems in the Shopping Center damaged in the course of construction on a Parcel shall be replaced or repaired within two (2) days after damage is detected, to the reasonable satisfaction of the Declarant, at the sole expense of such Parcel's Owner or the Occupant undertaking such construction activity.

(h) Construction, delivery and other vehicles operated or utilized in connection with construction activities upon a Parcel shall be parked only upon such Parcel or, with the prior written consent of the Owner of another Parcel, upon such other Parcel.

(i) If any damage required to be repaired by a Parcel's Owner pursuant to this Section 3.10 is not repaired to the reasonable satisfaction of the Declarant or applicable public or private utility within the time periods specified, the Declarant may, at its option, cause the damage to be repaired in accordance with the provisions of Section 3.5.

(j) Compliance with all applicable laws, rules, regulations and building codes.

SECTION 4
COMMON AREA MAINTENANCE

4.1 MAINTENANCE OF COMMON AREA

Declarant shall operate, maintain and keep in good condition and repair the Common Area, including, but not limited to parking fields and Parking Structures, entryways, roads, sidewalks, landscaping, drainage, public utilities and lighting facilities so that all areas of the Common Area shall be in a good and clean condition and repair as determined in Declarant's reasonable discretion. Such maintenance shall include, without limitation, maintaining, repairing, restriping and resurfacing, as necessary, all paved surfaces and maintaining all landscaping and plant material in a healthy and first class manner.

4.2 COMMON AREA MAINTENANCE COST

(a) "Common Area Maintenance Cost" shall mean the cost of managing, operating, insuring, equipping, lighting, repairing, replacing and maintaining the Common Area in accordance with

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Section 4.1 above, along with the cost of all expenses incurred for the benefit of the Shopping Center, including, without limitation, insurance costs, taxes, security and utility costs, all as determined by Declarant in its reasonable discretion. Common Area Maintenance Cost shall be reduced by the amount contributed by (an) Anchor User(s) for such services and maintenance. Each Owner's "Proportionate Share" shall mean the ratio that the total square feet of gross area of floor space of all buildings on the Parcel owned by such Owner bears to the total square feet of gross area of floor space of all buildings in the Shopping Center from time to time, less the gross area of the floor space of any Anchor User, all as determined in Declarant's reasonable discretion. For the purposes of this Section 4.2(a), "buildings" shall not include any Parking Structures. Floor space shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components, as determined in Declarant's reasonable discretion.

(b) As compensation for the operation and maintenance of the Common Area as specified in this Section 4, Declarant shall receive an administrative fee equal to fifteen percent (15%) of the total of all other Common Area Maintenance Costs, exclusive of insurance, real property taxes and costs of onsite management, if any. The Owner of each Parcel shall each pay its Proportionate Share of the fee in accordance with the provisions of this Section 4.2.

(c) All costs incurred in the operation and maintenance of the Common Area shall be promptly paid timely by Declarant when incurred.

(d) Commencing with the first day of each calendar month during the term of this Declaration, and on the first day of each month thereafter, each Owner shall pay to Declarant an amount estimated by Declarant to be such Owner's Proportionate Share of Common Area Maintenance Cost. Each Anchor User or the Owner of the Parcel occupied by such Anchor User shall pay Common Area Maintenance Cost directly to Declarant in such amounts and on such terms as is mutually agreeable to such Anchor Tenant, the Owner of such Parcel and Declarant.

(e) Such estimated charge may be adjusted by the Declarant from time to time on the basis of its experience and anticipated costs of maintaining the Common Area hereunder. After the end of each quarter of the calendar year, or at the option of the Declarant, the end of each calendar year, the Declarant shall submit a statement to each Owner for its respective Proportionate Share of the actual costs and expenses paid or incurred by the Declarant for the previous quarter or year. Such statement shall set forth the total Common Area Maintenance Cost for the previous quarter or year, the amount of such Owner's Proportionate Share of Common Area Maintenance Cost for such calendar quarter or year, and the total estimated payments made by such Owner with respect to such period under this subsection (e). If an Owner's Proportionate Share of Common Area Maintenance Cost exceeds that Owner's estimated payments, that Owner shall pay to the Declarant the deficiency within fifteen (15) days after receipt of such statement. If such estimated payments exceed that Owner's Proportionate Share of Common Area Maintenance Cost, that Owner shall be entitled to offset the excess against payments next thereafter due the Declarant under this subsection (e) until such overpayment is exhausted.

(f) Any Owner may require any tenant or Occupant of such Owner's Parcel to pay Common Area Maintenance Costs directly to the Declarant. Such arrangement shall not relieve Owner of any obligation hereunder and shall not reduce the total amount of Common Area Cost otherwise due from Owner. Owner shall continue to be primarily liable for the payment of such Owner's Proportionate Share of Common Area Maintenance Cost hereunder.

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4.3 ALTERNATIVE MAINTENANCE CHARGES

Declarant may, in its discretion, incorporate the Common Area maintenance obligations of the Shopping Center into contractual arrangements covering all or any portion of the Adjacent Center; provided that all such costs are allocated between the Shopping Center and Adjacent Center based upon the benefit received, in Declarant's reasonable discretion.

4.4. OPERATING AGREEMENT

Notwithstanding any other provision to the contrary contained in this Section 4, Declarant may enter in to an agreement at reasonable market rates and terms with a third party operating entity for the operation and maintenance of the Common Area as provided in this Section 4, which third party may be affiliated with the Declarant.

SECTION 5
INSURANCE AND INDEMNIFICATION

5.1. INDEMNITY

Each Owner shall indemnify, defend and hold the other Owners and Declarant harmless from and against all claims, expenses, liabilities, loss, damage and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of (i) the death of, or any accident, injury, loss or damage, howsoever caused, to any Person or loss of or damage to the property of any Person as shall occur in or about any portion of such Owner's Parcel, (ii) the death of, or any accident, injury, loss or damage to any Person or damage to the property of any Person resulting from the negligence or willful act or omission of an Owner or its Occupants, wherever the same may occur, or (iii) by reason of injury to or death of persons, damage to property or claims of lien for work or labor performed, materials or supplies furnished arising out of or in connection with use by an Owner or its Occupants of the easements granted hereunder or exercise of the rights granted herein, except claims resulting from the negligence or willful act or omission of the indemnified Owner or any Occupant of such Owner's Parcel, wherever the same may occur.

5.2. PUBLIC LIABILITY INSURANCE

Each Owner shall at all times during the term hereof maintain or cause to be maintained comprehensive public liability and property damage insurance covering all buildings on its Parcel to protect against any liability to the public arising out of or related to the use of or resulting from any accident occurring in or upon such Owner's Parcel, with limits of liability of not less than the following in Constant Dollars: (i) Five Million Dollars ($5,000,000.00) combined single limit for injury or death of one or more persons, and (ii) Two Million Dollars ($2,000,000.00) for property damage. For the purposes of this Section 5.2, "Constant Dollars" means the present value of dollars. An adjustment shall occur on January 1 of the sixth (6th) calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this Declaration is dated; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84=100), or any successor index thereto. If the Index ceases to be published, then

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the Declarant shall select a substitute index and method of measuring Constant Dollars in its reasonable discretion.

5.3. PROPERTY INSURANCE

Each Owner shall at all times carry, or cause to be carried, comprehensive all risk property insurance upon all buildings and improvements located upon its Parcel in an amount not less than the full replacement cost thereof (excluding foundations or excavations). The loss, if any, covered by such insurance shall be paid to the respective Owner, provided that if the mortgagee or beneficiary under any mortgage or deed of trust has agreed in writing that insurance proceeds shall be available for use for the purpose of compliance with this Section 5.3, such insurance may name such mortgagee or beneficiary as an additional insured as its interest may appear. Each Owner shall have the power to adjust and settle any loss with its insurer. In the event of any damage to or destruction of any buildings on a Parcel, the affected Owner shall (i) repair (or cause to be repaired) any such damage or destruction and reconstruct the building or (ii) demolish and dispose of the damaged or destroyed improvements and clear away the rubble, either of the foregoing (i) or (ii) must be accomplished in accordance with the concept of an integrated shopping center and the provisions of Sections 3.9 and 3.10 of this Declaration. The proceeds of all insurance and condemnation awards shall be used by the affected Owner in payment for such restoration and reconstruction or demolition. The affected Owner shall commence (or cause to be commenced) restoration, reconstruction or demolition as herein provided as soon as reasonably possible after the damage or destruction, regardless of receiving insurance or condemnation proceeds, and shall use all due diligence to repair or reconstruct within a reasonable period of time thereafter not exceeding one hundred eighty (180) days.

5.4. MUTUAL RELEASE

Each Owner for itself, and, to the extent it is legally possible for it to do so, on behalf of its insurer and without affecting the coverage provided by insurance required to be maintained by any other Owner hereunder, hereby releases and waives any right to recover against Declarant, the other Owners and Occupants for any liability for (a) damages for injury to or death of persons, (b) any loss or damage to property, including, without limitation, the property of any Owner or Occupant located upon or in the Shopping Center, (c) any loss or damage to buildings or other improvements in the Shopping Center or the contents thereof, or (d) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims are covered by insurance carried or required to be carried by or on behalf of each Owner. The provisions of this Section 5.4 are intended to restrict each Owner (to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims that might give rise to a right of subrogation in any insurance carrier.

5.5. GENERAL PROVISIONS

All policies required to be maintained pursuant to the terms of this Declaration shall be written on an occurrence basis and issued by companies having a A.M. Best's rating of not less than A-VII, and which are authorized to do business in Nevada. Each Owner shall deliver (or cause to be delivered) to the Declarant copies of policies or certificates of insurance required hereunder showing that said policies are in effect. All policies providing for self-insurance or "deductibles" may permit one or more of the named insureds to assume the right to defend or adjust claims that reasonably appear to be susceptible of settlement or final resolution within the limits of the self-insurance. All policies shall provide primary insurance. The coverage provided by policies shall not be limited, reduced or diminished by virtue of the subrogation waiver contained in Section 5.4. Should any Owner fail to acquire, maintain or renew any insurance required to be maintained by it under this Declaration, or to pay the premium therefor (or cause the foregoing to be done),

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then and in any of said events, the Declarant, upon written notice, may procure such insurance if such failure is not cured within ten (10) days of receipt of such notice, and any sums expended by it to procure any such insurance shall be forthwith repaid upon demand plus fifteen percent (15%) of the sums paid. Each Owner shall obtain (or cause to be obtained) written undertakings from each insurer under policies required to be maintained by it to notify all insureds thereunder at least thirty (30) days prior to cancellation or modification. Any policy required to be maintained hereunder by any Owner may be maintained under a so-called "blanket policy" insuring other parties and other locations so long as the amount of insurance and the scope of coverage required to be provided hereunder are not thereby diminished and in any event, any blanket commercial liability insurance policies shall not contain a general policy aggregate of less than Twenty Million Dollars ($20,000,000) in Constant Dollars. An Owner may self insure its insurance obligations under this Declaration; provided, however, that (i) at all times during such periods of self insurance, such Owner maintains a net worth of no less than One Hundred Million Dollars ($100,000,000) in Constant Dollars (exclusive of such Owner's interest in the Shopping Center or improvements thereon), and (ii) such Owner shall provide Declarant a copy of an annual financial statement audited by an independent certified public accountant within thirty (30) days after such statement has been prepared, and such other financial statements as may be reasonably requested by Declarant from time to time.

SECTION 6
EFFECT OF BREACH UPON PURCHASERS AND MORTGAGEES

The breach of this Declaration shall not entitle Declarant or any Owner, Occupant or other Person to cancel, rescind or otherwise terminate its obligations hereunder. No breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but the covenants and restrictions, easements and conditions herein contained shall be binding upon and effective against the Owner of any Parcel, or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

SECTION 7
COVENANTS AND RECORDATION

All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be perpetual and shall be binding upon and shall inure to the benefit of the Owners and Occupants. All of the provisions of this Declaration shall be covenants running with the land and equitable servitudes pursuant to applicable law. This Declaration shall become effective and binding upon recordation of this Declaration in the Office of the Recorder of Clark County, Nevada.

SECTION 8
AMENDMENTS

8.1 AMENDMENTS

Except as otherwise herein expressly provided, this Declaration may be amended by an instrument signed by Declarant, with the written consent of The Great Indoors, as long as The Great Indoors is an Occupant of the Shopping Center, which consent shall not be unreasonably withheld, conditioned or delayed as long as the amendment shall not: (i) abrogate any easement unless consented to by the Owners of all affected Parcels, (ii) permit any Parcel to be used in a manner prohibited under Section 9.3 or (iii) materially and adversely affect The Great Indoors. Notwithstanding anything contained in the foregoing sentence to the contrary, Declarant may amend this Declaration without the written consent of The Great Indoors, in the

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event that such amendment to this Declaration shall only impose a Permitted Use restriction, pursuant to Section 9.1 below, and/or grant an Exclusive Use, pursuant to Section 9.2 below, so long as The Great Indoors shall not be bound by such Exclusive Use. Any amendment must be recorded in the Office of the Recorder of Clark County, Nevada. No amendment to this Declaration shall be valid that would tend to defeat the priority position of a first mortgagee, deed of trust beneficiary or sale-leaseback lessor with respect to its lien or interest or which would make such mortgage, deed of trust, or lease illegal under then applicable governmental regulation unless consent is obtained in writing from such mortgagee, beneficiary or lessor. No amendment shall impose a materially greater obligation on or materially impair a right of an Owner without the consent of such Owner, except as otherwise set forth in Section 9.2 below.

8.2 SUPPLEMENTS

Declarant may, without the approval of any other Owner, from time to time cause to be recorded supplements hereto affecting only that portion of the Shopping Center then owned by Declarant. Such supplements may, among other things, allocate assessments imposed pursuant hereto among the different Parcels then owned by Declarant, further restrict the use thereof, and impose such other burdens and give such other rights as Declarant may elect with respect to the Parcels then owned by Declarant, provided that no such supplement shall (i) abrogate any easement unless consented to by the Owners of all affected Parcels, (ii) permit any Parcel to be used in a manner prohibited hereunder, or (iii) materially and adversely affect any Occupant. Notwithstanding the foregoing and Section 9, Declarant may amend this Declaration to allow gaming on a Parcel; so long as such gaming (a) shall be ancillary to the primary use of such Parcel as a food store, drug store, restaurant, bar or tavern; and (b) shall not exceed fifteen (15) gaming devices per establishment.

SECTION 9
USE

9.1 Permitted Use.

In conjunction with the sale of Parcels or the leasing of portions thereof by Declarant, Declarant may require an Owner or Occupant to use its Parcel or the portion thereof that it occupies for a specific use and no other ("Permitted Use"). Such Permitted Uses may be recorded as amendments to this Declaration in the sole discretion of the Declarant if authorized by written agreement between Declarant and such affected Owner or prospective Owner, and may not be amended without the consent of Declarant and the Owner to which the Permitted Use applies. When a Parcel is subject to a Permitted Use, it shall be used for such Permitted Use and no other without the consent of the Declarant, which consent may be granted or denied in Declarant's sole and absolute discretion. When a Parcel is not subject to a Permitted Use, then it may be used for any purpose not otherwise prohibited by this Declaration.

9.2 Exclusive Uses.

In conjunction with the sale of Parcels or the leasing of portions thereof by Declarant, Declarant may grant an Owner or Occupant the exclusive right within all or a portion of the Shopping Center to use its Parcel or the portion thereof that it occupies (the "Benefited Parcel") for a specific purpose ("Exclusive Use"). Such Exclusive Uses may be recorded as amendments to this Declaration in the sole discretion of the Declarant. Notwithstanding anything in Section 8 to the contrary, no Exclusive Use may be amended without the consent of the Owner or Occupant (or its successor or assign) for whose benefit the Exclusive Use was granted. No Parcel or portion thereof within the Shopping Center shall be used for any Exclusive Use (other than the Benefited Parcel) so long as the Benefited Parcel is used for that Exclusive Use. Should

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such Benefited Parcel cease to be used for such Exclusive Use, then such Exclusive Use shall terminate and be of no further force or effect. By purchasing or leasing property within the Shopping Center, each Owner and Occupant agrees to be bound by each Exclusive Use added from time to time by Declarant as amendments to this Declaration, but only to the extent that such Exclusive Use does not violate such Owner's or Occupant's Exclusive Use or primary use of its Parcel or materially interferes with such Owner's or Occupant's actual use of its Parcel, as such use exists at the times of recordation of such amendments. Notwithstanding anything to the contrary contained herein, this Section 9.2 shall not be applicable to The Great Indoors and The Great Indoors will not be bound by any Exclusive Use granted.

9.3 Prohibited Uses.

No portion of the Shopping Center shall be occupied or used, directly or indirectly, for any of the following: (1) the sale of paraphernalia for use with illicit drugs; (2) a massage parlor (but not including massage services provided in connection with the operation of a first class day spa, beauty salon or medical office); (3) an adult bookstore or any other purposes which includes the display or sale of pornographic or obscene material or entertainment, or any other form of sexually oriented business; (4) a flea market; (5) a second-hand store (but not including a first class establishment selling art, antiques and collectibles, estate jewelry, the incidental sale of used audio or visual media at a video or music store, or used "play it again" type sports equipment); (6) a blood/plasma donor facility; (7) an auction house; (8) outside storage of materials or goods (except that Declarant may grant to an Owner or Occupant the right to operate an outdoor sales area in Declarant's sole and absolute discretion); (9) the emission of smoke, fumes, odors, gases, vapors, steam, dust, dirt, cinders and other particles or substances into the atmosphere that are detectable outside of the boundaries of the Building Area where located (except for fumes and odors normally incident to the normal operation of a restaurant), or which may be detrimental to the health, safety, welfare or comfort of any Occupant or Owner, or any other person; (10) a tattoo parlor; (11) gaming ; (12) the violation of any applicable statute, ordinance, rule, regulation, permit or other validly imposed requirement of any governmental body or agency; (13) emission of noise or sounds that are objectionable due to intermittence, beat, frequency, shrillness or loudness; (14) use, in whole or in part, for the warehousing, dumping or disposing of garbage or refuse (except as is ancillary to the operation of a business otherwise permitted hereby); (15) operation for gasoline refining or twenty-four (24) hour manufacturing operations; (16) a public or private nuisance; (17) automotive or R.V. repair or sales facility; (18) a warehouse or "club" store (by way of example only, and not as a limitation, a "Sam's Club", "Costco", or "Super Wal-Mart"); (19) so long as The Great Indoors operates a "The Great Indoors" store in retail building number 4 as shown on the Site Plan (except that such use shall be permitted in such building), a home furnishings and décor superstore or an appliance superstore; (20) before October 22, 2008, and so long as a Target store is operated in the Adjacent Center, operation of a discount retail store containing a floor area in excess of 100,000 square feet, provided that the foregoing shall not prohibit the operation of a home supply retailer such as a Home Depot type operation, (21) before June 1, 2009, and so long as a Vons store is operated in the Adjacent Center, operation of a full-line supermarket such as Smith's, Albertson's or Lucky's; or (22) before March 22, 2020, and only so long as a McDonald's is operated in the Adjacent Center along Rampart Boulevard, for all buildings with frontage on Rampart Boulevard as shown on the Site Plan, a "Fast Food Restaurant", which shall mean any type of food service establishment that serves any amount of hamburgers, cheeseburgers or any other type of beef products served in sandwich form; or ground meat or meat substitute, or a combination of ground meat and meat substitute, or any other type of meat products, any of which are served in sandwich form; provided that the definition of Fast Food Restaurant shall not include any food service establishment that offers as the primary method of service, for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table. In addition, and not by way of example, the following restaurants operating under the listed trade names, Arby's, Burger King, Carl's Junior, Del Taco, Hardee's, In N' Out Burger, Jack-in-the-Box, Rally's and Wendy's or operating under any successor trade names, are prohibited from operating at such buildings.

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SECTION 10
NOTICES

10.1 Notice

Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given only if personally delivered, deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if made by Federal Express or similar delivery service which keeps records of deliveries and attempted deliveries, or if made by facsimile machine (receipt of which is acknowledged or if a copy thereof is delivered by one of the other delivery methods permitted by this Section 10.1). Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner, and addressed to each Owner or Occupant at the building on its respective Parcel, and as follows:

To Declarant: Charleston Associates, LLC
9510 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117
Attn: Legal Department
Telephone: (702) 242-6937
Facsimile: (702) 242-6941

10.2 CHANGES

Any of the above addresses may be changed by the addressee for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other addressees, which notice of change of address shall not become effective, however, until the actual receipt thereof by such addressee.

SECTION 11
MISCELLANEOUS

11.1. NOT A PUBLIC DEDICATION

Nothing herein contained shall be deemed a gift or dedication of any portion of the Shopping Center or of any Parcel or portion thereof to the general public or for any public use or purpose whatsoever, it being the intention and understanding that this Declaration shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Declarant, Owners and Occupants. Declarant or any Owner may take such action as may be necessary to prevent any such public dedication or appropriation, including, without limitation, temporary closure of the Shopping Center by barriers at entrance-ways on non-business holidays or other appropriate times not disruptive to the businesses of the Occupants. In no event shall such closure exceed the minimum reasonable time required to prevent such dedication or appropriation and such closures shall be carried out so as to minimize any adverse impact on the operation of the business of any Occupant.

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11.2. SEVERABILITY

If any term, provision, covenant or condition of this Declaration, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Declaration and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11.3. CAPTIONS

The captions preceding the text of each section hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.

11.4. LITIGATION EXPENSES

This Declaration may be enforced by action by Declarant or any Owner or Occupant. If Declarant or any Owner or Occupant shall bring an action against Declarant or any other Owner or Occupant by reason of the breach of any covenant, term or obligation hereof, or otherwise arising out of this Declaration, the prevailing Declarant, Owner or Occupant in such suit shall be entitled to its costs of suit and reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

11.5. PRONOUNS

In this Declaration, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

11.6. GOVERNING LAW; VENUE

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Declaration. Any action regarding this Declaration shall be brought in the State or Federal courts located in Clark County, Nevada.

11.7 ENVIRONMENTAL HAZARDS INDEMNIFICATION

Each Owner ("Indemnitor") shall defend, indemnify and hold harmless each other Owner and Declarant regarding government or third party claims and awards against any such indemnified party for any environmental contamination occurring, or hazardous materials existing, on the Parcel owned or occupied by Indemnitor, which were generated (i) by such Indemnitor or its agents, successors or assigns, (ii) in connection with the operation of Indemnitor's business, or (iii) as a result of or arising from the use of the Indemnitor's Parcel.

11.8 ASSIGNMENT OF DECLARANT'S RIGHTS AND OBLIGATIONS

Upon sale or transfer by the Declarant of its interest in the Shopping Center with a concurrent or subsequent transfer of its obligations as Declarant to the purchaser or transferee and the purchaser's or transferee's assumption of such obligations, Declarant shall be released from the obligations as the Declarant under this Declaration arising after purchaser's or transferee's assumption of such obligations (while remaining liable for its obligations arising before such time), and such transferee or purchaser shall then become the Declarant hereunder as if originally named as the Declarant hereunder.

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IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first set forth above.

Charleston Associates, LLC, a Delaware limited liability company

By: _____

Name: Stacy M. Rush

Title: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on February 8, 2001, by Stacy M. Rush as Manager of Charleston Associates, LLC, a Delaware limited liability company.

_____
Notary Public

SUSAN J. AZUSE
Notary Public - Nevada
No. 99-50718-1
My appt. exp. Jan. 8, 2003

Exhibits

Exhibit A	Description of Shopping Center
Exhibit B	Site Plan
Exhibit C	Description of Adjacent Center

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EXHIBIT A

DESCRIPTION OF SHOPPING CENTER

See Attached

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CONSULTING ENGINEERS • PLANNERS • SURVEYORS
PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA
ANTHONY ZICARI
NO. 11448

7-21-2000

W.O. 5334-2
JULY 20, 2000
BY: KAK
P.R. BY: TZ
PAGE 1 OF 3

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF RAMPART BOULEVARD AND CHARLESTON BOULEVARD.

LEGAL DESCRIPTION
BOCA PARK NORTH

BEING A PORTION OF LOT 1, BLOCK 1 OF THAT COMMERCIAL SUBDIVISION KNOWN AS " PECCOLE RANCH TOWN CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS, AT PAGE 23, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH SECTION CORNER OF SAID SECTION 32, BEING THE CENTERLINE INTERSECTION OF RAMPART BOULEVARD AND CHARLESTON BOULEVARD; THENCE NORTH 00°33'39" WEST, ALONG THE CENTERLINE OF SAID RAMPART BOULEVARD, 1000.06 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE NORTHEASTERLY, 923.51 FEET ALONG SAID CENTERLINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'31; THENCE SOUTH 59°26'08" EAST, DEPARTING SAID CENTERLINE, AND ALONG A RADIAL LINE, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID RAMPART BOULEVARD, SAME BEING THE POINT OF BEGINNING;

SAID POINT OF BEGINNING ALSO BEING A POINT ON CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1650.00 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING CURVES AND COURSES: NORTHEASTERLY, 267.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°17'23" ; THENCE NORTH 39°51'15" EAST, 359.32 FEET; THENCE NORTH 41°07'38" EAST, 225.06 FEET;

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2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
TEL. (702) 873-7550 FAX: 362-2597

LEGAL DESCRIPTION CONTINUED
W.O.5334-2
JULY 20, 2000
PAGE 2 OF 3

THENCE NORTH 39°51'15" EAST, 87.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY, 30.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'42" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 31°57'03" EAST; THENCE NORTHEASTERLY, 33.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'42" ; THENCE NORTH 39°51'15" EAST, 122.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 54.00 FEET; THENCE EASTERLY, 80.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°33'30" TO THE SOUTHERLY RIGHT-OF-WAY OF ALTA DRIVE, SAME BEING THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 845.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 35°24'45" WEST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING CURVES AND COURSES: THENCE SOUTHEASTERLY, 276.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°43'55" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 655.61 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 16°40'51" WEST; THENCE SOUTHEASTERLY, 107.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°23'10" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1034.80 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 07°17'41" WEST; THENCE EASTERLY, 164.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°07'24" ; THENCE NORTH 88°10'17" EAST, 370.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1; THENCE SOUTH 07°46'20" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 1026.35 FEET; THENCE SOUTH 00°19'57" EAST, ALONG SAID BOUNDARY, 369.90 FEET; THENCE SOUTH 89°26'21" WEST, DEPARTING SAID BOUNDARY, 648.23 FEET; THENCE NORTH 50°44'54" WEST, 135.87 FEET; THENCE SOUTH 89°26'21" WEST, 30.03 FEET; THENCE NORTH 00°24'22" WEST, 44.38 FEET; THENCE SOUTH 89°26'21" WEST, 389.77 FEET; THENCE NORTH 00°33'39" WEST, 104.87 FEET; THENCE NORTH 50°55'34" WEST, 247.14 FEET; THENCE NORTH 19°22'11" EAST, 61.61 FEET; THENCE NORTH 39°04'26" EAST, 13.00 FEET; THENCE NORTH 50°55'34" WEST, 189.20 FEET; THENCE NORTH 39°04'26" WEST, 7.20 FEET; THENCE NORTH 15°19'34" WEST, 52.15 FEET; THENCE NORTH 59°26'08" WEST, 50.96 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE " EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

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LEGAL DESCRIPTION CONTINUED
W.O.5334-2
JULY 20, 2000
PAGE 3 OF 3

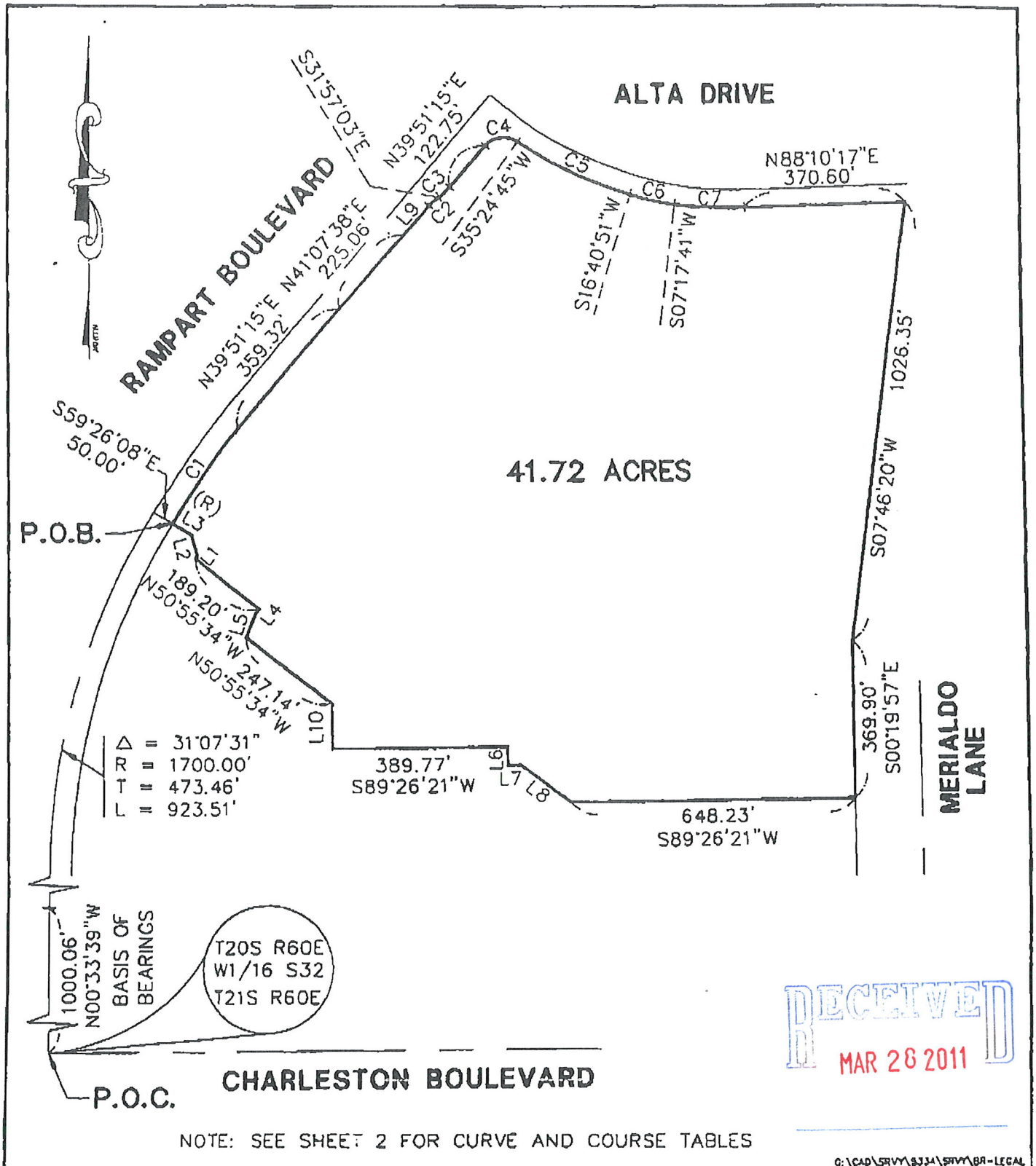
CONTAINING 41.72 ACRES, NET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 00°33'39" WEST, BEING THE BEARING ON THE CENTERLINE OF RAMPART BOULEVARD, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 82 OF PARCEL MAPS, AT PAGE 11.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.
G:\C\S\5334\LEGAL\5334NORTH.DOC

RECEIVED
MAR 28 2011



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MAR 28 2011

NOTE: SEE SHEET 2 FOR CURVE AND COURSE TABLES

G:\CAD\SRVY\5334\SRVY\BR-LEGAL

vtn nevada 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89102-5148	PROJECT: EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE	HORZ. 1"=300' VERT.
		W.O. NO.	5334-2
		DRAWN BY:	KAK
	FOR: BOCA NORTH	DATE:	7/20/00
		SHEET	1 OF 2

LINE TABLE

NO.	BEARING	DISTANCE
L1	N39°04'26"E	7.20'
L2	N15°19'34"W	52.15'
L3	N59°26'08"W	50.96'
L4	N39°04'26"E	13.00'
L5	N19°22'11"E	61.61'
L6	N00°24'22"W	44.38'
L7	S89°26'21"W	30.03'
L8	N50°44'54"W	135.87'
L9	N39°51'15"E	87.55'
L10	N00°33'39"W	104.87'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	1650.00'	09°17'23"	267.52'	134.05'
C2	95.00'	18°11'42"	30.17'	15.21'
C3	105.00'	18°11'42"	33.34'	16.81'
C4	54.00'	85°33'30"	80.64'	49.97'
C5	845.00'	18°43'55"	276.26'	139.37'
C6	655.61'	09°23'10"	107.40'	53.82'
C7	1034.80'	09°07'24"	164.77'	82.56'

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MAR 28 2011

C:\CAD\SRVY\5334\SRVY\BR-LEGAL

vtn nevada
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89102-5148

PROJECT: EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

FOR: BOCA NORTH

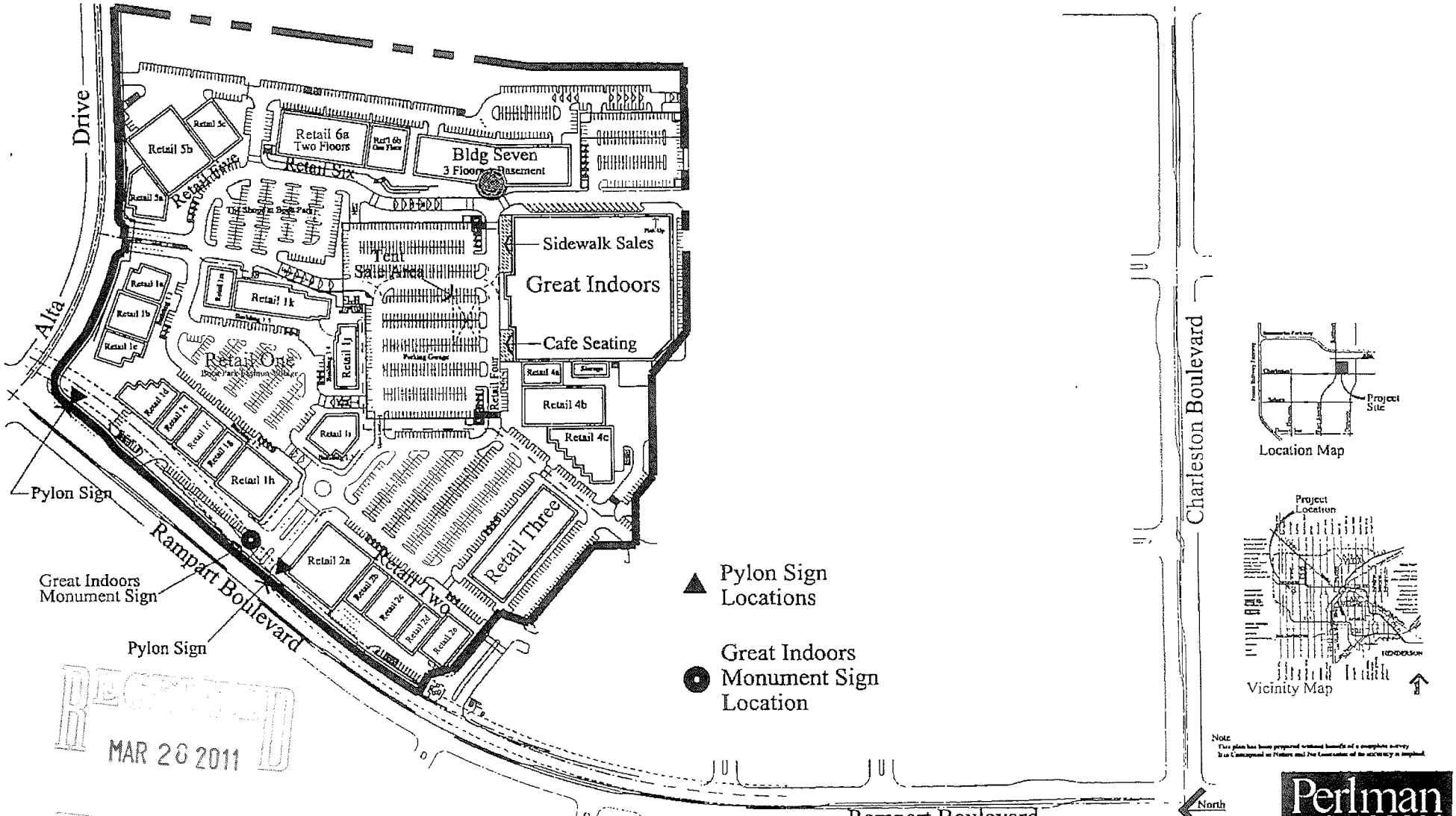
SCALE	HORZ. 1"=300'
	VERT.
W.O. NO.	5334-2
DRAWN BY:	KAK
DATE:	7/20/00
SHEET	2 OF 2

EXHIBIT B

SITE PLAN

See Attached

RECEIVED
MAR 28 2011



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MAR 28 2011

Boca Park - Phase III

Triple Five Nevada Development Corporation
Las Vegas, Nevada 702-242-6937

Scale 1" = 100'

Perlman ARCHITECTS

PERLMAN ARCHITECTS, INC
2230 CORPORATE CIRCLE, SUITE 200
HENDERSON NEVADA 89014
702 990 9900 702 932 0222 fax

Rampart Boulevard and Alta Drive, Las Vegas, Nevada

Site Plan Exhibit

Date January 5, 2001
Project Number 100035

EXHIBIT C

DESCRIPTION OF ADJACENT CENTER

See Attached

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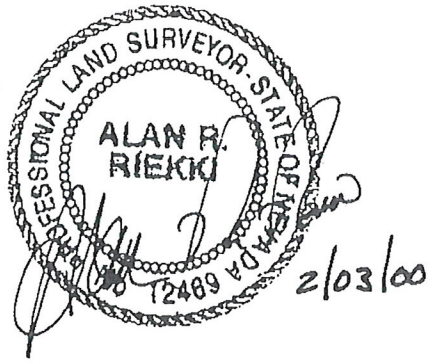
MAR 28 2011

Exhibit C
Part I

CONSULTING ENGINEERS • PLANNERS • SURVEYORS
PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960



W.O. 5334-1
OCTOBER 15, 1998
BY: TZ / ARR
P.R. BY: ARR
PAGE 1 OF 2
REVISED: 5/27/99
REVISED: 2/03/00

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHEASTERLY OF RAMPART BOULEVARD AND CHARLESTON BOULEVARD.

LEGAL DESCRIPTION
PHASE 1

BEING A PORTION OF LOT 1, BLOCK 1 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PECCOLE RANCH TOWN CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS, AT PAGE 23, LOCATED WITHIN THE SOUTH HALF (S 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH SECTION CORNER OF SAID SECTION 32, BEING ON THE CENTERLINE OF RAMPART BOULEVARD; THENCE NORTH 00°33'39" WEST, ALONG THE CENTERLINE OF SAID RAMPART BOULEVARD, 119.00 FEET; THENCE NORTH 89°26'21" EAST, DEPARTING SAID CENTERLINE, 56.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID RAMPART BOULEVARD, SAME BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING COURSES: NORTH 00°33'39" WEST, 124.06 FEET; THENCE NORTH 07°45'20" EAST, 60.83 FEET; THENCE NORTH 01°42'24" WEST, 81.44 FEET; THENCE NORTH 15°44'35" WEST, 41.23 FEET; THENCE NORTH 01°42'24" WEST, 118.57 FEET; THENCE NORTH 00°33'39" WEST, 457.05 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1650.00 FEET; THENCE NORTHEASTERLY, 547.45 FEET ALONG SAID RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 19°00'36"; THENCE SOUTH 71°33'03" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY, 15.00 FEET; THENCE 72°37'30" EAST, 200.04 FEET; THENCE SOUTH 04°29'51" EAST, 151.87 FEET; THENCE NORTH 89°26'21" EAST, 681.46 FEET; THENCE SOUTH 00°24'22" EAST, 131.38 FEET; THENCE NORTH 89°26'21" EAST, 782.86 FEET; THENCE SOUTH 00°19'57" EAST, 530.10 FEET; THENCE NORTH 89°40'03" EAST, 125.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF MERIALDO LANE; THENCE SOUTH 00°19'57" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, 541.00 FEET TO

2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
TEL. (702) 873-7550 FAX. 362-2597

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THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHWESTERLY, 84.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE NORTHERLY RIGHT-OF-WAY OF CHARLESTON BOULEVARD; THENCE SOUTH 89°40'03" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, 559.98 FEET; THENCE SOUTH 89°26'21" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, 1215.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 54.00 FEET; THENCE NORTHWESTERLY, 84.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING **51.11 ACRES**, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

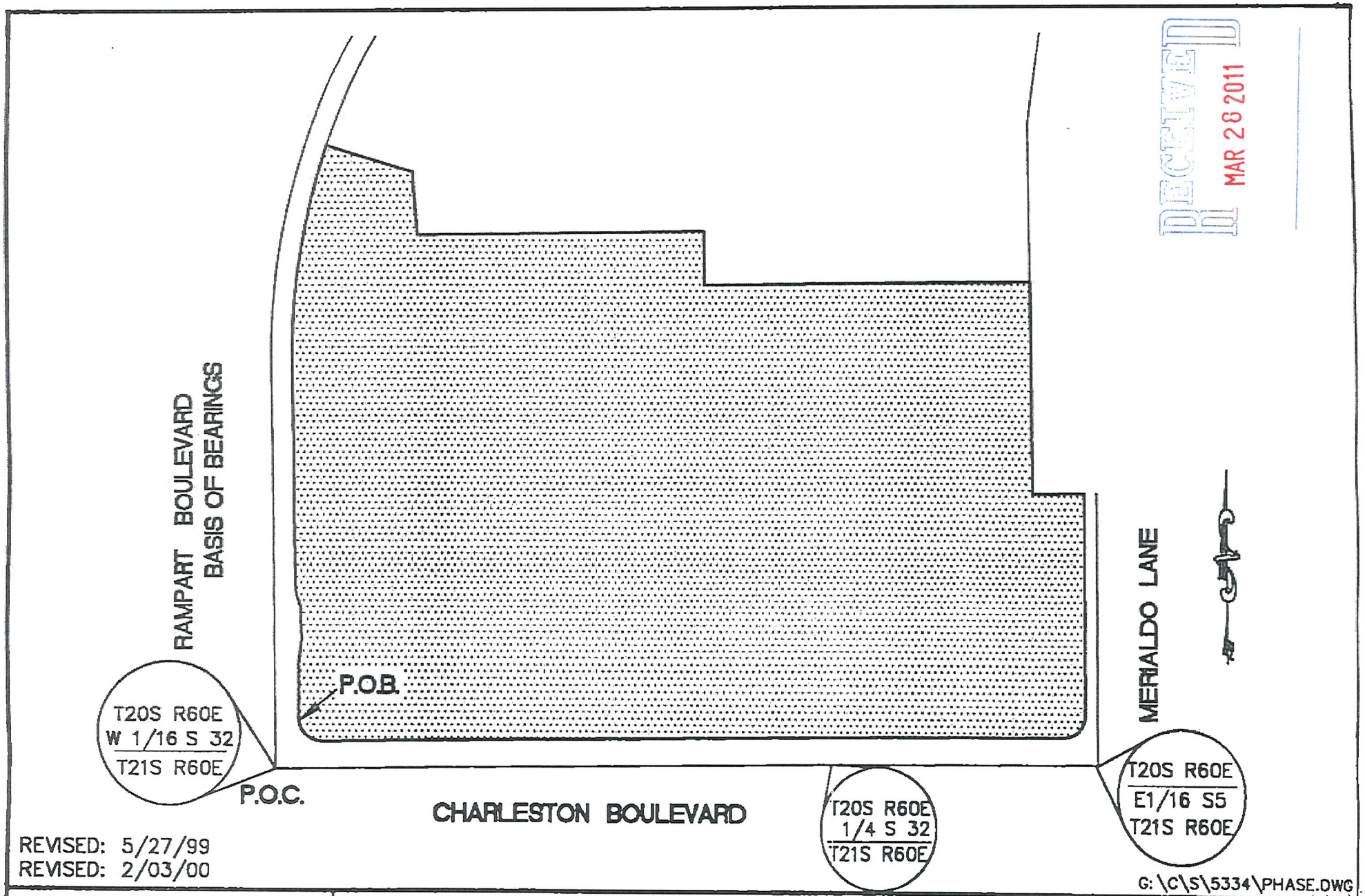
BASIS OF BEARINGS:

NORTH 00°33'39" WEST, BEING THE BEARING ON THE CENTERLINE OF RAMPART BOULEVARD, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 82 OF PARCEL MAPS, AT PAGE 11.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.

G:\C\S\5334\5334PHS3REV4.DOC



REVISED: 5/27/99
REVISED: 2/03/00

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vtn nevada

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
PHASE 1

W.O.#: 5334-1
DATE: 10/15/98
BY: TZ / ARR
SCALE: 1"=300'
SHEET 1 OF 1

Project: 5334srvy Thu Feb 03 10:58:52 2000
Lot Map Check

Lot name: PHASE1NEW

North: 16123.28		East: 17690.35	
Line	Course: N 00-33-39 W	Length: 124.06	
	North: 16247.33		East: 17689.14
Line	Course: N 07-45-20 E	Length: 60.83	
	North: 16307.60		East: 17697.34
Line	Course: N 01-42-24 W	Length: 81.44	
	North: 16389.01		East: 17694.92
Line	Course: N 15-44-35 W	Length: 41.23	
	North: 16428.69		East: 17683.73
Line	Course: N 01-42-24 W	Length: 118.57	
	North: 16547.21		East: 17680.20
Line	Course: N 00-33-39 W	Length: 457.05	
	North: 17004.24		East: 17675.73
Curve	Length: 547.45	Radius: 1650.00	
	Delta: 19-00-36	Tangent: 276.26	
	Chord: 544.94	Course: N 08-56-39 E	
	Course In: N 89-26-21 E	Course Out: N 71-33-03 W	
	RP North: 17020.39		East: 19325.65
	End North: 17542.55		East: 17760.45
Line	Course: S 71-33-03 E	Length: 15.00	
	North: 17537.81		East: 17774.68
Line	Course: S 72-37-30 E	Length: 200.04	
	North: 17478.07		East: 17965.59
Line	Course: S 04-29-51 E	Length: 151.87	
	North: 17326.67		East: 17977.50
Line	Course: N 89-26-21 E	Length: 681.46	
	North: 17333.34		East: 18658.93
Line	Course: S 00-24-22 E	Length: 131.38	
	North: 17201.96		East: 18659.86
Line	Course: N 89-26-21 E	Length: 782.86	
	North: 17209.62		East: 19442.68
Line	Course: S 00-19-57 E	Length: 530.10	
	North: 16679.53		East: 19445.76
Line	Course: N 89-40-03 E	Length: 125.00	
	North: 16680.26		East: 19570.76
Line	Course: S 00-19-57 E	Length: 541.00	
	North: 16139.27		East: 19573.90
Curve	Length: 84.82	Radius: 54.00	
	Delta: 90-00-00	Tangent: 54.00	
	Chord: 76.37	Course: S 44-40-03 W	
	Course In: S 89-40-03 W	Course Out: S 00-19-57 E	
	RP North: 16138.95		East: 19519.90
	End North: 16084.95		East: 19520.21
Line	Course: S 89-40-03 W	Length: 559.98	
	North: 16081.70		East: 18960.24
Line	Course: S 89-26-21 W	Length: 1215.42	
	North: 16069.81		East: 17744.88
Curve	Length: 84.82	Radius: 54.00	

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Project: 5334srvy Thu Feb 03 10:58:52 2000

Lot Map Check

Delta:	90-00-00	Tangent:	54.00
Chord:	76.37	Course:	N 45-33-39 W
Course In:	N 00-33-39 W	Course Out:	S 89-26-21 W
RP North:	16123.80	East:	17744.35
End North:	16123.28	East:	17690.35

Perimeter: 6534.39 Area: 2,226,298.754 sq.ft. 51.109 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure:	0.00	Course:	S 50-22-28 E
Error North:	-0.001	East:	0.001

Precision 1: 3,557,022.19

RECEIVED
MAR 28 2011

Exhibit C
Part II

CONSULTING ENGINEERS • PLANNERS • SURVEYORS
PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
ALAN R. RIEKKI
No. 12469
6/16/2000

W.O. 5334-1-D
NOVEMBER 12, 1999
BY: ARR
P.R. BY: TZ
(PAGE 1 OF 2)
REVISED 6/16/00

PHASE II - SHOPS AT BOCCA PARK
LEGAL DESCRIPTION

BEING A PORTION OF LOT 1, BLOCK 1 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PECCOLE RANCH TOWN CENTER" ON FILE AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 86 OF PLATS, AT PAGE 23, LOCATED WITHIN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 32, BEING ON THE CENTERLINE INTERSECTION OF CHARLESTON BOULEVARD AND RAMPART BOULEVARD, SAID POINT BEING MARKED BY A CITY OF LAS VEGAS BRASS CAP IN CONCRETE STAMPED "PLS 5094"; THENCE NORTH 00°33'39" WEST, ALONG THE CENTERLINE OF SAID RAMPART BOULEVARD, 1000.06 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1700.00 FEET; THENCE NORTHEASTERLY, 923.51 FEET ALONG SAID CENTERLINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'31"; THENCE SOUTH 59°26'08" EAST, DEPARTING SAID CENTERLINE, 50.00 FEET TO THE CURVING EASTERLY RIGHT-OF-WAY OF SAID RAMPART BOULEVARD, SAME BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 59°26'08" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY, 50.96 FEET; THENCE SOUTH 15°19'34" EAST, 52.15 FEET; THENCE SOUTH 39°04'26" WEST, 7.20 FEET; THENCE SOUTH 50°55'34" EAST, 189.20 FEET; THENCE SOUTH 39°04'26" WEST, 13.00 FEET; THENCE SOUTH 19°22'11" WEST, 61.61 FEET; THENCE SOUTH 50°55'34" EAST, 247.14 FEET; THENCE SOUTH 00°33'39" EAST, 104.87 FEET; THENCE SOUTH 89°26'21" WEST, 345.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1435.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 77°41'52" WEST; THENCE NORTHEASTERLY, 157.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°17'49";

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2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
TEL. (702) 873-7580 FAX: 362-2597

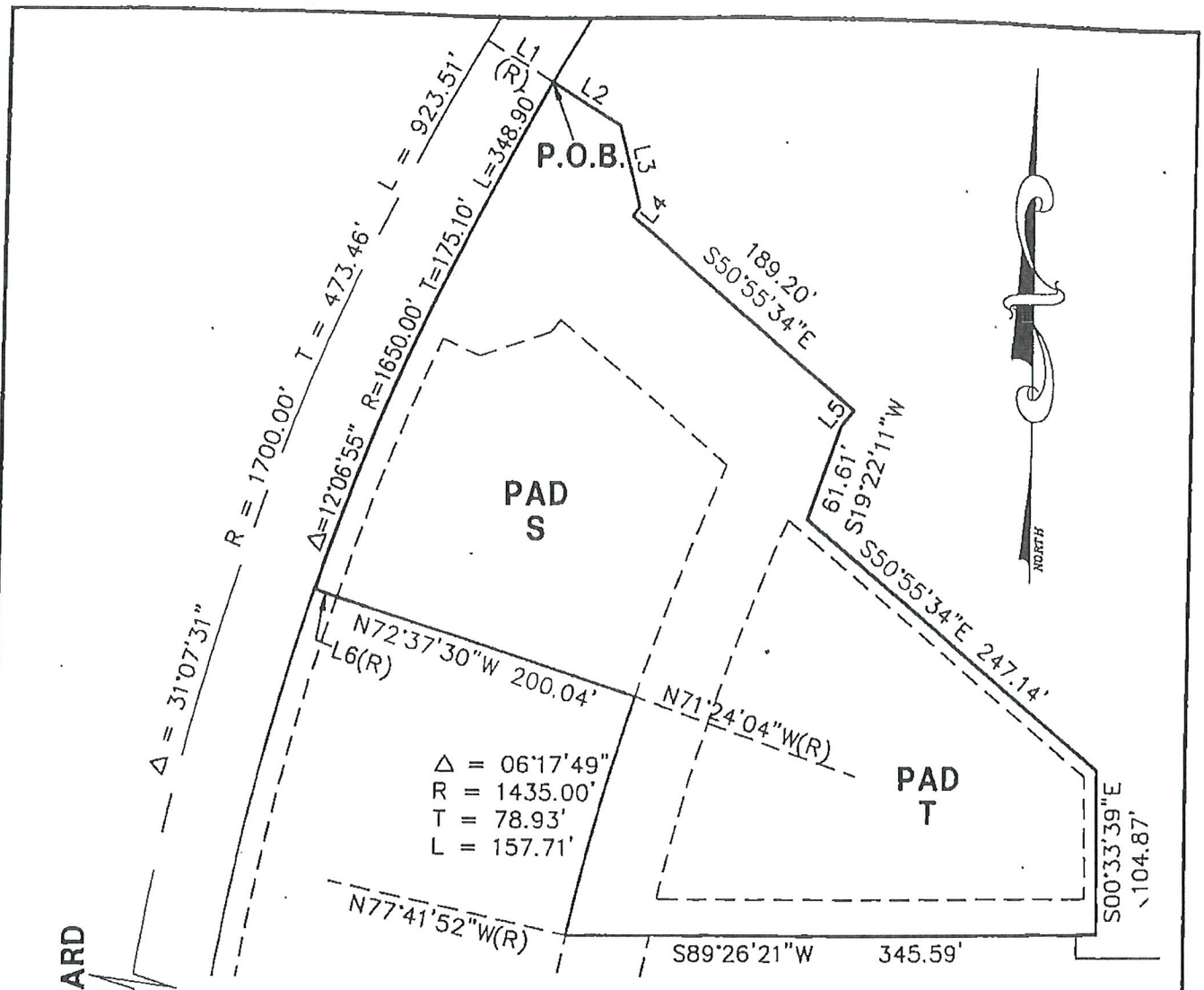
THENCE NORTH 72°37'30" WEST, 200.04 FEET; THENCE NORTH 71°33'03" WEST, RADIALLY, 15.00 FEET TO THE CURVING EASTERLY RIGHT-OF-WAY OF SAID RAMPART BOULEVARD, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1650.00 FEET; THENCE NORTHEASTERLY, 348.90 FEET ALONG SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 12°06'55" TO THE **POINT OF BEGINNING;**

CONTAINING 3.06 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
SOUTH 89°26'21" WEST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 60 OF PARCEL MAPS, AT PAGE 16.

END OF DESCRIPTION.

RECEIVED
MAR 28 2011



LINE TABLE

NO.	BEARING	DISTANCE
L1	S59°26'08"E	50.00'
L2	S59°26'08"E	50.96'
L3	S15°19'34"E	52.15'
L4	S39°04'26"W	7.20'
L5	S39°04'26"W	13.00'
L6	N71°33'03"W	15.00'

RECEIVED
MAR 29 2011

G:\CAD\SURVEY\5334\5334SRVY.DWG(BR-ST-CONST))

vtm nevada
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89102-5148

PROJECT: EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

FOR: PHASE II - SHOPS AT BOCCA PARK

SCALE HORZ. 1"=100'
VERT.
W.O. NO. 5334-1-D
DRAWN BY: ARR
DATE: 11/12/99
SHEET 1 OF 1

Plotted by :

Project: 5334srvy
Lot Map Check

Fri Nov 12 08:18:50 1999

Lot name: st-const

North: 17198.42 East: 17353.12
Line Course: S 59-26-08 E Length: 50.96
North: 17172.51 East: 17397.00
Line Course: S 15-19-34 E Length: 52.15
North: 17122.21 East: 17410.78
Line Course: S 39-04-26 W Length: 7.20
North: 17116.62 East: 17406.24
Line Course: S 50-55-34 E Length: 189.20
North: 16997.37 East: 17553.12
Line Course: S 39-04-26 W Length: 13.00
North: 16987.27 East: 17544.93
Line Course: S 19-22-11 W Length: 61.61
North: 16929.15 East: 17524.50
Line Course: S 50-55-34 E Length: 247.14
North: 16773.37 East: 17716.36
Line Course: S 00-33-39 E Length: 104.87
North: 16668.51 East: 17717.38
Line Course: S 89-26-21 W Length: 345.59
North: 16665.13 East: 17371.81
Curve Length: 157.70 Radius: 1435.00
Delta: 6-17-48 Tangent: 78.93
Chord: 157.63 Course: N 15-27-02 E
Course In: S 77-41-52 E Course Out: N 71-24-04 W
RP North: 16359.37 East: 18773.86
End North: 16817.05 East: 17413.80
Line Course: N 72-37-30 W Length: 200.04
North: 16876.79 East: 17222.89
Line Course: N 71-33-03 W Length: 15.00
North: 16881.54 East: 17208.66
Curve Length: 348.89 Radius: 1650.00
Delta: 12-06-55 Tangent: 175.10
Chord: 348.25 Course: N 24-30-25 E
Course In: S 71-33-03 E Course Out: N 59-26-08 W
RP North: 16359.37 East: 18773.86
End North: 17198.41 East: 17353.11

Perimeter: 1793.36 Area: 133,444 S.F. 3.0635 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.01 Course: S 05-02-05 W
Error North: -0.012 East: -0.001
Precision 1: 143,934.01

RECEIVED
MAR 28 2011

RA Southeast Land Company LLC
9755 W. Charleston Blvd.
Las Vegas, NV 89128

April 18, 2011

City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter for Renaissance (23 Acres SEC Rampart / Alta)
APN: 138-327-23-001

To Whom It May Concern:

Request:
To rezone from PD and current approved site plan to PD with new site plan, copy attached.

The Property:
The referenced vacant property was purchased in late 2010 by an EHB Companies affiliate, RA Southeast Land Company LLC. This purchase was made so as to continue to add significant value to the properties at the Rampart/Alta intersection and to bring additional commercial offerings/services and some residential and their related conveniences to the immediate neighborhood and greater market area. This property will be developed with the same unique, distinctive and quality design and architecture that other EHB Companies' affiliates did when developing One Queensridge Place at this intersection's SWC and is doing with its development of Tivoli Village at this intersection's NEC.

This development is named Las Vegas Renaissance. The property will be developed as an enclosed mall, consisting of approximately 773,000sf with three major retail anchors and numerous in-line retail stores, some restaurants, and some service providers. It will be accompanied by the appropriate parking and a small multi-family residential component.

Some tenants' business philosophy does not lend itself to being in an outdoor center such as the adjacent Tivoli Village and therefore Renaissance's enclosed mall environment will very substantially complement Tivoli's offering thereby significantly expanding the dynamic of these combined developments. Further, with their adjacency and connectivity to the added offerings at Suncoast and Boca Park, these properties will, combined, anchor the "trade area" of the west valley. This area's offerings - size, distinctiveness and diversity will draw from the entire valley including being extremely attractive to the Las Vegas tourist as well – it will be an amazing attraction and destination – a must see!

There will be a multi-family residential component of 100 units. The exact number will be determined based on a mix of unit types which will be determined through the construction

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drawing and final market analysis phases. This residential component will offer its residents, many of whom we anticipate will be employed at Tivoli, Renaissance, Suncoast or Boca, to be able to conveniently walk next door to work.

Connectivity:

- Design: As a result of the applicant and its affiliates, both controlling the three corners of this intersection and working with Boyd Gaming, owner of the Suncoast property located at this intersection's NWC, it is planned that these combined properties will incorporate some visual consistencies in terms of landscaping, art, walls, and signage making the "whole greater than its parts". Also these properties will plan and coordinate certain merchandising, marketing and events to help maximize synergies.
- Pedestrian: The connectivity between Tivoli and Renaissance, with a pedestrian bridge across Alta, will provide convenient pedestrian access all the way from Angel Park Golf Course and Tivoli's north end to and through Renaissance into Boca Park. Further, the Suncoast is planning to provide a more pedestrian friendly corridor from its buildings through its parking lot so as to make it more comfortable for pedestrians to access between the properties. This connectivity will significantly reduce vehicular impacts on adjacent roadways.
- Vehicular: The on-site vehicular connectivity between Boca Park and Renaissance will further serve to reduce the traffic impact on adjacent streets and on the farther removed roadways as patrons will be able to do much more "one stop shopping" then having to drive to numerous locations to accomplish their shopping, dining and office related needs. This area will become a major destination and destinations are known to produce significantly reduced traffic generation than strip centers and general commercial centers.

Design and Architecture:
Renaissance's design, architecture and landscaping will compliment Tivoli's. Renaissance's walkways will be canopied with expansive longitudinal glass atriums and at the walkways' junctures these canopies will be large domed glass atriums. These glass atriums will be reminiscent of those at the spectacular Galleria Vittorio Emanuele II in Milan (photo enclosed) and will arch above the indicated roof lines.

The detail of exterior elevations – articulations, colors, textures and reliefs, as can be seen in the conceptual elevations will predominantly reflect Baroque style architecture with special attention to massing, particularly facing the streets, to create the pinnacle of architecture and art in this trade area to compliment, enhance and beautify the entire complex of adjacent properties.

The applicant's principals have demonstrated their ability to construct distinctive and unique elevations respectful of surroundings and that enhance the trade area. This can be seen at both their adjacent Tivoli Village and One Queensridge Place developments. The elevations in this application are conceptual; the applicant requests the right to field modify the elevations to

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respect masses, colors, mediums, architecture, reflectivity, and both impact and compatibility with the entire environment.

This development is LAS VEGAS RENAISSANCE – its time is now! It will resonate a sign of new life - resurgence, renewal and optimism. It will generate millions of man-hours of work. It will be the first enclosed new non-casino, non-strip mall in Las Vegas in approximately 20 years.

Site Pan:

- History: The entitlement history of this property reflects the most recent site plan submitted by the previous property owner, which was withdrawn by the applicant as the economic recession was commencing. That site plan comprised 1,616,281 square feet made up of:
  - Office – 113,714 sf (on 3rd story over 2 levels of retail)
  - Retail – 948,141sf (2 and 3 stories)
  - Residential – 555,016sf (320 units in two 16 story towers above 2 levels of retail)
  - Parking – 4,784 spaces in multi-level(5+) parking structures and 2-levels below grade
- This Application: This submittal's very significantly reduced square footage is by far more suitable to this site and the surrounding neighborhood than that submitted previously by the prior owner. This application contemplates approximate 773,000sf commercial in 2 and 3-story structures, approximately 2,650 parking spaces (in a combination of underground, partially recessed 5-level parking structure and some at grade) and a 4-story multi-family residential component containing 100 units.
- Site plan flexibility:
  - The approval of this site plan needs to incorporate that during the construction drawings and leasing phases some minor modifications to this conceptual site plan will be required to accommodate various architectural and operational aspects.
  - In respect of the neighbors to the east, we are attempting to relocate the Anchor, who we are in negotiations with, from the easterly Retail Anchor location; they require 3-levels, to the southerly Retail Anchor location. Accordingly, the site plan's approval needs to allow the flexibility of the southerly Retail Anchor building to increase from 2 to 3-levels and the easterly Retail Anchor building to decrease from 3 to 2-levels. If this occurs, the square footage will increase by approximately 15,000 square feet.
  - As the elevations and construction drawings are further developed and as pre-leasing of tenants occurs, the site plan's building heights, because of tenant's requirements, will need to reflect the flexibility to be able to increase heights by up to approximately 5'.
  - While the statistical Site Information reflects parking provided of 2,652, the developer wishes to work with the City to come up with an appropriate lower amount, recognizing that a mall with large Anchors will have a lower parking need then a shopping center without large Anchors. Further, the need for the required parking at Renaissance will be lower because of the synergy between Tivoli, Renaissance, Suncoast and Boca.

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Hours of operation:
Will be commensurate with typical mall operations.

Employees:
During an estimated 2-year construction period, an approximate 500 workers will be employed. Upon opening, approximately 500+ employees will be required for on-going operations.

We look forward to working with the City of Las Vegas on this application. Please do not hesitate to contact us regarding any questions or comments regarding this project. Thank you for your consideration and we look forward to collaborating with the City to make another another EHB Companies' development.

Yours truly,

RA Southeast Land Company LLC

By: _____, Its: Agent
Frank Pankratz

Cc: Greg Borgel (via facsimile 383-8845)

Encl.

FP:kab

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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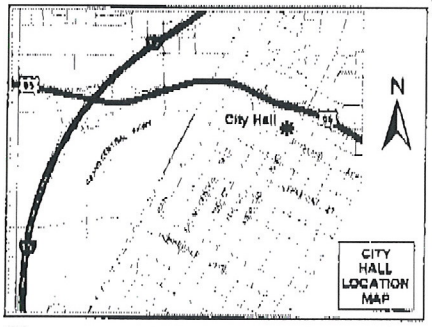

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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LAS VEGAS NV 89135-1566

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City of Las Vegas
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Las Vegas, Nevada 89101

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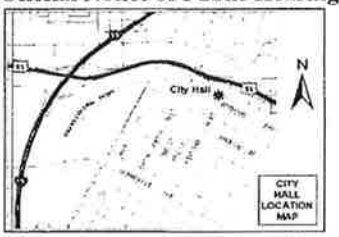

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725 VANTAGE LN
LAS VEGAS NV 89145-4820

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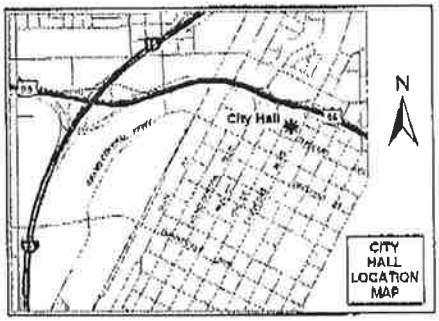

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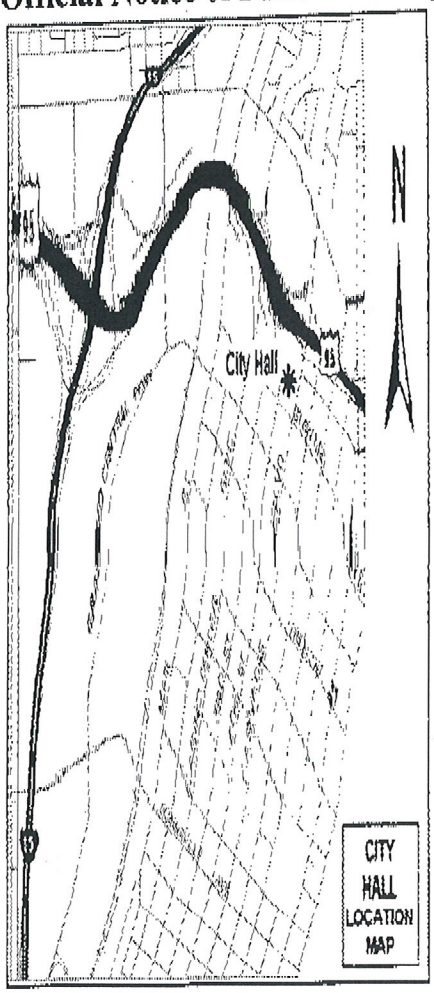

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[X] I SUPPORT this Request

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8620 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5708

APN#13832613007

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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

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Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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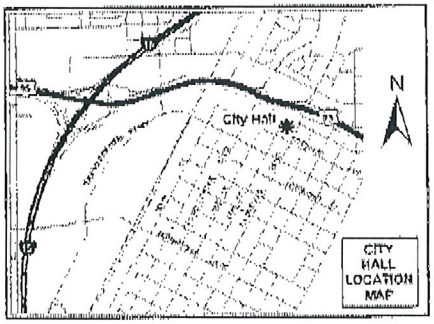

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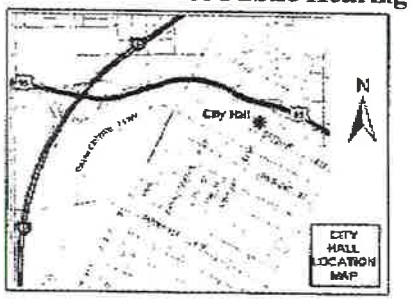

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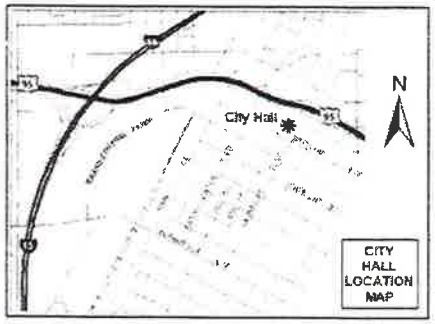

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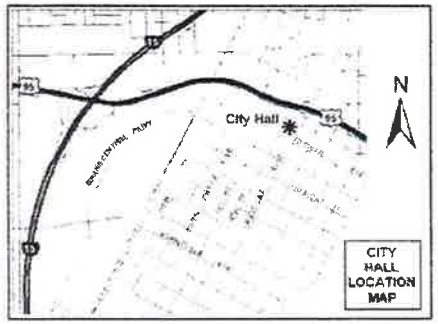

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Case: ZON-41312

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800 VANTAGE LN
LAS VEGAS NV 89145-4821

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CHARLESTON & ASSOCIATES, LLC

9440 W. SAHARA AVENUE, SUITE 240
LAS VEGAS, NEVADA 89117

May 9, 2010

Flynn Fagg
City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, Nevada 89106

RE: Applications SDR41313 and ZON 41312 (RA Southeast – The Renaissance) –request for tabling

MR. Flynn Fagg,

Charleston & Associates, LLC (both the Declarant under the CC&R's and the Master Developer under "Boca Park Phase III Master Development Plan (MDP) and Development Standards" dated September 7, 2000), respectfully requests that the the above-referenced applications be tabled until the issues more fully outlined below are both considered and reasonably resolved.

1. In the staff report prepared by the Department of Planning under the heading of "ISSUES," the staff confirms that the approximately 23 acre parcel referred to in the application is part of the Boca Park MDP. As such, all applications to revise the MDP must be initiated by Charleston & Associates, LLC as the Declarant and Master Developer.

2. Further, on April 29, 2010, during a pre-application meeting (see attached meeting record) with Douglas Rankin on an application for a Major Modification at Boca Fashion Village, Mr. Rankin wrote::

> **"A major modification will require signatures of all property owners within the overall PD (Planned Development) area."**

Clearly, the RA Southeast application is a Major Modification to the PD area. By accepting the RA Southeast application for a Major Modification, the City not only violated the procedure provided for in the MDP, but also violated its own express policy on a Major Modification by accepting the application without the signatures of all property owners within the overall PD area.

3. In the staff report prepared by the Department of Planning under the heading of "BACKGROUND INFORMATION" in block dated 12/31/92, the City Planning Staff acknowledges an official Writ of Mandate from the Clark County District Court that the conditions of approval for Z-0030-92 were modified. Under (E) it stipulates that:

"… the Regional Mall shall be permitted to contain 1.1 million square feet of building area."

These 1.1 million square feet includes all phase of Boca Park. The development is already over 762,500 square feet, leaving less than 337,500 square feet available for development without violating the Writ of mandate from the Clark County District Court. It is for this very reason that Charleston & Associates

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TELEPHONE (702) 242-6937 • FAX (702) 360-9128 OR (702) 242-6941
9510 W. SAHARA AVE., SUITE 200 • LAS VEGAS, NEVADA 89117

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withdrew its previous application for an additional 1,616,281 square feet alluded to in the RA Southeast justification letter under site history.

4. In the staff report prepared by the Department of Planning under the heading of "*Pre-Application meeting*" in block dated 03/21/11 states:

"A Master Development Plan and Set of Development Standards is required pursuant to Title 19.06.050."

This has been completed. It is the Boca Park Phase III MDP that was completed on or about September 7, 2000. This has been and continues to be the guiding document for the entire 42 acre development known as "Boca Fashion Village".

5. In the staff report prepared by the Department of Planning under the heading of "Neighborhood meetings," it states that no meeting was required nor was one held. During Charleston & Associates application 2006 (the very same one alluded to in the RA Southeast application), we were required to conduct several neighborhood meetings at considerable expense. Yet, RA Southeast was not required to have a single meeting in relation to a project involving 700,000 plus square feet. This represents a discriminatory, arbitrary, and capricious exercise of the Department's authority.

6. In the staff report prepared by the Department of Planning, on the page showing a matrix called "Master Plan Areas," there is an "X" in a box stating that the proposed project is indeed part of a master plan. However, in the compliance block the letters "N/A"* are inserted. The asterisks reads:

"Development on the subject site must conform to the existing Covenants, Conditions, and restriction for the Boca Park III Development as recorded on 02/12/01; however the City has no authority to enforce the CC&Rs.

Again, the CC&Rs reference the boundary of the approximate 42 acre site and it is the same as the boundary in the Boca Park MDP. (See attached exhibit from the CC&Rs).

7. Charleston & Associates, LLC is currently a debtor in a chapter 11 case that is currently pending in the United States Bankruptcy Court for the District of Delaware. In December, Charleston appeared before the Bankruptcy Court to obtain an order permitting it to sell the 140,000 square foot store, once occupied by The Great Indoors, to a a national retailer. The Great Indoors Store had long been "dark." Although RA Southeast had no standing to object to the proposed sale (which the Bankruptcy Court duly found), RA Southeast appeared in court and attempted to block the sale, to the great detriment both of Boca Park, its tenants, and the surrounding neighborhood.

8. In the staff report prepared by the Department of Planning under the heading of "FINDINGS," it states that " Circulation around the site is logical and adequate and will not have a negative impact on traffic." This is not what staff told us on our 2006 application. We were told that such a large increase in retail would have a large negative impact and would require not only the dedicated right turn lane being required of RA Southeast in their application, but the construction of an additional travel lane. Public Works used as their justification "**Rampart Boulevard Traffic Operations Analysis.**" This

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report prepared by Parson Brinckerhoff and is four inches thick. This represents one of the most extensive traffic reports prepared for this corridor. During the 2006 application from Charleston & Associates we were required to follow the findings of this report. It is not even mentioned by Public Works in the staff report for the RA Southeast application. Again, this attempted exercise of the Department's authority is discriminatory, arbitrary and capricious.

9. Charleston & Associates, LLC, not RA Southeast, is the Declarant with respect to the subject property. The Declarant's rights were never transferred to either RA Southeast or its predecessor, City National Bank. The subject of who holds the "Declarant's rights" with respect to Boca Park is the subject of litigation that is currently pending in the United States Bankruptcy Court for District of Nevada. The parties to that litigation include Charleston & Associates, RA Southeast Land Company, LLC, and City National Bank. The Adversary Case Number is 10-1452 LBR. The RA Southeast application cannot be acted upon unless and until that litigation is fully and finally resolved by settlement or final, no-longer-appealable judgment.

Sincerely,

James Grindstaff
VP, Planning and Development

CC: Councilman Steve Wolfson
Bradford Jerbic
Doug Rankin

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Department of Planning
Development Services Center
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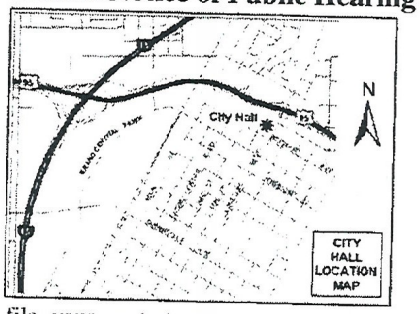

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Case: ZON-41312

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LAS VEGAS NV 89117-8821

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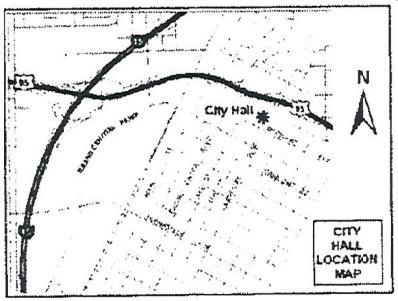

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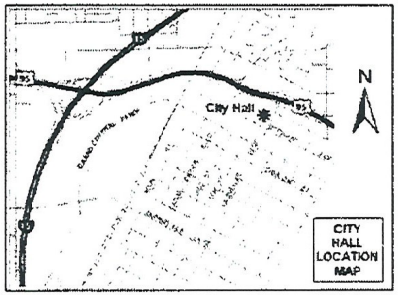
Official Notice of Public Hearing



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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41312 & SDR-41313
Planning Commission Meeting of 5/10/2011

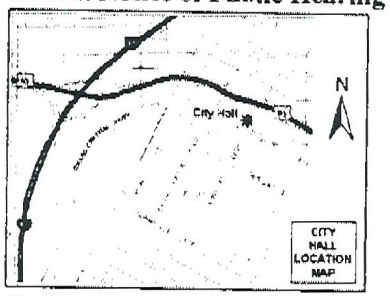
Case: ZON-41312
13832412029
CHARLESTON ASSOCIATES L L C
9440 W SAHARA AVE #240
LAS VEGAS NV 89117-8821

18 BRDFN11 89117

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-41312 & SDR-41313

Planning Commission Meeting of 5/10/2011

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ELBAZ ORI
SHLOMO DOGA 35
JERUSALEM 93758
ISRAEL 00000-0000

Case: ZON-41312

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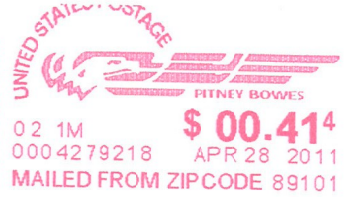
MAY 17 2011

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106





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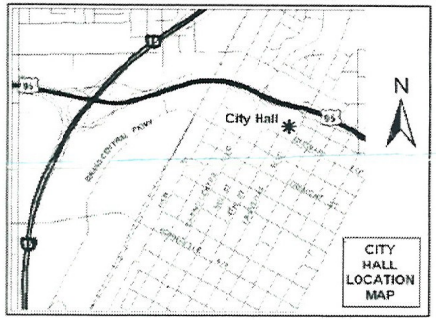
Official Notice of Public Hearing



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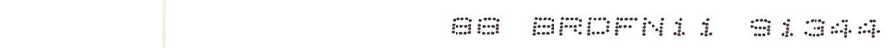
ZON-41312 & SDR-41313
Planning Commission Meeting of 5/10/2011

★ Please correct the address

Case: ZON-41312
13832819177
BUENO VICTORIA B TRUST
~~10910 DENSMORE AVE~~
~~GRANADA HILLS CA 91344-5418~~

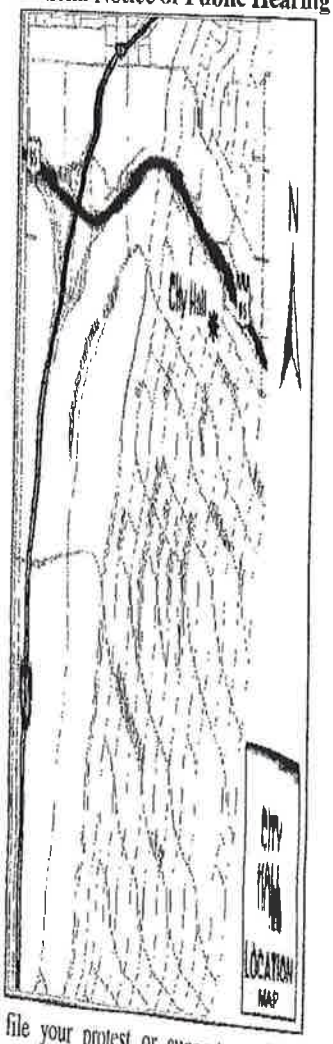
10901 Densmore Ave.
Granada Hills CA
91344





City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41312 & SDR-41313

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

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MAY 5 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

13832613007 Case: ZON-41312
HOOGE JOHN L & JUDITH M REV TR
8620 HIGHLAND VIEW AVE
LAS VEGAS NV 89145-5708

19-20
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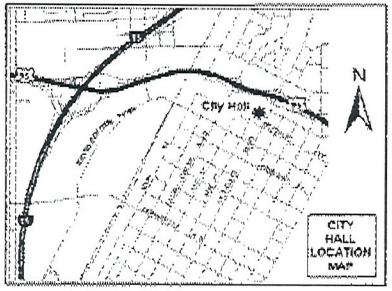
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41312 & SDR-41313

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

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MAY -2 2011

Case: ZON-41312

13832614001
GRAF EDWARD JR
123 SAN MIGUEL RD
PASADENA CA 91105-1442

19-20 A

2 BRDFN11 91105

19-20 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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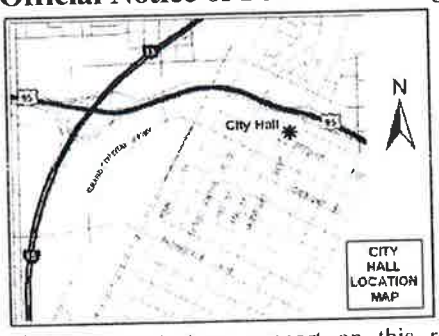
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41312 & SDR-41313
Planning Commission Meeting of 5/10/2011

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MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ZON-41312
13832213095
MARZION GLENN A & J M REV FAM TR
9101 W ALTA DR #1201
LAS VEGAS NV 89145-8501

89145 26 APR 11

C
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41312 & SDR-41313
Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ZON-41312
13832415008
LIN SUNG YEN
7777 GREENBRIAR ST #2047
HOUSTON TX 77030-4530

19-20
2A

77030 99 APR 11

City of Las Vegas Agenda Item No.: **102.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-41313 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-41312 - PUBLIC HEARING - APPLICANT/OWNER: R A SOUTHEAST LAND COMPANY, LLC - Request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 773,000 SQUARE-FOOT SHOPPING CENTER, A FOUR-STORY PARKING GARAGE AND A SIX-STORY, 100-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 23.40 acres at the southeast corner of Alta Drive and Rampart Boulevard (APN 138-32-723-001), PD (Planned Development) Zone [PROPOSED: PD (Planned Development)], Ward 2 (Wolfson). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41313** APN: 138-327-23-001

Name of Property Owner: RA Southeast Land Company LLC

Name of Applicant: Frank Pankratz

Name of Representative: Greg Borgel

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: Frank Pankratz

Subscribed and sworn before me

This 24th day of March, 2011 By Frank Pankratz

Janet McKeon

Notary Public in and for said County and State

JANET McKEON
Notary Public State of Nevada
No. 10-3226-1
My appt. exp. Sept. 30, 2014

RECEIVED
MAR 28 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Las Vegas Renaissance

Project Address (Location) SEC Alta / Rampart

Project Name Las Vegas Renaissance **Proposed Use** Enclosed Mall

Assessor's Parcel #(s) 138-327-23-001 **Ward #** _____

General Plan: existing SCsc proposed SC **Zoning:** existing PD proposed PD

Commercial Square Footage approx. 773,000 **Floor Area Ratio** 338

Gross Acres 23.40 **Lots/Units** 100 **Density** _____

Additional Information Enclosed retail center with 3 major retail anchors, in-line stores, some service providers and food/beverage establishments

PROPERTY OWNER RA Southeast Land Co. LLC **Contact** Frank Pankratz

Address 9755 W. Charleston Blvd. **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbinc.com

APPLICANT - Same as above - **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Greg Borgel **Contact** Greg Borgel

Address 300 S. 4th Street, Ste. 1500 **Phone:** (702) 383-8953 **Fax:** (702) 383-8845

City Las Vegas **State** NV **Zip** 89101

E-mail Address None

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Frank Pankratz

Subscribed and sworn before me

This 24th day of March, 2011.

by Frank Pankratz
Janet McKeon

Notary Public in and for said County and State

JANET McKEON
Notary Public State of Nevada
No. 10-3226-1
My appt. exp. Sept. 30, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-41313
Meeting Date:	5-10-11
Total Fee:	1030.00
Date Received:*	3-29-11
Received By:	JFnu

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
MAR 28 2011

Revised 10/27/08

City of Las Vegas Agenda Item No.: **103.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

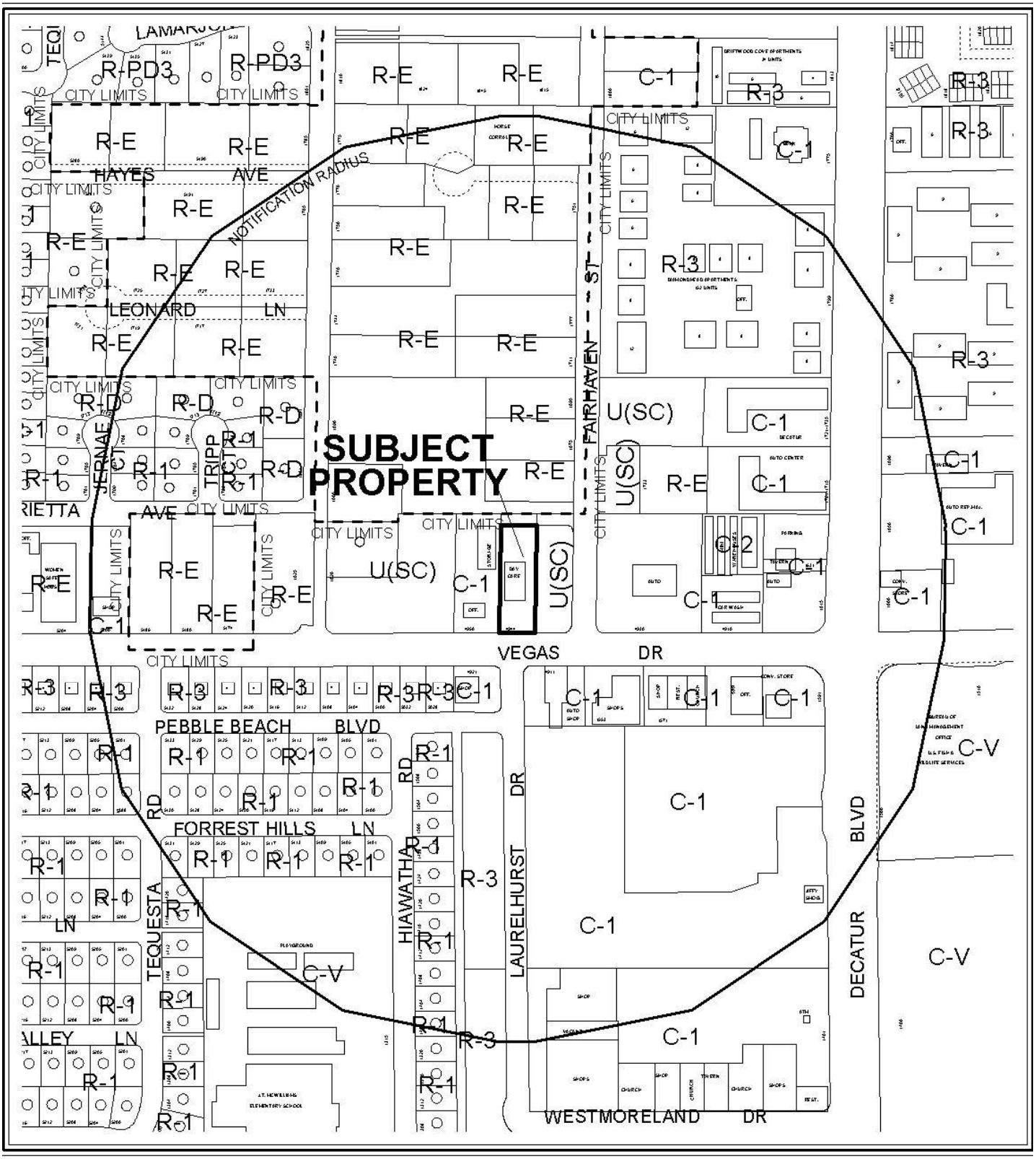
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-41060 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES - Request for a Variance TO ALLOW A ZERO-FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED on 0.54 acres at 4944 Vegas Drive (APN 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-41060, VAR-41216 and SDR-41059
2. Conditions and Staff Report - VAR-41060, VAR-41216 and SDR-41059
3. Supporting Documentation
4. Photos - VAR-41060, VAR-41216 and SDR-41059
5. Justification Letter - VAR-41060 and SDR-41059
6. Support Postcards
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Items VAR-41060, VAR-41216 and SDR-41059



0 300 600 Feet

CASE: **VAR-41060; VAR-41216; SDR-41059**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **VAR-41060; VAR-41216; SDR-41059**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-41060	Staff recommends DENIAL, if approved subject to conditions:	
VAR-41216	Staff recommends DENIAL, if approved subject to conditions:	
SDR-41059	Staff recommends DENIAL, if approved subject to conditions:	VAR-41060 VAR-41216

** CONDITIONS **

VAR-41060 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-41216) and Site Development Plan Review (SDR-41059) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. 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 Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-41216 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variances (VAR-41060 and VAR-41216) and Site Development Plan Review (SDR-41059) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. 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 Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-41059 CONDITIONS

Planning

1. The modular shall be painted to match the existing church.

2. The modular structure shall comply with all ADA accessibility requirements.

3. Approval of and conformance to the Conditions of Approval for Variances (VAR-41060 and VAR-41216) shall be required, if approved.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 02/28/11, except as amended by conditions herein.

6. A Waiver from Title 19.12.040 is hereby approved, to allow no landscape buffers along the north, south, and west perimeters, and no landscaping for the first approximately 100 feet of the east perimeter from the front property line, but landscaping shall comply with Title 19.12 requirements after that.

7. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 02/28/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

8. 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 Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

11. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Prior to the issuance of any permits for this site, provide proof of a perpetual 24-foot wide legal access across parcel #138-24-803-033 and parcel #138-24-803-032 for the proposed fire access road. Additionally, to ensure the required fire access to this site, walls or barriers shall not be allowed between assessor parcel numbers #138-24-803-033 and #138-24-803-032 for the entire width of the approved fire access route. Alternatively, the proposed building shall be sprinkled and meet the requirements of the Fire Department.

18. Remove all substandard sidewalk improvements, if any, adjacent to this site and replace with new sidewalk meeting current City Standards concurrent with on-site development activities as shown on the approved Site Plan. The existing "pan" style driveways may remain until they are reconstructed to align with Laurelhurst Drive.

19. The owner shall sign a Covenant Running with Land agreement for the future construction of a single driveway per Uniform Standard Drawing #222a that will be aligned with Laurelhurst Drive and will accommodate the future signalization of this driveway prior to the approval of construction drawings for this site or the recordation of a map, whichever may occur first. Provide traffic signal easements as required per the Traffic Engineering Section of the Department of Public Works to accommodate the future signalization of this driveway.

20. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

21. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Vegas Storm Drain project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

22. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has submitted a request to install a 2,880 square-foot modular structure at the rear of the parcel with a zero-foot rear yard setback. After conducting research of the site, staff determined that the existing use was never issued a Building & Safety Department Certificate of Occupancy for a Church and therefore is not legal. The result is that the project will be reviewed in its entirety as a proposed new use. This finding resulted in the need for two Variances and a Site Development Plan Review with two Waivers and three Exceptions.

The applicant has informed staff that they have agreements with the owners of adjacent parcels to the east and west of the site for additional parking. However, the parcel to the east is not developed for a commercial parking lot and thus cannot be utilized for parking. The parcel to the west only has four legal parking spaces and doesn't have any excess parking spaces to permit overflow parking for the church. Staff recommends denial of all three applications, as the facts clearly indicate that the site is not large enough to accommodate the proposed use. If denied, the church would not be permitted to operate at this location and the accessory structure would not be allowed to be installed.

ISSUES

- A Variance is required to allow a zero foot rear setback where 20 feet is required.
- A Variance is required to allow 11 parking spaces where 21 are required.
- Waivers are required to allow for zero perimeter landscape buffers along the north, west and east perimeters and to allow a five foot wide landscape buffer along the south perimeter where 15-feet are required.
- Exceptions are required to allow zero perimeter trees where three are required along the south perimeter landscape buffer, to allow no parking lot screening where parking lot screening from the right-of-way is required and to allow zero landscaped islands in the parking lot where four are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/21/04	The City Council approved a Special Use Permit (SUP-4382) for a Social Service Provider at 4944 Vegas Drive. The Planning Commission and Staff recommended approval. The permit was not acted on and no Extension of Time application was made therefore the permit expired on 07/21/05.

YK

07/21/04	The City Council approved a Variance (VAR-4397) to allow 11 parking spaces where 16 are required for a Kinder Care Business at 4944 Vegas Drive. The Planning Commission and Staff recommended approval. The Variance expired on 07/21/04 when on action was taken.
05/10/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items VAR-41060, VAR-41216 and SDR-41059 (PC Agenda Items 14-16/yk).

Most Recent Change of Ownership	
06/01/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No relative permits are on file.

Pre-Application Meeting	
02/09/11	Staff reviewed requirements for installing a modular structure on the rear of the parcel. A Variance is required to allow a zero rear setback and Waivers of the perimeter landscape buffers on the north, west and east sides. A floor plan of the primary structure is required to evaluate the parking requirements. The modular will be required to be sprinkled per Fire Department unless the rear was paved along with an access road to the modular structure. Upon further review it was determined a Variance would be needed for parking as no Building Department Certificate of Occupancy was ever issued for a Church use on the site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/03/11	Staff visited the site and found the church is utilizing the parcel to the east as an illegal parking and storage lot.

Details of Application Request	
Site Area	
Net Acres	0.54

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Church	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single-Family Residential	R (Residential) Clark County	R-E (Residence Estates) Clark County
South	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
East	Undeveloped	SC (Service Commercial)	U(Undeveloped)
West	Office/Storage	SC (Service Commercial)	C-1 (Limited Commercial)

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
A-O (Airport Overlay) District 105 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	23,850 SF	N/A
Min. Lot Width	100 Feet	90 Feet	N/A
Min. Setbacks			
• Front	20 Feet	76 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	N/A	N/A
• Rear	20 Feet	0 Feet	N
Min. Distance Between Buildings	6 Feet	44 Feet	Y
Max. Lot Coverage	50 %	28 %	Y
Max. Building Height	N/A	N/A	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	N	N
Mech. Equipment	Screened	N	N

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	5 Trees	0 Trees	N
• South	1 Tree / 30 Linear Feet	3 Trees	0 Trees	N
• East	1 Tree / 20 Linear Feet	14 Trees	0 Trees	N
• West	1 Tree / 30 Linear Feet	9 Trees	0 Trees	N
TOTAL PERIMETER TREES		**31 Trees**	**0 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	6 Trees	0 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N
• South	15 Feet		5 Feet	N
• East	8 Feet		19.5 Feet	Y
• West	8 Feet		12.5 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		N	N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Vegas Drive	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Church	2,020 SF	1 per 100 SF non-fixed seating in gathering area	21				
TOTAL SPACES REQUIRED			21		10		N

YK

Regular and Handicap Spaces Required			20	1	10	1	N
Loading Spaces			N/A				N/A

Waivers		
Requirement	***Request***	***Staff Recommendation***
An Eight Foot wide Landscape Buffer on all interior lot lines is required.	To allow a zero-foot landscape buffer along north, east and west interior lot perimeters.	Denial
A 15 foot wide Landscape Buffer is required adjacent to rights-of-way.	To allow a five-foot landscape buffer along the south perimeter.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Parking lots shall be screened from adjacent roadways by a low wall or berm with a maximum height of thirty inches.	To allow no parking lot screening.	Denial
To install a landscape island at the end of each row of parking spaces.	To allow no landscape islands at the end of each row of parking spaces.	Denial
To install one tree for every 30 linear feet along the south perimeter landscape buffer.	To allow no trees where three are required.	Denial

ANALYSIS

The applicant states they operate a Church on the proposed site. However, no Certificate of Occupancy for a Church Use at 4944 Vegas Drive has ever been applied for by the applicant or issued by the City of Las Vegas Building and Safety Department and therefore is an illegal use. With this fact, the application is therefore being reviewed for a Site Development Plan Review for a Church with the addition of an accessory structure consisting of four modular units. The proposed Church use requires 21 parking spaces per Title 19.04. Since only 11 parking spaces are provided, a 50% Variance for parking is required. The applicant is proposing to install the modular accessory structure on the rear property line. This will require an additional Variance to allow a zero-foot rear yard setback where a minimum of 20 feet is required.

During discussions with the applicant and subsequent site visits, it was discovered that the Church has agreements with adjacent property owners on both the east and west sides for additional parking. Neither of these parcels is currently able to legally allow this parking to take place. The parcel on the west only has four parking spaces to handle the office and storage uses on that site. There are no excess spaces available for additional uses. The parcel on the east is an undeveloped vacant lot. In order for this parcel to legally be available for commercial use, a Site Development Plan Review would need to be approved for a commercial parking lot. No plans have been submitted as of this submittal and therefore the parking taking place on this site is illegal.

The existing parking lot does not meet Title 19 design standards. Specifically, there is no screening from the right-of-way and no landscaped islands for every six parking spaces. In addition to not meeting the minimum parking standards, the site does not meet the minimum perimeter landscape buffers or have the required trash enclosure. The mechanical equipment is not screened and is visible from the Vegas Drive right-of-way. If these Exceptions are not approved, the required perimeter landscape shall be installed, the trash enclosure shall be enclosed with a roof or trellis and the landscape islands shall be installed in the parking lot.

The applicant notes that they are in the process of acquiring the landlocked parcel to the north. Although this parcel is not included in this request, Public Works has the following comment:

> We note that this Site Plan incorporates parcel # 138-24-803-032 (northerly parcel) which is a land locked parcel and is not owned by River of Life Word Ministries at this time. We also note that this Site Plan proposes fire access across parcel #138-24-803-033 (northeasterly parcel) which they also do not own at this time. If perpetual legal access across parcel #138-24-803-033 and parcel #138-24-803-032 cannot be obtained, the Fire Department will require the proposed building to be sprinkled. If parcel #138-24-803-032 can be obtained, we recommend that the Planning Department impose the conditions that states "The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits."

Condition fifteen has been added to address this concern.

The addition of the modular units would only compound the parking shortage. Instead of the modular units being added to the site, the proposed area could be used as additional parking thus alleviating the parking shortage for a Church.

The proposed Church Use is too intense for the size of the parcel. The requested Site Development Plan Review with Waivers, Exceptions and two Variances clearly illustrates that this is not an appropriate site for the use. Staff recommends denial of all three applications.

FINDINGS (VAR-41060)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to install a modular structure that is too large for the parcel. A smaller modular structure that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-41216)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a Church Use that does not have adequate parking for the use on the parcel. Alternative would be to propose a smaller assembly area that would allow conformance to the Title 19 requirements or to add additional parking in the rear of the building. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-41059)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed use is not compatible with adjacent development in that it would create a demand for more parking then the site can accommodate. This could create parking pressures on adjacent parcels.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   This project is not consistent with Title 19 which is illustrated by the multiple Variance, Waiver and Exceptions being requested.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The lack of required parking could have a negative impact on adjacent roadways and neighborhood traffic during peak demand periods when Church services and events take place.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The lack of appropriate landscape plants and materials will have a negative effect on the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The modular units are not aesthetically compatible with the primary structure on the site.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed Church and accessory structure is subject to permit review and inspection. Appropriate measures must be met prior to the certification of building occupancy in order to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 129 (By City Clerk)

APPROVALS 1

PROTESTS 3

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-41060 APN: 138-24-803-022

Name of Property Owner: RIVER OF LIFE WORD MINISTRIES

Name of Applicant: RIVER OF LIFE WORD MINISTRIES

Name of Representative: THOMAS HELLUMSS

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: Sullivan R Causey Sr

Print Name: Sullivan R. Causey, Sr.

Subscribed and sworn before me

This 16th day of March, 2011

Vicki K Dwyer

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
VICKIE K. DWYER
My Appointment Expires
May 1, 2011
No: 07-3000-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE (SETBACK)

Project Address (Location) 4944 Vegas Drive

Project Name RIVER OF LIFE WORD MINISTRIES **Proposed Use** CHURCH

Assessor's Parcel #(s) 138-24-803-022 **Ward #** _____

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .53 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER River of Life Word Ministries **Contact** Pastor Sullivan Causey Sr.

Address 4944 Vegas Drive **Phone:** (702) 258-9673 **Fax:** (702) 258-9264

City Las Vegas **State** NV **Zip** 89108

E-mail Address _____

APPLICANT River of Life Word Ministries **Contact** Pastor Sullivan Causey Sr.

Address 4944 Vegas Drive **Phone:** (702) 258-9673 **Fax:** (702) 258-9264

City Las Vegas **State** NV **Zip** 89108

E-mail Address _____

REPRESENTATIVE DWYER ENGINEERING **Contact** THOMAS HELLUMS

Address 7310 SMOKE RANCH ROAD, SUITE E **Phone:** (702) 254-2200 **Fax:** (702) 254-2236

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address thellums@dwyerengineering.com

Property Owner Signature* Sullivan R Causey

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Sullivan R. Causey, SR.

Subscribed and sworn before me

This 16th day of March, 20 11.

Vickie K Dwyer

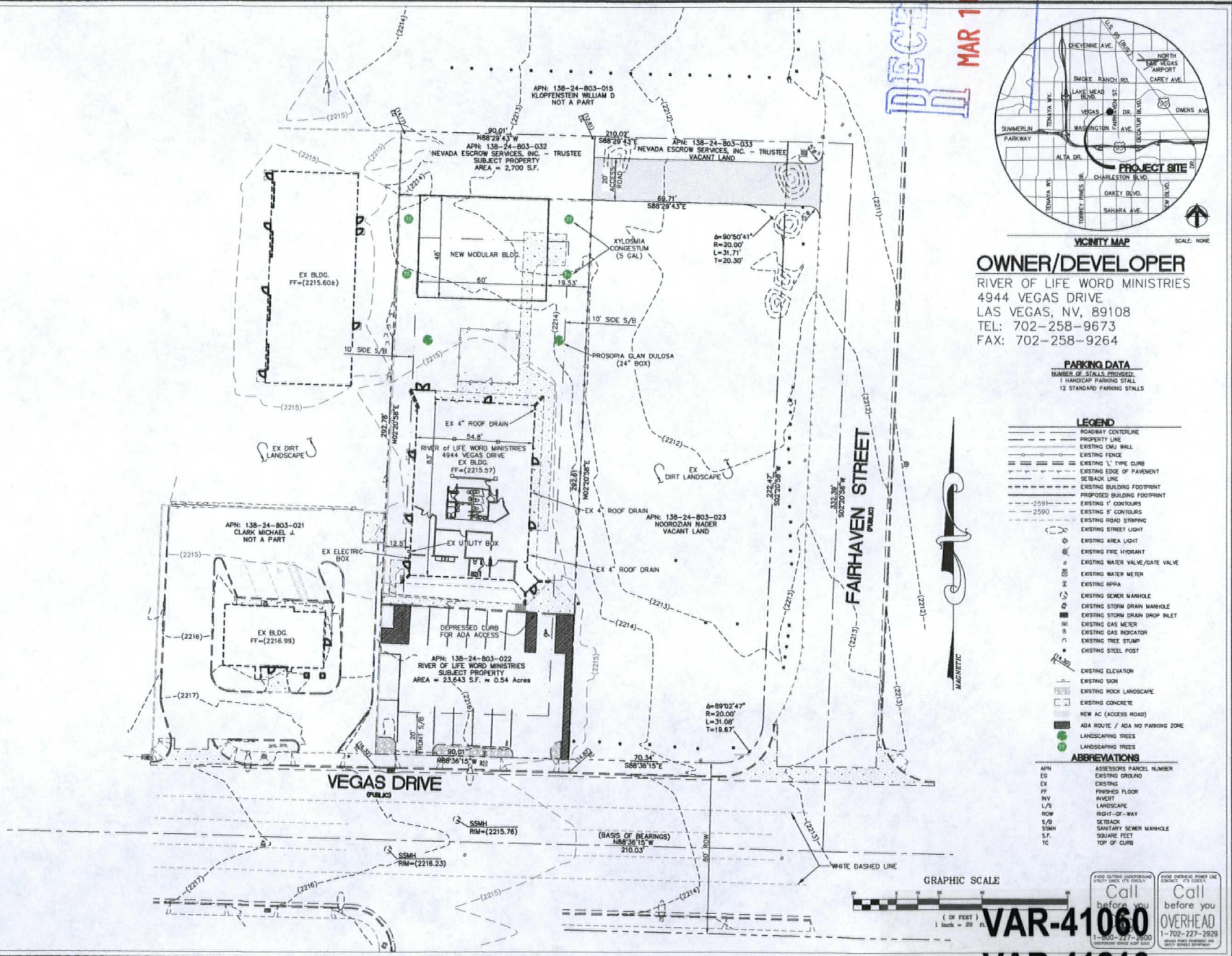
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
VICKIE K. DWYER
My Appointment Expires
May 1, 2011
No: 07-3000-1

FOR DEPARTMENT USE ONLY

Case #	VAR-41060
Meeting Date:	4-12-11 PC
Total Fee:	$830.00
Date Received:*	2-28-11
Received By:	Greg K.

*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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MAR 16 2011

VICINITY MAP SCALE: NONE

OWNER/DEVELOPER

RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE
LAS VEGAS, NV, 89108
TEL: 702-258-9673
FAX: 702-258-9264

PARKING DATA

NUMBER OF STALLS PROVIDED:
1 HANDICAP PARKING STALL
12 STANDARD PARKING STALLS

LEGEND

- ROADWAY CENTERLINE
- PROPERTY LINE
- EXISTING CMU WALL
- EXISTING FENCE
- EXISTING 'L' TYPE CURB
- EXISTING EDGE OF PAVEMENT
- SETBACK LINE
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- EXISTING 1' CONTOURS
- EXISTING 5' CONTOURS
- EXISTING ROAD STRIPING
- EXISTING STREET LIGHT
- EXISTING AREA LIGHT
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE/GATE VALVE
- EXISTING WATER METER
- EXISTING RPPA
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN DROP INLET
- EXISTING GAS METER
- EXISTING GAS INDICATOR
- EXISTING TREE STUMP
- EXISTING STEEL POST
- EXISTING ELEVATION
- EXISTING SIGN
- EXISTING ROCK LANDSCAPE
- EXISTING CONCRETE
- NEW AC (ACCESS ROAD)
- ADA ROUTE / ADA NO PARKING ZONE
- LANDSCAPING TREES
- LANDSCAPING TREES

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
EG	EXISTING GROUND
EX	EXISTING
FF	FINISHED FLOOR
INV	INVERT
L/S	LANDSCAPE
ROW	RIGHT-OF-WAY
S/B	SETBACK
SSMH	SANITARY SEWER MANHOLE
S.F.	SQUARE FEET
TC	TOP OF CURB

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY. Call before you DIG 1-800-227-2600
AVOID OVERHEAD POWER LINE CONTACT. IT'S COSTLY. Call before you OVERHEAD 1-702-227-2929

REUSE OF DOCUMENTS

APPROVED

REVISIONS

NO.	DATE	DESCRIPTION

DEVER ENGINEERING INC.
CIVIL ENGINEERING
LAND SURVEYING
LAND DEVELOPMENT PLANNING
7251 ARROYO BEACH RD., SUITE E
LAS VEGAS, NEVADA 89128
PHONE (702) 254-0580
FAX (702) 254-0585

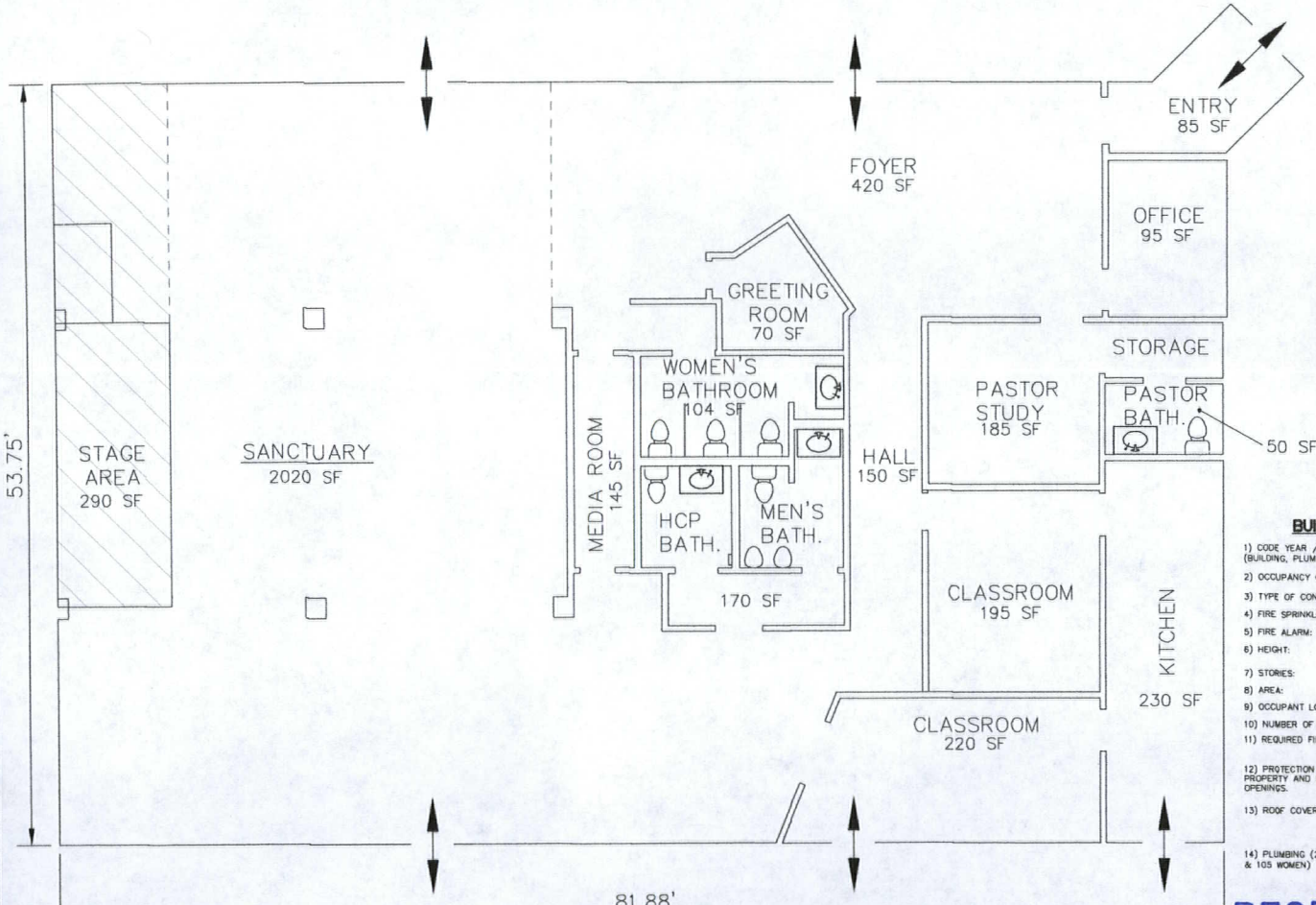
SITE PLAN WITH LANDSCAPING
RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE

CITY OF LAS VEGAS, NEVADA A.P.N.: 138-24-803-022, 032 & 033

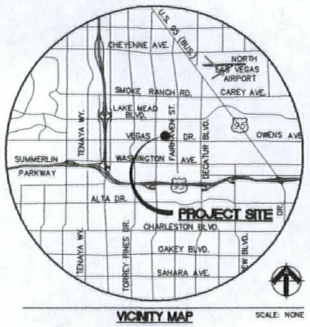
JOB No.	10035
DATE	02/23/11
VERT. SCALE	N/A
HORIZ. SCALE	1" = 20'
DRAWN BY:	JGR
CHECKED BY:	DAD
SHEET	1 of 1

VAR-41060
VAR-41216
SDR-41059

RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE
CITY OF LAS VEGAS, NEVADA
APN: 138-24-803-022 & 032



EXISTING CHURCH
RIVER OF LIFE WORD MINISTRIES
APPROXIMATE BUILDING AREA=4430 SF



VICINITY MAP

SCALE: NONE

OWNER/DEVELOPER

RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE
LAS VEGAS, NV, 89108
TEL: 702-258-9673
FAX: 702-258-9264

ZONING DATA

ZONING CLASSIFICATION: THE PROPERTY IS ZONED C-1

SETBACKS: THE CURRENT ZONING CODE REQUIRES:

FRONT: A 20 FOOT MINIMUM INTERIOR SIDE: A 10 FOOT MINIMUM
REAR: A 20 FOOT MINIMUM CORNER SIDED: A 15 FOOT MINIMUM
MAX BUILDING HEIGHT: NA (PER TITLE 19)

PARKING DATA

1 SPACE/100 SF SANCTUARY = 21 SPACES

BUILDING CODE ANALYSIS FOR PLAN SUBMITTAL

1) CODE YEAR / TYPE (BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, FIRE)	CITY ORDINANCE-2006
2) OCCUPANCY CLASSIFICATION:	A-3
3) TYPE OF CONSTRUCTION:	V-B
4) FIRE SPRINKLERS:	NO FIRE SPRINKLER SYSTEM
5) FIRE ALARM:	NO FIRE ALARM
6) HEIGHT:	ALLOWABLE: NA (TITLE 19), ACTUAL: 25 FEET 1 STORY (TABLE 503 IBC)
7) STORIES:	ALLOWABLE: 1 STORY, ACTUAL: 1 STORY
8) AREA:	ALLOWABLE: 6000 SF, ACTUAL: 4300 SF
9) OCCUPANT LOAD:	210 SEATS
10) NUMBER OF EXITS:	REQUIRED: 2, PROVIDED: 7
11) REQUIRED FIRE RESISTANCE OF EXTERIOR WALLS	TYPE V CONSTRUCTION (ANY APPROVED MATERIAL) WOOD AND STUCCO
12) PROTECTION OF OPENINGS DUE TO LOCATION ON PROPERTY AND MAXIMUM AREA OF EXTERIOR WALL OPENINGS.	THE SUBJECT BUILDING IS AT LEAST 30 FEET FROM ALL OTHER SURROUNDING STRUCTURES AND BUILDINGS.
13) ROOF COVERING MATERIAL	ALLOWABLE: EFFECTIVE AGAINST LIGHT FIRE-TEST EXPOSURE. (CLASS C) ACTUAL: HOT MOP AND SHINGLES.
14) PLUMBING (210 OCCUPANCY TOTAL, i.e., 105 MEN & 105 WOMEN)	WATER CLOSET: MEN - 1 WOMEN - 2 LAVATORY MEN - 1 WOMEN - 2 DRINKING FOUNTAIN 1

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MAR 16 2011

VAR-41060
VAR-41216
SDR-41059

S:\ENGINEERING\eng10\10035\exhibits\10035 BLDG analysis 031511.dwg 3/16/2011 8:33:30 AM PDT

Job No.
FILE No.

REUSE OF DOCUMENTS

APPROVED

REVISIONS

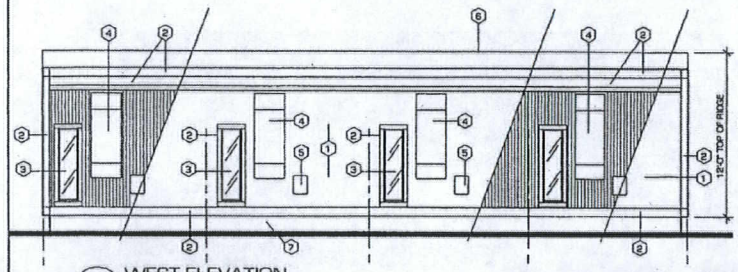
NO.	DATE	DESCRIPTION

STAMP

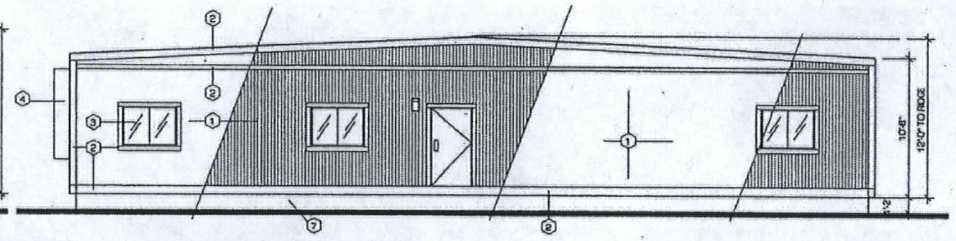
DWYER ENGINEERING INC.
CIVIL ENGINEERS LAND SURVEYORS
WATER RIGHTS LAND DEVELOPERS
7510 SMOKE RANCH RD., SUITE E
LAS VEGAS, NEVADA 89128
(702) 254-0000
fax: (702) 254-0220

BUILDING CODE ANALYSIS EXHIBIT
RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE
CITY OF LAS VEGAS, NEVADA A.P.N.: 138-24-803-022 & 032

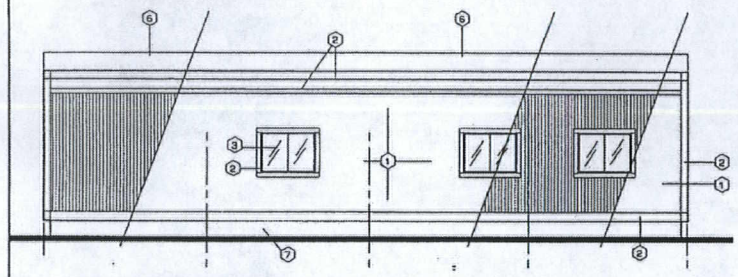
JOB No.	10035
DATE	03/16/11
VERT. SCALE	N/A
HORIZ. SCALE	1/4"= 1'
DRAWN BY:	JGR
CHECKED BY:	DAD
SHEET	1 of 1



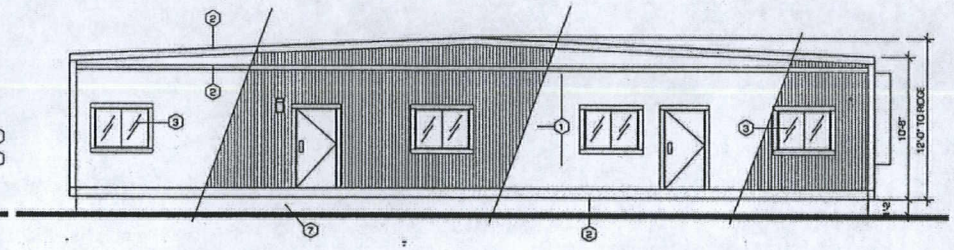
2 WEST ELEVATION
SCALE 1/4" = 1'-0"



3 SOUTH ELEVATION...ENTRY
SCALE 1/4" = 1'-0"



1 EAST ELEVATION
SCALE 1/4" = 1'-0"



4 NORTH ELEVATION
SCALE 1/4" = 1'-0"

KEY NOTES

1. EXISTING T 1-11 WOOD SIDING TO BE PAINTED " WHITE " TO MATCH COLOR OF EXISTING CHURCH BUILDING
2. EXISTING WOOD TRIM , PAINTED ACCENT COLOR " BRONZE " TO MATCH CHURCH TRIM COLOR
3. EXISTING ALUMINUM FIXED WINDOW
4. EXISTING WALL PACK A/C HEATING UNIT
5. EXISTING ELECTRICAL SERVICE ENTRANCE
6. EXISTING METAL ROOFING
7. NEW FOUNDATION , SEE STRUCTURAL PLANS

Drawings as instruments of service are the sole property of O'KEEFE Architect, and any use or reproduction in whole or impart without his written consent is strictly prohibited. Drawing and specifications remain the sole property of the design professional. Copies of the drawings and specifications retained by the client may be used only for his use and for occupying the project for which they were prepared and not for the construction of any other project.
AIC 620.700

REVISIONS	BY:
1	L.J.

OSCAR O'KEEFE ARCHITECT
10001 W. PEACE WAY , SUITE #2292
LAS VEGAS, NV 89147
PHONE: 461-4848
FAX: (702) 876-0248
E-MAIL: OOKOSCAR@AOL.COM

TITLE: CLASSROOM BUILDING ...ELEVATIONS

PROJECT: CLASSROOM BUILDING FOR " RIVER OF LIFE" WORD MINISTRIES

ADDRESS: 4944 VEGAS DRIVE
CITY OF LAS VEGAS

DRAWN: OKEEFE
CHECKED: OKEEFE
DATE: 2-14-2011
SCALE: AS SHOWN
JOB NO.
SHEET: A-2

VAR-41216
VAR-41060
SDR-41059

RECEIVED
FEB 28 2011



VAR-41060, VAR-41216 & SDR-41059 – APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE

03/03/11



VAR-41060, VAR-41216 & SDR-41059 – APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE

03/03/11



VAR-41060, VAR-41216 & SDR-41059 – APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE

03/03/11



VAR-41060, VAR-41216 & SDR-41059 – APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE

03/03/11



VAR-41060, VAR-41216 & SDR-41059 – APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES
4944 VEGAS DRIVE

03/03/11

Submitted at Planning Commission

Date 5/10/11 Item 14-16

By David Dugger

1944
RIVER OF LIFE FOR PRAYER



DWYER ENGINEERING, INC.
CIVIL ENGINEERS, LAND SURVEYORS, WATER RIGHTS, LAND USE PLANNING

March 1, 2011

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Re: River of Life Word Ministries, APN 139 24-803-022
Justification Letter for Variance & Waiver

This letter is a formal request for approval of a variance for a zero lot line setback on the rear property line of the parcel at 4944 Vegas Drive. This letter is also a request for a waiver for zero (0') foot landscaping where eight (8') feet is required on the 30' of exposed North property line and for 50' on the East & West property lines. To offset this request, two trees will be installed in the area not included in the waiver.

The adjacent properties (APN: 139-24-803-032 and 033) were created for right-of-way purposes but were never dedicated. The property owner, Nevada Escrow Services Inc., is a defunct business and the property is now addressed as Clark County, 500 S. Grand Central Parkway, Las Vegas, NV. Clark County has confirmed it is not right-of-way and suggested the Church file for adverse possession which the Church is currently doing.

The approval of the zero lot line set back and the landscape waiver will permit the existing lot to be more fully utilized.

The applicant will be providing new landscaping in the rear of the property.

We request this variance be approved.

Sincerely,
DWYER ENGINEERING, INC.

David A. Dwyer, P.E.
Principal

RECEIVED
MAR – 3 2011

VAR-41060
SDR-41059
REVISED

7310 SMOKE RANCH ROAD, SUITE E ▪ LAS VEGAS, NV 89128 ▪ (702) 254-2200 ▪ fax: (702) 254-2236
www.dwyerengineering.com ▪ email: dwyereng@lvcm.com

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41060, VAR-41216 & SDR-41059
City Council Meeting of 6/15/2011

2011 JUN -6 A 6:55
CITY CLERK

NOOROZIAN NADER
901 NOOROZIAN CT
LAS VEGAS NV 89107-3747

APN#13824803023

25 ORDFN11 89107

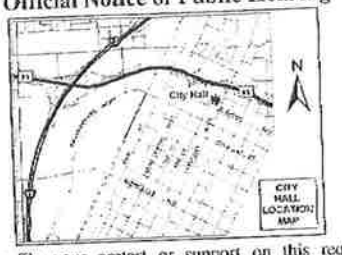
06/04/2011 SAT 13:55 [TX/RX NO 9531] 001

PAGE 01/01
D&D LAWNMAITENANCE
05/03/2011 16:43 7028770578
06/03/2011 FRI 15:51 [TX/RX NO 9529] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41060, VAR-41216 & SDR-41059

City Council Meeting of 6/15/2011

24 ORDFN1 1 89108

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41[4]
0004278218 JUN02 2011
MAILED FROM ZIP CODE 89101

SANTIAGO-REYES ARISTEO
1719 LEONARD LN
LAS VEGAS NV 89108-2369

APN#13824801014

2011 JUN -6 A 6:55

CITY CLERK

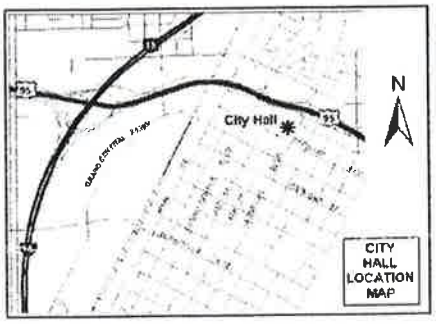
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 31 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



Applicant needs more land in order to provide parking & comply with code.

RECEIVED
APR 11 2011
CITY OF LAS VEGAS
PLANNING & DEVELO

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41060 & VAR-41216
Planning Commission Meeting of 4/12/2011

Lila Bringhurst

Case: VAR-41060
13824803016
BRINGHURST LILA
P O BOX 3041
FREMONT CA 94539-0304

93 BRDGN11 94539

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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02 1M $ 00.41⁴
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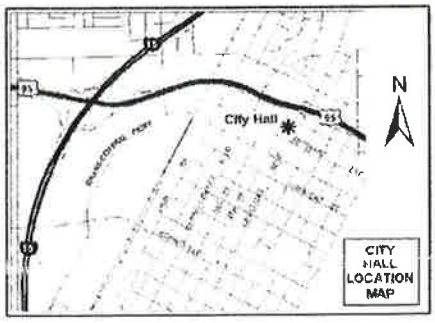

RECEIVED
APR - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41060 & VAR-41216
Planning Commission Meeting of 4/12/2011

Case: VAR-41060
13824803006
EWING MARY K
1750 LEONARD LN
LAS VEGAS NV 89108-2321

26.27

24 BRDGN11 89108

Yorgo Kagafas

From: roger parent [reachin2reachout@gmail.com]
Sent: Friday, April 15, 2011 10:24 PM
To: Yorgo Kagafas
Cc: Ricki Y. Barlow
Subject: river of life

To whom it may concern,

I live at 1695 fairhaven st. Las Vegas ,NV, 89108. My home is 2 houses down from the river of life church. I would appreciate not granting the variance's they are seeking as they are already filling the street with cars on Sundays. Their property is to small for their needs. If they need to expand they should move to a larger property rather than disregarding the codes.

Please call me with any questions

thanks,

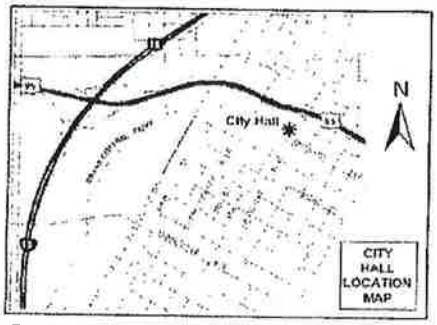
Roger Parent
702.808.9715

VAR-41060
VAR-41216

P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



RECEIVED
APR - 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41060 & VAR-41216

Planning Commission Meeting of 4/12/2011

Case: VAR-41060

13824803023
NOOROZIAN NADER
901 NOOROZIAN CT
LAS VEGAS NV 89107-3747

25 89107-3747

MEMO

TO:	City of Las Vegas Planning Department
DATE:	5/9/11
FROM:	Steve MAYNARD
SUBJECT:	River of Life Word Ministries Church VAR-41216 SDR-41059 VAR-41060

We are a neighbor of this property and we SUPPORT/OPPOSE these applications.

Address: 1581 N. DECATUR – SUNSHINE CAFE

Comments: I believe The River of Life church has added a very good quality To our area; Business wise and as good neighbors their community charity efforts have benefited many in This area when Time is of need For many. Any Questions Feel Free To call

Steve Maynard
Owner Sunshine Cafe
646-4415

RECEIVED
MAY -9 2011 19

14-16
A

City of Las Vegas Agenda Item No.: **104.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-41216 - VARIANCE RELATED TO VAR-41060 - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES - Request for a Variance TO ALLOW 11 PARKING SPACES WHERE 22 ARE REQUIRED on 0.54 acres at 4944 Vegas Drive (APN 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Justification Letter
4. Support Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-41216** APN: 138-24-803-022+032

Name of Property Owner: RIVER OF LIFE WORD MINISTRIES

Name of Applicant: RIVER OF LIFE WORD MINISTRIES

Name of Representative: THOMAS HELLUMSS

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
MAR 16 2011

Signature of Property Owner: Sullivan L Causey Sr

Print Name: Sullivan L. Causey Sr.

Subscribed and sworn before me

This 16th day of March, 2011

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
VICKIE K. DWYER
My Appointment Expires
May 1, 2011
No: 07-3000-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 4944 Vegas Drive

Project Name RIVER OF LIFE WORD MINISTRIES **Proposed Use** _____

Assessor's Parcel #(s) 138-24-803-022 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER River of Life Word Ministries **Contact** Pastor Sullivan Causey Sr.

Address 4944 Vegas Drive **Phone:** (702) 258-9673 **Fax:** (702) 258-9264

City Las Vegas **State** NV **Zip** 89108

E-mail Address _____

APPLICANT River of Life Word Ministries **Contact** Pastor Sullivan Causey Sr.

Address 4944 Vegas Drive **Phone:** (702) 258-9673 **Fax:** (702) 258-9264

City Las Vegas **State** NV **Zip** 89108

E-mail Address _____

REPRESENTATIVE DWYER ENGINEERING **Contact** THOMAS HELLUMS

Address 7310 SMOKE RANCH ROAD, SUITE E **Phone:** (702) 254-2200 **Fax:** (702) 254-2236

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address thellums@dwyerengineering.com

Property Owner Signature* Sullivan R Causey Sr

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Sullivan R. Causey, Sr.

Subscribed and sworn before me

This 16th day of March, 2011.

Victoria K Dwyer

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
VICKIE K. DWYER
My Appointment Expires
May 1, 2011
No: 07-3000-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-41216
Meeting Date:	4/12/11
Total Fee:	$830.00
Date Received:*	3-16-11
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

DWYER ENGINEERING, INC.
CIVIL ENGINEERS, LAND SURVEYORS, WATER RIGHTS, LAND USE PLANNING

March 16, 2011

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Re: River of Life Word Ministries, APN 139-24-803-022
Justification Letter for Parking Variance

Dear Sirs:

We formally request a variance to the parking requirements to allow the existing parking lot to remain in use. Currently the parking lot is used when services are held in the sanctuary.

The addition of the modular units in back will not place any additional burden on the parking lot as the modular units will be used at a different time than when the sanctuary is used.

We request this variance be approved.

Sincerely,
DWYER ENGINEERING, INC.

David A. Dwyer, P.E.
Principal

RECEIVED
MAR 16 2011

VAR-41216

7310 SMOKE RANCH ROAD, SUITE E ▪ LAS VEGAS, NV 89128 ▪ (702) 254-2200 ▪ fax: (702) 254-2236
www.dwyerengineering.com ▪ email: dwyereng@lvcm.com

Please refer to VAR-41060 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **105.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-41059 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-41060 - PUBLIC HEARING - APPLICANT/OWNER: RIVER OF LIFE WORD MINISTRIES - Request for a Site Development Plan Review FOR A PROPOSED 4,428 SQUARE-FOOT CHURCH AND A 2,880 SQUARE-FOOT MODULAR CLASSROOM BUILDING WITH WAIVERS TO ALLOW NO LANDSCAPE BUFFERS ALONG THE NORTH, EAST AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED AND A FIVE FOOT WIDE LANDSCAPE BUFFER ALONG THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED on 0.54 acres at 4944 Vegas Drive (APN 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Support Postcards
4. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SDR-41059

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-41059 APN: 138-24-803-022

Name of Property Owner: RIVER OF LIFE WORD MINISTRIES

Name of Applicant: RIVER OF LIFE WORD MINISTRIES

Name of Representative: THOMAS HELLUMSS

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: Sullivan R. Causey Sr

Print Name: Sullivan R. Causey, Sr.

Subscribed and sworn before me

This 16th day of March, 20 11

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
VICKIE K. DWYER
My Appointment Expires
May 1, 2011
No: 07-3000-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SITE Development PLAN Review

Project Address (Location) 4944 Vegas Drive

Project Name RIVER OF LIFE WORD MINISTRIES **Proposed Use** CHURCH

Assessor's Parcel #(s) 138-24-803-022 **Ward #** 5

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .53 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER River of Life Word Ministries **Contact** Pastor Sullivan Causey Sr.

Address 4944 Vegas Drive **Phone:** (702) 258-9673 **Fax:** (702) 258-9264

City Las Vegas **State** NV **Zip** 89108

E-mail Address _____

APPLICANT River of Life Word Ministries **Contact** Pastor Sullivan Causey Sr.

Address 4944 Vegas Drive **Phone:** (702) 258-9673 **Fax:** (702) 258-9264

City Las Vegas **State** NV **Zip** 89108

E-mail Address _____

REPRESENTATIVE DWYER ENGINEERING **Contact** THOMAS HELLUMS

Address 7310 SMOKE RANCH ROAD, SUITE E **Phone:** (702) 254-2200 **Fax:** (702) 254-2236

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address thellums@dwyerengineering.com

Property Owner Signature* Sullivan R Causey Sr

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Sullivan R. Causey, Sr.

Subscribed and sworn before me

This 16th day of March, 20 11.

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
VICKIE K. DWYER
My Appointment Expires
May 1, 2011
No: 07-3000-1

FOR DEPARTMENT USE ONLY

Case #	SDR-41059
Meeting Date:	4-12-11 PC
Total Fee:	$1,030
Date Received:*	2-28-11
Received By:	Greg K.

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

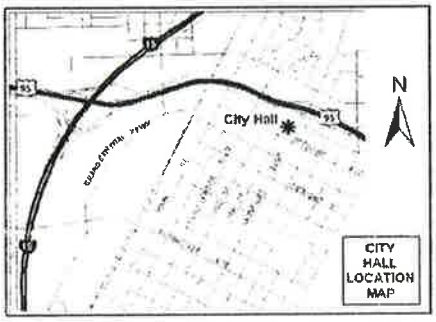
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 31 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



How can the city allow so many variances for one project!

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APR 11 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41059
Planning Commission Meeting of 4/12/2011

Lila Bringhurst

Case: SDR-41059
13824803016
BRINGHURST LILA
P O BOX 3041
FREMONT CA 94539-0304

94 89044 94539

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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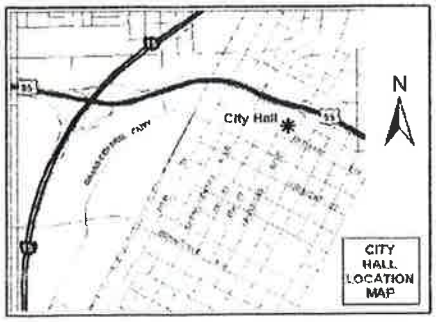

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PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41059
Planning Commission Meeting of 4/12/2011

Case: SDR-41059
13824803006
EWING MARY K
1750 LEONARD LN
LAS VEGAS NV 89108-2321

24 89044 89108

Yorgo Kagafas

From: roger parent [reachin2reachout@gmail.com]
Sent: Friday, April 15, 2011 10:24 PM
To: Yorgo Kagafas
Cc: Ricki Y. Barlow
Subject: river of life

To whom it may concern,

I live at 1695 fairhaven st. Las Vegas ,NV, 89108. My home is 2 houses down from the river of life church. I would appreciate not granting the variance's they are seeking as they are already filling the street with cars on Sundays. Their property is to small for their needs. If they need to expand they should move to a larger property rather than disregarding the codes.

Please call me with any questions

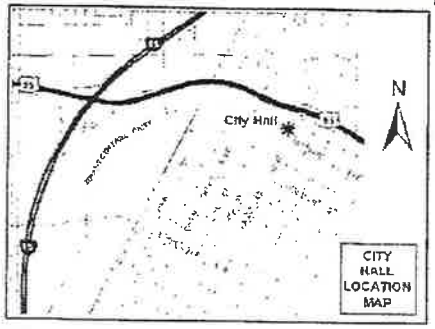
thanks,

Roger Parent
702.808.9715

SDR-41059
P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41059

Planning Commission Meeting of 4/12/2011

RECEIVED
APR - 5 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-41059

13824803023
NOOROZIAN NADER
901 NOOROZIAN CT
LAS VEGAS NV 89107-3747

25 89044 89107

Please refer to VAR-41060 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **106.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

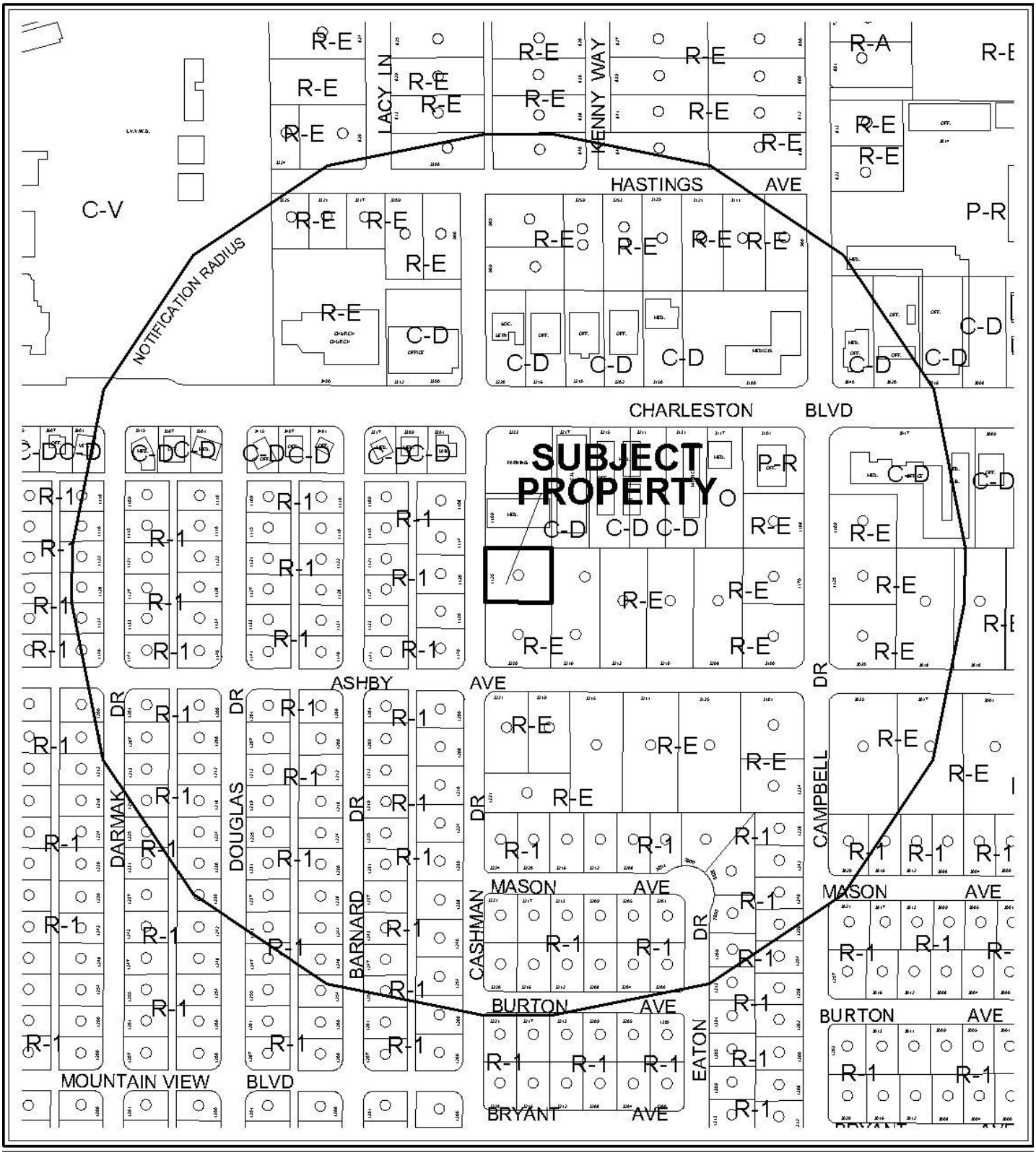
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-41321 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**9**
City Council Meeting	**3**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Item VAR-41321



CASE: **VAR-41321**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

0 300 600 Feet

N



CASE: **VAR-41321**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JOHNNY PAPPAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-41321	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

VAR-41321 CONDITIONS

Planning

1. An administrative review shall be required one year after issuance of a building permit.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to install a carport adjacent to the north side of the residence at 1125 Cashman Drive. This is a single-family residence in an R-E (Residence Estates) zoning district. The property has a previously approved Variance for reduced side yard setbacks on the south side of the property for the expansion of a garage. The applicant states that he has a large collection of classic automobiles and requires the structure to protect them from the elements. He also states that this request would improve the appearance of his residence by removing automobiles from the semi-circular front driveway.

No evidence of a hardship has been presented to justify the requested variance. A variance has already been approved for a similar reason on the south side of the property. For these reasons, staff recommends denial. If denied, the existing structure would need to be removed.

ISSUES

- A Variance is required to permit a zero-foot side yard setback where three feet is the minimum required and to allow zero feet between buildings where a minimum of six feet is required.
- A side yard setback Variance has previously been approved for a garage expansion on the south side of the property.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/19/02	The City Council approved a General Plan Amendment (GPA-0047-01) to amend portions of the Southeast Sector map of the General Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from SC (Service Commercial) to O (Office); from R (Rural Density Residential) to DR (Desert Rural Density Residential); from O (Office) to DR (Desert Rural Density Residential) and from L (Low Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval.
10/27/92	The Board of Adjustments approved Variance (V-0144-92) for the addition of a garage with a four-foot side yard setback where 10 feet was the minimum permitted at 1125 Cashman Drive. Staff recommended denial.
01/04/11	The City of Las Vegas Code Enforcement issued a notice of violation (#97078) for building a carport without a building permit. The case is currently open and pending the results of a Variance request.

YK

05/10/11	The Planning Commission voted (6-1/tm) to recommend APPROVAL (PC Agenda Item 23/yk).

Most Recent Change of Ownership	
04/08/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No relevant activity on file.

Pre-Application Meeting	
03/04/11	Staff reviewed the requirements for a Variance application with the applicant for an Accessory Structure (Class II) with reduced side yard setbacks.

Neighborhood Meeting
No neighborhood meeting was required, nor was one held.

Field Check	
03/31/11	Staff visited the site and found several vehicles parked in the driveway with one on jacks being repaired. A steel framed structure has been installed without permits where the setback Variance is needed.

Details of Application Request	
Site Area	
Net Acres	0.48

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Medical Office	O (Office)	C-D (Designed Commercial)
South	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

YK

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
A-O (Airport Overlay) District-175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District	X		N
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060 , the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	20,800 SF	Y
Min. Lot Width	100 Feet	130 Feet	Y
Min. Setbacks (Accessory Structures)			
• Front	N/A	N/A	N/A
• Side	3 Feet	0 Feet	N
• Corner	N/A	N/A	N/A
• Rear	3 Feet	70 Feet	Y
Min. Distance Between Buildings	6 Feet	0 Feet	N
Max. Building Height	35 Feet or two stories but no higher than primary structure	12 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Cashman Drive	N/A	N/A	50	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	*Gross Floor Area or Number of Units*	*Required*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family Residential	One Unit	Two unimpeded spaces	2				
TOTAL SPACES REQUIRED			2		3		Y

YK

ANALYSIS

The proposed project will not impact the Airport Overlay that exists. The property is also in the Rural Preservation Overlay District where the intent is to maintain less intense residential uses then normally found in urban areas. Reducing the side yard setback does not foster this goal as reduced setbacks will provide an appearance of greater density in the area.

This property has already been granted a Variance to reduce the side yard setback to expand the garage on the south side of the property. That Variance was to allow a three-foot setback where 10 feet was the minimum permitted. The reason given at the time was to house the applicant's collection of classic cars. Ownership has since changed to the current applicant who is applying for a similar Variance for the north side of the property for the same reason.

The steel frame of the proposed structure has already been installed without a building permit. The applicant was cited for installing a structure without the proper permits. When the applicant applied for the permits, he was denied due to not providing the minimum side yard setback of three feet nor the minimum six-foot distance separation from the primary dwelling. The applicant is requesting a Variance for both.

If the request were to be granted, it would leave only a three-foot wide path to the rear of the property. This could become problematic in case of an emergency. The proposed structure will also have an industrial aesthetic that does not match the primary dwellings architectural style and will be visible from the public right-of-way.

An alternative would be to extend the driveway along the north side of the property to the rear yard and install the structure where all setbacks could be maintained and would not be visible from the right-of-way. Therefore, staff recommends denial, since an alternative is available and no evidence of hardship has been provided.

FINDINGS (VAR-41321)

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 that does not meet the minimum side yard setback and is not aesthetically compatible with the primary structure. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 203 (By City Clerk)

APPROVALS 2

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-41321** APN: 162-05-112-017

Name of Property Owner: Johnny Pappas

Name of Applicant: Johnny Pappas

Name of Representative: Nanette Ellis

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: John Pappas

Print Name: Johnny Pappas

Subscribed and sworn before me

This 22 day of March, 2011

Tania Ertel

Notary Public in and for said County and State

TANIA ERTEL
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-20-2012
Certificate No: 04-89578-1

RECEIVED
MAR 28 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 1125 Cashman Dr., Las Vegas, Nv 89102.

Project Name _____ **Proposed Use** Residential

Assessor's Parcel #(s) 162-05-112-017 **Ward #** _____

General Plan: existing Res. proposed _____ **Zoning:** existing Res. proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Johnny Pappas **Contact** Nanette Ellis
Address 1125 Cashman Dr. **Phone:** 702-327-3953 **Fax:** _____
City Las Vegas, Nevada **State** _____ **Zip** 89102
E-mail Address ellisrealty55@gmail.com

APPLICANT Johnny Pappas **Contact** Nanette Ellis
Address 1125 Cashman Drive **Phone:** 7023273953 **Fax:** _____
City Las Vegas **State** Nv **Zip** 89102
E-mail Address ellisrealty55@gmail.com

REPRESENTATIVE Nanette Ellis **Contact** Nanette Ellis
Address 1125 Cashman Drive **Phone:** 702-327-3953 **Fax:** _____
City Las Vegas **State** Nv **Zip** 89102
E-mail Address ellisrealty55@gmail.com

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Johnny Pappas

RECEIVED
MAR 28 2011

Subscribed and sworn before me

This 22 day of March, 20 11.

Tania Ertel

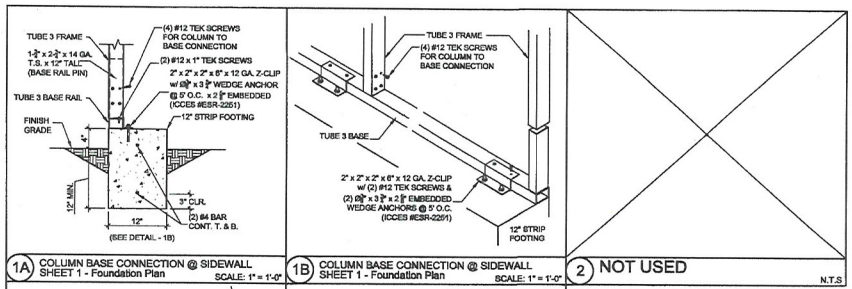
Notary Public in and for said County and State

TANIA ERTEL
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-20-2012
Certificate No: 04-89578-1

FOR DEPARTMENT USE ONLY

Case #	VAR-41321
Meeting Date:	5/10/11
Total Fee:	$830
Date Accepted:	3/28/11
Accepted By:	BJS

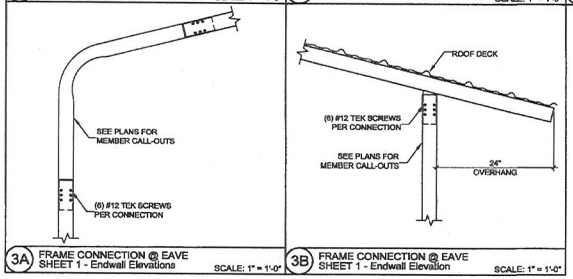
The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



1A COLUMN BASE CONNECTION @ SIDEWALL
SHEET 1 - Foundation Plan
SCALE: 1" = 1'-0"

1B COLUMN BASE CONNECTION @ SIDEWALL
SHEET 1 - Foundation Plan
SCALE: 1" = 1'-0"

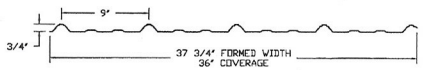
2 NOT USED



3A FRAME CONNECTION @ EAVE
SHEET 1 - Endwall Elevations
SCALE: 1" = 1'-0"

3B FRAME CONNECTION @ EAVE
SHEET 1 - Endwall Elevation
SCALE: 1" = 1'-0"

SCHEDULE:		
ROOF	29 GA. GRANDRIB 3	GRADE 80
TUBE 3	2" X 2" X 14 GA. TUBE	Fy = 65 ksi.
TUBE 3	2" X 3" X 15 GA. TUBE	Fy = 65 ksi.
FOUNDATIONS:		
STRIP FOOTINGS	WIDTH	DEPTH
	12"	12"



29 GA., GRANDRIB 3
Ix=.010 in.^4/ft.
Sx=.0160 in.^3/ft.
Fy=80 ksi.
DECK PROFILE



2" x 3" x 14 GA. TS
Ix=0.881 in.^4/ft.
Sx=0.587 in.^3/ft.
Fy=55 ksi.
TUBE 3

2" x 3" x 15 GA. TS
Ix=0.896 in.^4/ft.
Sx=0.598 in.^3/ft.
Fy=65 ksi.
TUBE 3

GENERAL STRUCTURAL NOTES

1 CODE:
2006 International Building Code
2002 American Iron and Steel Institute Handbook of Cold-Formed Steel Design

2 Loads:
Roof Live Load = 20 PSF

Basic Wind Speed = 90 mph , Importants Factor (I) = 1.0 , Exposure = C

Seismic Use Group = I, Seismic Design Category = D, R = 3.5
Basic Seismic – force – resisting System:
Lateral : Light framed walls with shear panels.
Longitudinal: Light framed walls with shear panels.
Analysis Proceedure: Equivalent Lateral Force Procedure

3 Foundations:
Allowable soil bearing value is 1000 PSF at 12" below finish grade or existing natural grade, whichever is the lower elevation. Round or square column footing embedment depths for footings do not apply to locations where walls of the hole will not stand without supplemental support, or where UNCOMPACTED fill of organic fill material exists. Design lateral soil pressure per IBC section 1804.2 for Class 5 soils.

Note:
In lieu of 4" A.B.C., the slab may be built upon an adequate base material that is properly compacted. Undersigned Engineer assumes no responsibility for the adequacy of the sub base.

4 Concrete:
All concrete herein required shall be done in accordance with ACI Standard 318–05, "Specifications for Structural Concrete for Buildings", which is hereby made a part of these documents, with the following modifications:

Para 2.1.2 Cement shall comply with ASTM C150, Type II, and shall contain no flyash.
Para 3.2 F'c shall be 2,500 PSI minimum for all concrete at 28 days for all concrete.
Para 4.1.3 The use of earth cuts for forms is permitted.
Para 5.2 Reinforcing shall be new billeted steel complying with ASTM A615, Grade 40.

Concrete shall be thoroughly consolidated by suitable means during placement and shall be thoroughly worked around reinforcement and embedded fixtures and into corners of the forms.
Curing of concrete shall be in accordance with sections 1905.11.1 through 1905.11.3.

5 Structural Steel:
All structural steel shall be ASTM A36 (Fy=36,000 PSI) or ASTM A 572 GRADE 50 (Fy=50,000PSI); All pipe shall be ASTM A 501 (Fy= 36,000 PSI) or ASTM A53, Type 'E' or 'S' grade 'B' (Fy= 36,000 PSI). All tubular steel shall be ASTM a500 (Fy=46,000 PSI). All bolts shall be ASTM A325. Latest AISC and AWS codes apply. All construction per latest AISC handbook. All expansion bolts to have current I.C.C.E.S. approval.

All welding to be performed at Absolute Steel's fabrication shop by welders holding valid certificates, and having current experience in welding as required. Certificates shall be those issued by an accepted testing agency. All welding per American Welding Society Standards.
All welding by E70 series low hydrogen rods. (Use E90 for ASTM A706 – grade 40 reinforcing bars).

DO NOT DRILL, NOTCH, OR FIELD WELD ANY STEEL MEMBERS WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.

6 Drawing sealing requirement
These drawings are to be wet sealed by the engineer. All copies shall bear wet seals.
If a copy of this drawing is disturbed without the proper wet seal the drawing is considered invalid. The duplication or copying of this drawing could mean the original drawing has been modified from its original content. All liability is removed from the below wet sealed.

7 Steel Decking / Screw Fasteners:
Steel roof deck shall conform to the specifications of the steel deck institute. FY = 80 KSI.
Screw connections to framing members shall be not less than noted below:
1. All Panel End Laps use (6) #12–14 screws per sheet. All Panel Intermediate supports use (3) #12–14 screws per sheet.
2. Panel to run continuous over minimum two spans
3. Minimum spacing of screws shall not be less than 3 diameters.
4. The head of the screw or washer shall have a diameter, de of not less than 5/16" washers shall be at least 0.05 "thick"
5. Wall Construction: #12 screws @ 9" o.c. field, and 4 1/2" o.c. edges (ICC–ES APPROVED).

All screws shall conform to SAE J78 provisions of structural screws.

8 Light Gauge Structural Steel Framing:
All structural steel framing material and its erection shall be in accordance with the latest edition of the American Iron and Steel Institute "Specifications for the Design of Cold Formed Steel Structural Members".

All welding to be performed at Absolute Steel's fabrication shop by welders holding valid certificates, and having current experience in welding as required. Certificates shall be those issued by an accepted testing agency. All welding per American Welding Society Standards.

DO NOT DRILL, NOTCH, OR FIELD WELD ANY STEEL MEMBERS WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.

Structural steel members are furnished to a specified minimum yield point greater than 55 KSI. The grade and the ASTM specification number or other specification designation shall be indicated by painting, decal, tagging or other suitable means on each lift or bundle of fabricated elements.

Gage No.	12	14	16	18	20	22	24	26	29	30
Design Thickness, Inches	0.1046	0.0747	0.0598	0.0478	0.0359	0.0299	0.0239	0.0179	0.0135	0.0120

9 Contractor:
The contractor must submit in writing any requests for modifications to the plans and specifications and no structural changes from the approved plans shall be made in the field, unless prior to making changes, written approval is obtained from the engineer. Shop drawings submitted the engineer for review do not constitute "in writing" unless it is noted that specific changes are being requested. If changes are made without written approval, such changes shall be the legal and financial responsibility of the contractor or sub–contractors involved and it shall be their responsibility to replace or repair the condition as directed by the engineer.

Contractor shall provide all temporary bracing, shoring, guying or other means to avoid excessive stresses and to hold structural elements in place during erection. The provisions shall remain in position until sufficient permanent members are erected to insure the safety of the partially erected structures. The contract structural drawings and specifications represent the finished structure. Observation visits to the site by the structural engineer shall not include inspection of the above items.

The above notes and specifications shall meet or exceed all state and local code requirements before erection.

The undersigned engineer will not supervise the fabrication or erection of this structure.

RECEIVED
MAR 28 2011

DOUGLAS M. MCNALLEN
Exp. 12/31/11
CIVIL
NEVADA PROFESSIONAL ENGINEER
No. 010751

1/2/11

ABSOLUTE STEEL
5001 East Mitchell Road · Chandler, AZ 85226 · 480-785-1818

ABSOLUTE STEEL
16' x 35' x 11'" SONORAN CARPORT
John Pappas
1125 Cashman Drive
Las Vegas, NV 89102

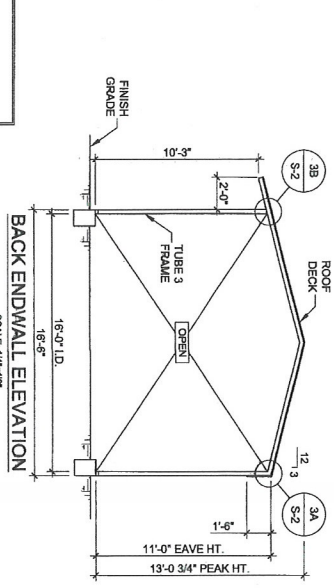
PROFILES, & DETAILS

DESIGN: FSJR
DRAWN: MD
CHECK: KM
DATE: 11/16/10

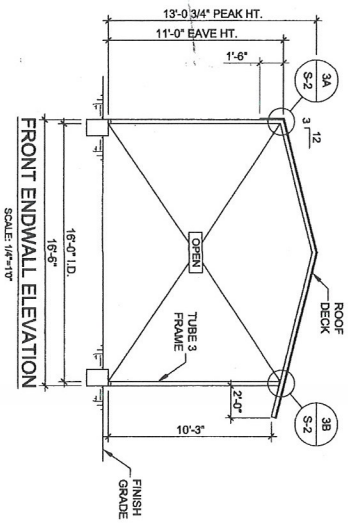
SHEET 2 OF 2
JOB 1-7444

VAR-41321

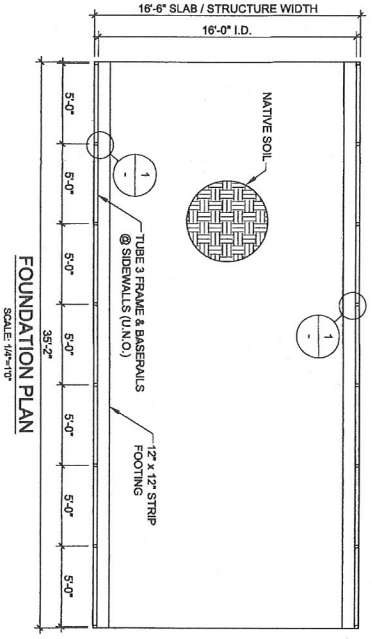
SCHEDULE:		
ROOF	29 GA. GRANDRIB 3	GRADE 80
TUBE 3	2" X 2" X 14 GA. TUBE	Fy = 85 ksi.
TUBE 3	2" X 3" X 16 GA. TUBE	Fy = 65 ksi.
FOUNDATIONS:		
STRIP FOOTINGS	WIDTH 12"	DEPTH 12"



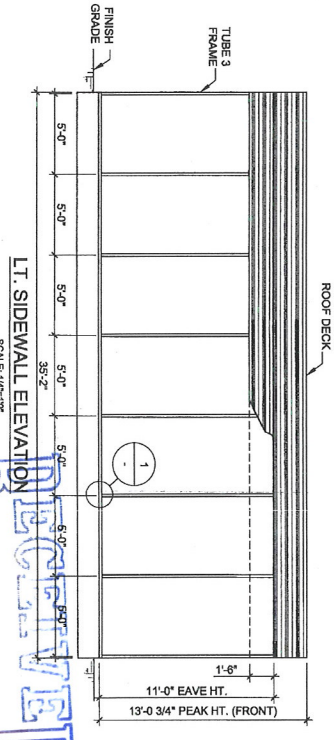
BACK ENDWALL ELEVATION
SCALE: 1/4"=1'0"



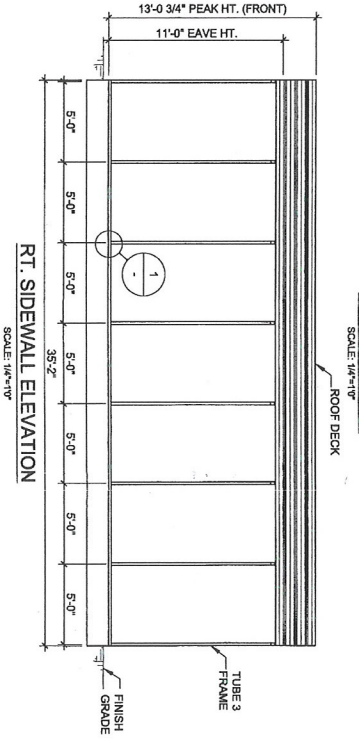
FRONT ENDWALL ELEVATION
SCALE: 1/4"=1'0"



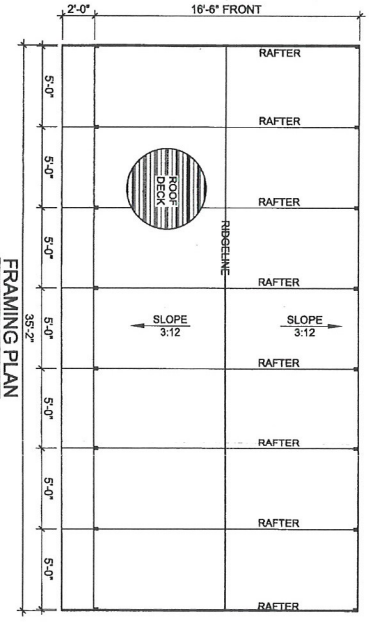
FOUNDATION PLAN
SCALE: 1/4"=1'0"



LT. SIDEWALL ELEVATION
SCALE: 1/4"=1'0"



RT. SIDEWALL ELEVATION
SCALE: 1/4"=1'0"



FRAMING PLAN
SCALE: 1/4"=1'0"

RECEIVED
MAR 28 2011

VAR-41321

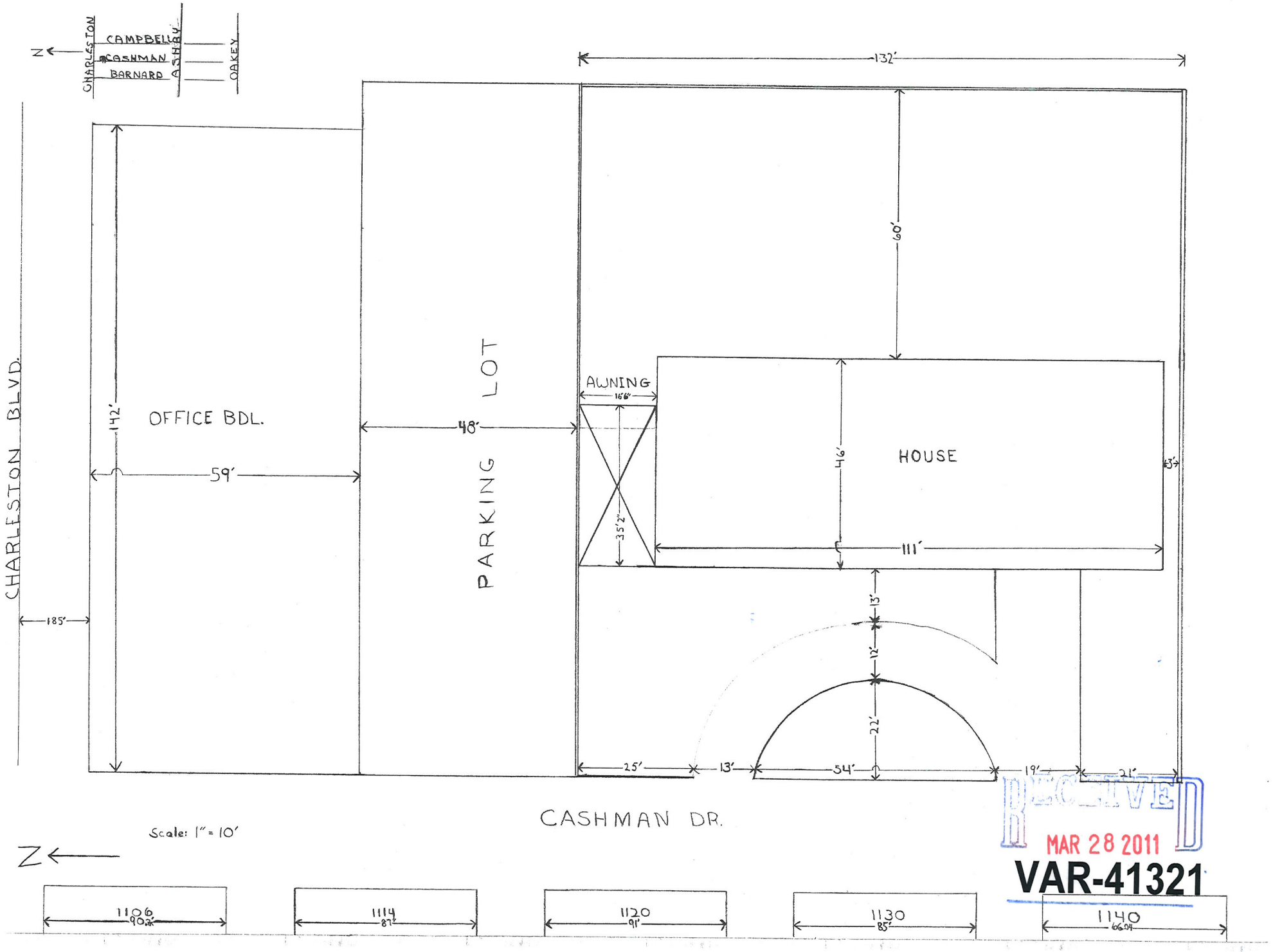


SHEET	DESIGN:	FSJR
1	DRAWN:	MD
OF 2	CHECK:	KM
JOB I-7444	DATE:	11/16/10

FRAMING PLAN, FOUNDATION PLAN, & ELEVATIONS

ABSOLUTE STEEL
16' x 35' x 11'" SONORAN CARPORT
John Pappas
1125 Cashman Drive
Las Vegas, NV 89102

ABSOLUTE STEEL
5908 East Mineral Road : Gaudalupe, AZ 85283 - 480-768-1818



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MAR 28 2011
VAR-41321



VAR-41321 - APPLICANT/OWNER: JOHNNY PAPPAS
1125 CASHMAN DRIVE

03/31/11



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03/31/11



VAR-41321 - APPLICANT/OWNER: JOHNNY PAPPAS
1125 CASHMAN DRIVE

03/31/11



VAR-41321 - APPLICANT/OWNER: JOHNNY PAPPAS
1125 CASHMAN DRIVE

03/31/11



VAR-41321 - APPLICANT/OWNER: JOHNNY PAPPAS
1125 CASHMAN DRIVE

03/31/11

TO City Las Vegas Planning & Development
333 N. Rancho
Las Vegas, Nevada

February 15, 2011

RE: Justification letter
Property location: 1125 Cashman Drive
Las Vegas, Nv 89102

To Whom It May Concern:

This letter is to serve as the justification for the non attached steel shade building on the North side of my house.

This structure is for shade of my vehicles and to take them from the driveway thereby making the front of my house look nicer without the clutter of vehicles.

Should you have any questions please do not hesitate to contact me at 702-327-3953.

Sincerely,

Johnny J Pappas

RECEIVED
MAR 28 2011

VAR-41321

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN02 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321
City Council Meeting of 6/15/2011

2011 JUN -6 P 2:

RECEIVED CITY CLERK

DAVIS JUANITA L
2657 WINDMILL PKWY #384
HENDERSON NV 89074-3384

APN#16205114003

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN02 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-41321
City Council Meeting of 6/15/2011

2011 JUN -6 P 1:43
CITY CLERK

KATIC LISA MARIE & BOSKI
1201 BARNARD DR
LAS VEGAS NV 89102-1803

APN#16205114016

32 DRDFM11 89102

Application Information

VAR-41321 - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian).

OF COURSE IT ISN'T COMPATIBLE - LOOK AT HIS HOUSE (11) HAH

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***June 15, 2011***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

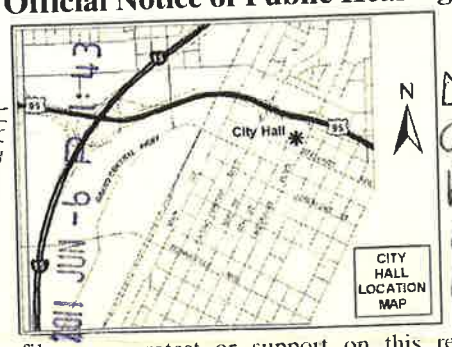
Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

HE IS TURNING THIS RESIDENTIAL NEIGHBORHOOD IN TO TRASH. IT LOOKS LIKE A USED CAR DEALERSHIP CARS & PEOPLE IN + OUT ALL DAY

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED CITY CLERK 2011 JUN -6 P 1:43

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321

City Council Meeting of 6/15/2011

DO NOT APPROVE PLEASE

32 DRDFN11 89102

PPAS - Request
QUARE-FOOT
ZERO-FOOT
S REQUIRED,
E PRIMARY
AND WHICH
WITH THE
Cashman Drive
Zone, Ward 1

Application Location



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Public Hearing Information

Meeting:	City Council
Date:	***June 15, 2011***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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ise call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

HE IS REPAIRING CARS IN THE 3 CAR GARAGE. STOP IT PLEASE

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004279218
$ 00.41⁴
JUN02 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321
City Council Meeting of 6/15/2011

2011 JUN -6 A 6:56
CITY CLERK

ALDON
3202 W CHARLESTON BLVD
LAS VEGAS NV 89102-1932

APN#13932403012

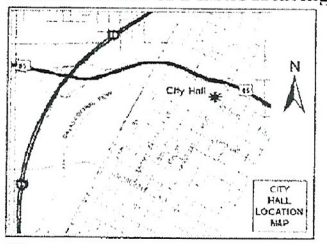
06/03/2011 FRI 13:51 [TX/RX NO 9526] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

p.1
702 361 5443
May 01 11 11:23a serge

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321

Planning Commission Meeting of 5/10/2011

Case: VAR-41321

16205113019
BARRELLO LOURDES & MANUEL
7854 WISHING WELL RD
LAS VEGAS NV 89123-2013

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MAY - 2 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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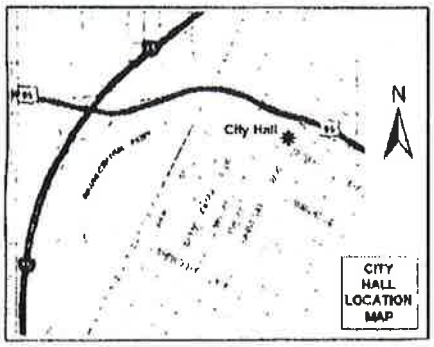

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Please use available blank space on card for your comments.

VAR-41321
Planning Commission Meeting of 5/10/2011

Case VAR-41321
16205110038
MALIGNAGGI CARMEL 2010 REV TR
70 PATRICIA DR
NEW CITY NY 10956-2009

4 BRDFN11 10956

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MAY -4 2011

23P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAILED FROM ZIP CODE 89101

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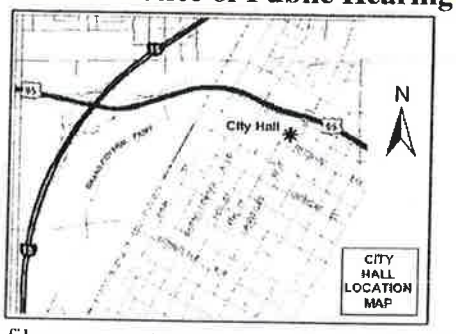
Official Notice of Public Hearing



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VAR-41321
Planning Commission Meeting of 5/10/2011

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MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321

16205114005
EMMINGER PETER M
1813 STONEHAVEN DR
LAS VEGAS NV 89108-2051

24 BRDFM11 89106

Application Information

VAR-41321 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian).

I would request that any approved structure be required to "fit in" and be compatible with the main house and neighborhood.

Peter Emminger

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *May 10, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

23P

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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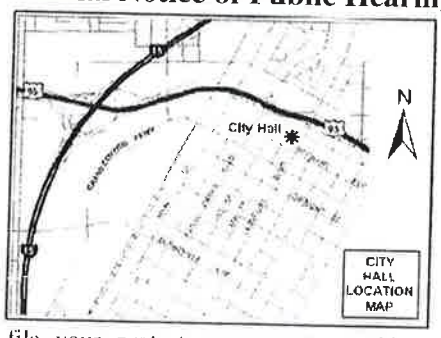

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321
Planning Commission Meeting of 5/10/2011

16205213002 Case: VAR-41321
PITZER DOUGLAS & DOROTHY LIV TR
3216 BURTON AVE
LAS VEGAS NV 89102-2056

32 BRDFN1 89102

Application Information

VAR-41321 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian).

This House looks to us like he is running a business in a residential area - Too many cars - Too many men around. Needs Cleaned UP!!!

Application Location



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Public Hearing Information

Meeting: Planning Commission
Date: *May 10, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

23P

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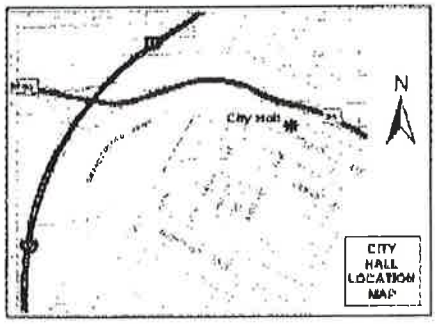
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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VAR-41321

Planning Commission Meeting of 5/10/2011

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MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321
16205116005
O'HARA STEPHEN G SR
840 S RANCHO #4-562
LAS VEGAS NV 89106-3837

23P

26 BRDFN11 89106

May-07-11 05:53P O'Hara 702 877 9709 P.01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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VAR-41321
Planning Commission Meeting of 5/10/2011

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MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321
16205213003
HUMPHREY JOHN E & MARY L
3212 BURTON AVE
LAS VEGAS NV 89102-2056

32 8RDFM11 89102

Application Information

VAR-41321 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian).

THIS PROPERTY LOOKS LIKE A JUNKYARD NOW. I SUSPECT THE ADDITION OF AN "ACCESSORY STRUCTURE" WILL RESULT IN MORE OF THE SAME.

Application Location



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Public Hearing Information

Meeting:	Planning Commission
Date:	***May 10, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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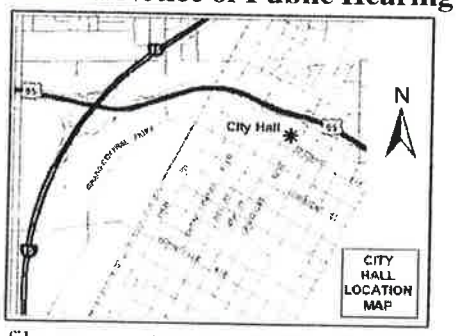

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41321
Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321

16205116012
STARBUCK RENATE R
3205 MASON AVE
LAS VEGAS NV 89102-1936

32 BRDFN11 89102

Application Information

VAR-41321 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian).

FRONT YARD FULL OF CARS WITH MISSING PARTS. ALL DEAD GRASS. USED AS A BODY SHOP

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*May 10, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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23P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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0004279218 APR 28 2011
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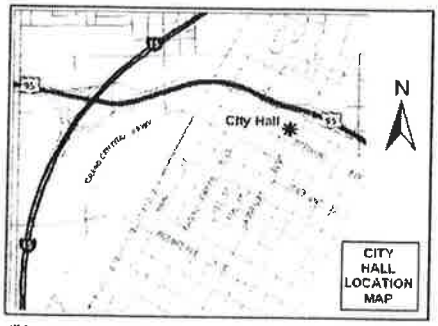
Official Notice of Public Hearing



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MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321
Planning Commission Meeting of 5/10/2011

Case: VAR-41321
16205116011
STARBUCK RENATA
3205 MASON
LAS VEGAS NV 89102-1936

32 8RDFM11 89102

Application Information

VAR-41321 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - Request for a Variance TO ALLOW AN EXISTING 595 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED, ZERO FEET OF SEPARATION FROM THE PRIMARY STRUCTURE WHERE SIX FEET IS REQUIRED, AND WHICH IS NOT AESTHETICALLY COMPATIBLE WITH THE PRIMARY STRUCTURE on 0.48 acres at 1125 Cashman Drive (APN 162-05-112-017), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). FRONT YARD FULL of DEAD LANDSCAPING FULL of CARS JACKED UP AND WITH MISSING PARTS — NOT ZONED FOR CAR BODY SHOP

Application Location



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Public Hearing Information

Meeting: Planning Commission
Date: *May 10, 2011*
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23P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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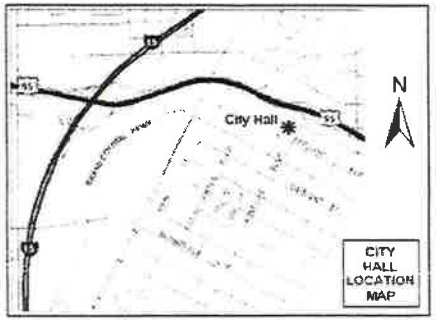
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41321

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

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0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

RECEIVED
MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

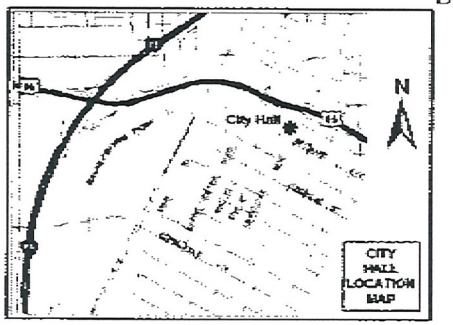
Case: VAR-41321
16205116015
DEMPSEY WILLIAM & BEVERLY LIV TR
3217 MASON AVE
LAS VEGAS NV 89102-1936

32 BRDFN11 89102

23P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
FITNEY BOWES
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0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

Case: VAR-41321

16205112017
PAPPAS JOHNNY J
1125 CASHMAN DR
LAS VEGAS NV 89102-1911

32 BRDFN11 89102

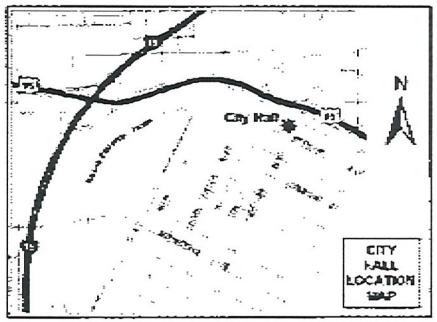
RECEIVED
MAY - 2 2011

23A

MAY-2-2011 02:31 FROM: TO:3857268 P.1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321

Planning Commission Meeting of 5/10/2011

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234

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

Case VAR-41321
16205111010
K M X I 2000 LIVING TRUST
1125 CASHMAN DR
LAS VEGAS NV 89102-1911

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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PITNEY BOWES
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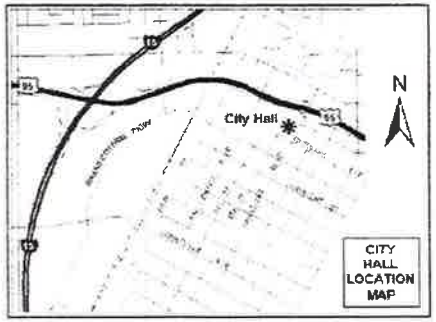
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321
16205210021
JACKSON SHELLEY KAY
1247 DOUGLAS DR
LAS VEGAS NV 89102-1815

89102 BRDFN11

23A

City of Las Vegas Agenda Item No.: **107.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

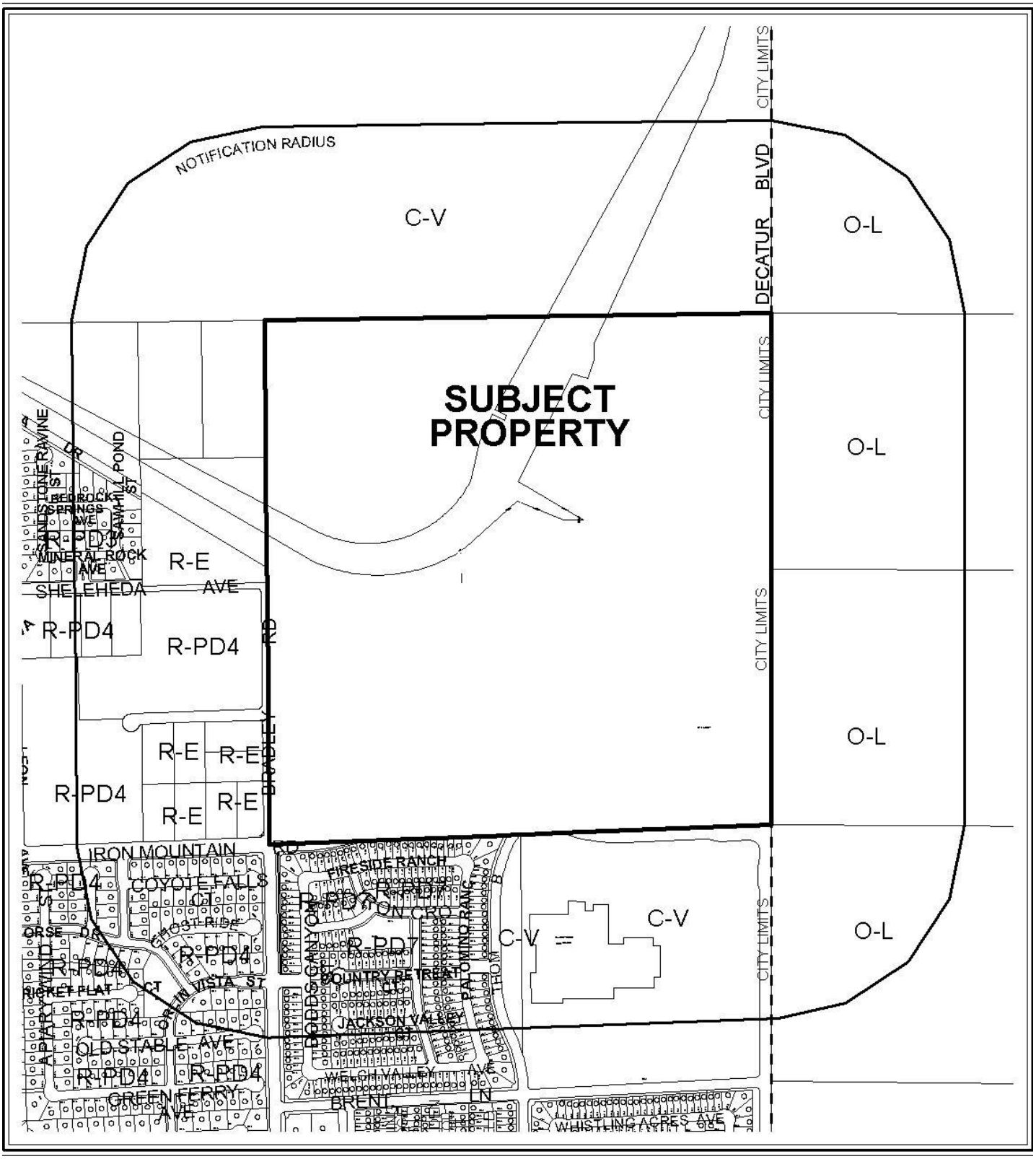
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-41549 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY - OWNER: US DEPT OF INTERIOR- BLM - Request for a Required Review of a previously approved Review of Condition (ROC-2137) THAT ALLOWED THE DEFERMENT OF THE REQUIRED LANDSCAPING ALONG THE EAST, NORTH, AND WEST SIDES OF THE SITE adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard (APN 125-01-701-001), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

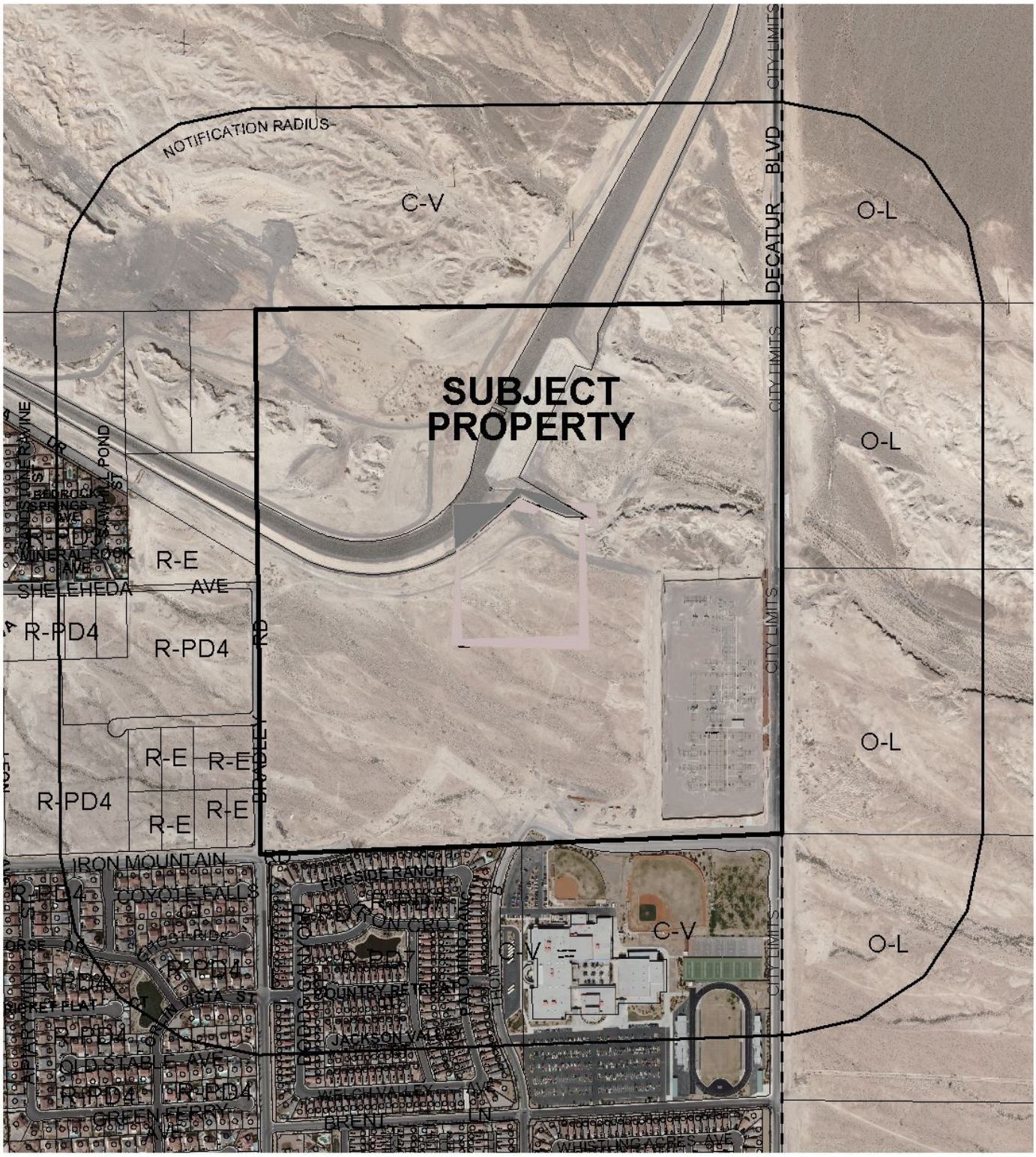
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for RQR-34327
5. Justification Letter



CASE: **RQR-41549**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



CASE: **RQR-41549**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NEVADA POWER COMPANY DBA NV ENERGY - OWNER: US DEPT OF INTERIOR- BLM

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-41549	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

RQR-41549 CONDITIONS

Planning

1. This Review of Condition (ROC-2137) shall be placed on an agenda closest to June 15, 2013 at which time the City Council may require the applicant to comply with the site requirements of Site Development Plan Review [Z-0095-91(1)]. The applicant shall be responsible for the notification costs of the review. Failure to pay the City for these costs may result in cessation of the use.

2. Conformance to the conditions of approval for Site Development Plan Review [Z-0095-91(1)] and all subsequent site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has a Nevada Power Electrical Switching Substation on a portion of the property located at the corner of Decatur Boulevard and Iron Mountain Road; the remaining land is undeveloped. This application is in response to a Required Review of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north and west sides of the property adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard.

Since the last Required Review (RQR-34327) on July 15, 2009, the applicant has completed the required landscaping along the south and east property lines. The applicant is requesting to continue the deferment of the required landscaping along the west and north sides of the property for an additional five years as the Bureau of Land Management (BLM) has not yet reached a final determination of the outcome of the Conservation Transfer Area (CTA) nor has there been a final decision regarding the boundaries of the proposed Ice Age Park.

Staff is recommending approval of this Required Review with a two-year time limit to assess the status of the potential development being considered for the adjoining property.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/26/97	The Planning Commission approved a request for a Site Development Plan Review [Z-0095-91(1)] for a proposed electrical switching station on property located on the northwest corner of Decatur Boulevard and Iron Mountain Road.
06/11/98	The Planning Commission approved a request for a Review of Condition [Z-0095-91(2)] of a previous approved Site Development Plan Review [Z-0095-91(1)] to delay the installation of required landscaping on the northwest corner of Decatur Boulevard and Iron Mountain Road.
02/07/01	The City Council approved a request for a Required Review [Z-0095-91(3)] of a previously approved Review of Condition [Z-0095-91(2)] to delay the installation of landscaping for 20 acres on the northwest corner of the intersection of Decatur Boulevard and Iron Mountain Road. The Planning Commission recommended approval.
12/11/01	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SD-0067-01) for proposed electrical overhead transmission lines located adjacent to the south side of the Moccasin Road alignment, between US-95 and Jones Boulevard and bearing east-southeast from Moccasin Road and Jones Boulevard.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/20/02	The City Council approved a request for a Required Review [Z-0095-91(4)] of a previously approved Review of Condition [Z-0095-91(2)] which allowed the deferment of the installation of the required landscaping in conjunction with an electrical substation on 20 acres located adjacent to the northwest corner of Decatur Boulevard and Iron Mountain Road. The Planning Commission recommended approval.
05/21/03	The City Council approved a request for a Review of Condition Number 1 (ROC-2137) of a previously approved One-Year Review [Z-0095-91(4)], which stated that the deferment of landscaping shall be allowed until April 1, 2004. In the interim, 3-inch decomposed granite mulch and 36-inch minimum diameter boulders shall be installed along Iron Mountain Road frontage no later than July 1, 2003 on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard. Staff recommended approval.
08/02/06	The City Council approved a request for a Required Review (RQR-14779) of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north and west sides of the site on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard. Staff recommended denial.
10/03/07	The City Council approved a request for a Required Review (RQR-23823) of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north and west sides of the site on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard. Staff recommended denial.
07/02/08	The City Council approved a request for a Required Review (RQR-28272) of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north and west sides of the site on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard. Staff recommended approval.
07/15/09	The City Council approved a request for a Required Review (RQR-34327) of a previously approved Review of Condition (ROC-2137) that allowed the deferment of the required landscaping along the east, north and west sides of the site on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard. Staff recommended approval.

Most Recent Change of Ownership	
N/A	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any recent building permits or business licenses issued for the subject site.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/05/11	Staff conducted a field check of the subject site with the following observations: • The east and south sides of the site are landscaped and are being properly maintained. • The north and west side of the site are not landscaped nor do they have gravel/ground cover. • There was a small amount of trash on the east side of the substation in the undeveloped area.

Details of Application Request	
Site Area	
Gross Acres	161.26

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land and Nevada Power Substation	PF (Public Facility)	C-V (Civic)
North	Undeveloped Land	PF (Public Facility)	C-V (Civic)
South	Single Family Residences	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development- 7 Units per Acre)
	School	PF (Public Facility)	C-V (Civic)
East	Undeveloped Land-North Las Vegas	North Las Vegas	North Las Vegas
West	Undeveloped Land	DR (Desert Rural) and L (Low Density Residential)	R-E (Residence Estates) and R-PD4 (Residential Planned Development- 4 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site has a Nevada Power Electric Switching Substation on a portion of the land with the remaining land undeveloped. The Utility Substation is fully operational. Since the original approval of the Review of Condition (ROC-2137) in February 2001 that allowed the deferment of the required landscaping along the east, north, and west sides of the property adjacent to the northwest corner of Decatur Boulevard and Iron Mountain Road, the applicant has received seven (7) approved deferments of the required landscaping. In 2009, the applicant installed all required landscaping along the south and east sides of the property. Staff conducted a field check of the site and found the landscaped areas being property maintained, and verified the absence of landscaping along the west and north property lines.

FINDINGS

The applicant is requesting to continue the deferment of the required landscaping along the west and north sides of the property for an additional five years as the Bureau of Land Management (BLM) has not yet reached a final determination of the outcome of the Conservation Transfer Area (CTA) nor has there been a final decision regarding the boundaries of the proposed Ice Age Park.

Staff is recommending approval of this Required Review with a two-year time limit to assess the status of the potential development being considered for the adjoining property.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

NOTICES MAILED 300 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-41549 APN: Part of 125-01-701-001

Name of Property Owner: US Department of Interior -- BLM

Name of Applicant: Nevada Power Company (d.b.a NV Energy)

Name of Representative: Thomas Dombrowski

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: James R Saavedra

Print Name: James R. Saavedra PE.

Subscribed and sworn before me

This 22 day of April, 2011

Lynda F. Beeman

Notary Public in and for said County and State

LYNDA F. BEEMAN
Notary Public, State of Nevada
Appointment No. 09-11128-1
My Appt. Expires Sept. 10, 2013

RECEIVED
APR 25 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition (ROC-2137) - (RQR-34327)

Project Address (Location) NWC Iron Mountain Road and Decatur Boulevard

Project Name Iron Mountain Substation **Proposed Use** Electrical Substation

Assessor's Parcel #(s) Portion of 125-01-701-001 **Ward #** 6

General Plan: existing NW proposed _____ **Zoning:** existing C-V proposed _____

Commercial Square Footage 20 acres **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER US Dept. of Interior - BLM **Contact** Robert Ross, Jr.

Address 4701 N. Torrey Pines Drive **Phone:** (702) 515-5000 **Fax:** _____

City Las Vegas **State** NV **Zip** 89130

E-mail Address bob_ross@blm.gov

APPLICANT Nevada Power Company dba NV Energy **Contact** Thomas Dombrowski

Address 6226 W. Sahara Ave, MS #9 **Phone:** (702) 402-2620 **Fax:** (702) 402-5064

City Las Vegas **State** NV **Zip** 89146

E-mail Address tdombrowski@nvenergy.com

REPRESENTATIVE NV Energy **Contact** Thomas Dombrowski

Address 6226 W. Sahara Ave, MS #9 **Phone:** (702) 402-2620 **Fax:** (702) 402-5064

City Las Vegas **State** NV **Zip** 89146

E-mail Address tdombrowski@nvenergy.com

Property Owner Signature* James R Saavedra

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James R. Saavedra

Subscribed and sworn before me

This 22 day of April, 20 11

Lynda F. Beeman

Notary Public in and for said County and State

RECEIVED
APR 25 2011

LYNDA F. BEEMAN
Notary Public, State of Nevada
Appointment No. 09-11128-1
My Appt. Expires Sept. 10, 2013

FOR DEPARTMENT USE ONLY

Case #	RQR-41549 ROC-41530
Meeting Date:	6-15-11
Total Fee:	930.00
Date Received:*	4-25-11
Received By:	JFreed

*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.

BASIS OF BEARING

THE NEVADA POWER COMPANY LAS VEGAS VALLEY COORDINATE SYSTEM IN WHICH THE LINE FROM "903" TO "909" AS SHOWN ON THE LAS VEGAS VALLEY GEODETIC CONTROL NETWORK RECORD OF SURVEY IN FILE 88, PAGE 53, CLARK COUNTY OFFICIAL RECORDS BOOK NUMBER 970411, BEARS SOUTH 00°22'34" WEST.

BENCHMARK

CITY OF LAS VEGAS BENCHMARK # 1LV9012N4 RLM BRASS CAP AT IRON MOUNTAIN AND BRADLEY.

ELEVATION = 722.008 METERS (NAVD '88)
ELEVATION = 2368.79 U.S. SURVEY FEET (NAVD '88)

LEGAL DESCRIPTION

THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 60 EAST, CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, M.D.M. (APPROXIMATELY 20 ACRES)

FLOOD ZONE DESCRIPTION

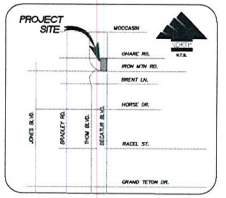
THIS SITE IS IN A FLOOD ZONE DESIGNATION "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP NO. 32003C1754E REVISED SEPTEMBER 27, 2002.

LANDSCAPE MATERIAL SCHEDULE

SIZE	DESCRIPTION	BOTANICAL NAME	QUANTITY	SYMBOL	COMMENT
3" THICK	REBEL RED GRANITE MULCH	N/A	58,000 SF		All non river boulder areas
4"-8"& 8"-12" mixed	RIVER ROCK	N/A	1616 SF		1" (FT) THICK
15-36 CU. FT.	GRANITE BOULDERS	15 - 36 CuFt each	18 EA		Bury 1/3 in depth See Placement Detail
5 GAL	Creosote Bush	Larrea divaricata	42 EA		
5 GAL	COMPACT TEXAS RANGER	LEUCOPHYLLUM	136 EA		
5 GAL	ROSEMARY	ROSMARINUS	121 EA		
5 GAL	Prostrate Acacia	Acacia redolens	106 EA		
24 Inch	Texas Honey Mesquite	Prosopis glandulosa	15 EA		
5 GAL	Desert Cassia	Cassia nemophila	12 EA		
24" BOX	DESERT WILLOW	CHILOPSIS LINEARIS	11		
24 Inch	Argentine Mesquite	Prosopis alba	10		
24 Inch	Purple Leaf Plum	Prunus Cerasifera	18 EA		

GRAPHIC SCALE

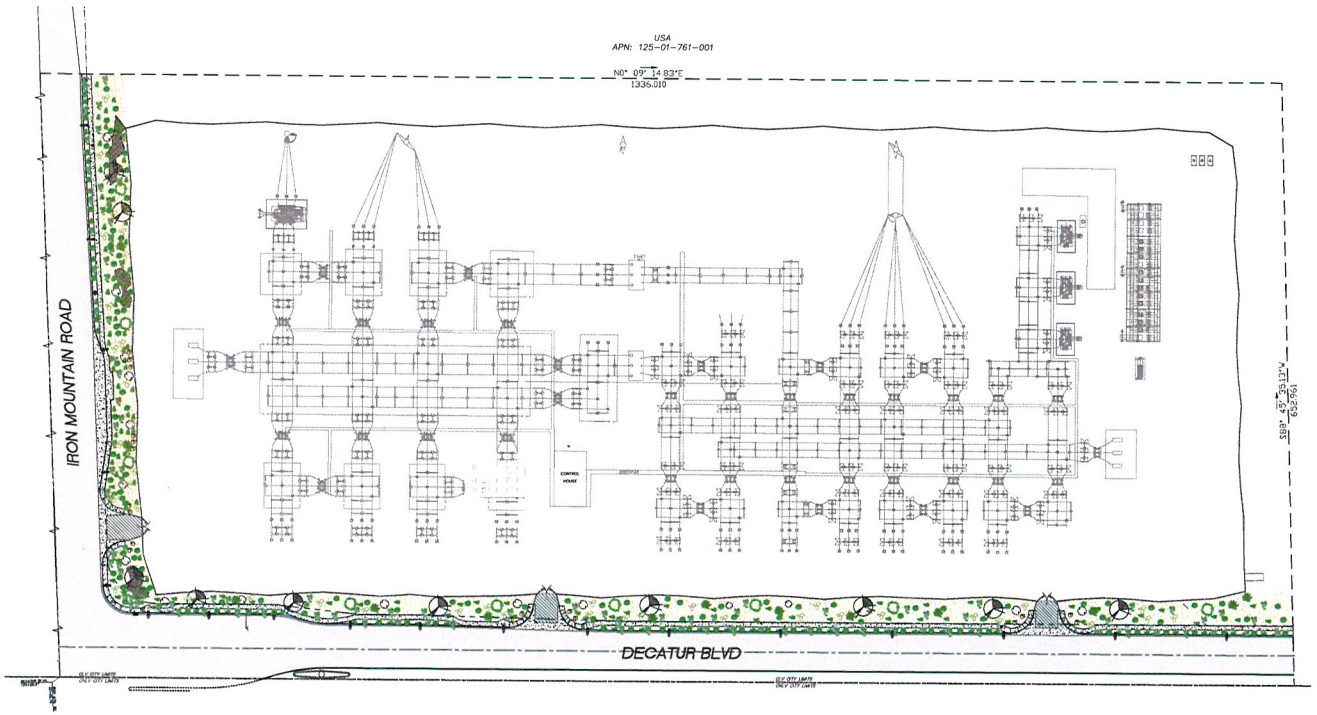
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.



VICINITY MAP
N.T.S.

LEGEND

- RIGHT-OF-WAY LINE
- PROPERTY LINE
- CENTERLINE
- MASONRY WALL WITH PILASTERS
- CONCRETE
- ASPHALT
- ONSITE CONCRETE DRIVEWAY



USA
APN: 125-01-761-001

RECEIVED
APR 25 2011

Rev	BY	DATE	APPROVAL
			RETISIONS

IRON MOUNTAIN 230/138KV SUBSTATION

SITE PLAN

NVEnergy.

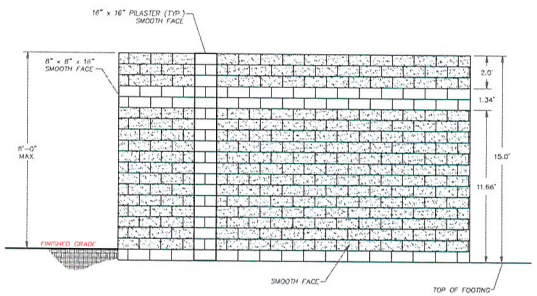
DWG NO	Fig 1
PROJ NO	70011PSMSE

DRAWN	DATE
CHECKED	
APPVD	
JH	MAR 2011
CAS	MAR 2011

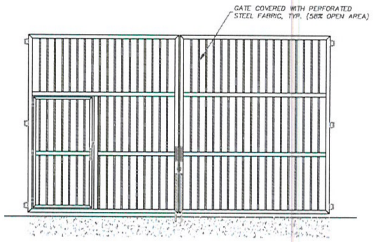
SHT NO Fig 1
OF 2

RQR-41549

© Lotek Systems\Sub-Station\MS01-01-02_Site Permit_SLM.dwg Apr 25, 2011 - 8:38am



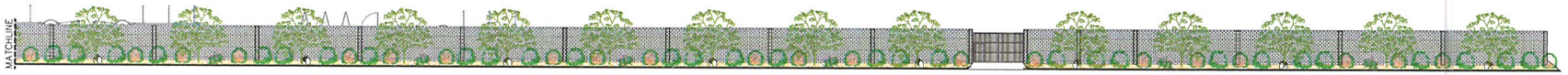
BLOCK WALL DETAIL



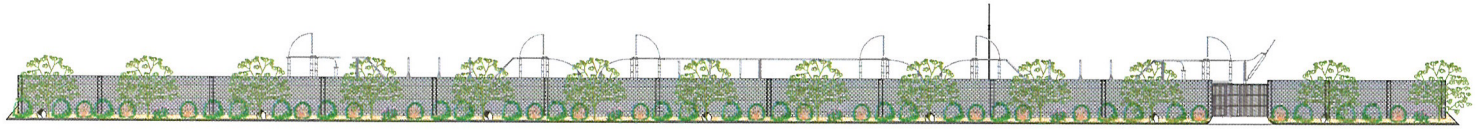
DOUBLE SWING GATE-ELEVATION



DECATUR ROAD ELEVATION
(View Looking West)



DECATUR ROAD ELEVATION (cont.)
(View Looking West)



IRON MOUNTAIN ROAD ELEVATION
(View Looking North)

RECEIVED
APR 25 2011

NVEnergy
DWG NO. Fig 2
PROJ I.D. TGBI PHASE2
Rock Wash Substation
Lavender Substation
Drawn JH MAR 2011
Checked GAS MAR 2011
Approved

SHT NO Fig 2 of 2

BY	DATE	REV	APPROVAL	Proj. ID

REVISIONS

IRON MOUNTAIN 230/138KV SUBSTATION

ELEVATION

G:\DWL\ironmtn\Sub-Station\ASD\11-04-20_Use Permit_BLM.dwg Apr 20, 2011 - 2:14pm

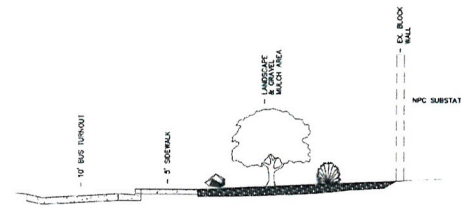
RQR-41549

LANDSCAPE MATERIAL SCHEDULE

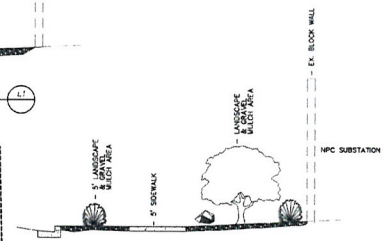
SIZE	DESCRIPTION	BOTANICAL NAME	QUANTITY	SYMBOL	COMMENT
3" THICK	REBEL RED GRANITE MULCH	N/A	58,000 SF		All non river boulder areas
4"-8"& 8"-12" mixed	RIVER ROCK	N/A	1616 SF		1' (FT) THICK
15-36 CU. FT.	GRANITE BOULDERS	15 - 36 CuFt each	18 EA		Bury 1/3 in depth See Placement Detail
Shrubs, Bushes, and Plants					
5 GAL	Creosote Bush	Larrea divaricata	42 EA		
5 GAL	COMPACT TEXAS RANGER	LEUCOPHYLLUM	136 EA		
5 GAL	ROSEMARY	ROSMARINUS	121 EA		
5 GAL	Prostrate Acacia	Acacia redolens	106 EA		
24 inch	Texas Honey Mesquite	Prosopis glandulosa	15 EA		
5 GAL	Desert Cassia	Cassia nemophila	12 EA		
Trees					
24" BOX	DESERT WILLOW	CHILOPSIS LINEARIS	11		
24 inch	Argentine Mesquite	Prosopis alba	10		
24 inch	Purple Leaf Plum	Prunus Cerasifera	16 EA		

PROPOSED PAVEMENT

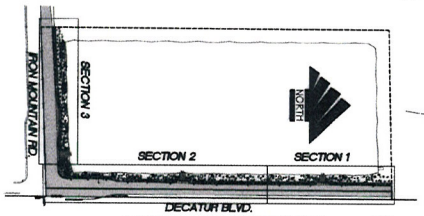
PROPOSED CONCRETE DRIVEWAY, SIDEWALK, CURB & GUTTER



IRON MOUNTAIN-TYPICAL CROSS SECTION L1
N.T.S.

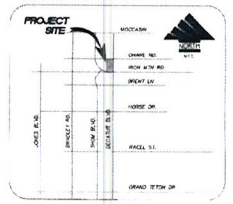


DECATUR-TYPICAL CROSS SECTION L2
N.T.S.

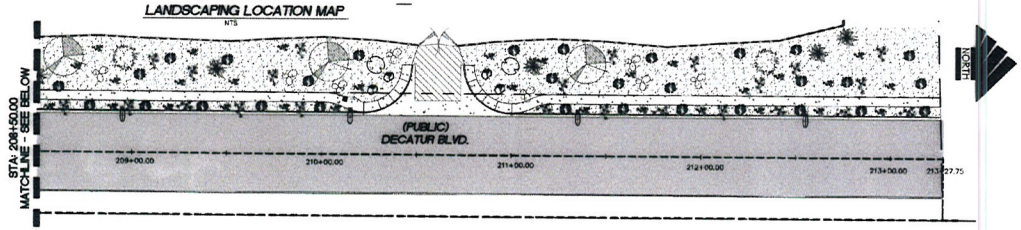


LANDSCAPING LOCATION MAP
NTS

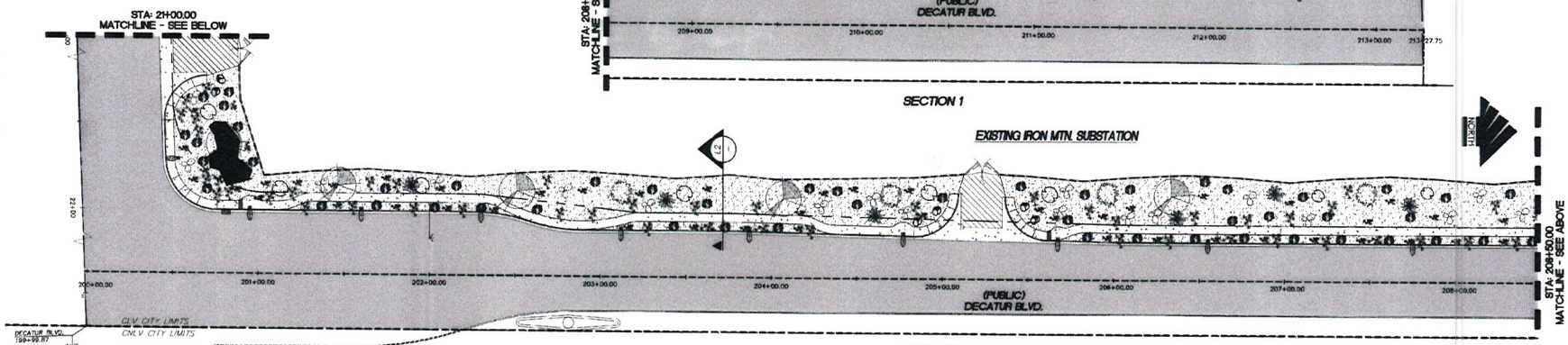
GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.



VICINITY MAP
N.T.S.



SECTION 1



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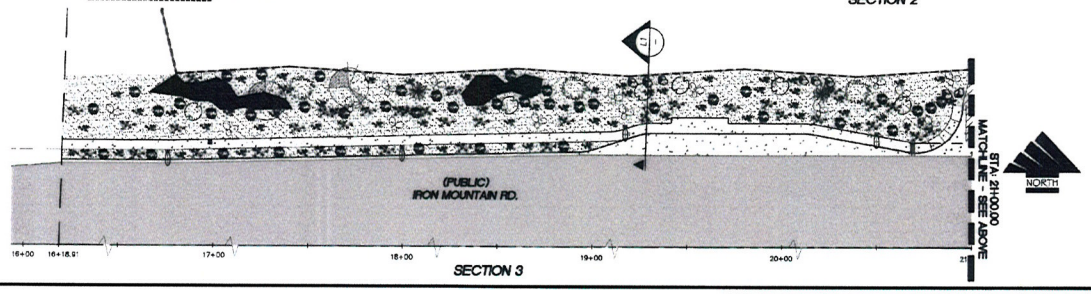

SECTION 3

APPROVALS

PLANNING DEPARTMENT - CITY OF LAS VEGAS — DATE 6-5-09

TRAFFIC DEPARTMENT - CITY OF LAS VEGAS — DATE 6-9-09

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Call before you Dig
Call before you Overhead
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1-702-455-7511
1-702-229-6611

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

JASON T. HAMMONS
Exp: 6-30-09
CIVIL
No. 18668
6/27/09

Nevada Power
6226 WEST SAHARA AVE. MAIL STOP #10
LAS VEGAS, NEVADA 89146

DWG. NO. L1-LS	DRAWN	10/08	MBB
	CHECKED	10/08	MBB
PROJ. I.D. DS366LL15	APP'D	10/08	JTH

IRON MOUNTAIN SUBSTATION

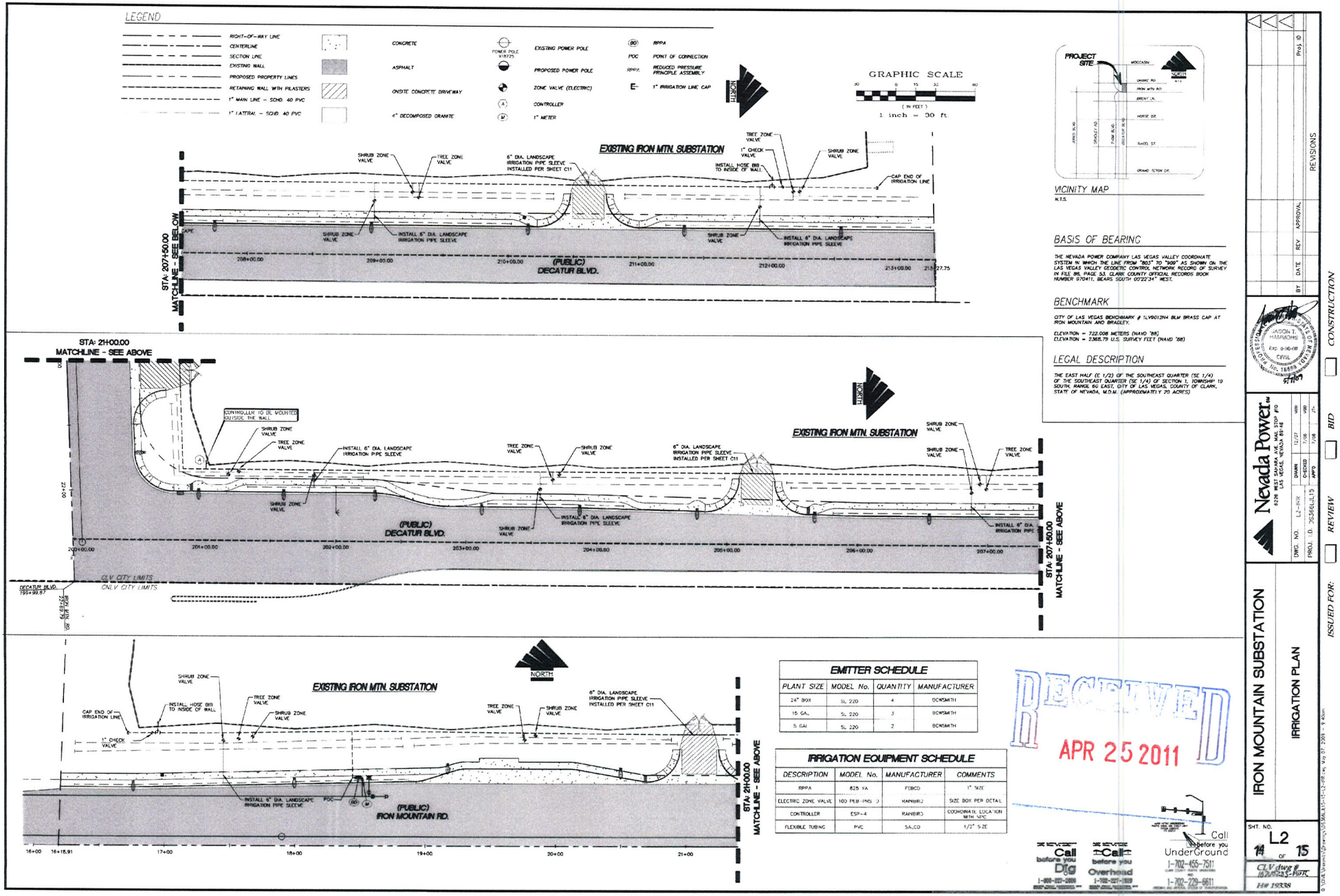
LANDSCAPE PLAN

SHT. NO. L1
13 OF 15

CLV dwg # 1621/6233-Part
H# 19338

ISSUED FOR: REVIEW BID CONSTRUCTION

RQR-41549



BASIS OF BEARING

THE NEVADA POWER COMPANY LAS VEGAS VALLEY COORDINATE SYSTEM IN WHICH THE LINE FROM "805" TO "909" AS SHOWN ON THE LAS VEGAS VALLEY GEODETIC CONTROL NETWORK RECORD OF SURVEY IN FILE 86, PAGE 53, CLARK COUNTY OFFICIAL RECORDS BOOK NUMBER 970411, BEARS SOUTH 00°22'34" WEST.

BENCHMARK

CITY OF LAS VEGAS BENCHMARK # 1LV901294 BLM BRASS CAP AT IRON MOUNTAIN AND BRADLEY.

ELEVATION = 722.008 METERS (NAVD '88)
ELEVATION = 2368.79 U.S. SURVEY FEET (NAVD '88)

LEGAL DESCRIPTION

THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 60 EAST, CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, M.D.M. (APPROXIMATELY 20 ACRES)

EMITTER SCHEDULE

PLANT SIZE	MODEL No.	QUANTITY	MANUFACTURER
24" BOX	5L 220	4	BOWSMITH
15 GAL.	5L 220	3	BOWSMITH
5 GAL	5L 220	2	BOWSMITH

IRRIGATION EQUIPMENT SCHEDULE

DESCRIPTION	MODEL No.	MANUFACTURER	COMMENTS
RPPA	825 YA	FEBCO	1" SIZE
ELECTRIC ZONE VALVE	100 PEB-PRS-D	RAINBIRD	SIZE BOX PER DETAIL
CONTROLLER	ESP-4	RAINBIRD	COORDINATE LOCATION WITH NPC
FLEXIBLE TUBING	PVC	SALCO	1/2" SIZE

RECEIVED
APR 25 2011

Call before you Dig 1-800-227-2600
Call before you Overhead 1-702-227-1600
Call before you UnderGround 1-702-455-7511 and 1-702-229-6611

REVISIONS | BY | DATE | REV | APPROVAL | Proj ID

Nevada Power
6226 WEST SAHARA AVE., MAIL STOP #10
LAS VEGAS, NEVADA 89146

DWG. NO. L2-IRR | DRAWN | 12/07 | VRH
PROJ. ID 26586/LL15 | CHECKED | 7/08 | VRH
APP'D | 7/08 | JPL

JASON T. HAMMONS — EXP. 6-30-09 — CIVIL — No. 16858 — STATE OF NEVADA — 51107

ISSUED FOR: ☐ CONSTRUCTION ☐ BID ☐ REVIEW

IRON MOUNTAIN SUBSTATION
IRRIGATION PLAN

SHT. NO. L2
14 OF 15

CLV dwg # 12/29/08 - KMK
HW 19338

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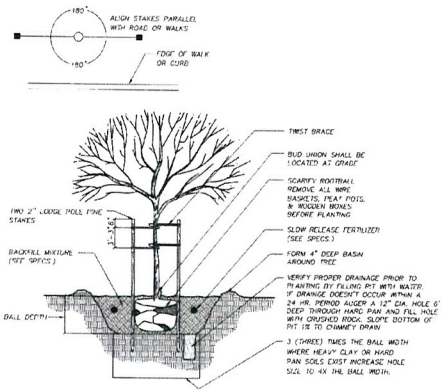
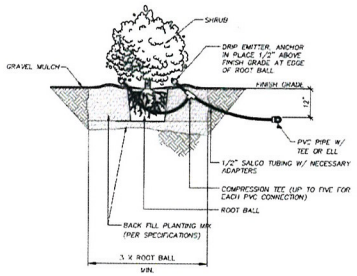
RQR-41549



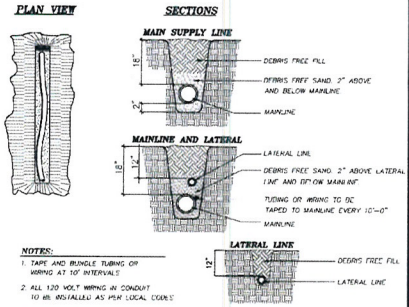
TREE PLANTING AND STAKING

N.T.S.



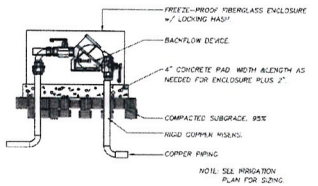
SHRUB PLANTING DETAIL

N.T.S



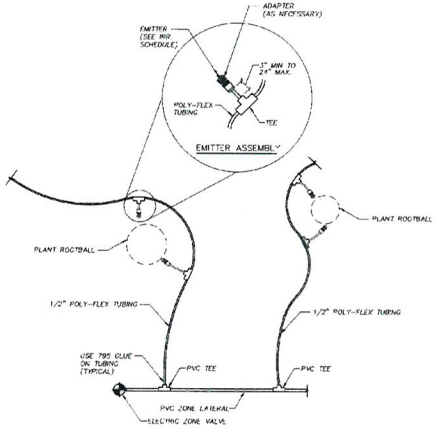
TRENCHING DETAILS

N.T.S



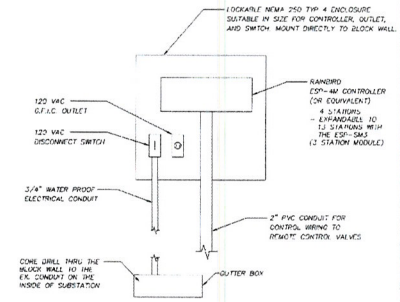
BACKFLOW - RPPA

N.T.S.



DRIP EMITTER LAYOUT DETAIL

N.T.S



CONTROLLER AND CABINET

N.T.S

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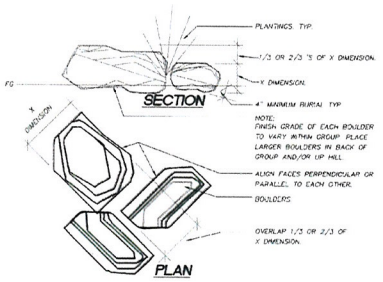
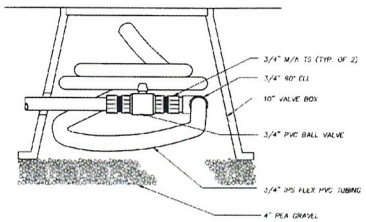
APR 25 2011



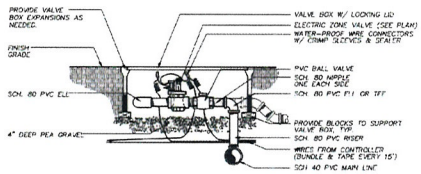
BOULDER PLACEMENT

N.T.S.



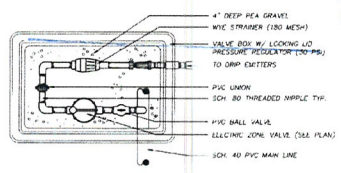
FLUSH VALVE ASSEMBLY

NTS



ELECTRIC ZONE VALVE DETAIL

NTS



ZONE VALVE ASSEMBLY

NTS CLV ltr 19338 CLV #:

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

JASON T. HAMMOND — Exp. 6-30-09 — CIVIL — No. 19008 — STATE OF NEVADA — PROFESSIONAL ENGINEER

CONSTRUCTION ☐ BID ☐ REVIEW ☐ ISSUED FOR:

Nevada Power Co.
6226 WEST SAHARA AVE., MAIL STOP #10
LAS VEGAS, NEVADA 89146

DWG. NO.	L3-LD1	DRWN.	12/07	MEB
PROJ. I.D.	DS3/66/L3.15	CHECKED	7/08	MEB
		APP'D	7/08	JTH

IRON MOUNTAIN SUBSTATION

LANDSCAPE DETAILS

SHT. NO. L3

15 OF 15

CLV dwg #19338 Rev.

19338

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RQR-41549

COPY

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

July 16, 2009

Mr. Philip Rhinehart
US Dept of Interior – BLM
4701 North Torrey Pines Drive
Las Vegas, NV 89130

RE: RQR-34327 - REQUIRED REVIEW
CITY COUNCIL MEETING OF JULY 15, 2009

Dear Mr. Rhinehart:

The City Council at a regular meeting held July 15, 2009 APPROVED the Required Review of a previously approved Review of Condition (ROC-2137) THAT ALLOWED THE DEFERMENT OF THE REQUIRED LANDSCAPING ALONG THE EAST, NORTH AND WEST SIDES OF THE SITE on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard (125-01-701-001), C-V (Civic) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 16, 2009. This approval is subject to:

Planning and Development

1. Conformance to the conditions of approval for Site Development Plan Review [Z-0095-91(1)] and all subsequent site related actions required.

2. All landscaping and irrigation per Site Development Plan Review [Z-0095-91(1)] Condition #7, "landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner..." on the east and south side to be completed by December 15, 2009.

3. The Review of Condition (ROC-2137) shall be placed on an agenda closest to July 2, 2011 at which time the City Council may require the applicant to comply with the site requirements of Site Development Plan Review [Z-0095-91(1)]. The applicant shall be responsible for the notification costs of the review. Failure to pay the City for these costs may result in cessation of the use.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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RQR-41549

Printed with environmentally friendly soy ink.

4. The applicant shall remove all trash and debris along the north and west property lines within 30 days of City Council approval.

Sincerely,

Doreen Araujo

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Ms. Michelle Baltz
Nevada Power Company dba NV Energy
6226 West Sahara MV #9
Las Vegas, NV 89151

RQR-41549

NVEnergy

April 22, 2011

City of Las Vegas
Planning & Development
333 N. Rancho Drive
Las Vegas, NV 89106-3797

Re: Justification Letter – Review of Comments (ROC-2137) – (RQR–34327)
NWC Iron Mountain Road and Decatur Boulevard (APN 125-01-701-001)

To Whom It May Concern:

On July 15, 2009, the City of Las Vegas City Council approved the Required Review of the previously approved Review of Condition (ROC 2137) that allowed the deferment of the required landscaping along the north and west sides of the substation site located at the northwest corner of Iron Mountain Road and Decatur Boulevard.

The Bureau of Land Management (BLM) has not yet reached a final determination of the outcome of the Conservation Transfer Area (CTA) nor has there been a final decision regarding the boundaries of the proposed Ice Age Park. Additionally BLM is in the process of adopting a new Resource Management Plan for Southern Nevada.

Until these issues are finalized, NV Energy requests that the required landscaping along the north and west sides of the substation be deferred. NV Energy respectfully requests a deferral of five years.

Deferral for five years will allow BLM to finalize their plans and give clarity to the future uses in this area. There is no proposed development within the area that would be impacted by deferring the landscaping the proposed amount of time.

Should you need any further information, please feel free to contact me at 702-402-2620.

Sincerely,

Randall D. Cogle

for Thomas Dombrowski
Sr. Land Use Consultant
NV Energy
TDombrowski@nvenergy.com

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APR 25 2011

RQR-41549

City of Las Vegas Agenda Item No.: **108.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

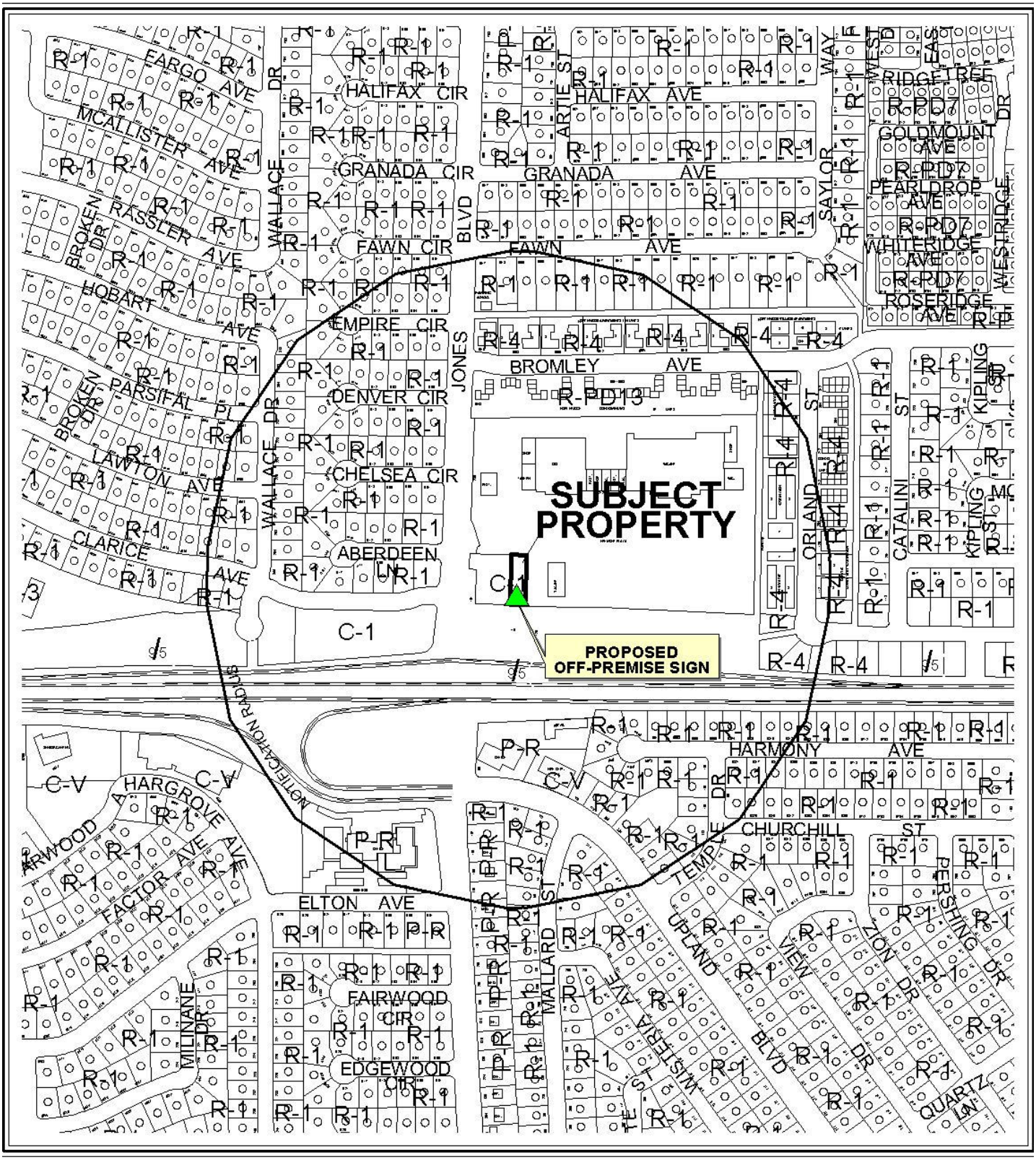
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-41200 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: OASIS LAS VEGAS, LLC - Request for a Special Use Permit FOR A 50-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 110 North Jones Boulevard (APN 138-25-404-008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). 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	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SUP-41200



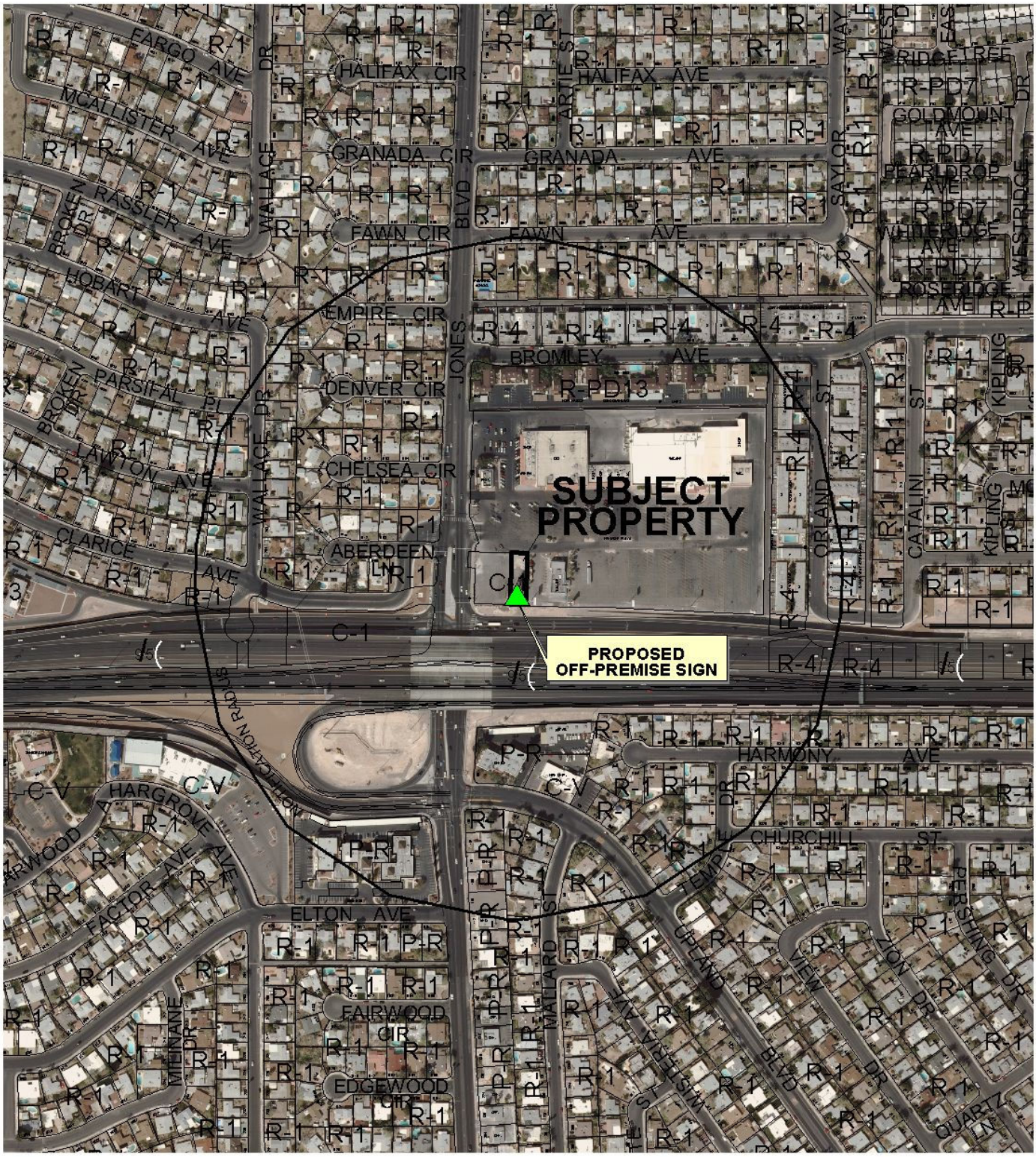
0 300 600 Feet

CASE: **SUP-41200**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



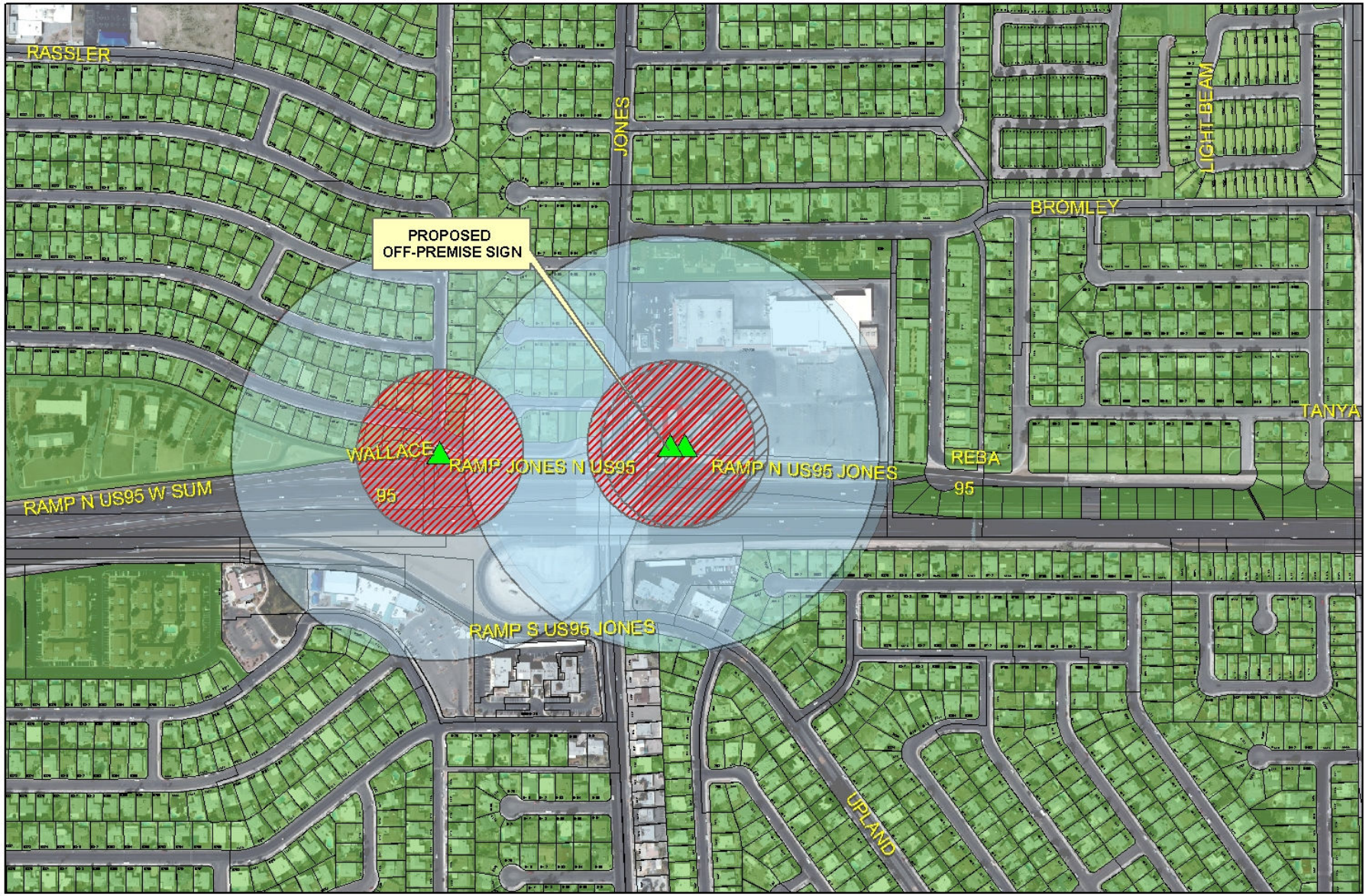
0 300 600 Feet

CASE: **SUP-41200**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-41200

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: OASIS LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*
SUP-41200	Staff recommends DENIAL, if approved subject to conditions:

** CONDITIONS **

SUP-41200 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

3. This Special Use Permit shall be reviewed in three years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

4. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

6. Only one advertising sign is permitted per sign face.

7. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

8. Bird deterrent devices shall be installed on the sign.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to reestablish an Off-Premise Sign which was removed on 02/16/11. In order to reestablish the Off-Premise Sign a new Special Use Permit is required. The subject Off-Premise Sign is proposed to be constructed 50 feet from an entitled Off-Premise Sign (120 North Jones Boulevard) and approximately 260 feet from a property line of a lot which is zoned R-1 (parcel number 138-26-815-007). The minimum spacing requirements cannot be varied per Title 19.18.070.B.1. As such the requested Special Use Permit for an Off-Premise Sign cannot be approved.

ISSUES

- Per Title 19.14.C.5 and 19.14.C.11 no Off-Premise Signs may be closer than 750 Feet from the nearest Off- Premise sign readable from Oran K. Gragson Highway and 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. The subject Off-Premise Sign cannot be established at the proposed location.
- The minimum spacing requirements cannot be varied per Title 19.18.070.B.1. As such the requested Special Use Permit for an Off-Premise Sign cannot be approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/22/97	The City Council approved a Special Use Permit (U-0107-96) for a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval.
02/20/02	The City Council approved a Required Two-Year Review [U-0107-96(1)] of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a Required Two-Year Review (RQR-3686) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.

09/06/06	The City Council approved a Required Two-Year Review (RQR-13987) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
10/01/08	The City Council approved a Required Two-Year Review (RQR-28940) of an Approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
02/16/11	Demolition permit #181582 issued for Off-Premise Sign located at 110 North Jones Boulevard. Permit received final inspection on 02/24/11.
03/01/11	Building Permit #182465 Denied by the Planning Department for an Off-Premise sign.
05/10/11	The Planning Commission voted (7-0) to recommend DENIAL (PC Agenda Item 30/dr).

Most Recent Change of Ownership	
08/25/06	A deed was recorded for a change in ownership to Oasis Las Vegas LLC.

Pre-Application Meeting	
03/15/11	A Pre-application meeting was held with the owner of the property, the sign company and a representative of the owner. All present were informed of the distance separation requirements for an Off-Premise Sign from a Parcel Zoned "R" residential.

Neighborhood Meeting	
	A meeting was not held nor was one required.

Field Check	
03/31/11	The site is a paved parcel.

Details of Application Request	
Site Area	
Net Acres	0.19

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Vacant parcel	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	ROW (Right of Way)	None	None
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Residential	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*
Master Plan Area		X
Special Purpose and Overlay Districts	***Yes***	***No***
Special Purpose and Overlay Districts	X	
Airport Overlay District (max height 175 feet)	X	
Trails		X
Rural Preservation Overlay District		X
Las Vegas Redevelopment Plan Area		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

DEVELOPMENT STANDARDS

Off-Premise Sign		
Standards	***Allowed***	***Provided***
Maximum Area	672 SF.	672 SF.
Maximum Height	55 Feet	50 Feet
Minimum Setback	10 Feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present rights-of way of any two public roads, streets or highways.	30 feet from right-of-way and 135 feet from the intersection of Jones and US-95 west bound off ramp
Distance from nearest property line of a lot in the "U" zoning district or any "R" zoning district	300 Feet	Approximately 260 Feet

Distance from nearest Off-Premise sign readable from Oran K. Gragson Highway	750 Feet	50 Feet (Sign approved at 120 North Jones Boulevard SUP-39432- Building Permit #84961)

ANALYSIS

Per title 19.14.100.A Off-premise signs are to be considered primarily a specific type of land use rather than as an incidental use to an existing land use. A Special Use Permit is required.

The subject Off-Premise Sign is proposed to be constructed 50 feet from an entitled Off-Premise Sign (120 North Jones Boulevard) and approximately 260 feet from a property line of a lot which is zoned R-1 (Assessor's parcel number 138-26-815-007). Per Title 19.14.C.5 and 19.14.C.11, no Off-Premise Signs maybe closer than 750 Feet from the nearest Off-Premise sing readable from Oran K. Gragson Highway and 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. The subject Off-Premise Sign cannot be established at the proposed location.

The minimum spacing requirements cannot be varied per Title 19.18.070.B.1. As such the requested Special Use Permit for an Off-Premise Sign cannot be approved.

FINDINGS (SUP-41200)

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 Off-Premise Sign fails to meet the distance separation requirements of Title 19.14.100.C.5 and Title 19.14.100.11. As such the use is not harmonious nor is it compatible with existing surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not suitable for the intensity of land use as the proposed Off-Premise Sign fails to meet the distance separation requirements of Title 19.14.100.C.5 and Title 19.14.100.11.

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 has internal access through an adjacent existing shopping center which is served by Jones Boulevard, a 100 foot right of way. Access is adequate for the proposed use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Title 19.14.100.C.5 requires Off-Premise Signs along Oran K. Gragson Highway to be located 750 feet from another Off-Premise Signs. The Proposed sign is 50 feet from an approved Off-Premise Sign. In addition Title 19.14.100.11 requires that 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. The proposed sign is located 271 feet from an "R" zoning district. As such an approval of the proposed Off-Premise Sign would not be a consistent application of the City's Sign Code and would fail to meet Policy 2.4.8 of the Las Vegas 2020 Master plan. Policy 2.4.8 requires the City improve the quality and appearance of signage through consistent application of its Sign Code.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Off-Premise Sign fails to meet the separation requirements from another Off-Premise Sign and the separation requirements from a property in the "R" zoning district. As such the proposed Off-Premise Sign does not meet the minimum Special Use requirements of Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 34

NOTICES MAILED 271 (By City Clerk)

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-41200** APN: 138-25-404-008

Name of Property Owner: OASIS LAS VEGAS LLC

Name of Applicant: RAY KOROGHLI

Name of Representative: RAY KOROGHLI

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: RAY KOROGHLI

Subscribed and sworn before me

This 15 day of March, 2011

Ardis M. Hoffer

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ARDIS M. HOFFER
Appt. No. 98-0835-1
My Appt. Expires February 9, 2014

RECEIVED
MAR 15 2011
City of Las Vegas

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: ~~Review of Conditions~~ SUP LCD

Project Address (Location) 110 North Jones Street

Project Name _____ **Proposed Use** signage

Assessor's Parcel #(s) 138-25-404-008 **Ward #** 1 - Tarkanian

General Plan: existing GC proposed GC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage N/A **Floor Area Ratio** 0

Gross Acres 19 **Lots/Units** N/A **Density** N/A

Additional Information _____

PROPERTY OWNER OASIS LAS VEGAS LLC **Contact** RAY KOROGHLI

Address 2711 W. WINDMILL LANE **Phone:** 702-260-2013 **Fax:** 702-260-2091

City Las Vegas **State** NV **Zip** 89123

APPLICANT RAY KOROGHLI **Contact** _____

Address 2711 W. WINDMILL LANE **Phone:** 702-260-2013 **Fax:** 702-260-2091

City Las Vegas **State** NV **Zip** 89123

REPRESENTATIVE Brown Brown & Premsrirut **Contact** Lora Dreja

Address 520 South 4th St **Phone:** (702) 384-5563 **Fax:** (702) 385-1023

City Las Vegas **State** NV **Zip** 89101

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RAY KOROGHLI

Subscribed and sworn before me

This 15 day of March, 20 11.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ARDIS M. HOFFER
Appt. No. 98-0835-1
My Appt. Expires February 9, 2014

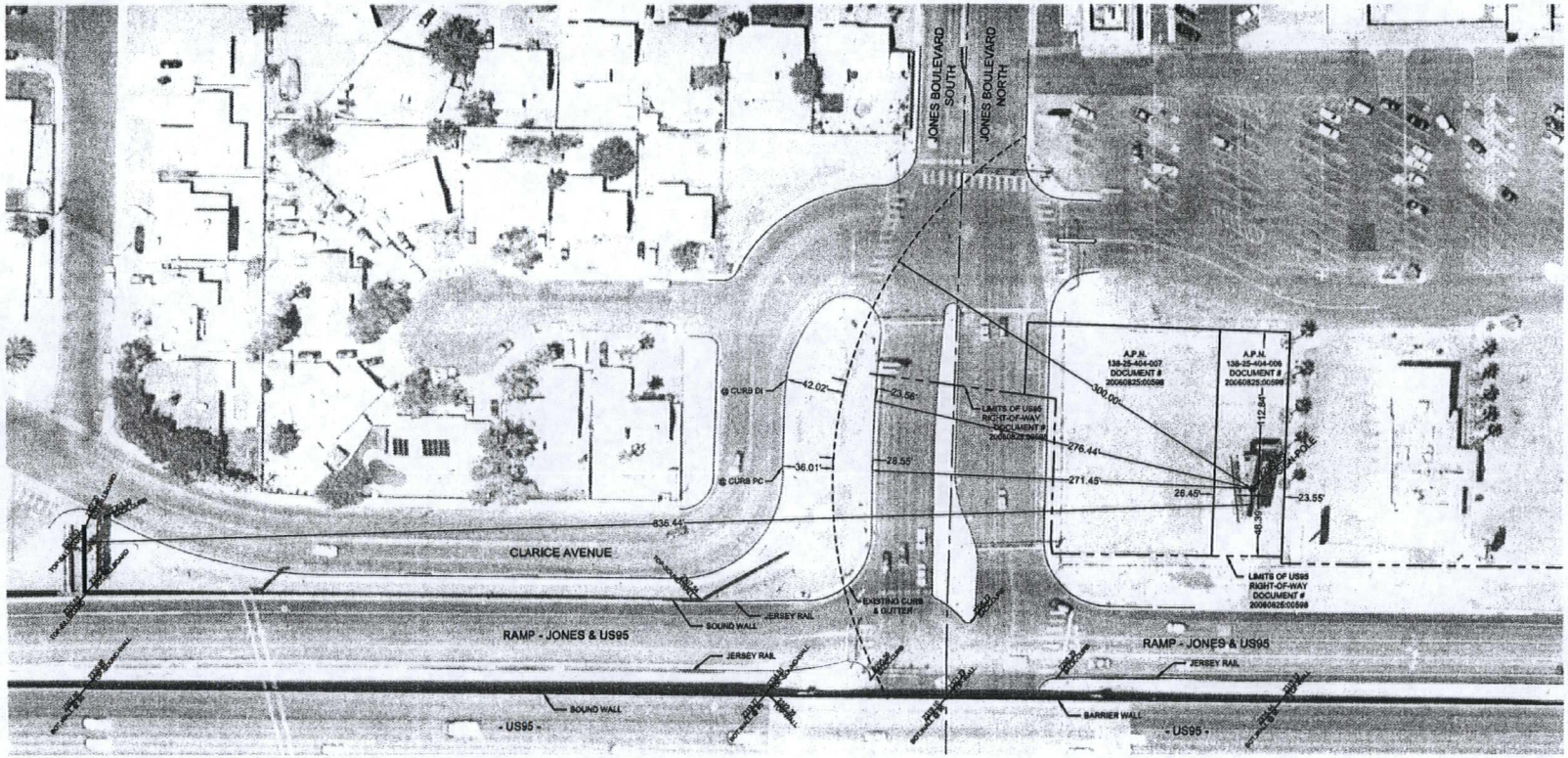
FOR DEPARTMENT USE ONLY

Case #	SUP-41200
Meeting Date:	5-10-11
Total Fee:	1080.00
Date Received:*	3-15-11
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.

VERTICAL DATUM: ELEVATIONS ARE BASED UPON NAVD88 HOLDING PUBLISHED CITY OF LAS VEGAS CONTROL POINTS: 6C02-31SSW6 (1777.811), 6C12-7SE6 (1807.582), 7C01-11S4 (1929.317), AND NDOT CONTROL POINTS 438010M (2055.009), AND 444003M (2008.520) AS FIXED.

BEARING SOURCE: BEARINGS OF THIS MAP WERE DERIVED FROM NEVADA STATE PLANE COORDINATES NAD 83/94 DATUM EAST ZONE, WITH A MEAN CONVERGENCY OF 0°15'47". USING LOCAL CONTROL POINTS: MCL203X, NCL010X, NCL300X, NCL303X, AND WHITNEY 2 X, AS FIXED AND IS FURTHER ARCHIVED AT NDOT UNDER FILE LPN 823.



JONES BLVD. & US-95 TOPOGRAPHIC SURVEY

FOR PURPOSE OF BILLBOARD LOCATIONS

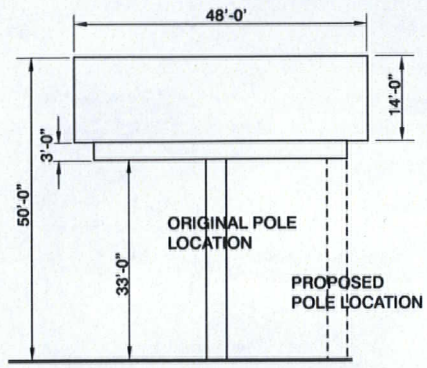
RECEIVED
APR - 6 2011

JEMISON SURVEYING & SERVICES
NORTH
SCALE = 1" = 40'
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

JOB TITLE: JONES BLVD. & US-95 BILLBOARD LOCATIONS
DATE: 04-02-2011
JOB NO.: 538-110451
SHEET 1 OF

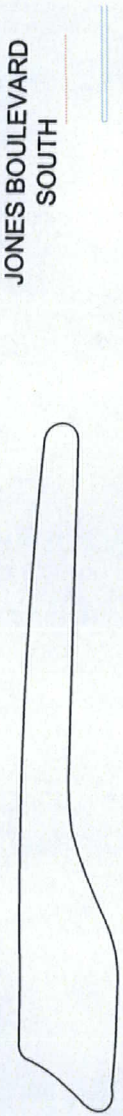
SUP-41200

SUP-41200
REVISED



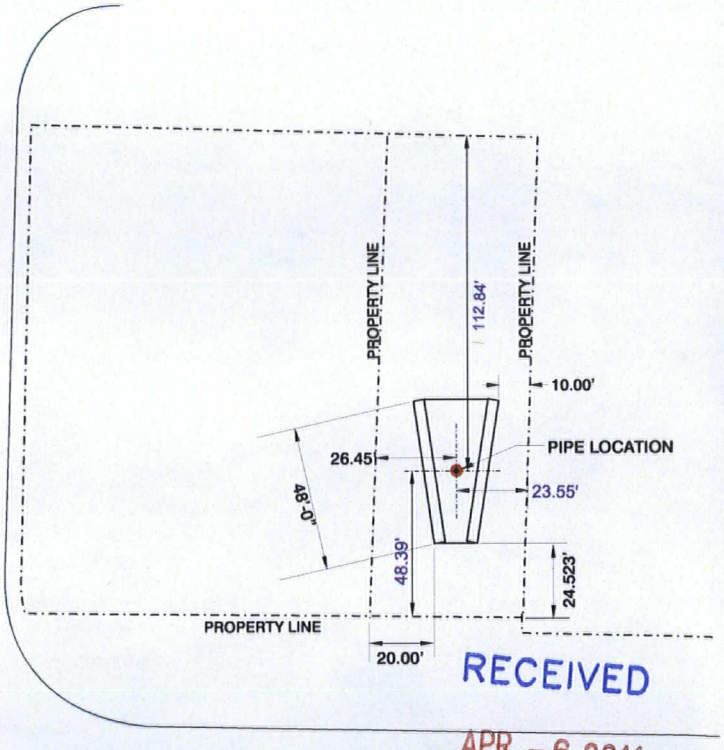
A ELEV. REBUILD EXISTING BILLBOARD
N.T.S.

NOTE:
NO OTHER BILLBOARD WITHIN 750'
EXCEEDS 300' REQD. FROM NEAREST
RESIDENTIAL DWELLING



N

SITE PLAN
SCALE 1"=40'-0"



RECEIVED
APR - 6 2011

RAMP - JONES & US95

FEDERAL HEATH
SIGN COMPANY
www.FederalHeath.com
3900 W. Dewey Drive
Las Vegas, NV 89118
(702) 739-9566 Fax (702) 795-0378

Manufacturing Facilities:
Oceanside, CA - Euless, TX - Jacksonville, TX - Delaware, OH

Office Locations:
Oceanside, CA - Las Vegas, NV - Laughlin, AZ
Idaho Falls, ID - Euless, TX - Jacksonville, TX - San Antonio, TX
Houston, TX - Corpus Christi, TX - Indianapolis, IN
Louisville, KY - Knoxville, TN - Grafton, WI - Delaware, OH
Willowbrook, IL - Tunica, MS - Atlanta, GA
Tampa, FL - Daytona Beach, FL - Orlando, FL

Building Quality Signage Since 1901

Revisions:
1
2
3
4
5
6

Account Rep: D. CONNOR
Project Manager: LEE MORGAN
Drawn By: B. LEMING

Project / Location:

OASIS CORPORATION
110 N. JONES BLVD
LAS VEGAS, NV.

Underwriters Laboratories Inc. — ELECTRICAL TO USE U.L. LISTED COMPONENTS AND SHALL MEET ALL N.E.C. STANDARDS
ALL ELECTRICAL SIGNS ARE TO COMPLY WITH U.L. 48 AND ARTICLE 600 OF THE N.E.C. STANDARDS, INCLUDING THE PROPER GROUNDING AND BONDING OF ALL SIGNS.

Client Approval/Date:

Landlord Approval/Date:

This original drawing is provided as part of a planned project and is not to be exhibited, copied or reproduced without the written permission of Federal Heath Sign Company LLC or its authorized agent. © FHSC.
Colors Depicted In This Rendering May Not Match Actual Material Finishes. Refer To Product Samples For Exact Color Match.

Job Number: SUP-41200
Date: 4/5/11
Sheet Number: 1 Of 1
Design Number: 0

SUP-41200
REVISED



SUP-41200 - APPLICANT/OWNER: OASIS LAS VEGAS, LLC
110 NORTH JONES BOULEVARD

06/01/11



SUP-41200 - APPLICANT/OWNER: OASIS LAS VEGAS, LLC
110 NORTH JONES BOULEVARD

06/01/11



SUP-41200 - APPLICANT/OWNER: OASIS LAS VEGAS, LLC
110 NORTH JONES BOULEVARD

06/01/11



SUP-41200 - APPLICANT/OWNER: OASIS LAS VEGAS, LLC
110 NORTH JONES BOULEVARD

06/01/11

3-15-11

OASIS LAS VEGAS LLC
2711 W. WINDMILL LN
LAS VEGAS NV 89123

CITY OF LASVEGAS PLANNING & ZONING
333 N. RANCHO DR.
LAS VEGAS NV 89106.

RE: 110 N. JONES BLV APN#138-25-404-008

TO WHOM IT MAY CONCERN

DEAR SIR/MADAM.

THE LANDOWNER ALREADY HAS AN APPROVED SUP FOR A SIGN BOARD ON THE SUBJECT PROPERTY., HOWEVER, THIS SUP IS BEING FILED IN AN ABUNDANCE OF CAUTION TO ASSURE THE SUP IS FULLY PROTECTED.

RAY KOROGHLI

AS MANGER OF OASIS LAS VEGAS LLC

RECEIVED
MAR 15 2011
City of Las Vegas

SUP-41200

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 JUN 02 2011
MAILED FROM ZIP CODE 89101

2011 JUN -6 A 6:55

CONVERSE J LEON & MARY R
6204 CLARICE AVE
LAS VEGAS NV 89107-1302

APN#13826811037

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41200
City Council Meeting of 6/15/2011

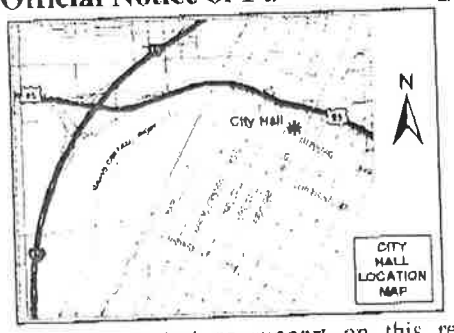
there is too much Light Pollution already & too many billboards & signs in the area. RECEIVED

06/04/2011 SAT 15:12 [TX/RX NO 9532] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41200

City Council Meeting of 6/15/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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MAILED FROM ZIPCODE 89101

2011 JUN -6 A 6:55

RECEIVED CITY CLERK

STEWART JOSEPH & ERMA REV LIV
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

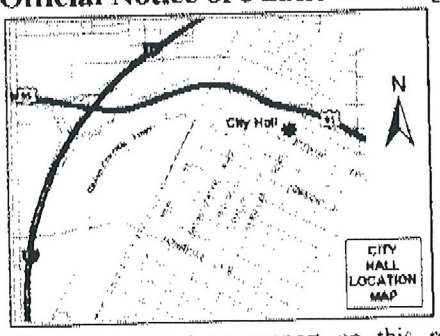
APN#13825412041

06/04/2011 15:58 3232997125 STEWART PAGE 01

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41200
Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

RECEIVED
MAY - 2 2011

Case: SUP-41200
13825412041
STEWART JOSEPH & ERMA REV LIV TR
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

30P

86 BRDFN11 90008

04/30/2011 16:19 3232997125 STEWART PAGE 01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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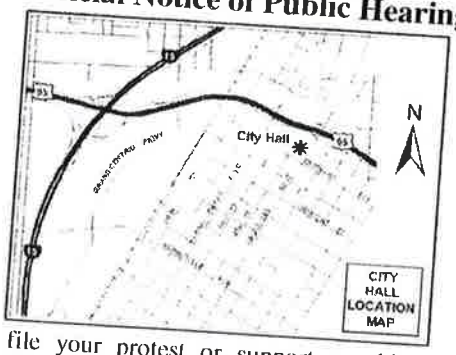
APR 28 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41200

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

13826812011 Case: SUP-41200
PRY MIMI MICHELLE M & LANCE A
312 N WALLACE DR
LAS VEGAS NV 89107-0215

25 APR 11 89107

Application Information

SUP-41200 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: OASIS LAS VEGAS, LLC - Request for a Special Use Permit FOR A 50-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 110 North Jones Boulevard (APN 138-25-404-008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

There are already too many signs in that parking lot. This is out of proportion to the other signage along the US. 95.

Lance A

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *May 10, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

30P

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas Agenda Item No.: **109.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

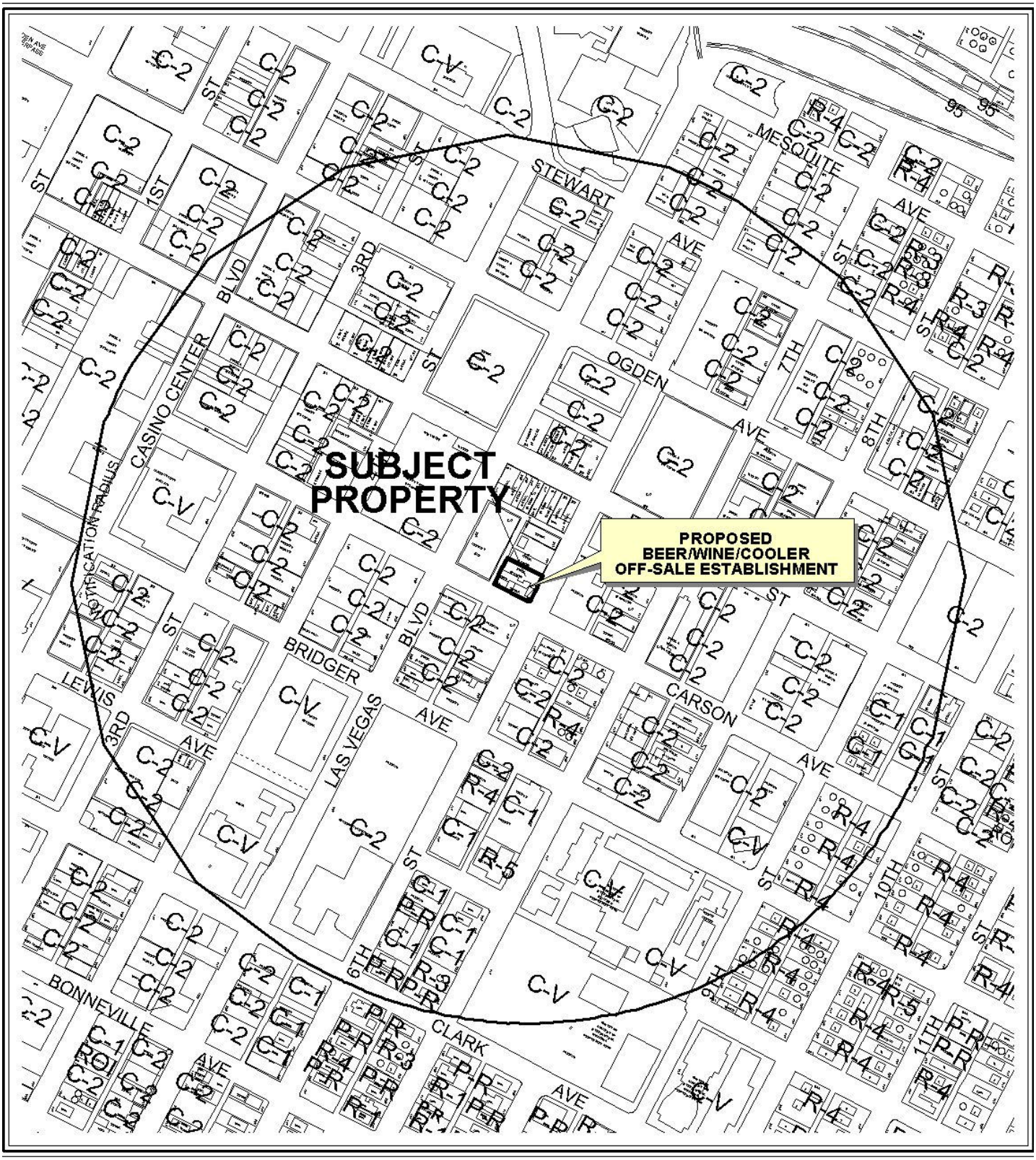
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-41261 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GOOD TIMES SMOKE & CHEW - OWNER: MELE PONO HOLDING CO. – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit TO ADD A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT TO AN EXISTING 1,250 SQUARE-FOOT CONVENIENCE STORE at 124 South Sixth Street, Suite 170 (APN 139-34-611-051), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Appeal Letter Submitted by Simms Law Firm, LLC
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter



0 300 600 Feet

CASE: **SUP-41261**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



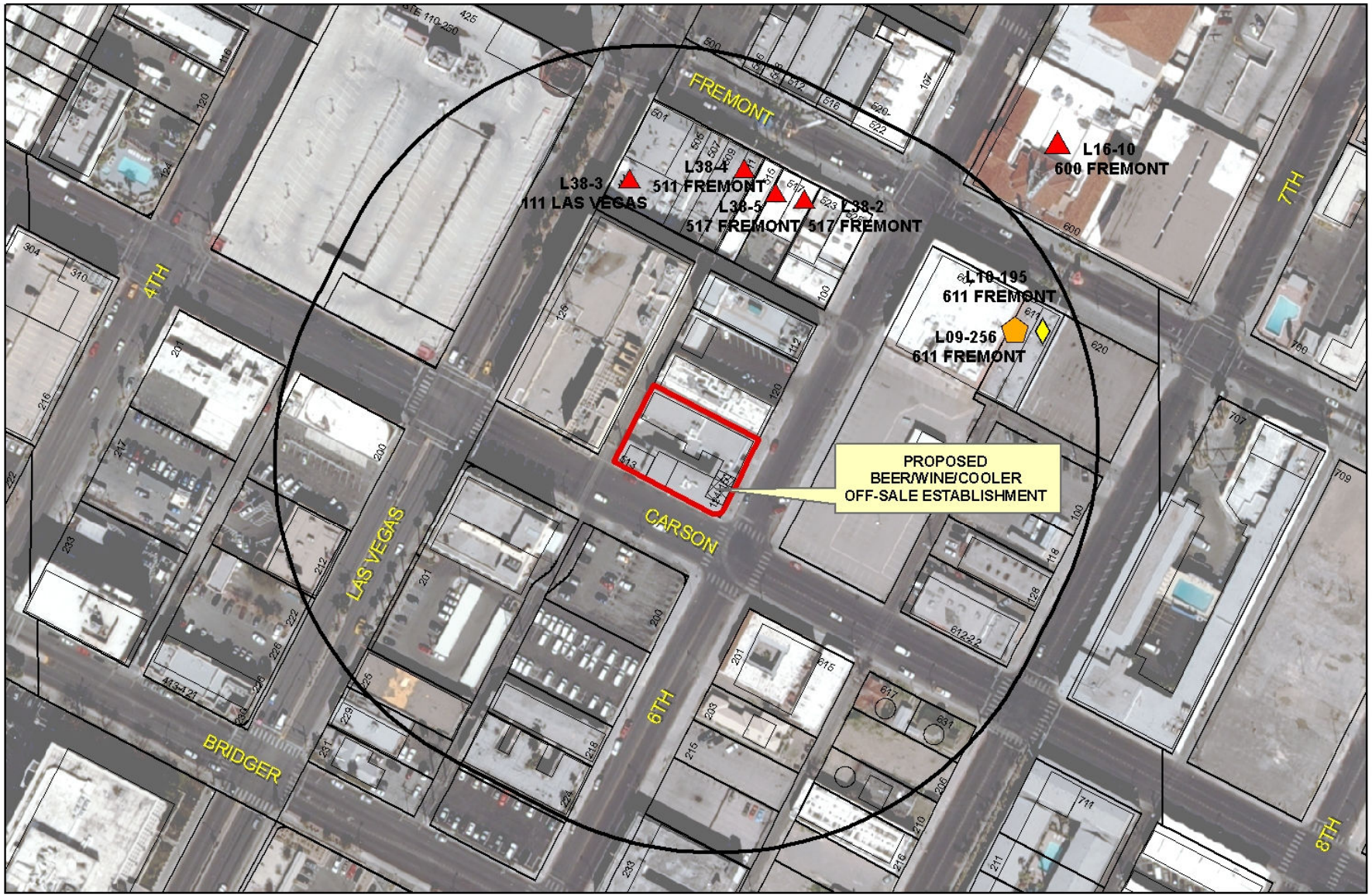
0 300 600 Feet

CASE: **SUP-41261**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-41261

BEER/WINE/COOLER OFF-SALE ESTABLISHMENT

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer
- N

SIMMS LAW FIRM, LLC
Marsha Kimble-Simms, Esq.
216th S. 7th Street, 22
Las Vegas, Nevada 89101
(702) 648-4587
(702) 648-4963

2011 MAY 18 P 4:10
RECEIVED
CITY CLERK

May 18, 2011

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: APPEAL FOR SIXTH STREET STORE (Previously known as Good Time Smoke & Chew) 124 S. 6th Street, Suite 170, Las Vegas, NV 89101
APN: 139 34 611- 051

Dear Planning Commission:

I'm writing this letter on behalf of the Sixth Street Store (Previously known as Good Time Smoke & Chew). They are appealing your previous ruling denying their request for a beer and wine off sale license. The business owner Mr. Izzat Shakir has heeded your suggestions and taken steps to improve the image of the business in order to fit in with the overall prospective future plans for the area. If the license is granted the Sixth Street market will do the following:

1). Hire eight-ten employees,

2). Acquire a long term lease for the premises next door expanding the square footage of the business from 500 square feet to 1600 square feet,

3). Create a Sandwich and beverage shop to provide delivery serve to surrounding offices and residential apartment complexes, and

4). Eventually, evolving into a sit down café/sandwich coffee shop.

He is willing to invest money in the location to create economic development. By acquiring the empty space next door it will be improving the surrounding business environment. This location had been empty for approximately two years. The Sixth Street Store's presence in the neighborhood has enhanced public safety and he is currently collaborating with Freemont security to continue creating a safer environment for patrons. Mr. Shakir is the eyes and ears of the area looking out for the safety and wellbeing of all the visitors, tourist, and neighbors.

He is open to suggestions and advice and looking forward to the continued upward economic growth of the downtown commercial corridor. You may contact Mr. Izzat Shakir at (702) 366-0798 and cell (702) 572-1927.

Very truly yours,

Marsha Kimble-Simms, Esq.

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GOOD TIMES SMOKE & CHEW - OWNER: MELE PONO HOLDING CO.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-41261	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SUP-41261 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. 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 Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

YK

7. All beer and wine coolers shall remain in the original manufacturer's configuration intended for resale.

8. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a Beer/Wine/Cooler Off-Sale Establishment in conjunction with an existing 626 square-foot market on property located at 124 South Sixth Street, Suite 170 (north side of Carson Avenue, west of Sixth Street). The market will be expanding into Suite 160 for an additional 614 square-feet at which time it will exceed the minimum requirement of 1,200 square feet for a convenience store. The parcel also has a hotel, insurance office and art retail store on it. The applicant's justification letter states that the use is compatible with the surrounding uses and would be an additional service he could offer to the walk-in patrons. The project is located in the Fremont East District (aka Entertainment District) of the Downtown Centennial Plan. The district has become an entertainment hub of downtown. The proposed use is not a compatible use within this evolving district; therefore, staff is recommending denial. If the application is denied, no Beer/Wine/Cooler Off-Sale Establishment license would be permitted.

ISSUES

- A Special Use Permit is required to allow a Beer/Wine/Cooler Off-Sale Establishment in a C-2 (General Commercial) zoned district.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/04/01	The City Council approved a Special Use Permit (U-0003-01) for the Sale of Beer and Wine Off Premise Consumption in conjunction with an existing market at 124 South Sixth Street. The Planning Commission and staff recommended approval. This approval expired before being exercised.
10/16/02	The City Council approved the Withdrawal Without Prejudice of a Special Use Permit (U-0089-02) for the Sale of Beer and Wine for Off Premise Consumption in conjunction with an existing market at 124 South Sixth Street. The Planning Commission and staff recommended denial.
05/07/03	The City Council approved a Special Use Permit (SUP-1841) for a Bailbond Service use at 126 South Sixth Street, Suite 150. The Planning Commission had no recommendation and staff recommended denial.
05/05/04	The City Council approved a Required Review (RQR-4177) of a previously approved Special Use Permit (SUP-1841) at 124 South Sixth Street, Suite 150. Staff recommended approval.
06/01/05	The City Council approved a Required Review (RQR-6542) of a previously approved Special Use Permit (SUP-1841) at 124 South Sixth Street, Suite 150. Staff recommended approval.

YK

07/10/08	The Downtown Entertainment Overlay District Design Review Committee approved exterior façade improvements and the addition of an awning at 124 South Sixth Street. Staff recommended approval.
05/10/11	The Planning Commission voted (7-0) to DENY (PC Agenda Item 32/yk).
05/18/11	The applicant filed a letter to the City Clerk requesting an appeal of the Planning Commission's decision.

Most Recent Change of Ownership	
08/19/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/31/03	A Business License (G04-04447-3-096706) for Retail Gift Sales was issued at 124 South 6th Street, Suite 170. The business closed 03/03/09.
03/11/05	A Business License (L33-00703-B-121293) for Lawn Maintenance was issued at 124 South 6th Street, Suite 170. The business closed 03/03/09.
03/11/05	A Business License (R01-00654-2-121293) for Household Maintenance was issued at 124 South 6th Street, Suite 170. The business closed 03/03/09.
12/13/10	A Business License (G04-06600-3-137408) for Retail Gift Sales was issued at 124 South 6th Street, Suite 170. This license is still active.
12/13/10	A Business License (C05-02573-I-137408) for Tobacco Sales was issued at 124 South 6th Street, Suite 170. This license is still active.
12/13/10	A Business License (S15-00014-5-137408) for a Smoke Shop was issued at 124 South 6th Street, Suite 170. This license is still active.

Pre-Application Meeting	
09/14/10	Staff reviewed the requirements for a Special Use Permit with the applicant.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/31/11	Staff visited the site and found an open market in business in the proposed suite.

Details of Application Request	
Site Area	
Net Acres	0.33

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Market Motel Retail Office	C (Commercial)	C-2 (General Commercial)
North	Hotel	C (Commercial)	C-2 (General Commercial)
South	Parking Lot	C (Commercial)	C-2 (General Commercial)
East	Parking Lot	C (Commercial)	C-2 (General Commercial)
West	Offices	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District 200 Feet	X		Y
Downtown Entertainment Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Sixth Street	N/A	N/A	80	Y
Carson Street	Secondary Collector	Master Plan of Streets and Highways	80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Market	1,670 Sq. Ft.	1 space per 175 Sq. Ft.	10				
Office	620 Sq. Ft.	1 space per 300 Sq. Ft.	3				
Retail	2,272 Sq. Ft.	1 space per 175 Sq. Ft.	13				
Hotel	67 rooms	1 space per guest room	67				
TOTAL SPACES REQUIRED			93		6		Y
Regular and Handicap Spaces Required			89	4	6	0	Y

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

ANALYSIS

This site is located a block south of Fremont Street and the Neonopolis mall, within the Fremont East Overlay District of the Downtown Centennial Plan. This area is commonly referred to as "The Entertainment District." The project is also located within the City of Las Vegas Redevelopment Overlay. Redevelopment efforts in this area are not limited to physical improvements such as streetscape, water fountains and the promotion of new private-sector construction. Redevelopment efforts also include evaluation of existing and proposed uses to ensure these do not preclude, prevent, detract from or conflict with redevelopment efforts or with each other.

Parking standards are not automatically applied to projects within the Downtown Centennial Plan. This is an existing development that provides only six on-site parking spaces. None of these parking spaces meet the Americans with Disability Act (ADA) standards. There is ample parking available within two blocks of the project including two public parking garages and on-street parking. A primary north/south public transportation route is also located one block away. For these reasons, the project is considered parking impaired but with acceptable parking alternatives available.

YK

The sale of beer and wine in a pedestrian area may contribute to loitering, intrusive panhandling, petty crimes, and public indecency. These types of activities often are not reported and as a result can be difficult to monitor and correct. The proposed use could compromise public safety as well as the Downtown Centennial Plan/ Redevelopment objectives of the General Plan.

Goal III(A)4 of the Downtown Centennial Plan (p.31) encourages diversity of land uses within a guiding framework to achieve long-term vitality and economic growth. Alcohol is readily available within the area, and approval of this request could lead to a saturation of this particular use. Therefore, staff recommends denial.

FINDINGS (SUP-41261)

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 approval of this request will contribute to a saturation of this type of alcohol use which is already available within the area. This use would not be harmonious or compatible with the surrounding area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The sale of beer and wine for off-premise consumption would not alter the physical characteristics of the existing building and finds the proposed use would be physically suitable on this site if taken alone. At this time, the intensity of alcohol-related uses is elevated in this area.

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 abutting downtown street network is currently underutilized and will be adequate to meet the access requirements of the proposed use. Additionally, the downtown area is well served by public transportation and pedestrian facilities.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

The sale of beer, wine and coolers in a pedestrian area may contribute to loitering, intrusive panhandling, petty crimes, and public indecency could compromise public safety.

5. The use meets all of the applicable conditions per Title 19.12 of the Unified Development Code.

The proposed use meets all minimum standards per Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 38

NOTICES MAILED 201 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-41261** APN: 139346110051

Name of Property Owner: Mele Pono Holding Co

Name of Applicant: Good Times Smoke & Chew

Name of Representative: Izzat Shakir

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: Rosemary Shoong, Pres.

Print Name: Rosemary Shoong

Subscribed and sworn before me

This 15th day of March, 2011

_____

Notary Public in and for said County and State

J. LIPE LAFFERTY
COMM. # 1807853
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES JULY 28, 2012

Revised 11-14-06

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Beer/Wine/cooler off sale

Project Address (Location) 124 South 6th St (suites 180 & 170)

Project Name Good Times Smoke & Chew **Proposed Use** _____

Assessor's Parcel #(s) 13934611051 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed same

Commercial Square Footage 1,250 **Floor Area Ratio** (existing)

Gross Acres 0.33 **Lots/Units** N/A **Density** _____

Additional Information _____

PROPERTY OWNER Mele Pono Holding Co **Contact** _____

Address 8367 W. Flamingo #201 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89147

E-mail Address _____

APPLICANT Good Times Smoke & Chew **Contact** Izzat Shakir

Address 124 So 6th St ste 170 **Phone:** 5721927 **Fax:** _____

City LV **State** NV **Zip** 89101

E-mail Address izzatlv@hotmail.com

REPRESENTATIVE Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Rosemary Shoong

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Rosemary Shoong

Subscribed and sworn before me

This 15th day of March, 20 11.

Notary Public in and for said County and State

J. LIPE LAFFERTY
COMM. # 1807853
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES JULY 28, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-41261
Meeting Date:	5/10/11
Total Fee:	$1,280
Date Received:*	3/22/11
Received By:	Bens.

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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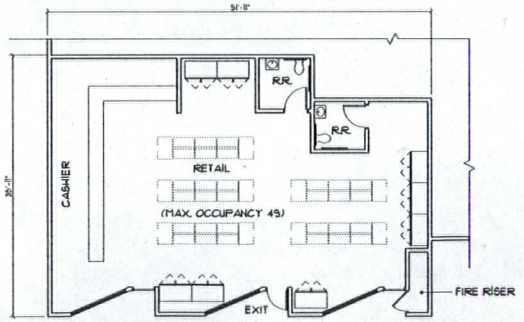
1 VICINITY MAP N.T.S. NORTH

SITE DATA

TOTAL SITE: APN #: 139 34 611 051
SITE AREA: 0.33 ACRES

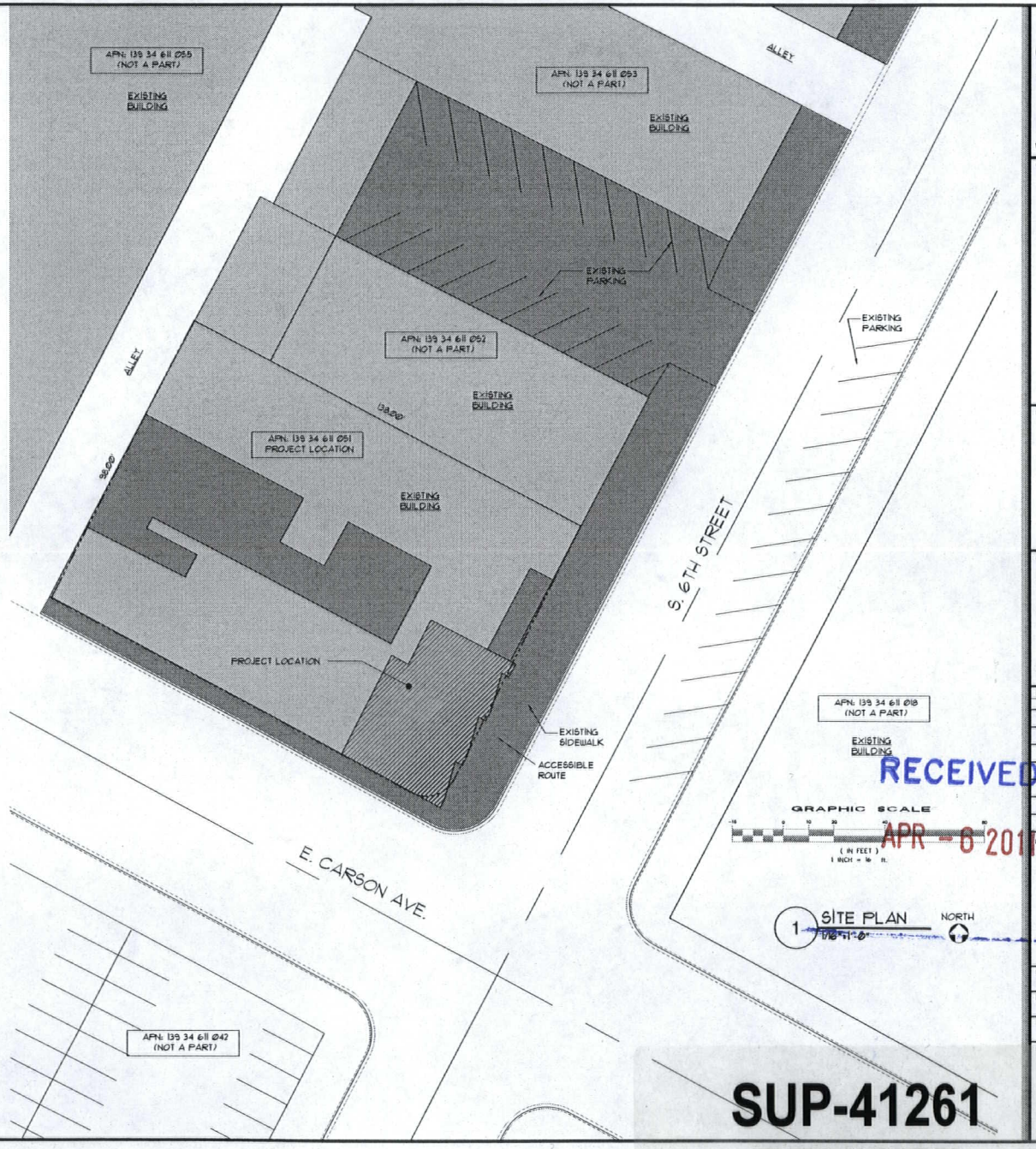
PARKING REQUIREMENTS FOR PROJECT:
THIS PROJECT IS LOCATED IN THE DOWN TOWN CENTENNIAL PLAN OVERLAY DISTRICT: FREEMONT EAST DISTRICT
STANDARD PARKING REQUIREMENTS (1,175 SF) PER TITLE 19-
NOT APPLICABLE

SURROUNDING PARKING HAS BEEN ILLUSTRATED FOR REFERENCE, ALL STRUCTURES AND PARKING IS EXISTING TO REMAIN



C-STORE: 1,670 SF

2 FLOOR PLAN 1/8"=1'-0" NORTH



1 SITE PLAN 1/16"=1'-0" NORTH

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APR - 6 2011

SUP-41261
REVISED

gk3 architecture
2111 EDGEWOOD AVENUE
LAS VEGAS, NEVADA 89102
Tel. (702) 832-0455 • Fax (702) 832-0408
Mobile (702) 256-0418
• kevin@gk3architecture.com
• gamie@gk3architecture.com
WWW.GK3ARCHITECTURE.COM

OWNER:
GOOD TIMES SMOKE & CHEW
IZZAT HUSSAIN SHAKIR
124 SOUTH 6TH ST
SUITE: 110
TEL.: (702) 366-0798

PROJECT:
GOOD TIMES SMOKE & CHEW
124 SOUTH 6TH ST
SUITES: 160, 170 & 180
APN: 139 34 611 051

SEAL:

REVISIONS

NO.	DESCRIPTION

SHEET TITLE:
SITE PLAN & FLOOR PLAN

SCALE: AS NOTED
DATE: 02-23-2011
ISSUED FOR: APPROVAL
SHEET: A1.0



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SUP-41261



SUP-41261 - APPLICANT: GOOD TIMES SMOKE & CHEW - OWNER: MELE PONO HOLDING CO.
124 SOUTH SIXTH STREET, SUITE 170

03/31/11



SUP-41261 - APPLICANT: GOOD TIMES SMOKE & CHEW - OWNER: MELE PONO HOLDING CO.
124 SOUTH SIXTH STREET, SUITE 170

03/31/11



SUP-41261 - APPLICANT: GOOD TIMES SMOKE & CHEW - OWNER: MELE PONO HOLDING CO.
124 SOUTH SIXTH STREET, SUITE 170

03/31/11

2111 Edgewood Ave. • Las Vegas, NV 89102
Phone: 702 932 0455 Fax: 702 932 0456

gk³ architecture

ARCHITECTURE • PLANNING • INTERIOR DESIGN

February 25, 2011

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Justification Statement for
Good Times Smoke & Chew
Special Use Permit
124 So. 6th St. Suite 170 & 180
Las Vegas, NV 89101
APN: 139 34 611 051

Ladies and Gentlemen:

GK³ Architecture, on behalf of Izzat Hussain Shakir, is requesting the review and approval of a Special Use Permit for the Good Times Smoke & Chew convenience store. The store is located at the North West corner of Carson and 6th street. Currently the shop occupies suite 170. The proposed project is to join suite 170 with suite 180 and offer beer/wine/cooler off sale. The project is located in the Down Town Centennial Plan overlay district: Freemont East.

The proposed use conforms with the development pattern in the surrounding area and this is an appropriate use for the site. The benefits for the project are to support the goals of the Centennial Plan by creating a diversity of land uses in the downtown area. The businesses located in the same building include a barber shop, art retail shop, insurance office and a hotel. The store will offer convenience to local residents and adjacent tenants. The shop support's the city's goals to create a pedestrian friendly environment. A majority of the patrons are walk-in's. The uses are supportive and compatible with the neighboring land uses and this project will be an asset to the area.

The approval of the proposed design would not constitute a grant of any special privilege. The building would not allow a use or activity which is not permitted in the C-2 Zone, with a special use permit, and would pose no adverse effect to public health, safety, or welfare.

Thank you for your consideration of these matters.

Sincerely,

Gemie Knisely

Gemie M. Knisely, RA

RECEIVED
MAR 22 2011

SUP-41261

City of Las Vegas Agenda Item No.: **110.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

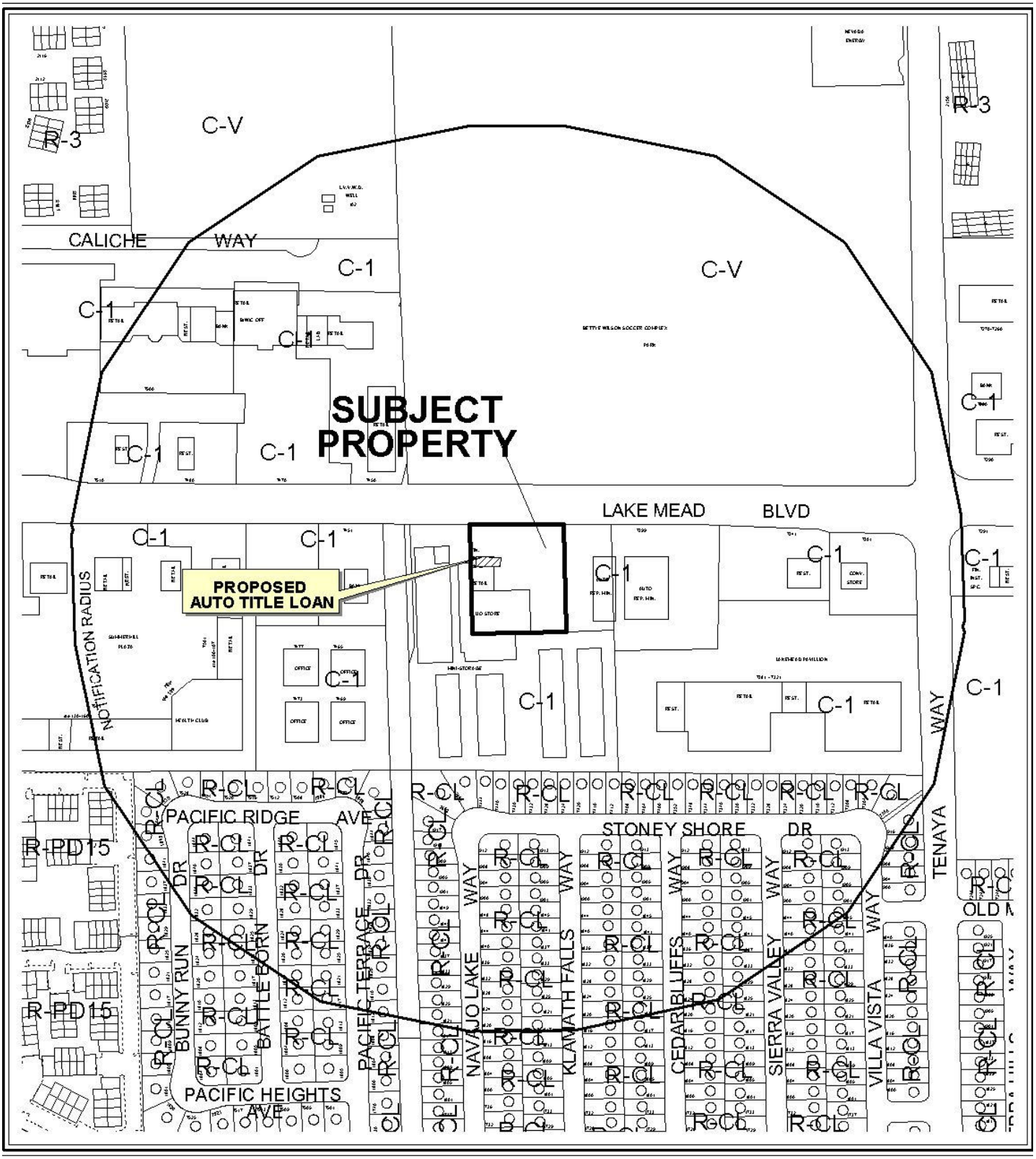
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-41266 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: BUFFALO & LAKE MEAD BLVD, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING NONCONFORMING 1,400 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 970-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND 1,400 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS THE MINIMUM REQUIRED at 7421 West Lake Mead Boulevard, Suite #4 (APN 138-22-302-008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APRPOVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SUP-41266



0 300 600 Feet

CASE: **SUP-41266**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



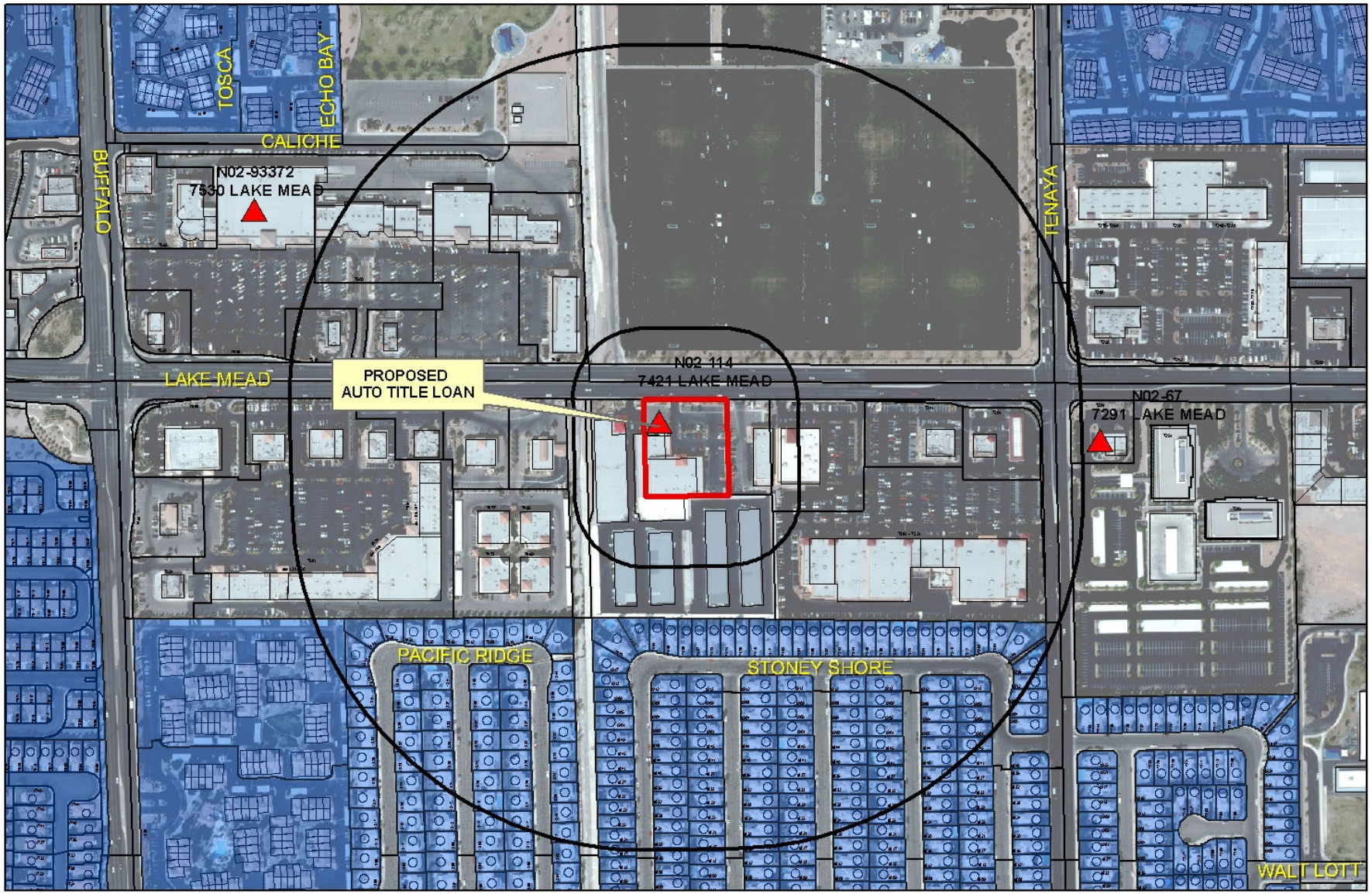
0 300 600 Feet

CASE: **SUP-41266**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-41266
AUTO TITLE LOAN

Financial Business Locations

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 230 460 920 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KOSTER FINANCE, LLC - OWNER: BUFFALO & LAKE MEAD BLVD, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-41266	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-41266 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Title Loan use.

2. Conformance to the approved conditions for Rezoning (U-0078-98), Special Use Permit (U-0078-98) and Site Development Plan Review [Z-0053-95(3)].

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JG

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Auto Title Loan use within an existing nonconforming 1,400 square-foot Financial Institution, Specified at 7421 West Lake Mead Boulevard, Suite #4. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses, as evidenced by the required waivers of distance separation requirement and minimum floor area requirement. If this request is denied, the Auto Title Loan cannot be permitted on this site.

ISSUES

- An Auto Title Loan use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- A Waiver to allow 1,400 square feet of floor area, where 1,500 square feet is required and a 970-foot distance separation from an existing Financial Institution, Specified use, where 1,000 feet is required is needed for approval of the Special Use Permit.
- No vehicular storage is allowed at the site in conjunction with this use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/04/98	The Board of Zoning Adjustment approved a Variance (V-0041-98) to allow a proposed 21,500 square-foot retail center on the side and rear property lines, where a 10-foot side yard setback and a 20-foot rear yard setback are required.
09/28/98	The City Council approved a request for a Special Use Permit (U-0078-98) for a 16,500 square-foot Package Liquor Store and Rezoning (U-0078-98) from U (Undeveloped) under Resolution of Intent to C-1 (Limited Commercial) on property generally located on the south side of Lake Mead Boulevard and west of Tenaya Way. The Planning Commission recommended approval.
09/28/98	The City Council approved a request for a Site Development Plan Review [Z-0053-95(3)] for a 23,000 square-foot commercial center on property generally located on the south side of Lake Mead Boulevard and west of Tenaya Way. The Planning Commission and staff recommended approval.
05/10/11	The Planning Commission voted (6-0) to recommend APPROVAL (PC Agenda Item 34/jg).

JG

Most Recent Change of Ownership	
01/07/99	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/30/99	A building permit (99012865) was issued for the Certificate of Completion for a 5,000 square-foot shell building at 7421 West Lake Mead Boulevard. The permit was finaled on 04/20/00.
04/04/00	A building permit (00006174) was issued for a 1,400 square-foot Non-Work Certificate of Occupancy at 7421 West Lake Mead Boulevard, Suite #4. The permit was finaled on 04/24/00.
07/05/00	A business license (N02-00114) was issued for a Financial Institution, Specified use at 7421 West Lake Mead Boulevard, Suite #4. The license is active.

Pre-Application Meeting	
02/15/11	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit for an Auto Title Loan use were discussed.

Neighborhood Meeting
A Neighborhood Meeting is not required for this application, nor was one held.

Field Check	
03/31/11	During a site visit, staff noted a Financial Institution, Specified to be clean and free of debris.

Details of Application Request	
Site Area	
Net Acres	1.46

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	City Park	PF (Public Facilities)	C-V (Civic)

South	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office / Financial Institution, General (with Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Lake Mead Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement (Per approved Site Development Plan Review [Z-0053-95(3)]							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Package Liquor Off-Sale Establishment	16,500 SF	1/175 SF	95				

JG

General Retail Store, Other Than Listed (Less than 3,500 square feet)	2,400 SF	1/175 SF	14				
General Personal Service (Nail Salon)	6 Stations	2/station	12				
Auto Title Loan (within an existing Financial Institution, Specified)	1,400 SF	1/250 SF	6				
TOTAL SPACES REQUIRED			127		73*		N
Regular and Handicap Spaces Required			122	5	70	3	N

*Pursuant to Title 19.10.010(C), the subject site is a Parking Impaired Development.

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500 square feet of floor area	1,400 square feet	Denial
A 1,000-Foot minimum distance separation from another Financial Institution, Specified use.	970 feet	Denial

ANALYSIS

The proposed Auto Title Loan use will allow a business whose primary function is to lend money on the security of the title to a motor vehicle rather than the security of the vehicle itself. A nonconforming Financial Institution, Specified use currently exists within the building where the proposed Auto Title Loan is to be located. The existing use is nonconforming as a business license was issued 07/05/00, which was prior to the requirement for a Special Use Permit, and distance separation and minimum floor area requirements did not apply. The required parking for the proposed use is the same as the existing Financial Institution, Specified, and no additional spaces are required. No vehicular storage is allowed at the site in conjunction with this use. The subject property is located within the Airport Overlay District with a 175-foot height restriction. The application for an Auto Title Loan use proposes no change to the height of the building.

The applicant has requested waivers to allow a 970-foot distance separation from another Financial Institution, Specified and to allow 1,400 square-foot of floor area. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land use, as is evidenced by the requested waiver of distance separation and gross floor area. The applicant has not provided sufficient evidence that would warrant the granting of waivers to allow reduced distance separation and lack of minimum gross floor area requirement.

FINDINGS (SUP-41266)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use cannot be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties, due to waiver of the distance separation from another Financial Institution, Specified.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of the proposed Auto Title Loan use, as the suite where the proposed Auto Title Loan use is to be located is 1,400 square feet, which is less than the minimum Special Use Permit requirement of 1,500 square feet dedicated to the use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site is accessed by Lake Mead Boulevard. This is sufficient to accommodate the amount of vehicular trips associated with the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use does not meet all Minimum Special Use Permit Requirements pursuant to Title 19.04. Waivers are required to allow a 990-foot distance separation from another Financial Institution, Specified where 1,000 feet is required, and to allow 1,400 square feet of gross floor area, where 1,500 square feet is required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 307 (By City Clerk)

APPROVALS 0

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-41266** APN: 138-22-302-008

Name of Property Owner: Buffalo & Lake Mead BLVD LLC

Name of Applicant: Koster Finance, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Haeun Lee

Subscribed and sworn before me

This 28th day of February, 2011

_____

Notary Public in and for said County and State

Clark County
State of Nevada

SUE E. ROSS
Notary Public, State of Nevada
Appointment No. 02-79133-1
My Appt. Expires Dec 5, 2014

RECEIVED
MAR 22 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 7421 W. Lake Mead Blvd., Suite 4

Project Name Koster's Cash Loans #2 **Proposed Use** Title Loan

Assessor's Parcel #(s) 138-22-302-008 **Ward #** 1 - Tarkanian

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 1040 **Floor Area Ratio**

Gross Acres 1.46 acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER Buffalo & Lake Mead BLVD LLC **Contact** Heu Un Lee

Address 4427 E. Sunset Rd. **Phone:** (702) 451-0100 **Fax:** (702) 451-4522

City Henderson **State** NV **Zip** 89014-2265

E-mail Address

APPLICANT Koster Finance, LLC **Contact** Paul M. Smith

Address 4170 S. Decatur Blvd., Suite B-5 **Phone:** NV **Fax:** (702) 247-9687

City Las Vegas **State** NV **Zip** 89103

E-mail Address PSmith@KosterFinance.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Haeun Lee

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Haeun Lee

Subscribed and sworn before me

This 28th day of February, 20 11.

Sue E. Ross

Notary Public in and for said County and State

Clark Co State of Nevada

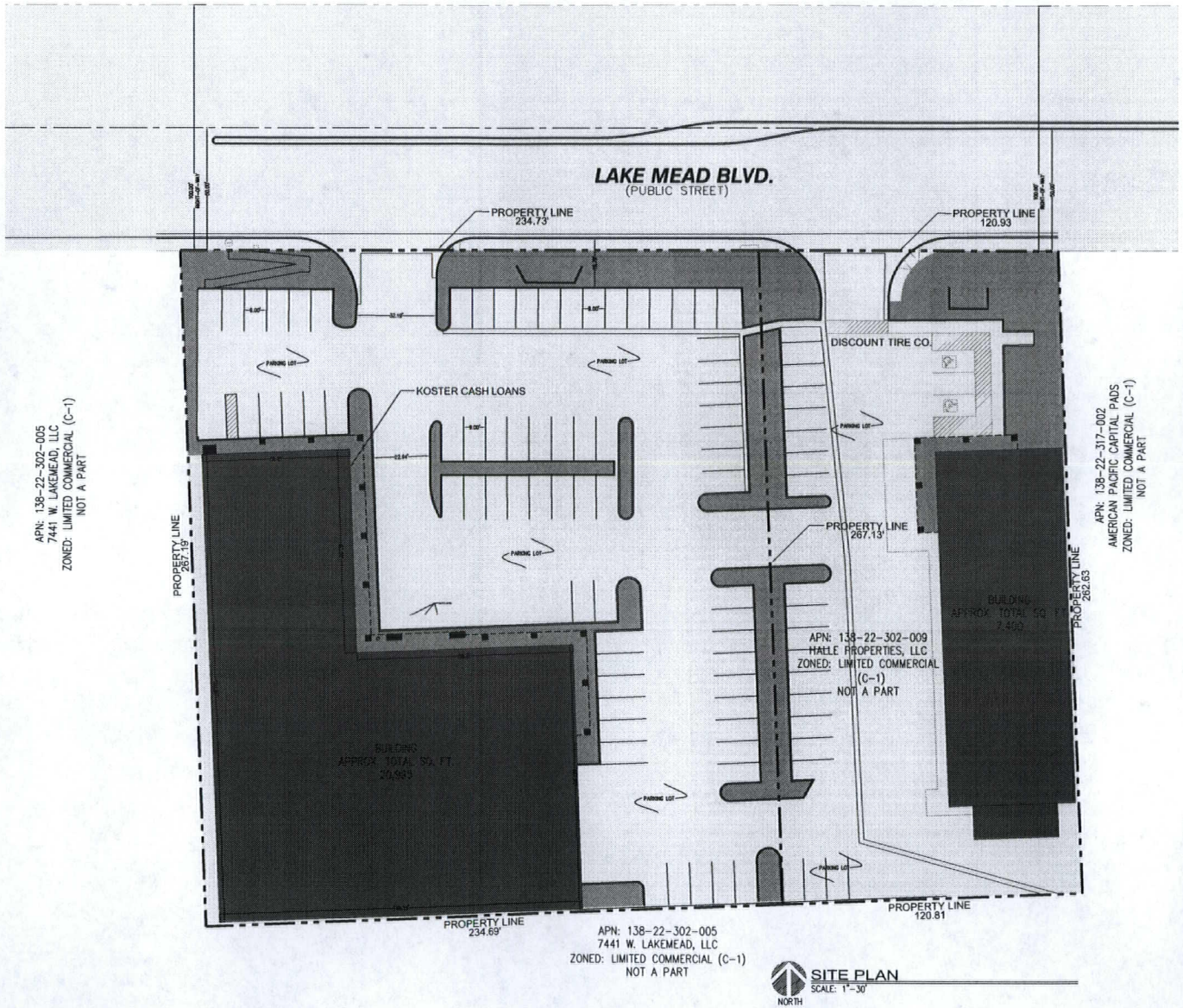
SUE E. ROSS
Notary Public, State of Nevada
Appointment No. 02-79133-1
My Appt. Expires Dec 5, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-41266
Meeting Date:	5/10/11 PC
Total Fee:	$1,030
Date Received:*	3/22/11
Received By:	

RECEIVED
MAR 22 2011

* 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.



SITE PLAN
SCALE: 1"=30'

NORTH

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

LEGEND

- CENTER LINE (TYP)
- CURB AND GUTTER
- RIGHT OF WAY
- BUILDING OVERHANG
- E — EXISTING ELECTRIC (TYP)
- W — EXISTING WATER (TYP)
- PEDESTRIAN SIGNAL
- EXISTING HANDICAP RAMPS (TYP)
- EXISTING REMOVABLE BOLLARD (TYP)
- PIPE BOLLARDS(TYP)

SITE CALCULATIONS

SQUARE FOOTAGES:

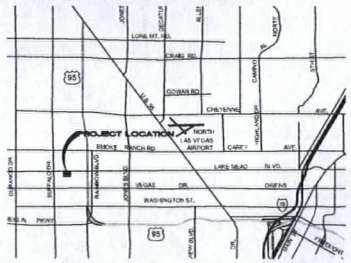
PROPERTY SIZE	63,740 SQ. FT.
OVERALL BUILDING SIZE	20,995 SQ. FT.
KOSTER'S RETAIL	1,296.51 SQ. FT.

PARKING:

TOTAL EX. PARKING SPACES	67 TOTAL
TOTAL EX. HANDICAP SPACES	5 TOTAL
KOSTER'S RETAIL REQUIRED SPACES	6 (MIN. 5 PER 1000 SQ.FT)

PROPERTY INFORMATION

PARCEL NUMBER: 13822302008
OWNER NAME: BUFFALO & LAKE MEAD BLVD, LLC
SITE ADDRESS: 4721 W. LAKE MEAD BLVD. #4 LV, NV 89128
ZONING: (C-1) LIMITED COMMERCIAL DISTRICT



VICINITY MAP
NOT TO SCALE

RECEIVED
APR 12 2011

DRAWING DISCLAIMER:

THIS DISCLAIMER APPLIES TO ALL IDEAL SOLUTIONS CUSTOMERS AS WELL AS ANY PARTY USING THESE DRAWINGS TO OBTAIN INFORMATION NEEDED TO ORDER, COORDINATE, CONSTRUCT, FABRICATE, OR INSTALL MATERIALS FOR THIS PROJECT.HIS ALSO APPLIES TO ALL CONTRACTORS AND TRADES.
THIS DRAWING IS AN INTERPERTATION OF THE PROJECT BY IDEAL SOLUTIONS. THIS DRAWING WAS GENERATED FOR IDEAL SOLUTIONS CLIENT. THE INTERPERTATION OF THESE DRAWINGS IS AFFECTED BY THE INFORMATION GIVEN TO IDEAL SOLUTIONS BY ITS CLIENT AS WELL AS INDUSTRY STANDARDS AND TECHNICAL INFORMATION. IN CASES WHERE IDEAL SOLUTIONS IS NOT PROVIDED WITH THE NECESSARY INFORMATION, IT WILL BE IDEAL SOLUTIONS DECISION WETHER TO ASSUME, EXTRAPOLATE OR OMIT THIS INFORMATION IN ORDER TO COMPLETE THE DRAWINGS. IT IS THE RESPONSIBILITY OF IDEAL SOLUTIONS CLIENT (OR END USER IF APPLICABLE) TO REVIEW THE PLAN DRAWINGS. IDEAL SOLUTIONS NOR IT'S DRAFTSMAN SHALL NOT BE LIABLE OR RESPONSIBLE FINANCIALLY FOR ANY ERRORS AND/OR OMISSIONS FROM THESE DRAWINGS. ARCHITECTURAL, ENGINEER AND/OR CONTRACTOR APPROVAL DOES NOT RELIEVE IDEAL SOLUTIONS CLIENT FROM REVIEWING THESE DRAWINGS AS NOTED ABOVE.

NO.	REVISION	BY	DATE	APP.	DATE
6					
5					
4					
3					
2					
1					

KOSTER'S CASH LOANS
LAS VEGAS, NEVADA

SHEET:
EXISTING SITE PLAN LAYOUT
7421 W. LAKE MEAD BLVD. #4
LAS VEGAS, NV 89128

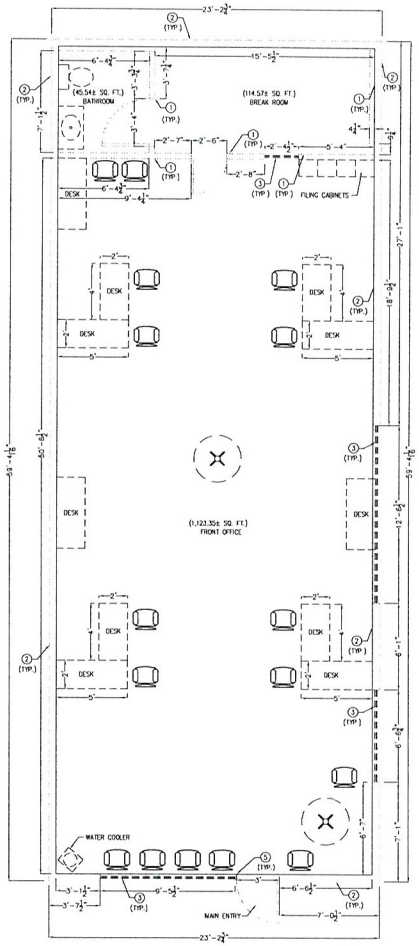
Ideal Solutions
CAD DRAFTING AND DESIGN CONSULTING SERVICES
3651 LINDELL ROAD SUITE D, LAS VEGAS, NEVADA 89103
TEL: (702) 222-3623 FAX: (702) 222-3623 IDEALSOLUTIONSDRAFTING@COX.NET
WWW.IDEALSOLUTIONSDRAFTING.COM

CLIENT INFO:
KOSTER FINANCE, LLC
4170 S. DECATUR BLVD.
BLDG #8-2
LAS VEGAS, NV 89103
PH. 702.296.6324
FAX. 702.247.9687

DESIGNED BY: RDP
DRAWN BY: RDP
CHECKED BY: RDP
SCALE: 1" = 30'
PROJECT DATE: MARCH, 2011

SHEET
S-2
2 OF 2

SUP-41266
REVISED



EXISTING FLOOR PLAN
SCALE: 1/4" = 1'
NORTH

LEGEND

- EXISTING
- EX. TO BE REMOVED
- PROPOSED
- EX. GFI OUTLET
- EX. STANDARD OUTLET
- EX. 125V 30A OUTLET
- EX. FOUR PLEX OUTLET
- EX. JUNCTION BOX
- EX. OUTLET
- EX. DATA JACK
- EX. TELEPHONE JACK
- EX. TELEVISION JACK
- EX. SINGLE SWITCH
- WH — EX. WATER HEATER
- EXISTING DOOR
- EXISTING TOILET
- EXISTING WALL
- EXISTING WINDOW
- EXISTING TABLE

KEY NOTES – EX. FLOOR PLAN

1. EXISTING INTERIOR WALL
2. EXISTING EXTERIOR WALL
3. EXISTING WINDOW
4. EXISTING SLIDING GLASS DOOR
5. EXISTING STANDARD DOOR
6. EXISTING POCKET DOOR

ABBREVIATIONS

DO	DOOR OPENING	SIM	SIMILAR	SPAND	SPANDREL
REQ'D	REQUIRED	VER	VERIFY	INSUL	INSULATION
OPP	OPPOSITE	PTD	PAINTED		
BO	BY OTHERS	WC	WATER CLOSET		
FV	FIELD VERIFY	WH	WATER HEATER		
ANG	ANGLE	WDW	WINDOW		
SHT	SHEET	EA	EACH		
DTL	DETAIL	FLR	FLOOR		
ELEV	ELEVATION	EXT	EXTERIOR		
SURF	SURFACE	INT	INTERIOR		

CALCULATIONS

NAME:	SQUARE FOOTAGE	USAGE
FRONT OFFICE	1,123.35	X
BREAK ROOM	114.57	X
BATHROOM	45.54	X
TOTAL OVERALL INTERIOR SQUARE FOOTAGE:		1,294.46

DRAWING GUIDELINES

1. ALL DIMENSIONS SHOWN ON THIS DRAWING SHOULD BE CHECKED/VERIFIED PRIOR TO THE ORDERING OF ANY MATERIALS AND PRIOR TO THE FABRICATION AND INSTALLATION OF ANY MATERIALS.

2. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF A FULL SET OF ARCHITECTURAL DRAWINGS. SOME PERIMETER CONDITIONS MAY BE SHOWN AS UNKNOWN. THESE CONDITIONS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION FOR THEIR EFFECT ON THE WORK BEING PERFORMED.

3. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF STRUCTURAL DRAWINGS. THIS MAY AFFECT THE LOCATION AND SIZING. THE STRUCTURAL LAYOUT IN THESE AREAS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION OF THE WORK.

DRAWING DISCLAIMER:

THIS DISCLAIMER APPLIES TO ALL IDEAL SOLUTIONS CUSTOMERS AS WELL AS ANY PARTY USING THESE DRAWINGS TO OBTAIN INFORMATION NEEDED TO ORDER, COORDINATE, CONSTRUCT, FABRICATE, OR INSTALL MATERIALS FOR THIS PROJECT.THIS ALSO APPLIES TO ALL CONTRACTORS AND TRADES.
THIS DRAWING IS AN INTERPERTATION OF THE PROJECT BY IDEAL SOLUTIONS. THIS DRAWING WAS GENERATED FOR IDEAL SOLUTIONS CLIENT. THE INTERPERTATION OF THESE DRAWINGS IS AFFECTED BY THE INFORMATION GIVEN TO IDEAL SOLUTIONS BY ITS CLIENT AS WELL AS INDUSTRY STANDARDS AND TECHNICAL INFORMATION. IN CASES WHERE IDEAL SOLUTIONS IS NOT PROVIDED WITH THE NECESSARY INFORMATION, IT WILL BE IDEAL SOLUTIONS DECISION WETHER TO ASSUME, EXTRAPOLATE OR OMIT THIS INFORMATION IN ORDER TO COMPLETE THE DRAWINGS. IT IS THE RESPONSIBILITY OF IDEAL SOLUTIONS CLIENT (OR END USER IF APPLICABLE) TO REVIEW THE PLAN DRAWINGS. IDEAL SOLUTIONS NOR IT'S DRAFTSMAN SHALL NOT BE LIABLE OR RESPONSIBLE FINANCIALLY FOR ANY ERRORS AND/OR OMISSIONS FROM THESE DRAWINGS. ARCHITECTURAL, ENGINEER AND/OR CONTRACTOR APPROVAL DOES NOT RELIEVE IDEAL SOLUTIONS CLIENT FROM REVIEWING THESE DRAWINGS AS NOTED ABOVE.

EXISTING CONDITIONS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL EXISTING JOB CONDITIONS. ANY ADVERSE EXISTING CONDITIONS AFFECTING WORK SHOWN ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION THE CLIENT AND IDEAL SOLUTIONS FOR POSSIBLE CLARIFICATION OR RECONCILIATION.

ADA AND LEGAL DISCLAIMER

THIS DOCUMENT IS NOT REPRESENTED TO COMPLY WITH ALL REQUIREMENTS CONTAINED IN THE ADA OR OTHER LAWS. IDEAL SOLUTIONS IS NOT LICENCED TO INTERPRET LAWS OR GIVE ADVISE CONCERNING LAWS. THE OWNER SHOULD HAVE THIS DOCUMENT REVIEWED BY HIS ATTORNEY TO DETERMINE LEGAL COMPLIANCE.

CONTRACTOR'S NOTE

EXISTING POWER AND UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING POWER AND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. IDEAL SOLUTIONS ASSUMES NO RESPONSIBILITY FOR POWER AND UTILITIES NOT SHOWN OR POWER AND UTILITIES NOT SHOWN IN THEIR PROPER LOCATIONS.

RECEIVED
MAR 22 2011

PROPERTY INFORMATION

PARCEL NUMBER: 138223020O8
OWNER NAME: BUFFALO & LAKE MEAD BLVD. LLC
SITE ADDRESS: 7421 W. LAKE MEAD #4 LAS VEGAS, NV 89128
ZONING: (C-1) LIMITED COMMERCIAL DISTRICT
ESTIMATED INTERIOR SQUARE FOOTAGE: 1,294.46 SQ.FT.

NO.	REVISION	BY	DATE APP.	DATE
6				
5				
4				
3				
2				
1				

KOSTER'S CASH LOANS
LAS VEGAS, NEVADA

SHEET: EXISTING FLOOR PLAN LAYOUT
7421 W. LAKE MEAD #4
LAS VEGAS, NV 89128

Ideal Solutions
CAD DRAFTING AND DESIGN CONSULTING SERVICES
3651 LINDELL ROAD, SUITE D-1000, LAS VEGAS, NEVADA 89103
TEL: (702) 256-2583 EMAIL: INFO@IDEALSOLUTIONSDRAFTING.COM
WWW.IDEALSOLUTIONSDRAFTING.COM

CLIENT INFO:
KOSTER FINANCE, LLC
4170 S. DECATUR BLVD.
SUITE 1
LAS VEGAS, NV 89103
PH. 702.256.5234
FAX. 702.247.9687

DESIGNED BY: RDP
DRAWN BY: RDP
CHECKED BY: RDP
SCALE: 1/4" = 1'
PROJECT DATE: MARCH, 2011

SHEET
S-2
2 OF 2

SUP-41266



SUP-41266 - APPLICANT: KOSTER FINANCE, LLC - OWNER: BUFFALO & LAKE MEAD BLVD, LLC
7421 WEST LAKE MEAD BOULEVARD, SUITE #4

03/31/11

KOSTER FINANCE, LLC
4170 S. Decatur Blvd. Suite B-5 ▪ Las Vegas, Nevada 89103 ▪ phone 702.248.0110 ▪ fax 702.247.9687

February 24, 2011

RE: Parcel Number 138-22-302-008

City of Las Vegas
Planning and Development
333 N. Rancho Rd.
Las Vegas, NV 89101

To Whom It May Concern,

Attached is an application for a Special Use Permit that is being submitted for your approval. The parcel for which the Special Use Permit is being sought currently houses a Koster's Cash Loans location that is licensed to do High-Interest Loans. Koster's would like to expand our services to include Check Cashing, Deferred Deposit and Title Loans at this site.

Koster Finance, LLC d/b/a Koster's Cash Loans would like to request a waiver of the 1000 foot separation requirement as this location is 970 feet from an existing Title Loan use. Koster's would also like to request a waiver of the requirement that the portion of the building dedicated to this use be 1,500 sq. ft. or greater, as this location is 1,400 sq. ft.

The hours of operation will not extend beyond the hours of 08:00 and 23:00, and no additional parking is required for this site pursuant to Title 19.04.

Should you require anything further, please do not hesitate to call me. I can be reached at my office (702-248-0110) or on my cell phone (702-296-6324).

Respectfully,

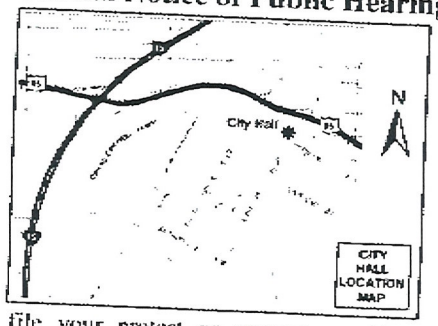
Paul M. Smith
Executive Admin. Assistant
Koster Finance, LLC

RECEIVED
MAR 22 2011
SUP-41266

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the ~~epartment of Planning, Case Planning~~ Division at the address listed above or x this side of this card to (702) 385-7268. If you would like to contact your ouncil Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

JP-41266

anning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M
0004279218
$ 00.41⁴
APR 28 2011
MAILED FROM ZIPCODE 89101

13822310042 Case: SUP-41266
CLARK RUSSELL & NADIA FAMILY TR
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031

RECEIVED
MAY - 3 2011

34P

MAY-02-2011 19:50 From:7022555015

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
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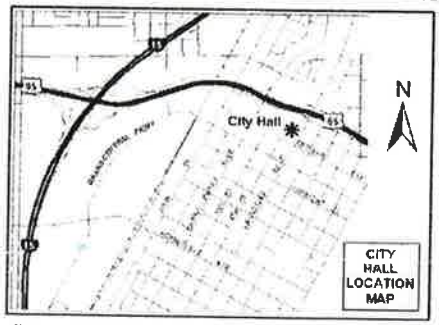
APR 28 201
MAILED FROM ZIP CODE 8910

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41266

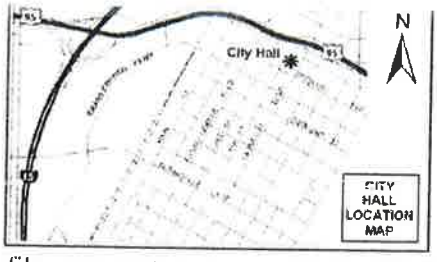
Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-41266

13822311031
COOK PATRICK L & KONNIE K
1833 CEDAR BLUFFS WY
LAS VEGAS NV 89128-3022

1 1 BRDFN11 89128



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41266

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-41266

13822311004
DOPUDJA JOSEPH M
1845 KLAMATH FALLS WY
LAS VEGAS NV 89128-3014

1 1 BRDFN11 89128

34
2P

City of Las Vegas Agenda Item No.: **111.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

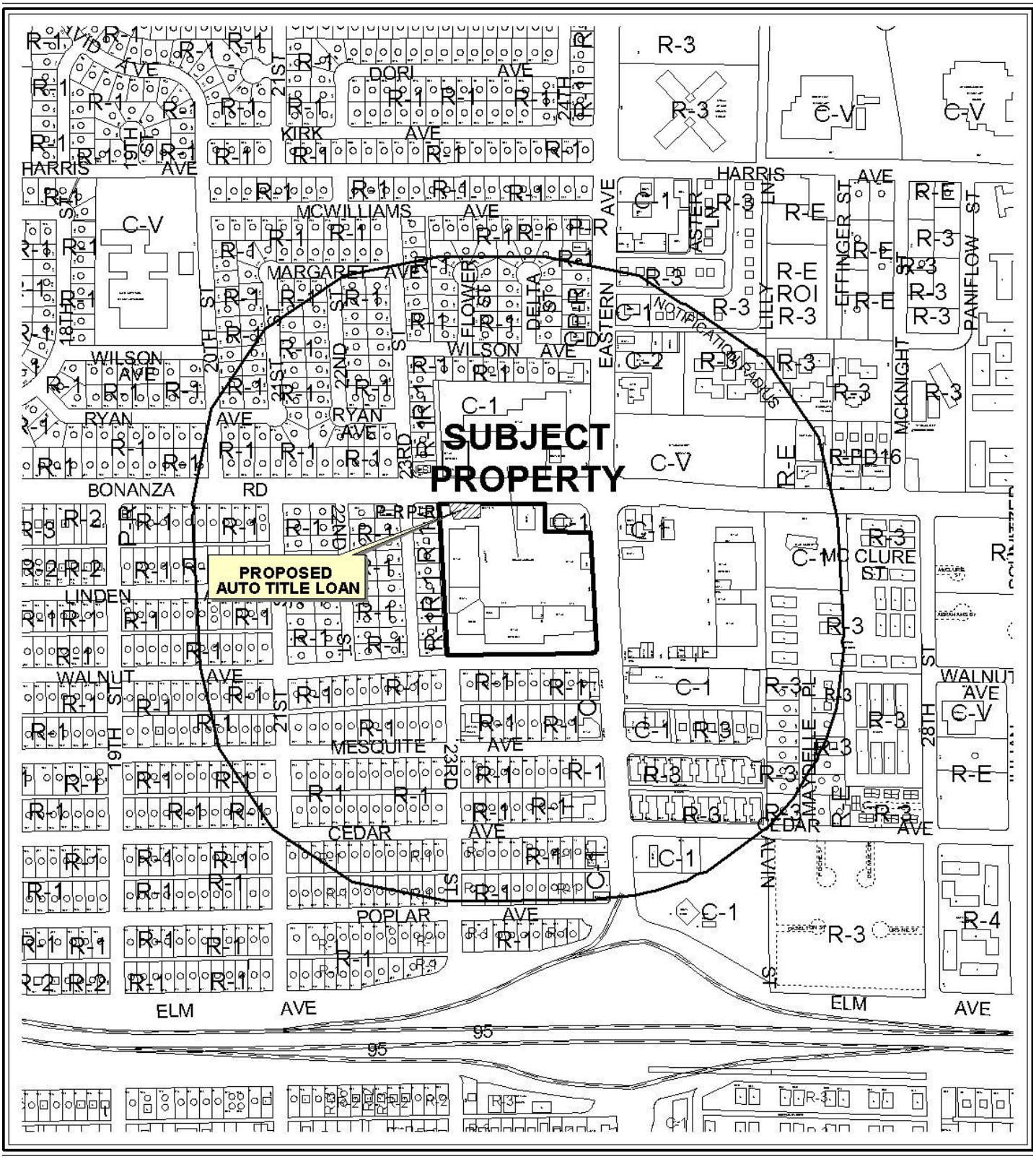
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-41267 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: C EAGLE SPIRIT, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING NONCONFORMING 4,845 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW NO DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED, AND A 100-FOOT DISTANCE SEPARATION FROM AN EXISTING AUTO TITLE LOAN WHERE 1,000 FEET IS REQUIRED at 2300 East Bonanza Road (APN 139-35-501-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SUP-41267



0 400 800 Feet

CASE: **SUP-41267**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



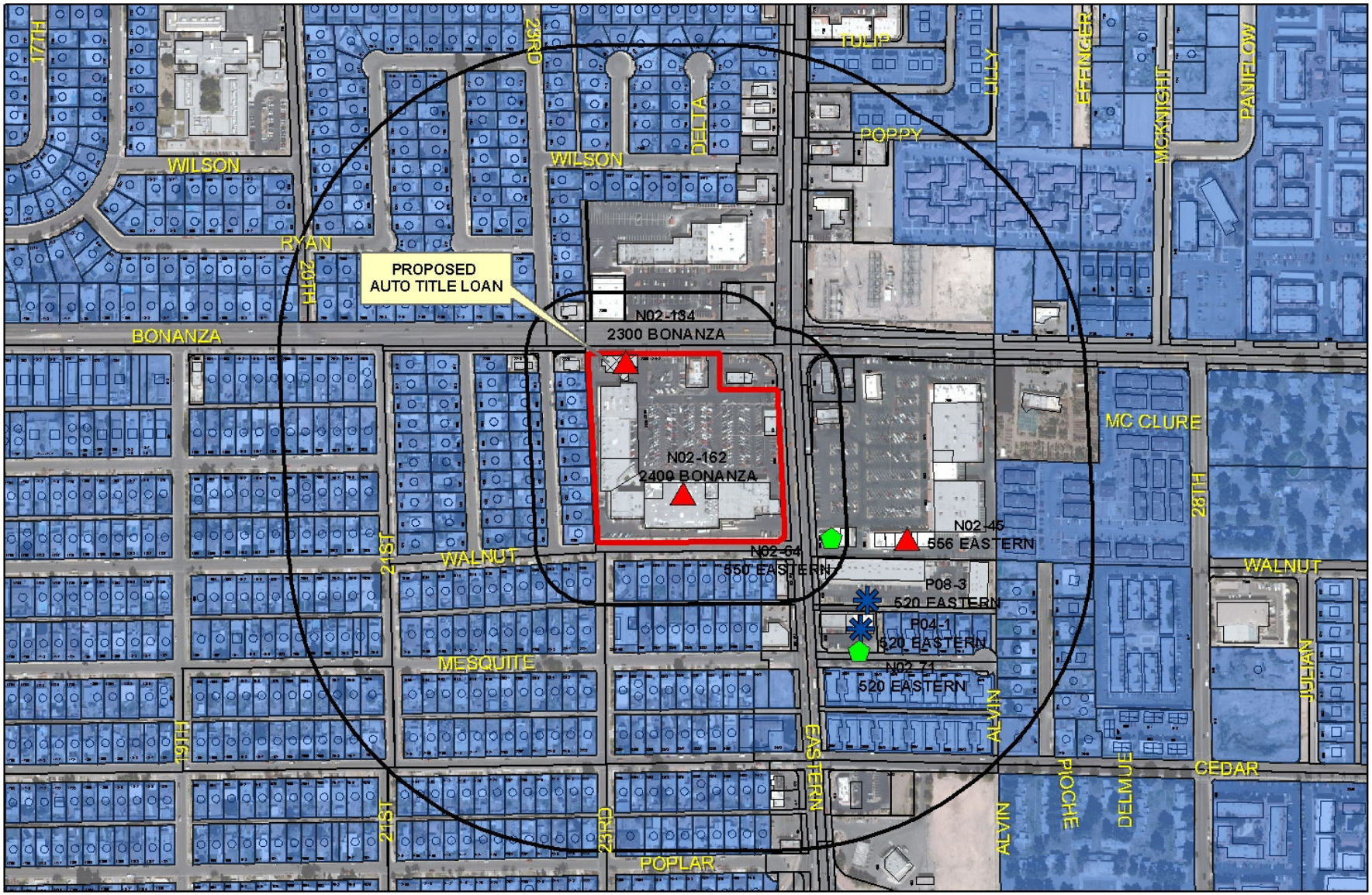
0 400 800 Feet

CASE: **SUP-41267**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-41267
AUTO TITLE LOAN

Financial Business Locations

- Financial Institution, Specified
- Pawnshops
- Automobile Title Loan

Subject Property
Residential Property
200ft & 1000ft Buffer

0 265 530 1,060 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KOSTER FINANCE, LLC - OWNER: C EAGLE SPIRIT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-41267	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-41267 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Title Loan use.

2. Conformance to the approved conditions for Rezoning (Z-0093-64), Special Use Permit (SUP-2962) and Site Development Plan Review (Z-0093-64).

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All unpermitted signage and signage not meeting the requirements of Title 19 shall be brought into compliance or removed within 10 days of final approval.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Auto Title Loan use within an existing 4,845 square-foot nonconforming Financial Institution, Specified at 2300 East Bonanza Road. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses, as evidenced by the waivers of distance separation requirements. If this request is denied, the Auto Title Loan cannot be permitted on this site.

ISSUES

- An Auto Title Loan use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- A Waiver to allow no distance separation from a residential use where 200 feet is required and a 100-foot distance separation from an existing Auto Title Loan use where 1,000 feet is required is needed for approval of the Special Use Permit.
- No vehicular storage is allowed at the site in conjunction with this use.
- At the time Special Use Permit (SUP-2962) was approved, no minimum distance separations were required for a Financial Institution, Specified use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/02/64	The Board of City Commissioners approved a request to Rezone (Z-0093-64) from R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on property generally located on the northwest corner of Walnut Avenue and 25th Street.
06/16/65	The Board of City Commissioners approved a request for a Plot Plan Review (Z-0093-64) for a shopping center on property generally located on the northwest corner of Walnut Avenue and 25th Street.
10/25/84	The Board of Zoning Adjustments approved a Variance (V-0106-84) to allow an additional 15,000 square-foot of future food service / restaurant uses with the existing 408 parking spaces in the shopping center where 648 spaces are required.
01/12/98	The City Council approved a Special Use Permit (U-0121-97) to allow a Pawn Shop and Second-Hand Dealership within an existing shopping center at 2300 East Bonanza Road. The Planning Commission recommended approval.

01/07/04	The City Council approved a Special Use Permit (SUP-2962) to allow a Financial Institution, Specified within an existing shopping center at 2300 East Bonanza Road. The Planning Commission and staff recommended denial.
05/10/11	The Planning Commission voted (5-1/vq) to recommend DENIAL PC Agenda Item 35/jg).

Most Recent Change of Ownership	
01/27/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1966	The shopping center at 2320 East Bonanza Road was constructed.
01/21/98	A building permit (98001097) was issued for Certificate of Occupancy at 2300 East Bonanza Road for a 4,845 square-foot E-Z Cash, Super Pawn. The permit was finaled on 03/09/98.
01/28/04	A business license (N02-00134) was issued for a Non-Depository Lender at 2300 East Bonanza Road. The license is active.

Pre-Application Meeting	
02/15/11	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit for an Auto Title Loan use were discussed.

Neighborhood Meeting
A Neighborhood Meeting is not required for this application, nor was one held.

Field Check	
03/31/11	During a site visit, staff noted a Financial Institution, Specified to be clean and free of debris, with an unpermitted banner located on the metal railing.

Details of Application Request	
Site Area	
Net Acres	8.77

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
	General Personal Service		P-R (Professional Office and Parking)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Bonanza Road	Primary Arterial	Master Plan of Streets and Highways	105	Y*
Eastern Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y

*Per the Master Plan of Streets and Highways Bonanza Road is a 100-foot Primary Arterial.

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement [Per approved Variance (V-0106-84)]							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	106,127 SF	1/250 SF	425				
TOTAL SPACES REQUIRED			425		408*		N
Regular and Handicap Spaces Required			416	9	388	20	N

*Pursuant to Title 19.10.010(C), the subject site is a Parking Impaired Development.

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-Foot minimum distance separation from a residential property.	No distance separation	Denial
A 1,000-Foot minimum distance separation from another Auto Title Loan use.	100 feet	Denial

ANALYSIS

The proposed Auto Title Loan use will allow a business whose primary function is to lend money on the security of the title to a motor vehicle rather than the security of the vehicle itself. A nonconforming Financial Institution, Specified use currently exists within the building where the proposed Auto Title Loan is to be located. The required parking for the proposed use is the same as the existing Financial Institution, Specified, and no additional spaces are required. No vehicular storage is allowed at the site in conjunction with this use. The subject property is located within the Las Vegas Redevelopment Plan Area and would not have a negative impact on the Las Vegas Redevelopment Plan Area.

The applicant has requested waivers to allow a 90-foot distance separation from residential property, and to allow a 100-foot distance separation from another Financial Institution, Specified. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land use, as is evidenced by the requested waivers of distance separation. The applicant has not provided sufficient evidence that would warrant the granting of waivers to allow reduced distance separation requirements.

FINDINGS (SUP-41267)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use cannot be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties, due to waivers of the distance separation from residentially zoned property, from another Financial Institution, Specified.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed Auto Title Loan use, as the suite where the proposed Auto Title Loan use is to be located is 4,845 square feet, exceeding the minimum Special Use Permit requirement of 1,500 square feet dedicated to the use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site is accessed by Bonanza Road and Eastern Avenue. Both streets are sufficient to accommodate the amount of vehicular trips associated with the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use does not meet all Minimum Special Use Permit Requirements pursuant to Title 19.04. Waivers are required to allow no distance separation from a residential property where 200 feet is required, to allow a 100-foot distance separation from another Financial Institution, Specified where 1,000 feet is required,

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 40

NOTICES MAILED 386 (By City Clerk)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-41267 APN: 139-35-501-001

Name of Property Owner: C Eagle Spirit, LLC

Name of Applicant: Koster Finance, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Mary Connolly

Print Name: MARY CONNOLLY

State of Nevada
County of Washoe
Subscribed and sworn before me

This 20th day of April, 2011, by
xx Mary Elizabeth Connolly. xx

Kimberly K. Foster
Notary Public in and for said County and State

KIMBERLY K. FOSTER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 98-0552-2 - Expires July 13, 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 2300 E. Bonanza Rd.

Project Name Koster's Cash Loans #E **Proposed Use** Title Loan

Assessor's Parcel #(s) 139-35-501-001 **Ward #** 3 - Reece

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 4845 **Floor Area Ratio**

Gross Acres 8.77 acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER C Eagle Spirit, LLC **Contact** Connolly Properties

Address 3212 Jefferson St., Suite 414 **Phone:** (702) 455-1081 **Fax:** (702) 451-4522

City Napa **State** CA **Zip** 94558

E-mail Address

APPLICANT Koster Finance, LLC **Contact** Paul M. Smith

Address 4170 S. Decatur Blvd., Suite B-5 **Phone:** NV **Fax:** (702) 247-9687

City Las Vegas **State** NV **Zip** 89103

E-mail Address PSmith@KosterFinance.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Mary Connolly

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mary Connoly

Subscribed and sworn before me

This 21st day of April, 2011.

Irma Borrego

Notary Public in and for said County and State

IRMA BORREGO
Notary Public, State of Nevada
Appointment No. 02-74306-1
My Appt. Expires Feb 28, 2014

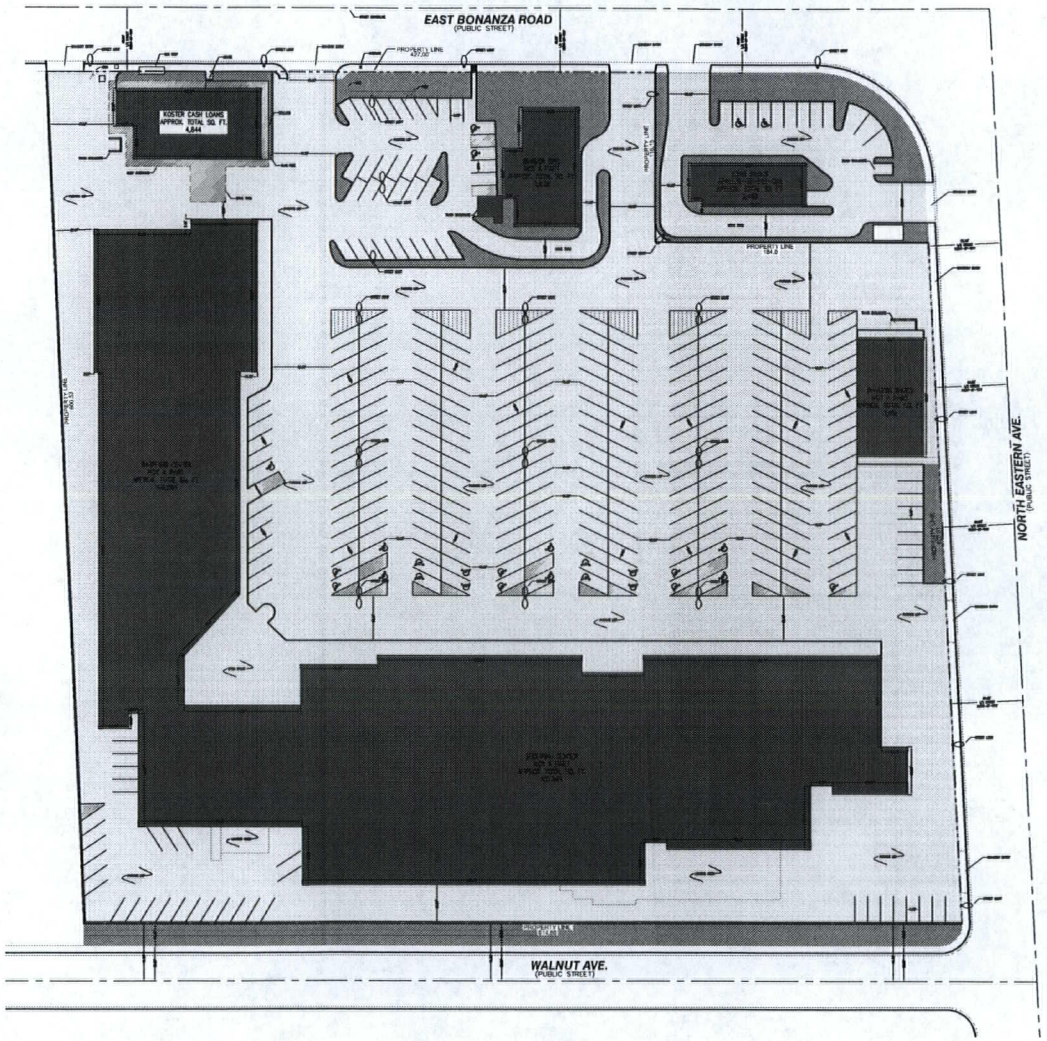
FOR DEPARTMENT USE ONLY

Case #	SUP-41267
Meeting Date:	5/10/11
Total Fee:	$1030.00
Date Received:*	4/21/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08



SITE PLAN
SCALE: 1"=30'

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

LEGEND

- CENTER LINE (TYP)
- CURB AND GUTTER
- RIGHT OF WAY
- BUILDING OVERHANG
- E — EXISTING ELECTRIC (TYP)
- W — EXISTING WATER (TYP)
- PEDESTRIAN SIGNAL
- EXISTING HANDICAP RAMPS (TYP)
- EXISTING REMOVABLE BOLLARD (TYP)
- PIPE BOLLARDS(TYP)

SITE CALCULATIONS

SQUARE FOOTAGES:

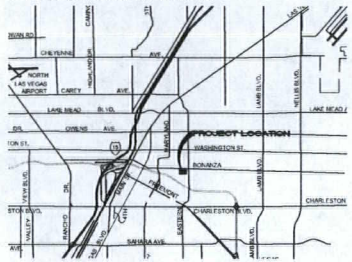
PROPERTY SIZE	8.77 ACRES
OVERALL BUILDING SIZE	4,844 SQ. FT.
KOSTER'S RETAIL	4,844 SQ. FT.

PARKING:

TOTAL EX. PARKING SPACES	309 TOTAL
TOTAL EX. HANDICAP SPACES	14 TOTAL
KOSTER'S RETAIL REQUIRED SPACES	25 (MIN. 5 PER 1000 SQ.FT)

PROPERTY INFORMATION

PARCEL NUMBER: 139-35-501-001
OWNER NAME: C EAGLE SPIRIT, LLC
SITE ADDRESS: 2300 E BONANZA RD LAS VEGAS, NV 89101
ZONING: (C-1) LIMITED COMMERCIAL DISTRICT



VICINITY MAP

NOT TO SCALE

RECEIVED
APR 12 2011

DRAWING DISCLAIMER:

THIS DISCLAIMER APPLIES TO ALL IDEAL SOLUTIONS CUSTOMERS AS WELL AS ANY PARTY USING THESE DRAWINGS TO OBTAIN INFORMATION NEEDED TO ORDER, COORDINATE, CONSTRUCT, FABRICATE, OR INSTALL MATERIALS FOR THIS PROJECT.THIS ALSO APPLIES TO ALL CONTRACTORS AND TRADES.
THIS DRAWING IS AN INTERPERTATION OF THE PROJECT BY IDEAL SOLUTIONS. THIS DRAWING WAS GENERATED FOR IDEAL SOLUTIONS CLIENT. THE INTERPERTATION OF THESE DRAWINGS IS AFFECTED BY THE INFORMATION GIVEN TO IDEAL SOLUTIONS BY ITS CLIENT AS WELL AS INDUSTRY STANDARDS AND TECHNICAL INFORMATION. IN CASES WHERE IDEAL SOLUTIONS IS NOT PROVIDED WITH THE NECESSARY INFORMATION, IT WILL BE IDEAL SOLUTIONS DECISION WETHER TO ASSUME, EXTRAPOLATE OR OMIT THIS INFORMATION IN ORDER TO COMPLETE THE DRAWINGS. IT IS THE RESPONSIBILITY OF IDEAL SOLUTIONS CLIENT (OR END USER IF APPLICABLE) TO REVIEW THE PLAN DRAWINGS. IDEAL SOLUTIONS NOR IT'S DRAFTSMAN SHALL NOT BE LIABLE OR RESPONSIBLE FINANCIALLY FOR ANY ERRORS AND/OR OMISSIONS FROM THESE DRAWINGS. ARCHITECTURAL, ENGINEER AND/OR CONTRACTOR APPROVAL DOES NOT RELIEVE IDEAL SOLUTIONS CLIENT FROM REVIEWING THESE DRAWINGS AS NOTED ABOVE.

NO.	REVISION	BY	DATE	APP.	DATE
6					
5					
4					
3					
2					
1					

KOSTER'S CASH LOANS
LAS VEGAS, NEVADA

SHEET:
EXISTING SITE PLAN LAYOUT
2300 E. BONANZA ROAD
LAS VEGAS, NV 89101

Ideal Solutions
CAD DRAFTING AND DESIGN CONSULTING SERVICES
3651 LINDELL ROAD SUITE D, LAS VEGAS, NEVADA 89103
TEL: (702) 388-4565 FAX: (702) 388-0210 EMAIL: RDP@IDEALSOLUTIONSDRAFTING.COM
WWW.IDEALSOLUTIONSDRAFTING.COM

CLIENT INFO:
KOSTER FINANCE, LLC
4725 E. SUNSET ROAD
SUITE 210
LAS VEGAS, NV 89119
PHONE: (702) 547-9664
FAX: (702) 247-9687

DESIGNED BY:	RDP
DRAWN BY:	RDP
CHECKED BY:	RDP
SCALE:	1/4" = 1'
PROJECT DATE:	MARCH, 2011

SHEET
S-2
2 OF 2

SUP-41267
REVISED

DRAWING GUIDELINES

1. ALL DIMENSIONS SHOWN ON THIS DRAWING SHOULD BE CHECKED/VERIFIED PRIOR TO THE ORDERING OF ANY MATERIALS AND PRIOR TO THE FABRICATION AND INSTALLATION OF ANY MATERIALS.

2. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF A FULL SET OF ARCHITECTURAL DRAWINGS. SOME PERIMETER CONDITIONS MAY BE SHOWN AS UNKNOWN. THESE CONDITIONS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION FOR THEIR EFFECT ON THE WORK BEING PERFORMED.

3. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF STRUCTURAL DRAWINGS. THIS MAY AFFECT THE LOCATION AND SIZING. THE STRUCTURAL LAYOUT IN THESE AREAS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION OF THE WORK.

DRAWING DISCLAIMER:

THIS DISCLAIMER APPLIES TO ALL IDEAL SOLUTIONS CUSTOMERS AS WELL AS ANY PARTY USING THESE DRAWINGS TO OBTAIN INFORMATION NEEDED TO ORDER, COORDINATE, CONSTRUCT, FABRICATE, OR INSTALL MATERIALS FOR THIS PROJECT.(HIS ALSO APPLIES TO ALL CONTRACTORS AND TRADES.
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EXISTING CONDITIONS:

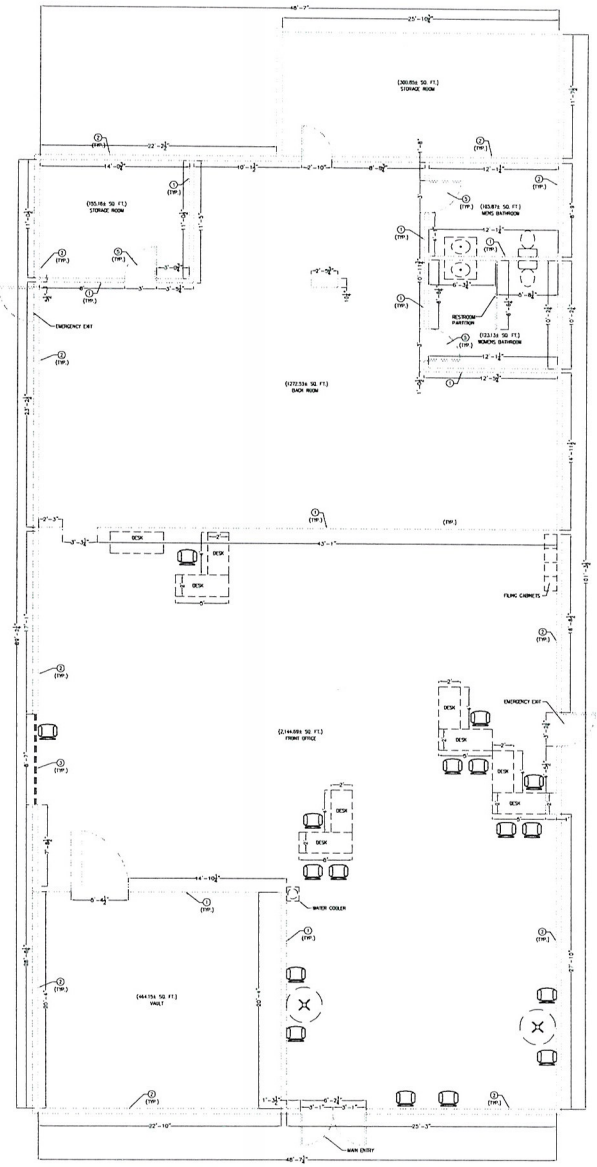
THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL EXISTING JOB CONDITIONS. ANY ADVERSE EXISTING CONDITIONS AFFECTING WORK SHOWN ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION THE CLIENT AND IDEAL SOLUTIONS FOR POSSIBLE CLARIFICATION OR RECONCILIATION.

ADA AND LEGAL DISCLAIMER

THIS DOCUMENT IS NOT REPRESENTED TO COMPLY WITH ALL REQUIREMENTS CONTAINED IN THE ADA OR OTHER LAWS. IDEAL SOLUTIONS IS NOT LICENCED TO INTERPRET LAWS OR GIVE ADVISE CONCERNING LAWS. THE OWNER SHOULD HAVE THIS DOCUMENT REVIEWED BY HIS ATTORNEY TO DETERMINE LEGAL COMPLIANCE.

CONTRACTOR'S NOTE

EXISTING POWER AND UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING POWER AND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. IDEAL SOLUTIONS ASSUMES NO RESPONSIBILITY FOR POWER AND UTILITIES NOT SHOWN OR POWER AND UTILITIES NOT SHOWN IN THEIR PROPER LOCATIONS.



NORTH

EXISTING FLOOR PLAN
SCALE: 3/16" = 1'

LEGEND

EXISTING	
EX. TO BE REMOVED	EX. WATER HEATER
PROPOSED	
EX. GFI OUTLET	
EX. STANDARD OUTLET	EXISTING DOOR
EX. 125V 30A OUTLET	
EX. FOUR PLEX OUTLET	
EX. JUNCTION BOX	EXISTING TOILET
EX. OUTLET	
EX. DATA JACK	EXISTING WALL
EX. TELEPHONE JACK	EXISTING WINDOW
EX. TELEVISION JACK	
EX. SINGLE SWITCH	EXISTING TABLE

KEY NOTES - EX. FLOOR PLAN

1. EXISTING INTERIOR WALL
2. EXISTING EXTERIOR WALL
3. EXISTING WINDOW
4. EXISTING SLIDING GLASS DOOR
5. EXISTING STANDARD DOOR
6. EXISTING POCKET DOOR

ABBREVIATIONS

DO	DOOR OPENING	SIM	SIMILAR	SPAND	SPANDREL
REQ'D	REQUIRED	VER	VERIFY	INSUL	INSULATION
OPP	OPPOSITE	PTD	PAINTED		
BO	BY OTHERS	WC	WATER CLOSET		
FV	FIELD VERIFY	WH	WATER HEATER		
ANG	ANGLE	WDW	WINDOW		
SHT	SHEET	EA	EACH		
DTL	DETAIL	FLR	FLOOR		
ELEV	ELEVATION	EXT	EXTERIOR		
SURF	SURFACE	INT	INTERIOR		

CALCULATIONS

NAME:	SQUARE FOOTAGE:	USAGE
FROONT ROOM	2,144.69	X
BACK ROOM	1272.53	X
STORAGE ROOM	155.16	X
MENS BATHROOM	105.87	X
WOMENS BATHROOM	123.13	X
VAULT	464.15	X
STORAGE ROOM	300.85	
TOTAL OVERALL INTERIOR SQUARE FOOTAGE:		4,647.36
TOTAL OVERALL EXTERIOR SQUARE FOOTAGE:		4,844.00

RECEIVED
MAR 23 2011

PROPERTY INFORMATION

PARCEL NUMBER: 139355010O1
OWNER NAME: C EAGLE SPIRIT LLC
SITE ADDRESS: 2300 BONANZA LAS VEGAS, NV 89101
ZONING: (C-1) LIMITED COMMERCIAL DISTRICT
ESTIMATED INTERIOR SQUARE FOOTAGE: 3,726.78 SQ.FT.

NO.	REVISION	BY	DATE	APP	DATE
6					
5					
4					
3					
2					
1					

KOSTER'S CASH LOANS
LAS VEGAS, NEVADA

SHEET:
EXISTING FLOOR PLAN LAYOUT
2300 E. BONANZA
LAS VEGAS, NV 89101

Ideal Solutions
CAD DRAFTING AND DESIGN CONSULTING SERVICES
3651 LINDELL ROAD SUITE D, LAS VEGAS, NEVADA 89103
TELE: (702) 395-2263 EMAIL: INFO@IDEALSOLUTIONSDRAFTING.COM
WWW.IDEALSOLUTIONSDRAFTING.COM

CLIENT INFO:
KOSTER FINANCE, LLC
4170 S. DECATUR BLVD.
LAS VEGAS, NV 89103
PHONE: (702) 367-3558
FAX: 702.247.9667

DESIGNED BY: RDP
DRAWN BY: RDP
CHECKED BY: RDP
SCALE: 3/16" = 1'
PROJECT DATE: MARCH. 2011

SHEET
S-2
2 OF 2

SUP-41267



SUP-41267 - APPLICANT: KOSTER FINANCE, LLC - OWNER: C EAGLE SPIRIT, LLC
2300 EAST BONANZA ROAD

03/31/11



SUP-41267 - APPLICANT: KOSTER FINANCE, LLC - OWNER: C EAGLE SPIRIT, LLC
2300 EAST BONANZA ROAD

03/31/11

KOSTER FINANCE, LLC
4170 S. Decatur Blvd. Suite B-5 ▪ Las Vegas, Nevada 89103 ▪ phone 702.248.0110 ▪ fax 702.247.9687

February 24, 2011

RE: Parcel Number 139-35-501-001

City of Las Vegas
Planning and Development
333 N. Rancho Rd.
Las Vegas, NV 89101

To Whom It May Concern,

Attached is an application for a Special Use Permit that is being submitted for your approval. The parcel for which the Special Use Permit is being sought currently houses a Koster's Cash Loans location that is licensed to do High-Interest Loans. Koster's would like to expand our services to include Check Cashing, Deferred Deposit, and Title Loans at this site.

Koster Finance, LLC d/b/a Koster's Cash Loans would like to request a waiver of the 1000 foot separation requirement as this location is 100 feet from an existing Title Loan use. Koster's would also like to request a waiver to allow no distance separation from Residential zoned property, where 200 feet is required.

The hours of operation will not extend beyond the hours of 08:00 and 23:00, and no additional parking is required for this site pursuant to Title 19.04.

Should you require anything further, please do not hesitate to call me. I can be reached at my office (702-248-0110) or on my cell phone (702-296-6324).

Respectfully,

Paul M. Smith
Executive Admin. Assistant
Koster Finance, LLC

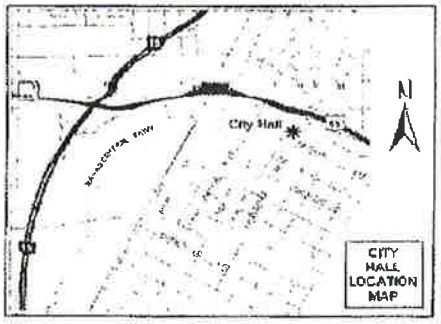
RECEIVED
MAR 22 2011
SUP-41267

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41267

Planning Commission Meeting of 5/10/2011

RECEIVED

MAY -4 2011

Case: SUP-41267

13935511037
WEAVER MARLA
4611 WELTER AVE
LAS VEGAS NV 89104-6033

35 p

May 04 11 10:21a Weaver Construction Inc. 1 702-643-8961 p.1

City of Las Vegas Agenda Item No.: **112.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

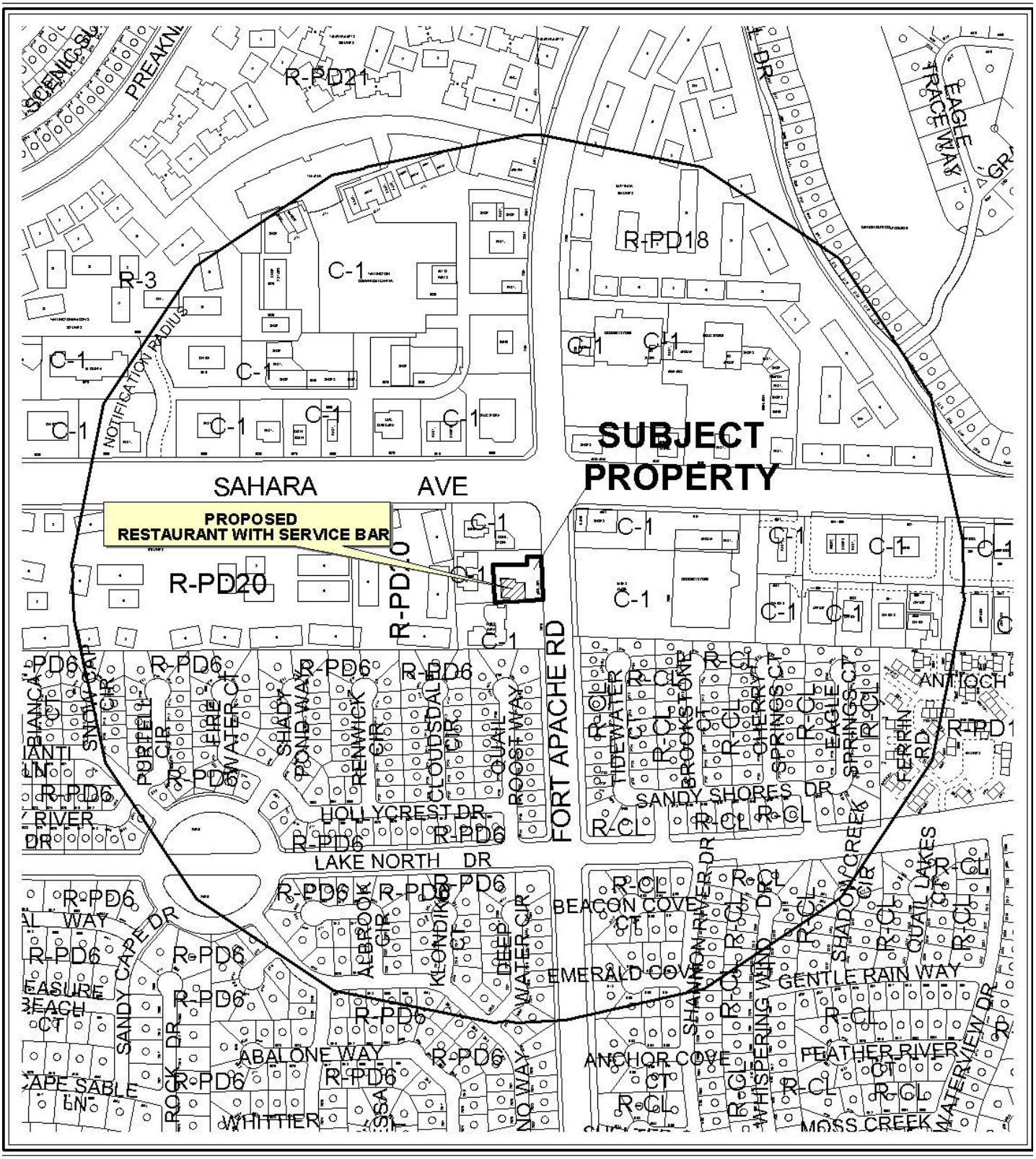
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-41292 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DROR MIDANY - OWNER: Y & B INVESTMENTS, LLC. - Request for a Special Use Permit FOR A RESTAURANT WITH SERVICE BAR WITHIN AN EXISTING 2,318 SQUARE-FOOT RESTAURANT WITH A WAIVER TO ALLOW A 360-FOOT DISTANCE SEPARATION FROM A SYNAGOGUE AND A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 2521 Fort Apache Road, Suite #100 (APN 163-07-501-012), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SUP-41292



0 400 800 Feet

CASE: **SUP-41292**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



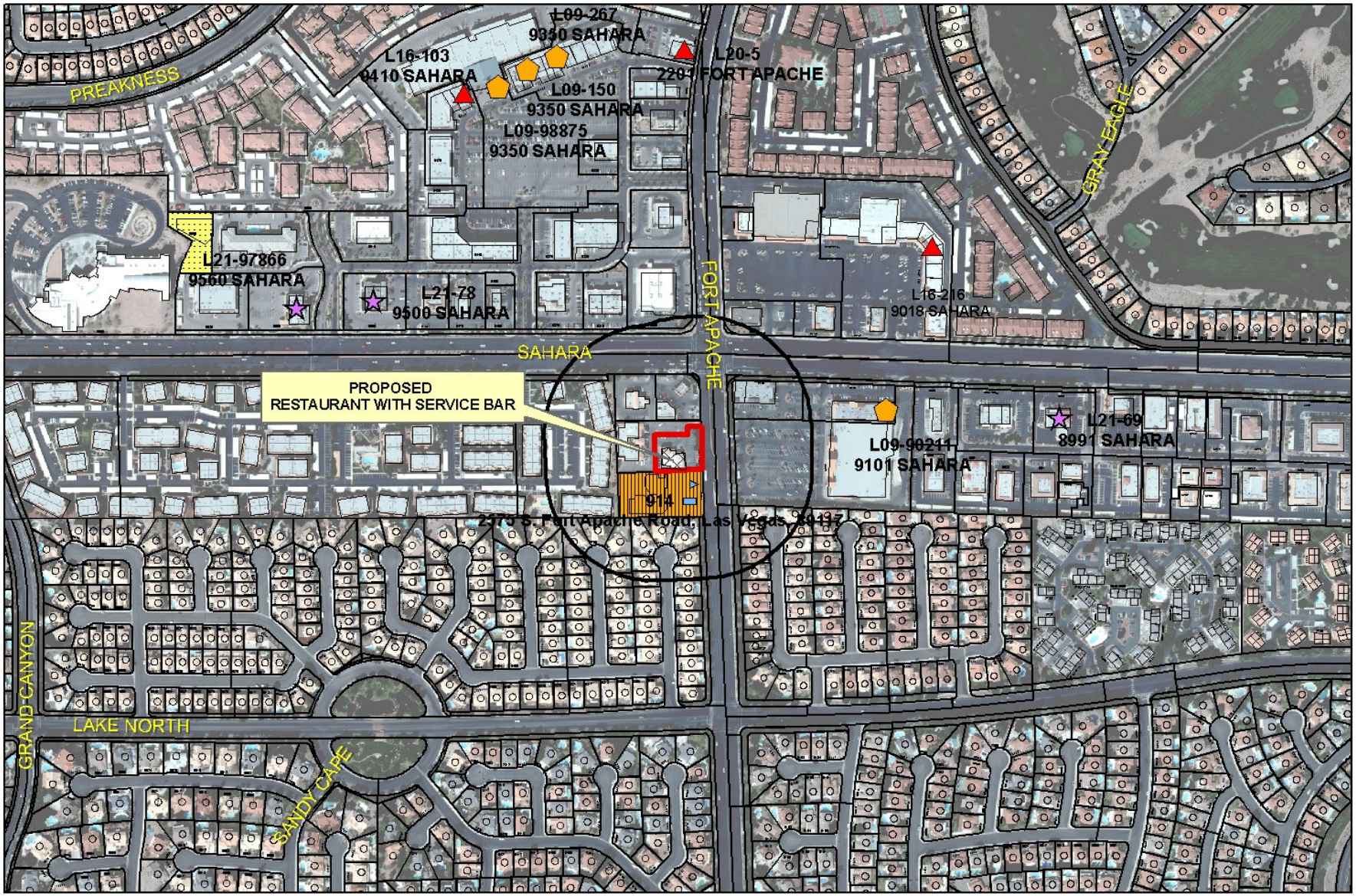
0 400 800 Feet

CASE: **SUP-41292**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-41292

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DROR MIDANY - OWNER: Y & B INVESTMENTS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-41292	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-41292 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Restaurant with Service Bar use.

2. Conformance to the approved conditions for Rezoning (Z-0076-86) and Site Development Plan Review [Z-0076-86(16)].

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a Restaurant with Service Bar use within an existing 2,318 square-foot restaurant located at 2521 Fort Apache Road, Suite #100. The proposed use will not require additional parking, as the parking requirement for a Restaurant with Service Bar is the same as the existing Restaurant, 2,000 Square Feet or More (without Drive-Through). Staff recommends denial of this request as the minimum separation from a child care facility and a Synagogue cannot be met, and the proposed use will not be compatible with the surrounding uses. If this application is denied, the restaurant would not be allowed to sell alcoholic beverages with meals.

ISSUES

- A Restaurant with Service Bar use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- A Waiver to allow a no distance separation from a Child Care Center, where 400 feet is required and a 360-foot distance separation from a synagogue, where 400 feet is required is needed for approval of the Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/05/86	The City Council approved the request for a Rezoning (Z-0076-86) of property bounded by Desert Inn Road on the south, Fort Apache Road on the east, Sahara Avenue on the north and Hualapai Way on the west, from N-U (Non-Urban) to R-PD6 (Residential Planned Development - 6 Units Per Acre), R-PD20 (Residential Planned Development – 20 Units Per Acre), C-1 (Limited Commercial). The Planning Commission and staff recommended approval.
08/26/93	The Planning Commission approved the request for a Plot Plan and Building Elevation Review [Z-0076-86(16)] for proposed retail stores on property located on the west side of Fort Apache Road, approximately 360 feet south of Sahara Avenue. The Planning Department staff recommended approval.
05/10/11	The Planning Commission voted (6-1/tm) to recommend APPROVAL (PC Agenda Item 39.jg).

Most Recent Change of Ownership	
01/22/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/02/94	A building permit (#94329878) was issued for a Shell Building at 2521 South Fort Apache Road. The project was completed on 09/02/94.
09/28/94	A building permit (#94349841) was issued for Tenant Improvement at 2521 South Fort Apache Road, Suite #100. The project was completed on 11/10/94.
10/03/05	A building permit (#05006888) was issued for Tenant Improvement for a Restaurant expansion at 2521 South Fort Apache Road, Suite #100. The project was completed on 01/04/06.
01/13/06	A business license (#R07-00709) was issued for a Restaurant at 2521 South Fort Apache Road, Suite #100. The license is currently active.
05/21/10	A building permit (#162189) was issued for Tenant Improvement for a Restaurant expansion at 2521 South Fort Apache Road, Suite #100. The tenant improvement is not been finaled.

Pre-Application Meeting	
03/24/11	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit for a Restaurant with Service Bar use were discussed.

Neighborhood Meeting
A Neighborhood Meeting is not required, nor was one held.

Field Check	
03/31/11	During a site visit, staff noted a Restaurant, 2,000 Square Feet or More (without Drive-Through) to be clean and free of debris.

Details of Application Request	
Site Area	
Net Acres	0.54

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Restaurant, 2,000 Square Feet or More (without Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Child Care Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	150*	Y
Fort Apache Road	Primary Arterial	Master Plan of Streets and Highways	100	Y

*Sahara Avenue is designated as a 100-foot Primary Arterial on the Master Plan of Streets and Highways.

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Restaurant, 2,000 Square Feet or More (without Drive-Through)	899 SF Seating 1419 SF Remaining	1/50SF 1/200 SF (minimum of 10)	18 7				
Restaurant, Less than 2,000 square-feet (without Drive-Through)	220 SF Seating 679 SF Remaining	1/50SF 1/200 SF (minimum of 10)	10				
Vacant Office	1,008 SF	1/300 SF	4				
General Personal Service (Beauty Shop)	3 stations	3/station	9				
TOTAL SPACES REQUIRED			48		30*		N
Regular and Handicap Spaces Required			46	2	29	1	N

*Pursuant to Title 19.10.010(C), the subject site is a Parking Impaired Development.

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 400-Foot minimum distance separation from a Child Care Center.	No distance separation	Denial
A 400-Foot minimum distance separation from a synagogue.	360 feet	Denial

ANALYSIS

Title 19.20 defines a Restaurant with Service Bar use as "a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant and for consumption only in connection with a meal served on the premises, and where customers are not permitted to purchase alcoholic beverage drinks directly from the bar or for off-premise consumption." The applicant is proposing to add a Service Bar use to the existing 2,318 square-foot restaurant. The required parking for the proposed use is the same as the existing Restaurant, 2,000 square-feet or more (without Drive-Through), and no additional spaces are required.

Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land use, as is evidenced by the requested waivers of distance separation. The applicant has not provided sufficient evidence that would warrant the granting of waivers to allow reduced distance separation between the proposed Restaurant with Service Bar use and other protected uses.

FINDINGS (SUP-41292)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use cannot be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties, due to waivers of required distance separation from a Child Care Center and from a synagogue.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is physically suitable for this type of use and the intensity is appropriate in this area of the City. Ample site access is provided and adequate parking is provided as the proposed use requires no additional parking beyond what is required for the existing restaurant.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site is accessed by Sahara Avenue and Fort Apache Road. Both streets are sufficient to accommodate the amount of vehicular trips associated with the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use does not meet all Minimum Special Use Permit Requirements pursuant to Title 19.04. Waivers are required to allow no distance separation from a Child Care Center where 400 feet is required and to allow a 360-foot distance separation from a synagogue where 400 feet is required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

NOTICES MAILED 902 (By City Clerk)

APPROVALS 1

PROTESTS 4

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-41292** APN: 163-07-501-012

Name of Property Owner: Y & B Investments

Name of Applicant: Dror Midany

Name of Representative: Greg Borgel

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: _____

SIGN HERE

Signature of Property Owner: _____

Print Name: Y&B Investments LLC c/o B. GHODSIAN

Subscribed and sworn before me

This 26th day of January, 2011

_____

Notary Public in and for said County and State

KAMYAR ZARGARI
COMM. # 1727790
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAR. 1, 2011

MAR. 25. 2011 11:06AM NO. 051 P. 3

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit (Service bar)

Project Address (Location) 2521 Ft. Apache Rd., #100

Project Name Panini Cafe **Proposed Use** Service bar

Assessor's Parcel #(s) 163-07-501-012 **Ward #** 2

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage +/- 2300 Sq. ft. **Floor Area Ratio**

Gross Acres 0.54 **Lots/Units** n/a **Density** n/a

Additional Information

PROPERTY OWNER Y & B Investments **Contact** Kami

Address 9030 W. Sahara Ave. #668 **Phone:** 367-2323 **Fax:** 367-2329

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address CONTACT @ TRIUMPHPM.COM

APPLICANT Dror Midany **Contact** same

Address 2521 Ft. Apache #100 **Phone:** 210-0148 **Fax:** 233-4446

City LV **State** NV **Zip** 89117

E-mail Address Drormidany@yahoo.com

SIGN HERE

REPRESENTATIVE Moreno and Associates **Contact** Greg Borgel

Address 300 S. 4th St., **Phone:** 383-8953 **Fax:** 383-8845

City LV **State** NV **Zip** 89101

E-mail Address n/a

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Y & B Investment LLC c/o B. Ghadsian

Subscribed and sworn before me

This 26th day of January, 20 11.

Notary Public in and for said County and State LOS ANGELES CALIFORNIA

[signature]

KAMYAR ZARGARI
COMM. # 1727790
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAR. 1, 2011

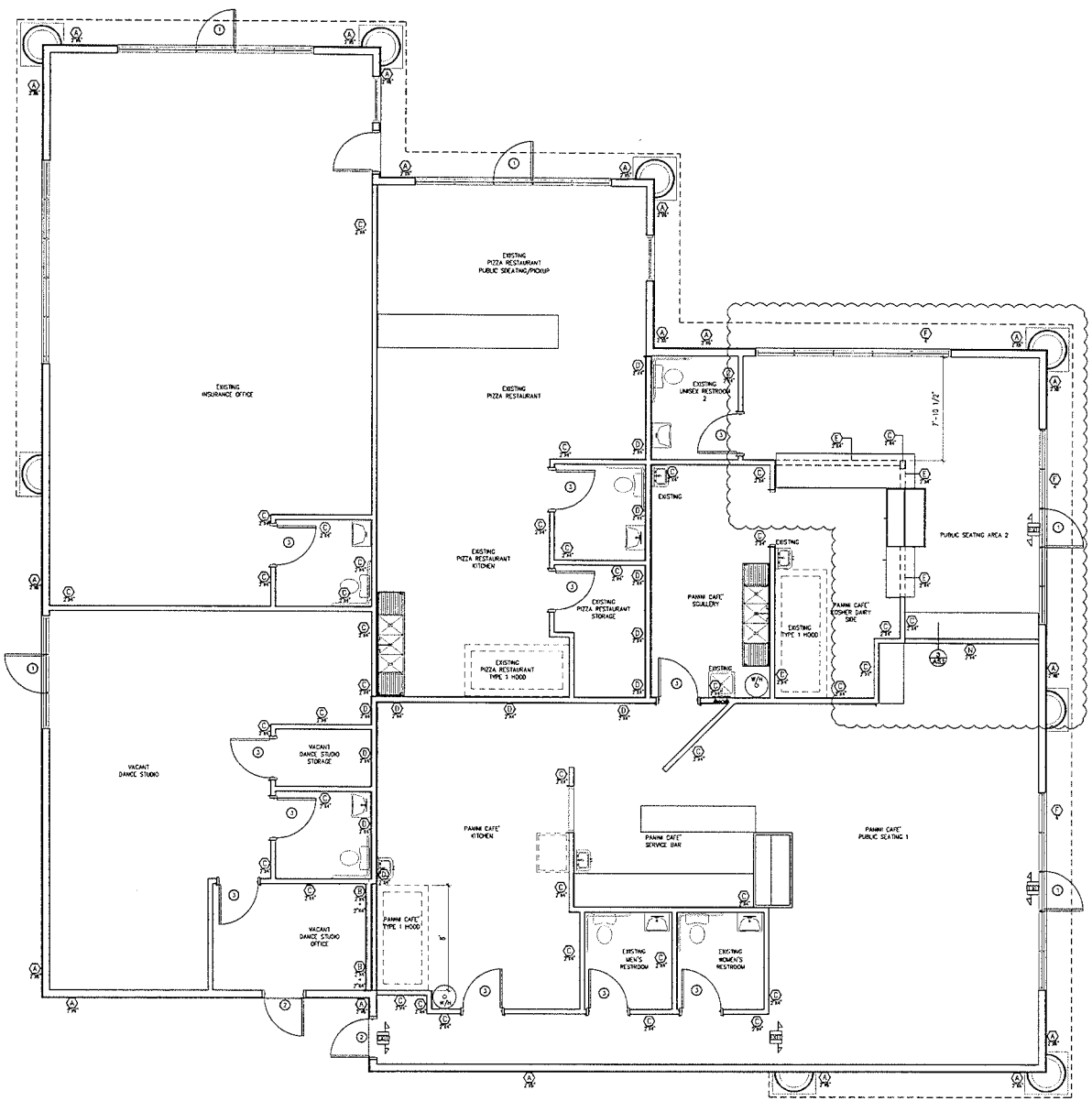
FOR DEPARTMENT USE ONLY

Case #	SUP - 41292
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08



EXISTING PLAN

1/4" = 1'-0"

WALL CONSTRUCTION DESCRIPTION

NO.

A — EXISTING EXTERIOR STUD WALL: APPLY 5/8" TYPE 'X' GYP. BOARD ON INTERIOR SIDE OF 2" X 4" O.F. @ 16" O.C. EXTERIOR HAS EXISTING 1/2" O.S.B. SHEATHING W/ 7/8" EXTERIOR CEMENT PLASTER (STUCCO) OVER PAPER-BACKED METAL LATH.

B — EXISTING PARTITION: 2" X 4" O.F. @ 16" O.C. RED- BOLT RUNNER TO CONCRETE SLAB & BRACE TO O.G. BLOCK/BRACE AT 6' MAX. OR MID POINT IF LESS THAN 12' VERTICALLY. 5/8" TYPE 'X' GYP. BOARD TAPED AND SCREWED W/ 1-1/4" 'S' TYPE SELF TAPPING SCREWS SCREW AT 6" EDGE AND 12" FIELD. PROVIDE R-13 OR ACOUSTIC INSUL. ON TOILET RM. OR OFFICE.

C — NEW PONY WALL: 2" X 4" O.F. STUDS @ 16" O.C. W/ SINGLE SILL AND DOUBLED TOP PLATE, 4" SHOT-PINS THRU TO CONC. SLAB - OFFSET LOCATION ON SILL TO 1/3 OFF OF EDGE. 5/8" TYPE 'X' GYP. BOARD TAPED AND SCREWED W/ 1-1/4" 'S' TYPE SELF TAPPING SCREWS. SCREW AT 6" EDGE AND 12" FIELD. PROVIDE 3-3/8" DIA. X .X" X MOT. OF STUD STL. PIPE STIFFENER CORED INTO SLAB 4" MIN. AT ENDS & 4' MAX. BETWEEN PIPES. EPOXY INTO TIGHT FIT FOR NO MOVEMENT. SCREW ADJACENT STUDS TO PIPE, ALTERNATELY. PIPE MAY BE CENTERED IN 4" DEEP POURED IN PLACE CONC. AREA NO SMALLER THAN 18" X 18".

D — STOREFRONT BY KAWNEER10' HIGH W/ TYPE 'A' WALL ABOVE. MULLIONS ARE CLEAR ANOD. FINISH - GLASS IS 1/2" TEMPERED

EXTERIOR / INTERIOR

E — NEW NON-BEARING PARTITION: 2" X 4" O.F. @ 16" O.C. RED- BOLT RUNNER TO CONCRETE SLAB & BRACE TO O.G. BLOCK/BRACE AT 6' MAX. OR MID POINT IF LESS THAN 12' VERTICALLY. 5/8" TYPE 'X' GYP. BOARD TAPED AND SCREWED W/ 1-1/4" 'S' TYPE SELF TAPPING SCREWS SCREW AT 6" EDGE AND 12" FIELD. PROVIDE R-13 OR ACOUSTIC INSUL. ON TOILET RM. OR OFFICE.

DOOR SCHEDULE

NUM.	DOOR SIZE	NEW OR EXISTING	HEADER	MATL.	TYPE	FRAME	HARDWARE	REMARKS
				WOOD / STEEL / TEMP. & ROLL GLASS / ALUMINUM	SOLID CORE / HOLLOW CORE-INSULATED / MTL. ACCESS SWING GATE / OVERSIZE SWING / DOUBLE DOOR / TEMPERED GLASS/FILM / 1HR. RATED FIRE-PROOF GLASS	WOOD - WALNUT / STEEL / ALUMINUM-STOREFRONT / PRESSED MTL.	DEADBOLT / GATE LATCH / LOCKSET / PRIVACY / THRESHOLD / WEATHERSTRIPPING / SECURITY PANIC / PANIC HARDWARE (SEE 8 5/8 PASS. PANIC DEVICE)	
C	3'-0" x 7'-0" x 2"		STOREFRONT	•	•	•	•	1 2 4 5 6
C	3'-6" x 7'-0" x 1 3/4"		(2) 6" 20 GA.	•	•			1 3 4 5
C	3'-0" x 7'-0" x 1 3/4"		(2) 6" 20 GA.	•	•	•	•	1 3 4 5
C	W/ PRE-FAB PACKAGES							
C								
C								

REMARKS

1. PRE-HUNG DOOR & FRAME - SELECTED BY OWNER - MAINTAIN FIRE RATING WHERE REQ'D.
2. INSULATED DOOR.
3. ALL EXTERIOR SIDE-HINGED DOORS SHALL BE SOLID CORE WOOD OR INSULATED HOLLOW METAL AT LEAST 1" THICK AND FULLY WEATHERSTRIPPED.
4. ALL DOORS SHALL BE INSTALLED WITH A.D.A. APPROVED SELF-CLOSERS AND LEVER HANDLES WHERE LOCKSET REQUIRED. HARDWARE SHALL COMPLY U.B.C. 1003.3.1.9. - NO KEY OR SPECIAL KNOWLEDGE FOR EGRESS SHALL BE REQUIRED. THIS APPLIES TO EXISTING AND NEW DOOR HARDWARE.
5. THE PERIMETER OF DOOR FRAMES SHALL BE SEALED AIRTIGHT TO THE EXTERIOR WALL CONSTRUCTION WITH A SEALANT CONFORMING TO ONE OF THE FOLLOWING FEDERAL SPECIFICATIONS: TT-S-0027, TT-S-00230, TT-S-00153.
6. ALL DOORS TO BE INSTALLED WITH DOOR STOPS AND 10" HIGH MTL. KICK PLATES.
7. PROVIDE 6" X 24" WIRED GLASS VIEWER AND 6" X 18" S.S. PUSH PLATE EA. SIDE OF ELIASON DOOR.
8. PROVIDE AUTOMATIC DOORS WITH OUTWARD SWING EMERGENCY ACTION AND ACTIVATING SENSORS ON EA. SIDE.

PLAN SYMBOLS

- EXIT SIGN - HARD WIRED W/ BATTERY BACKUP
- DUPLEX OUTLET
- WALL SWITCH
- PHONE JACKS
- 4" RECESSED CEILING LIGHT FIXTURE - MR-16 BLACK BAFFLE-ADJUSTABLE EYE
- SMOKE DETECTOR
- EMERGENCY LIGHT - HARD WIRED W/ W/ BATTERY BACKUP
- PROVIDE AT LEAST 1 FOOTCANDLE FOR ALL EXIT ACCESS.
- EXIT SIGN - HARD WIRED W/ BATTERY BACKUP W/ EMERGENCY LIGHT - HARD WIRED W/ W/ BATTERY BACKUP
- EXHAUST FAN - 90 CFM
- MR-16 LIGHT FIXT. ON TRACK

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD - TYP. U.N.O.
2. PLUMBER SHALL PROVIDE COMPLETE SERVICE FOR SERVICED AREAS.
3. PLUMBING / ELECTRICAL PENETRATIONS OF 1 HOUR PARTY WALL SHALL MEET REQUIREMENTS U.B.C. '97 SECT. 709.6. SEE SHEET A--- FOR U.L. LISTED ASSEMBLIES.
4. AIR HANDLER - MECHANICAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS WITH UNIT DESIGN, LAYOUT, DIMENSIONS, ETC., FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION. FRAMING CONTRACTOR SHALL VERIFY ROUGH OPENING SIZE AND PLATFORM (IF REQUIRED) WITH MECHANICAL CONTRACTOR. PLUMBING CONTRACTOR SHALL PROVIDE FLOOR DRAIN AT GROUND LEVEL FOR ALL CONDENSATE LINES FROM MECHANICAL UNIT ABOVE - VERIFY WITH MECHANICAL CONTRACTOR.

MUA — EVAP. COOLER DIFFUSER HOOD MAKE-UP AIR

SUPPLY AIR DIFFUSER- XXX C.F.M.

RET. — RETURN AIR

FLOURESCENT 24" X- " FIXTURE W/ SUSPENDED T-BAR DLC W/ SMOOTH OPAL LENSE. LITHONIA TAL TOTAL VAN-DRIVA 24" X 48"

24" X24"

RECESSED FIRE EXTINGUISHER CABINET

WALL MOUNTED FLOURESCENT LIGHT FIXT. - OPAL LENS

ROOM FINISH SCHEDULE

ROOM NAME	FLOOR	BASE	WALL	CEILING	FLR. HGT.	REMARKS
	NON-SKP. 8" X 8" QUARRY TILE / CARPET W/ PAD / RESILIENT LUXURY TILE (FLOORING-2227-7) / SHEET VINYL / STAINED & SEALED CONCRETE	6" X 6" QUARRY TILE COVED BASE / 4" HIGH STAINED & SEALED CONCRETE COVED BASE / CERAMIC TILE-COVED BASE / WOOD - MATCH CARPET / VINYL/RUBBER COVED BASE	5/8" TYPE 'X' GYP. BD. W/ 3-1/2" BATT INSUL. TO 9'-0" A.F.F. / FAUX FINISH-SEE NOTES / CERAMIC TILE OVER R.S. (GLUE) GYPSUM BOARD UP TO 6'-0" A.F.F. - GYP. BRD FIN. ABOVE / 1/4" GLS. MIRROR W/ S.S. EDGE-4" ABOVE COUNTERTOP	ACOUSTIC TILE SYSTEM - SUSPENDED GRID SYSTEM W/ 2'-0" X 4'-0" ACOUSTIC TILE / GYP. BD. SOFFIT AT BAR SYSTEM / 1'-0" X 2'-0" ACOUSTIC SUSPENDED GRID SYSTEM W/ 2'-0" X 4'-0" ACOUSTIC TILE / PAINTED GYP. BD. CEILING W/ 2" X 2" PLYWOOD FRAME / 1'-0" X 1'-0" ACOUSTIC SUSPENDED GRID SYSTEM W/ 2'-0" X 4'-0" ACOUSTIC TILE / PAINTED GYP. BD. CEILING W/ 2" X 2" PLYWOOD FRAME / NO. DOWN ANGLING WITH BAFFLEBOARDS / PAINT LAYER / PAINTED GYP. BD. CEILING W/ 2" X 2" PLYWOOD FRAME / PAINTED GYP. BD. CEILING W/ 2" X 2" PLYWOOD FRAME		
PUBLIC AREA - SEATING	•	•	• •	• •	9'-0"	1 2 3
KITCHEN	•	•	• •	• •	9'-0"	1 2 3
KIT.-HOOD/COOKING AREA	•	•	• •	•	9'-0"	1 2 3
SERV. BAR COUNTER-PUBLIC SIDE	•	•	• •	• •	9'-0"	1 2 3
SERV. BAR AREA BEHIND COUNTER	•	•	• •	• •	9'-0"	1 2 3
HALL	•	•	• •	• •	9'-0"	1 2 3
WOMEN'S RESTROOM	•	•	• •	• •	9'-0"	1 2 3
MEN'S RESTROOM	•	•	• •	• •	9'-0"	1 2 3

REMARKS

1. SET WALL SCHEDULE-- FOR GYPSUM BOARD REQUIREMENTS
2. 5/8" TYPE 'X' GYPSUM BOARD IS ON NONE AND ONE-HOUR RATED WALLS - ALL JOINTS AND PENETRATIONS SHALL BE FIRE TAPED - SEE OVERALL BUILDING PLANS FOR LOCATIONS.
3. 5/8" TYPE 'X' GYPSUM BOARD ON INTERIOR SIDE OF EXTERIOR WALLS - TYPICAL

RECEIVED MAR 24 2011

SUP-41292

IGNACIO GONZALEZ • ARCHITECTS, INC. •
ARCHITECTURE • INTERIOR DESIGN
HOME DESIGN • URBAN PLANNING
3816 SIGNATURE, HAVRE, MT. 59501
(702) 401-1397 FAX: (702) 920-8137
E-MAIL: ignacio@ignacioarch.com

PROJECT OWNER:
MR. DROR ARDANY
2321 W. FORT APACHE
LAS VEGAS, NEVADA

PANINI CAFE' RENOVATION

INTERIOR TENANT IMPROVEMENT
LAS VEGAS (CLARK COUNTY), NV.

EXISTING RESTAURANT BROUGHT UP TO CODE
2321 W. FORT APACHE

MODIFIED FLOOR PLAN
WALL, DOOR, AND FINISH SCHEDULES

NO.	REVISION	DATE
1	PLANNING SUBMISSION	4-27-10
2	DEMOLITION OF EXISTING PARTITION AND EXISTING NON-BEARING PARTITION REMOVED	

IGNACIO J. GONZALEZ — REGISTERED — No. 3883 — STATE OF NEVADA

WHITE IS MONEY TO MARK

A 2.1

20080402 04-27-10 SHEET A2.1

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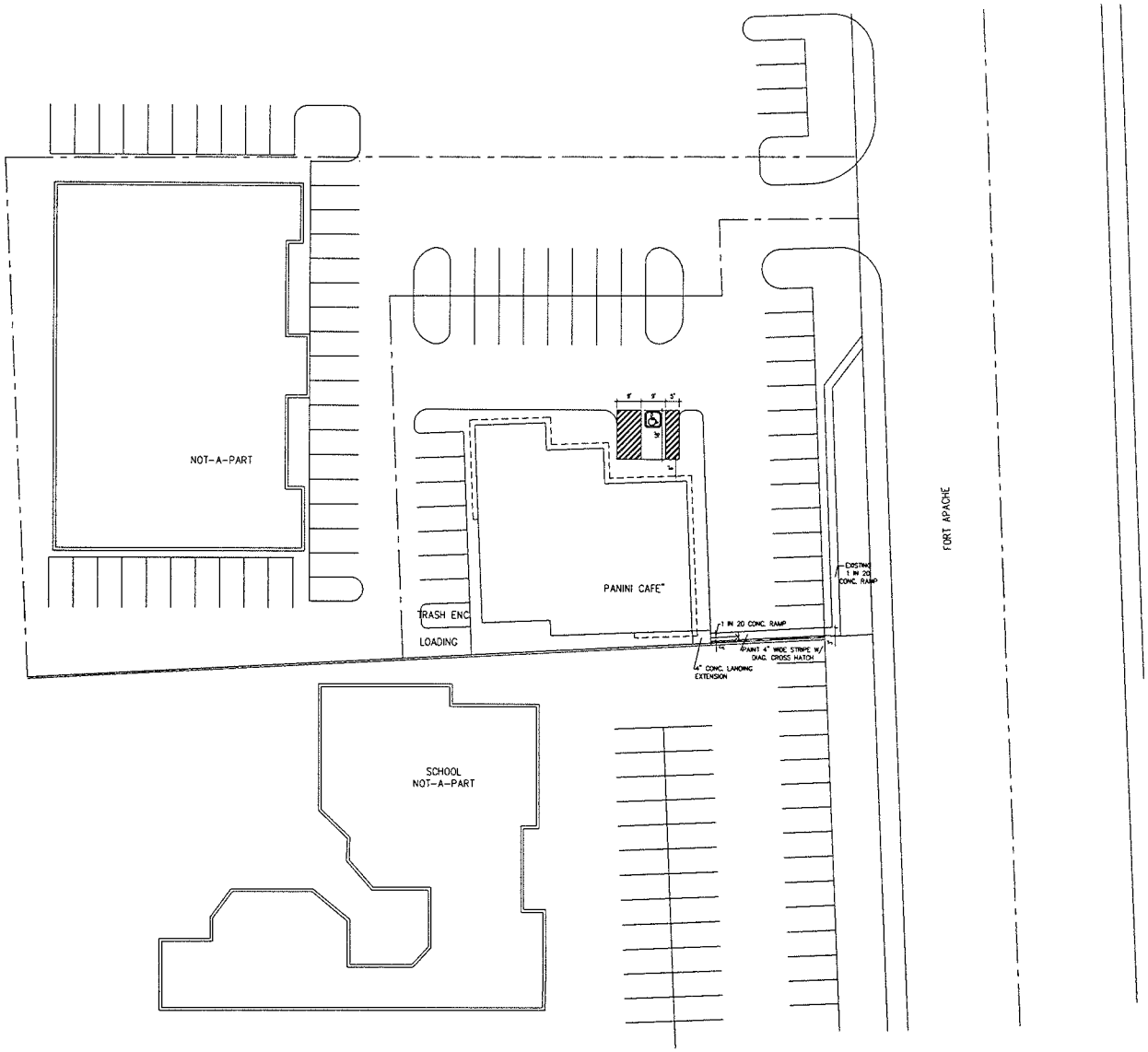

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MAR 24 2011

ARCHITECTURAL SITE PLAN
1" = 20'

SUP-41292

IGNACIO GONZALEZ
* ARCHITECTS, INC. *
ARCHITECTURE • INTERIOR DESIGN
PLANS DESIGN • SPACE PLANNING
2545 KEMPER DR. LAS VEGAS NV. 89156
(702) 491-1277 FAX (702) 920-8137
E-MAIL Ignacio@IgnacioArch.com

PANINI CAFE' RENOVATION

INTERIOR TENANT IMPROVEMENT
LAS VEGAS (CLARK COUNTY), NV.

EXISTING RESTAURANT BROUGHT UP TO CODE
2321 W. FORT APACHE

MR. DROR MIDIANY
2321 W. FORT APACHE
LAS VEGAS, NV.

PROJECT OWNER

ARCHITECTURAL SITE PLAN

NO.	DESCRIPTION	DATE
1	A.D.A. ACCESS TO P-L-T WORKED	4-22-10

IGNACIO GONZALEZ REGISTERED No. 3883 ARCHITECT STATE OF NEVADA

A 1.0

20080402 04-22-08 SHEET # A1.0

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SUP-41292 - APPLICANT: DROR MIDANY - OWNER: Y & B INVESTMENTS, LLC.
2521 FORT APACHE ROAD, SUITE #100

03/31/11

Moreno
AND ASSOCIATES, INC.

Gregory E. Borgel
Vice President
Planning and Development Services

January 24, 2011

Planning Department
City of Las Vegas
Hand delivered

Dear Ladies/Gentlemen:

Please accept this as the required justification letter for a special use permit to allow a service bar (beer and wine) at the Panini Cafe, APN 163-07-501-012, together with a waiver of the required separation from a child care facility (reduction to zero) and to a synagogue (approximately 360' separation).

1. The use is permitted in the district subject to a special use permit, and is a normal incidental use to an Italian restaurant.

2. The surrounding development is entirely commercial; the adjacent child care facility has indicated they do not object to the proposal.

3. No external change to the existing building is contemplated. Internal changes will only be as needed to meet city codes.

Greg Borgel

RECEIVED
MAR 24 2011

300 S. 4th Street, #1500 • Las Vegas, NV 89101
Ph 702-383-8953 *Fax 702-383-8845*

SUP-41292

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

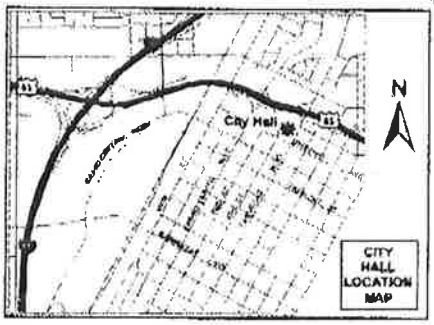
UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279216 JUN02 2011
MAILED FROM ZIP CODE 89101

2011 JUN -6 A 6:55

RECEIVED CITY CLERK

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41292
City Council Meeting of 6/15/2011

ETS-HOKIN TRUST
2855 FREEDOM HILLS DR
HENDERSON NV 89052-6889

APN#16305415360

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41292
City Council Meeting of 6/15/2011

RECEIVED
CITY CLERK
2011 JUN -6 P 12:15

EMERY FAMILY LIVING TRUST 1980
EMERY WALTER A & SHEROLYN JO
%SPEEDEE MART INC
1188 WIGWAM PKWY
HENDERSON NV 89074-8154
APN#16307501005

42 ORDFN1 89074

#0148 P 001/001

RECEIVED
CITY CLERK

2011 JUN -6 A 6:55

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41292
City Council Meeting of 6/15/2011

BERGER ALAN
RESCA LISA
2721 BROOKSTONE CT
LAS VEGAS NV 89117-2443

APN#16308111004

18 DRDFN11 89117

08/05/2011 09 23 17028380284

08/04/2011 SAT 20 25 [TX/RX NO 9533] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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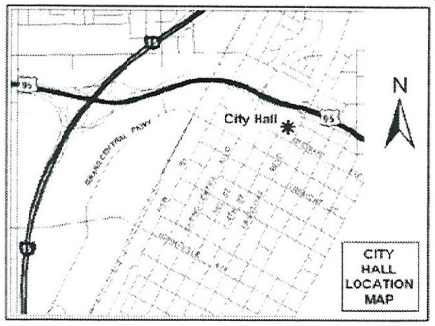
APR 28 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41292

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 17 2011

Case: SUP-41292

16305415222
RHOSHAMBO L L C
247 BENE POSTO PL
BOISE ID 83712-7598

2 BRDFN11 83712

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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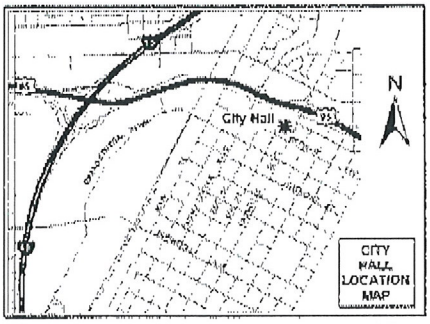
Return Service Requested
Official Notice of Public Hearing



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MAY 2 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

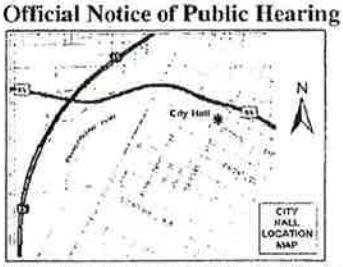
SUP-41292
Planning Commission Meeting of 5/10/2011

Case: SUP-41292
16308113008
RADEF NANCY
2701 EAGLE SPRINGS CT
LAS VEGAS NV 89117-2411

39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41292

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-41292

16306816025
CONTINENTAL PROPERTY L L C
605 HERMOSA CANYON DR
LAS VEGAS NV 89145-8800

39P

MAY-10-2011 06:53 PM SAM HAN 3721206 7061 P.01

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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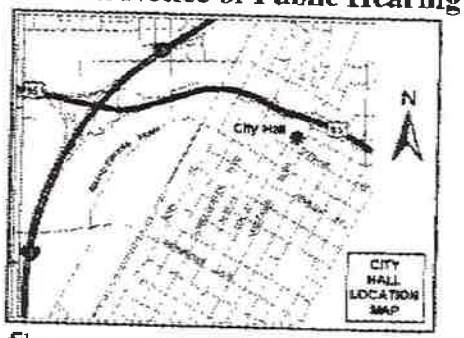
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41292

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 10 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-41292

16305415013
HAN SANG MOO & KEE KANG
504 SADDLE LN
COOKEVILLE TN 38501-5204

39P

#0117 P.002/002

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FIRST CLASS

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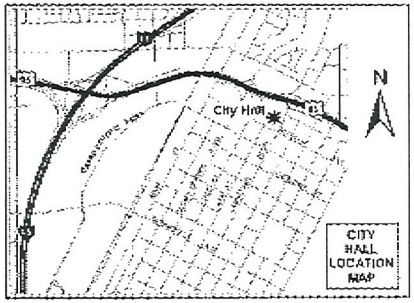
02 1M $ 00.41⁴
0004279218 APR 28 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

SUP-41292
Planning Commission Meeting of 5/10/2011

Case: SUP-41292
16308111004
BERGER ALAN
2721 BROOKSTONE CT
LAS VEGAS NV 89117-2443

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05/02/2011 10:23 17028380294

City of Las Vegas Agenda Item No.: **113.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

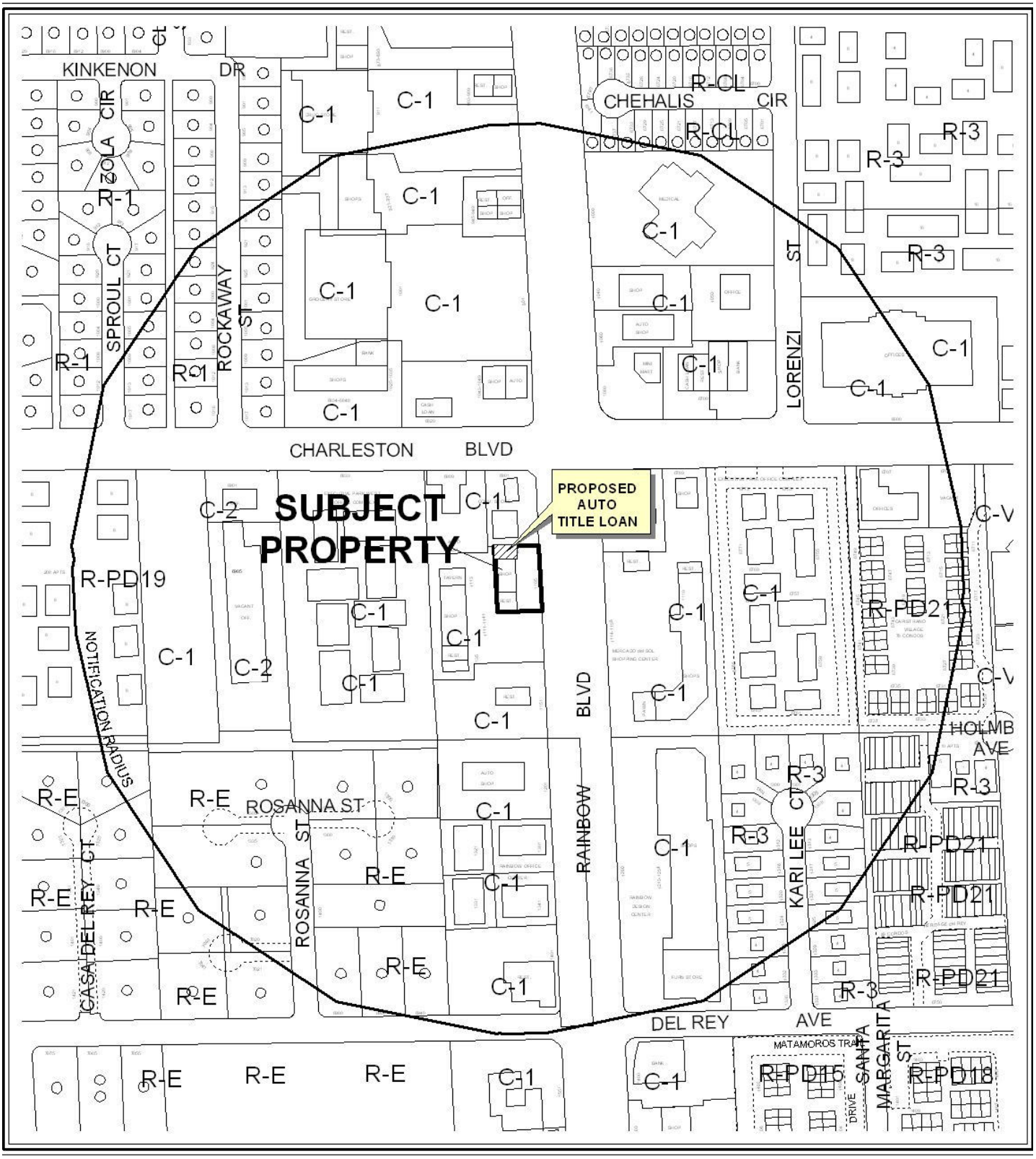
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-41298 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: KOSTER FINANCE, LLC - OWNER: RAINBOW CHARLESTON PLAZA, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING NONCONFORMING 964 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 150-FOOT DISTANCE SEPARATION FROM ANOTHER FINANCIAL INSTITUTION, SPECIFIED USE WHERE 1,000 FEET IS REQUIRED AND 964 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS THE MINIMUM REQUIRED at 1105 South Rainbow Boulevard, Suite #101 (APN 163-03-501-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SUP-41298



0 300 600 Feet

CASE: **SUP-41298**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



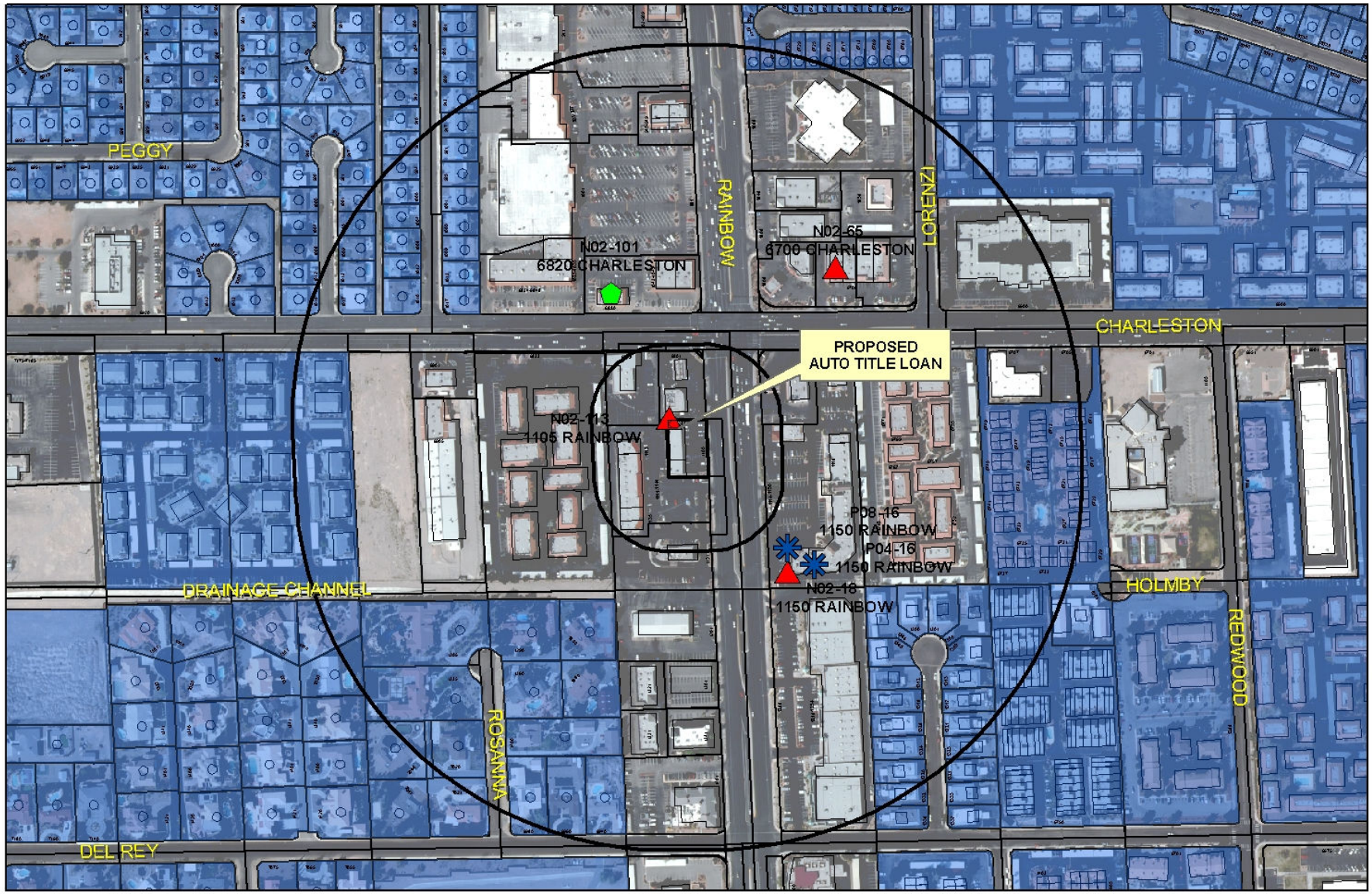
0 300 600 Feet

CASE: **SUP-41298**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-41298
Financial Institution

Financial Business Locations

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 220 440 880 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KOSTER FINANCE, LLC - OWNER: RAINBOW CHARLESTON PLAZA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-41298	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-41298 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Title Loan use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RG

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Auto Title Loan use within an existing 964 square-foot nonconforming Financial Institution, Specified at 1105 South Rainbow Boulevard, Suite #101. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses and the site is not physically suitable for the proposed use, as evidenced by the required waivers of distance separation and minimum floor area requirements. If this request is denied, the Auto Title Loan cannot be permitted on this site and the existing nonconforming Financial Institution, Specified use would remain.

ISSUES

- An Auto Title Loan use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- A waiver is required to allow 964 square feet for the use where 1,500 square feet is the minimum floor area required.
- A waiver is required to allow the proposed use to be located 150 feet from another Financial Institution, Specified use where a 1,000-foot distance separation is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/02/89	The City Council approved a request for a Rezoning (Z-0065-89) from N-U (Non-Urban) to C-1 (Limited Commercial) of the property located on the west side of Rainbow Boulevard, approximately 180 feet south of Charleston Boulevard. The Planning Commission and staff recommended approval.
05/10/11	The Planning Commission voted (7-0) to recommend DENIAL (PC Agenda Item 40/rg).

Most Recent Change of Ownership	
05/01/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1991	The building located at 1105 South Rainbow Boulevard was constructed.
09/20/00	A building permit (#00017478) was issued for a Non-Work tenant improvement at 1105 South Rainbow Boulevard, Suite #101. The building permit was finalized on 10/25/00.
10/24/00	A business license (N02-00113) was issued for Non-Depository Lender at 1105 South Rainbow Boulevard, Suite #101. The business license is currently active.

Pre-Application Meeting	
02/15/11	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit for an Auto Title Loan use were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/11	A site visit by staff noted that the subject suite for the proposed use is well maintained.

Details of Application Request	
Site Area	
Net Acres	0.38

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Rainbow Boulevard	Primary Arterial	Master Plan of Streets and Highways	150*	Y

*Per the Master Plan of Streets and Highways, the street width is 100 feet.

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Auto Title Loan	964 SF	1/250 SF	4				
General Personal Service (Beauty Salon)	10 stations	3 spaces per station	30				
General Personal Service (Florist)	1,300 SF	1/250 SF	6				
Office, Other than Listed	1,040 SF	1/300 SF	4				
Restaurant	300 SF seating area 500 SF Remaining	1/50 SF 1/200 SF	10 required				

RG

TOTAL SPACES REQUIRED	53		28		N*
Regular and Handicap Spaces Required	50	3	26	2	N*

*Pursuant to Title 19.10.010 (C), the subject site is Parking-Impaired Development.

Waivers		
Requirement	***Request***	***Staff Recommendation***
No Auto Title Loan use may be located closer than 1,000 feet from another Financial Institution, Specified.	150 feet	Denial
The area for the use shall have a minimum size of 1,500 square feet.	964 square feet	Denial

ANALYSIS

The proposed Special Use Permit would allow a business whose primary function is to lend money on the security of the title to a motor vehicle rather than on the security of the vehicle itself. The required amount of parking for the entire site is 53 spaces. Currently, the existing site provides 28 parking spaces and it is a parking-impaired development, pursuant to Title 19.10.010. The proposed Auto Title Loan use will not result in an increase to the area of the suite or result in a change of use that requires an increase in the number of required parking spaces.

The proposed use will be located within an existing nonconforming Financial Institution, Specified use establishment. The business license for the Financial Institution, Specified was issued in October 24, 2000, prior to the passage of Ordinance #5682 on April 21, 2004 establishing the Financial Institution, Specified and Auto Title Loan uses with minimum requirements.

The minimum Special Use Permit requirements for the proposed Auto Title Loan use are a 1,000-foot distance separation from another Financial Institution, Specified and a 1,500 square-foot minimum floor area for the use. The applicant has requested waivers to allow a 150-foot distance from another Financial Institution, Specified and to allow 964 square feet of floor area for the proposed use. Staff is recommending denial of this request, as the proposed use cannot be conducted in a manner that is compatible with the surrounding land uses, as is evidenced by the requested waiver of distance separation and minimum floor area requirements. If this request is approved, it is subject to conditions.

FINDINGS (SUP-41298)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use cannot be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties, due to the waivers of the distance separation from another Financial Institution, Specified.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of the proposed use. The suite where the proposed Auto Title Loan is to be located is only 964 square feet. The minimum Special Use Permit requirement for the building or portion thereof that is dedicated to the use shall have a minimum size of 1,500 square feet.

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.**

   Site access is provided from Rainbow Boulevard, designated as a Primary Arterial in the Master Plan of Streets and Highways. This street is of sufficient size to accommodate the needs of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use does not meet all of the applicable conditions per Title 19.04, due to the request of a waiver of distance separation for the proposed Auto Title Loan to be allowed within 150 feet from another Financial Institution, Specified and to allow 964 square feet minimum for the proposed use where 1,500 square feet minimum is required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 256 (By City Clerk)

APPROVALS 0

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-41298** APN: 163-03-501-012

Name of Property Owner: Rainbow Charleston Plaza, LLC

Name of Applicant: Koster Finance, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Deborah Martinez

Print Name: Deborah Martinez

Subscribed and sworn before me

This 8th day of March, 20 11

Deborah J. Dellitch

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBORAH J. DELLITCH
Appt. No. 01-68067-1
My Appt. Expires March 11, 2013

RECEIVED
MAR 24 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 1105 S. Rainbow Blvd., Suite 101

Project Name Koster's Cash Loans #3 **Proposed Use** Title Loan

Assessor's Parcel #(s) 163-03-501-012 **Ward #** 1 - Tarkanian

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 1400 **Floor Area Ratio**

Gross Acres 0.38 acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER Rainbow Charleston Plaza, LLC **Contact** Buffalo Realty

Address 353 E. Irwin Ave **Phone:** (702) 767-7633 **Fax:** (702) 896-8872

City Las Vegas **State** NV **Zip** 89183-4604

E-mail Address

APPLICANT Koster Finance, LLC **Contact** Paul M. Smith

Address 4170 S. Decatur Blvd., Suite B-5 **Phone:** 702-248-0110 **Fax:** (702) 247-9687

City Las Vegas **State** NV **Zip** 89103

E-mail Address PSmith@KosterFinance.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Deborah Martinez

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Deborah Martinez

Subscribed and sworn before me

This 20th day of April, 20 11.

Irma Borrego

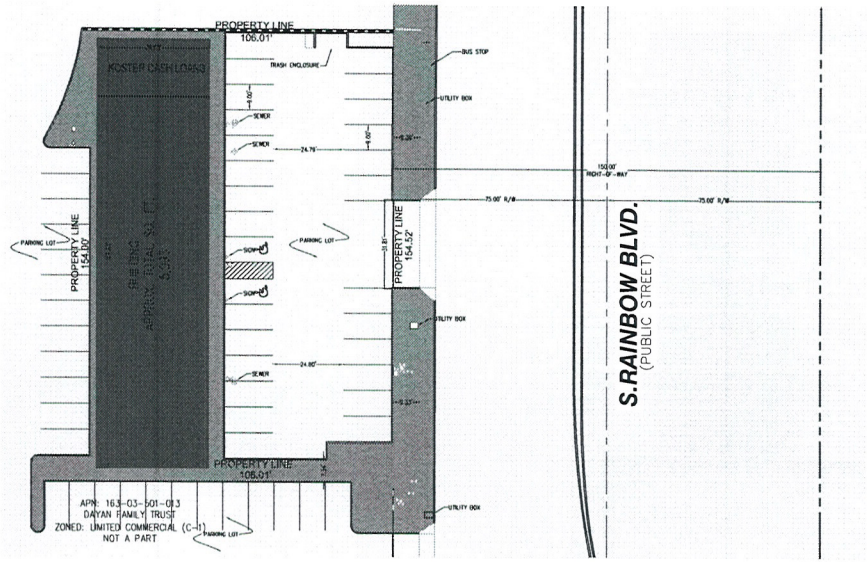
Notary Public in and for said County and State

IRMA BORREGO
Notary Public, State of Nevada
Appointment No. 02-74306-1
My Appt. Expires Feb 28, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-41298
Meeting Date:	5-10-11
Total Fee:	1030.00
Date Received:*	4/21/11
Received By:	Romeo

*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.



SITE PLAN
SCALE: 1"=30'
NORTH

GRAPHIC SCALE
NORTH
(IN FEET)
1 inch = 30 ft.

LEGEND

- CENTER LINE (TYP)
- CURB AND GUTTER
- RIGHT OF WAY
- BUILDING OVERHANG
- EXISTING ELECTRIC (TYP)
- EXISTING WATER (TYP)
- PEDESTRIAN SIGNAL
- EXISTING HANDICAP RAMPS (TYP)
- EXISTING REMOVABLE BOLLARD (TYP)
- PIPE BOLLARDS(TYP)

SITE CALCULATIONS

SQUARE FOOTAGES:

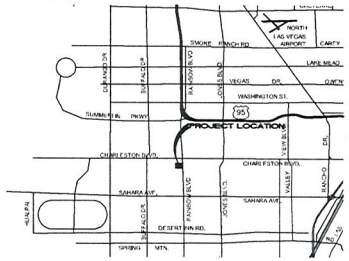
PROPERTY SIZE	0.38 ACRES
OVERALL BUILDING SIZE	5993 SQ. FT.
KOSTER'S RETAIL	963.58 SQ. FT.

PARKING:

TOTAL EX. PARKING SPACES	28 TOTAL
TOTAL EX. HANDICAP SPACES	2 TOTAL
KOSTER'S RETAIL REQUIRED SPACES	1 (MIN. 5 PER 1000 SQ.FT)

PROPERTY INFORMATION

PARCEL NUMBER: 139-35-501-001
OWNER NAME: RAINBOW CHARLSTON PLAZA, LLC
SITE ADDRESS: 1105 S. RAINBOW #101 LAS VEGAS, NV 89117
ZONING: (C-1) LIMITED COMMERCIAL DISTRICT



VICINITY MAP

NOT TO SCALE

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THIS DRAWING IS AN INTERPERTATION OF THE PROJECT BY IDEAL SOLUTIONS. THIS DRAWING WAS GENERATED FOR IDEAL SOLUTIONS CLIENT. THE INTERPERTATION OF THESE DRAWINGS IS AFFECTED BY THE INFORMATION GIVEN TO IDEAL SOLUTIONS BY ITS CLIENT AS WELL AS INDUSTRY STANDARDS AND TECHNICAL INFORMATION. IN CASES WHERE IDEAL SOLUTIONS IS NOT PROVIDED WITH THE NECESSARY INFORMATION, IT WILL BE IDEAL SOLUTIONS DECISION WETHER TO ASSUME, EXTRAPOLATE OR OMIT THIS INFORMATION IN ORDER TO COMPLETE THE DRAWINGS. IT IS THE RESPONSIBILITY OF IDEAL SOLUTIONS CLIENT (OR END USER IF APPLICABLE) TO REVIEW THE PLAN DRAWINGS. IDEAL SOLUTIONS NOR IT'S DRAFTSMAN SHALL NOT BE LIABLE OR RESPONSIBLE FINANCIALLY FOR ANY ERRORS AND/OR OMISSIONS FROM THESE DRAWINGS. ARCHITECTURAL, ENGINEER AND/OR CONTRACTOR APPROVAL DOES NOT RELIEVE IDEAL SOLUTIONS CLIENT FROM REVIEWING THESE DRAWINGS AS NOTED ABOVE.

RECEIVED
MAR 24 2011

NO.	REVISION	BY	DATE APP.	DATE
6				
5				
4				
3				
2				
1				

KOSTER'S CASH LOANS
LAS VEGAS, NEVADA

SHEET:
EXISTING SITE PLAN LAYOUT
1105 S. RAINBOW #101
LAS VEGAS, NV 89117

Ideal Solutions
CAD DRAFTING AND DESIGN CONSULTING SERVICES
3651 LINDELL ROAD SUITE D, LAS VEGAS, NEVADA 89103
TEL: (702) 256-1155 FAX: (702) 256-1156 WWW.IDEALSOLUTIONSDRAFTING.COM

CLIENT INFO:
KOSTER FINANCE, LLC
4705 S. DURANGO DR.
BLDG #5-2
LAS VEGAS, NV 89113
PH. (702) 947-3600
FAX. 702.247.3687

DESIGNED BY: RDP
DRAWN BY: RDP
CHECKED BY: RDP
SCALE: 1/4" = 1'
PROJECT DATE: MARCH. 2011

SHEET
S-2
2 OF 2

SUP-41298

DRAWING GUIDELINES

1. ALL DIMENSIONS SHOWN ON THIS DRAWING SHOULD BE CHECKED/VERIFIED PRIOR TO THE ORDERING OF ANY MATERIALS AND PRIOR TO THE FABRICATION AND INSTALLATION OF ANY MATERIALS

2. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF A FULL SET OF ARCHITECTURAL DRAWINGS. SOME PERIMETER CONDITIONS MAY BE SHOWN AS UNKNOWN. THESE CONDITIONS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION FOR THEIR EFFECT ON THE WORK BEING PERFORMED.

3. THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF STRUCTURAL DRAWINGS. THIS MAY AFFECT THE LOCATION AND SIZING THE STRUCTURAL LAYOUT IN THESE AREAS SHOULD BE VERIFIED PRIOR TO FABRICATION AND INSTALLATION OF THE WORK

DRAWING DISCLAIMER:

THIS DISCLAIMER APPLIES TO ALL IDEAL SOLUTIONS CUSTOMERS AS WELL AS ANY PARTY USING THESE DRAWINGS TO OBTAIN INFORMATION NEEDED TO ORDER, COORDINATE, CONSTRUCT, FABRICATE, OR INSTALL MATERIALS FOR THIS PROJECT.THIS ALSO APPLIES TO ALL CONTRACTORS AND TRADES.
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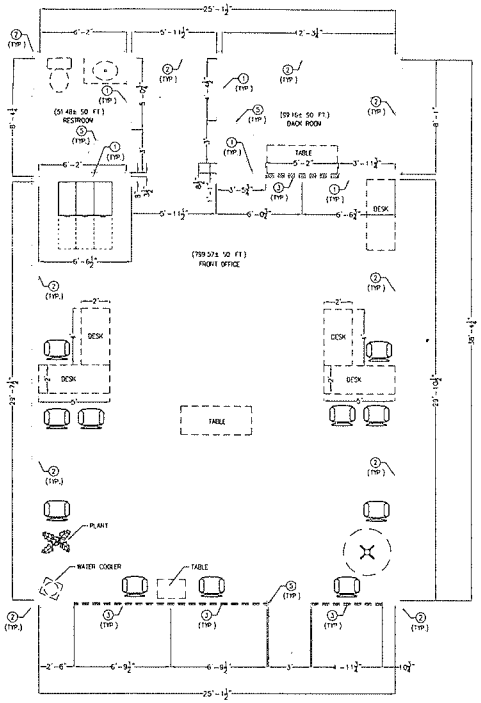
EXISTING CONDITIONS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL EXISTING JOB CONDITIONS. ANY ADVERSE EXISTING CONDITIONS AFFECTING WORK SHOWN ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION THE CLIENT AND IDEAL SOLUTIONS FOR POSSIBLE CLARIFICATION OR RECONCILIATION

ADA AND LEGAL DISCLAIMER

THIS DOCUMENT IS NOT REPRESENTED TO COMPLY WITH ALL REQUIREMENTS CONTAINED IN THE ADA OR OTHER LAWS. IDEAL SOLUTIONS IS NOT LICENCED TO INTERPRET LAWS OR GIVE ADVISE CONCERNING LAWS. THE OWNER SHOULD HAVE THIS DOCUMENT REVIEWED BY HIS ATTORNEY TO DETERMINE LEGAL COMPLIANCE



EXISTING FLOOR PLAN
SCALE 1/4" = 1'

NORTH

CONTRACTOR'S NOTE

EXISTING POWER AND UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING POWER AND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. IDEAL SOLUTIONS ASSUMES NO RESPONSIBILITY FOR POWER AND UTILITIES NOT SHOWN OR POWER AND UTILITIES NOT SHOWN IN THEIR PROPER LOCATIONS.

LEGEND

EXISTING	
EX. TO BE REMOVED	WH — EX. WATER HEATER
PROPOSED	
EX. GFI OUTLET	
EX. STANDARD OUTLET	EXISTING DOOR
EX. 125V 30A OUTLET	
EX. FOUR PLEX OUTLET	
EX. JUNCTION BOX	EXISTING TOILET
EX. OUTLET	
EX. DATA JACK	EXISTING WALL
EX. TELEPHONE JACK	
EX. TELEVISION JACK	EXISTING WINDOW
EX. SINGLE SWITCH	EXISTING TABLE

KEY NOTES - EX. FLOOR PLAN

1. EXISTING INTERIOR WALL
2. EXISTING EXTERIOR WALL
3. EXISTING WINDOW
4. EXISTING SLIDING GLASS DOOR
5. EXISTING STANDARD DOOR
6. EXISTING POCKET DOOR

ABBREVIATIONS

DO	DOOR OPENING	SIM	SIMILAR	SPAND	SPANDREL
REQ'D	REQUIRED	VER	VERIFY	INSUL	INSULATION
OPP	OPPOSITE	PTD	PAINTED		
BO	BY OTHERS	WC	WATER CLOSET		
FV	FIELD VERIFY	WH	WATER HEATER		
ANG	ANGLE	WDW	WINDOW		
SHT	SHEET	EA	EACH		
DTL	DETAIL	FLR	FLOOR		
ELEV	ELEVATION	EXT	EXTERIOR		
SURF	SURFACE	INT	INTERIOR		

CALCULATIONS

NAME	SQUARE FOOTAGE	USAGE
FRONT OFFICE	799.57	X
BACK ROOM	99.16	X
RESTROOM	51.48	X
TOTAL OVERALL INTERIOR SQUARE FOOTAGE		963.58

RECEIVED
MAR 24 2011

PROPERTY INFORMATION

PARCEL NUMBER 163035010 12
OWNER NAME RAINBOW CHARLESTON PLAZA LLC
SITE ADDRESS 1105 S RAINBOW #101 LAS VEGAS, NV 89117
ZONING (C-1) LIMITED COMMERCIAL DISTRICT
ESTIMATED INTERIOR SQUARE FOOTAGE 963.58 SQ FT

NO.	REVISION	BY	DATE	APP	DATE
6					
5					
4					
3					
2					
1					

KOSTER'S CASH LOANS
LAS VEGAS, NEVADA
SHEET

EXISTING FLOOR PLAN LAYOUT
1105 S. RAINBOW #101
LAS VEGAS, NV 89117

Ideal Solutions
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3551 LINDELL ROAD SUITE D, LAS VEGAS, NEVADA 89103
TEL: (702) 258-3553 FAX: (702) 258-3553 WWW.IDEALSOLUTIONSDRAFTING.COM

CLIENT INFO:
KOSTER FINANCE, LLC
4170 S DECATUR BLVD
STE 3
LAS VEGAS, NV 89103
PH. 702 247 9600
FAX. 702 247 9607

DESIGNED BY: RDP
DRAWN BY: RDP
CHECKED BY: RDP
SCALE: 1/4" = 1'
PROJECT DATE: MARCH 2011

SHEET
S-2
2 OF 2

SUP-41298



SUP-41298 - APPLICANT: KOSTER FINANCE, LLC - OWNER: RAINBOW CHARLESTON PLAZA, LLC
1105 SOUTH RAINBOW BOULEVARD, SUITE #101

03/31/11

KOSTER FINANCE, LLC
4170 S. Decatur Blvd. Suite B-5 ▪ Las Vegas, Nevada 89103 ▪ phone 702.248.0110 ▪ fax 702.247.9687

February 24, 2011

RE: Parcel Number 163-03-501-012

City of Las Vegas
Planning and Development
333 N. Rancho Rd.
Las Vegas, NV 89101

To Whom It May Concern,

Attached is an application for a Special Use Permit that is being submitted for your approval. The parcel for which the Special Use Permit is being sought currently houses a Koster's Cash Loans location that is licensed to do High-Interest Loans. Koster's would like to expand our services to include Check Cashing, Deferred Deposit, and Title Loans at this site.

Koster Finance, LLC d/b/a Koster's Cash Loans would like to request a waiver of the 1000 foot separation requirement as this location is 150 feet from an existing Financial Institution Specified use. Koster's would also like to request a waiver of the requirement that the portion of the building dedicated to this use be 1,500 sq. ft. or greater, as this location is 1,040 sq. ft.

The hours of operation will not extend beyond the hours of 08:00 and 23:00, and no additional parking is required for this site pursuant to Title 19.04.

Should you require anything further, please do not hesitate to call me. I can be reached at my office (702-248-0110) or on my cell phone (702-296-6324).

Respectfully,

Paul M. Smith
Executive Admin. Assistant
Koster Finance, LLC

RECEIVED
MAR 24 2011

SUP-41298

06/06/2011 06:28 FAX 713 672 2518 Metal Craft 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41298
City Council Meeting of 6/15/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 JUN02 2011
MAILED FROM ZIPCODE 89101

2011 JUN -6 A 6:55

CITY CLERK

FREEMAN JAMES LARRY & ROSE
1309 AKRON
HOUSTON TX 77029-2517

APN#16302111065

99 DRDFN11 77029

06/06/2011 MON 04 04 [TX/RX NO 9535] 001

06/06/2011 MON 14:22 ITX/RX NO 95461 002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41298

City Council Meeting of 6/15/2011

PRESORTED FIRST CLASS

$ 00.41

2011 JUN -6 P 3:50

CITY CLERK

FURBER DEVELOPMENT
P O BOX 1384
HEALDSBURG CA 95448-1384

APN#13834820009

2 DROPN11 95448

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

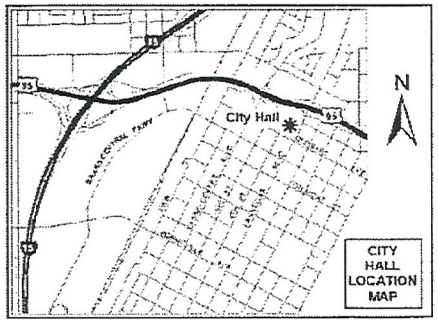
P.001/001

(FAX)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41298

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.414
0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

Case: SUP-41298
16302111047
SINIBALDI MATTHEW J
6715 W CHARLESTON BLVD #4
LAS VEGAS NV 89146-9221

89 BRDFN11 89146

RECEIVED
MAY - 2 2011

40p

04/30/2011 13:08

04/30/2011 12:25 FAX 713 672 2518 Metal Craft 001

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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PITNEY BOWES
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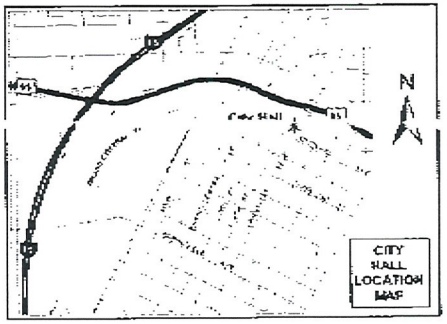
0004279218
$ 00.41⁴
APR 28 2011
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41298

Planning Commission Meeting of 5/10/2011

Case: SUP-41298

16302111065
FREEMAN JAMES LARRY & ROSE MARY
1309 AKRON
HOUSTON TX 77029-2517

RECEIVED
MAY - 2 2011

HOP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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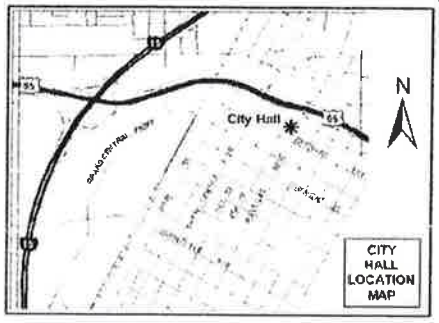
0004279218 APR 28 201
MAILED FROM ZIP CODE 8910

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41298

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-41298
16302113050
SILAKOWSKI EDWARD
6750 DEL REY AVE #238
LAS VEGAS NV 89146-1062

89146



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41298

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-41298
16302113083
SILAKOWSKI EDWARD F TRUST
6750 DEL REY AVE #262
LAS VEGAS NV 89146-1063

89146

40
2P

City of Las Vegas Agenda Item No.: **114.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

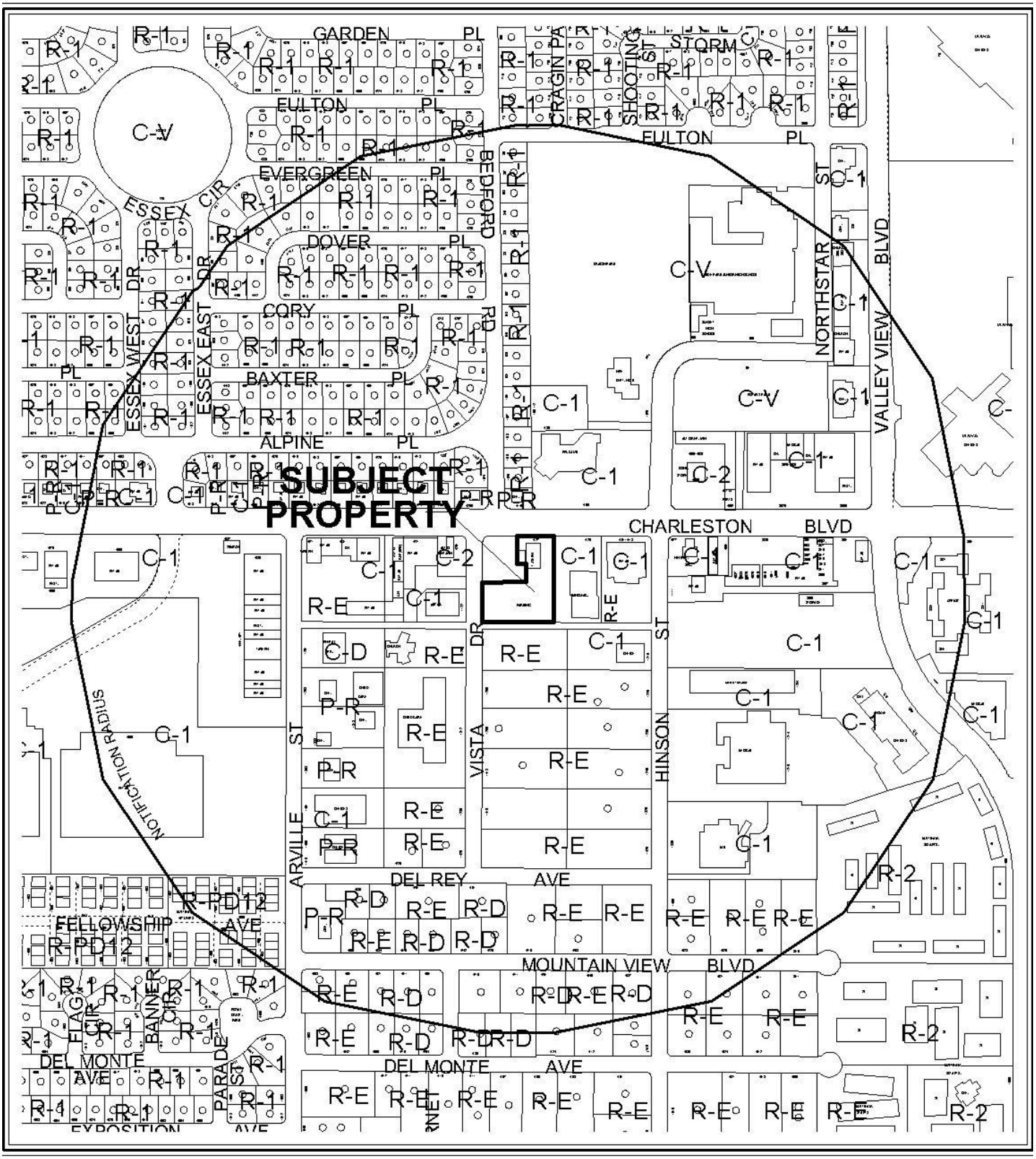
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-41551 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: 4127 CHARLESTON, LLC - Request for an Extension of Time of a Non-Conforming Tavern use at 4127 West Charleston Boulevard (APN 162-06-510-040), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



0 300 600 Feet

CASE: **EOT-41551**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

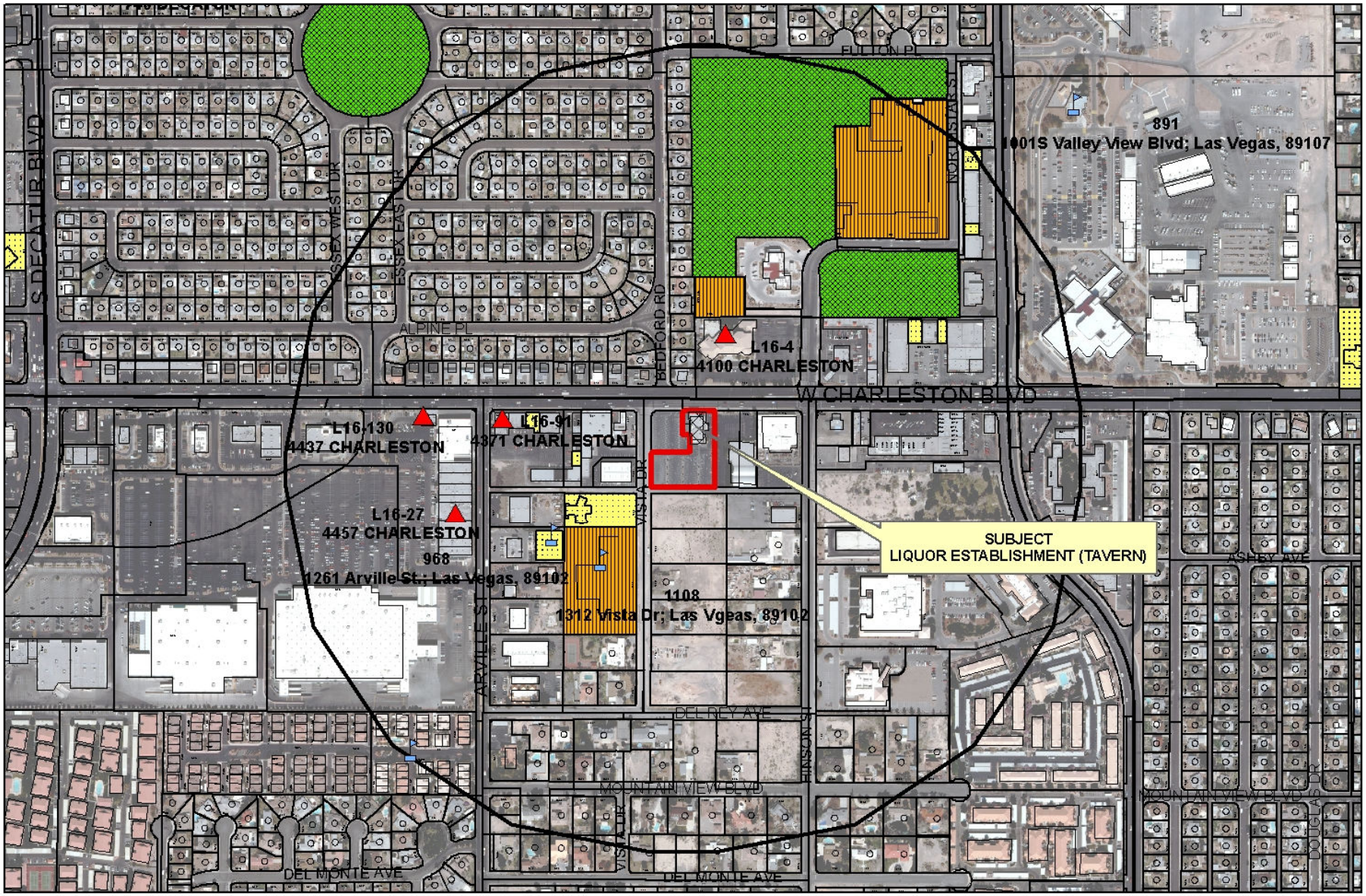
N



CASE: **EOT-41551**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



EOT-41551

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 275 550 1,100 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 4127 CHARLESTON, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41551	Staff recommends DENIAL.	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern at 4127 West Charleston Boulevard. On December 27, 2007, business license L16-00133 was issued for a Tavern. In June 2008, the business closed for internal and external renovations. In June 2009, the business opened for one day for the purpose of preserving their liquor license. The Department of Business Licensing and City Attorney's office determined that for one day in June 2010, the business opened with spirit based products available on-site, thereby preserving their liquor license for an additional year.

In 2010, a child care facility/pre-school was constructed approximately 185 feet to the northwest of the subject site. In addition, there is a religious facility, another child care facility, City Park, school, and four other taverns all within 1500 feet of the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allows the owner of property deemed abandoned for a period of time greater than the application abandonment period to request the abandonment period extended through an Extension of Time application.

Though the applicant meets the requirements outlined in Bill 2010-40, Ordinance 6114 to request a one-year extension of time, staff is recommending denial of this request due to the tavern being in close proximity to several protected uses.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/17/90	The City Council approved a request for Rezoning (Z-0099-90) from R-E (Residence Estates) and C-2 (General Commercial) to C-1 (Limited Commercial) for the expansion of a restaurant and lounge (Skinny Dugan's Pub) at 4127 West Charleston Boulevard. The Planning Commission recommended approval.
05/10/07	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-20815) for the proposed 6,600 square-foot renovation of an existing Tavern and waivers of the perimeter landscape buffer requirements to allow a four-foot buffer along the west property line where 15 feet is required, a zero-foot wide buffer along the south and east property lines where an eight-foot buffer is required and a zero-foot wide buffer along the north property line where 15 feet is required at 4127 West Charleston Boulevard.

06/06/07	The Planning and Development Department approved a request for a one-lot Parcel Map (merger and re-subdivision) (PMP-20135) on 0.53 acres south of Charleston Boulevard, 150 feet east of Vista Drive.

Most Recent Change of Ownership	
07/01/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/27/07	A business license (L16-00133) was issued for a Tavern at 4127 West Charleston Boulevard (original license date 1/1/51). The license was designated out of business on 05/22/09.
06/03/09	A business license (L16-00311) was issued for a Tavern at 4127 West Charleston Boulevard. The license was designated inactive 08/17/09.
10/13/10	A business license (L16-98529) was filed for, but not issued for a Tavern at 4127 West Charleston Boulevard.
No recent building permits have been issued for the subject site within the last year.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.34

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Tavern and Parking Lot	SC (Service Commercial)	C-1 (Limited Commercial)
North	Private Club	SC (Service Commercial)	C-1 (Limited Commercial)
South	Undeveloped Land	R (Rural Density Residential)	R-E (Residence Estates)

East	Banquet Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail Establishments and an Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial) and C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N.A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

A tavern has been in operation at the subject site since 1951, prior to the requirement for a Special Use Permit. On December 27, 2007, business license L16-00133 was issued for a Tavern. In June 2008, the business closed for internal and external renovations. In June 2009, the business opened for one day for the purpose of preserving their liquor license. The Department of Business Licensing and City Attorney's office determined that for one day in June 2010, the business opened with spirit based products available on-site, thereby preserving their liquor license for an additional year. In 2010, a child care facility/pre-school was constructed approximately 185 feet to the northwest of the subject site. In addition, there is a religious facility, another child care facility, City Park, school, and four other taverns all within 1500 feet of the subject site.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the application abandonment period to request the abandonment period extended through an Extension of Time application. In accordance with Bill 2010-40, Ordinance 6114, a public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time for a non-conforming use due to current economic conditions. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. Though the applicant meets the requirements outlined in Bill 2010-40, the tavern is located in too close proximity to several protected uses; therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 353 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41551** APN: 162-065-10-040

Name of Property Owner: 4127 Charleston, LLC d/b/a Skinny Dugans

Name of Applicant: 4127 Charleston, LLC, d/b/a Skinny Dugans and/or David Mason

Name of Representative: Mr. David Mason

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: _____

Print Name: David Mason, for 4127 Charleston, LLC

Subscribed and sworn before me

This 21st day of April, 2011

_____

Notary Public in and for said County and State

REGINA JONES
Notary Public
State of Nevada
My Comm. Expires: May 8, 2013
Certificate No: 96-3293-1

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APR 26 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 4127 W. Charleston Boulevard, Las Vegas, Nevada 89102

Project Name 4127 Charleston, LLC d/b/a Skinny Dugans **Proposed Use** _____

Assessor's Parcel #(s) 162-065-10-040 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.35 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER 4127 Charleston, LLC **Contact** Mr. David Mason

Address 4127 W. Charleston Boulevard **Phone:** _____ **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

APPLICANT 4127 Charleston, LLC/ Mr. David Mason **Contact** Mr. David Mason

Address 1137 S. Rancho Drive, Ste. 120 **Phone:** (702) 386-8686 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address Davidmason1948@me.com

REPRESENTATIVE John T. Moran III, Esq **Contact** Regina

Address 630 S. Fourth Street **Phone:** (702) 384-8424 **Fax:** (702) 384-6568

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address JT3.Moran@moranlawfirm.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name David Mason for 4127 Charleston, LLC

Subscribed and sworn before me

This 21st day of April, 20 11.

_____

Notary Public in and for said County and State

REGINA JONES
Notary Public
State of Nevada
My Comm. Expires: May 8, 2013
Certificate No: 96-3203-1

FOR DEPARTMENT USE ONLY

Case #	EOT – 41551
Meeting Date:	6/15/11 PC
Total Fee:	$800
Date Received:*	04/20/11
Received By:	

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APR 20 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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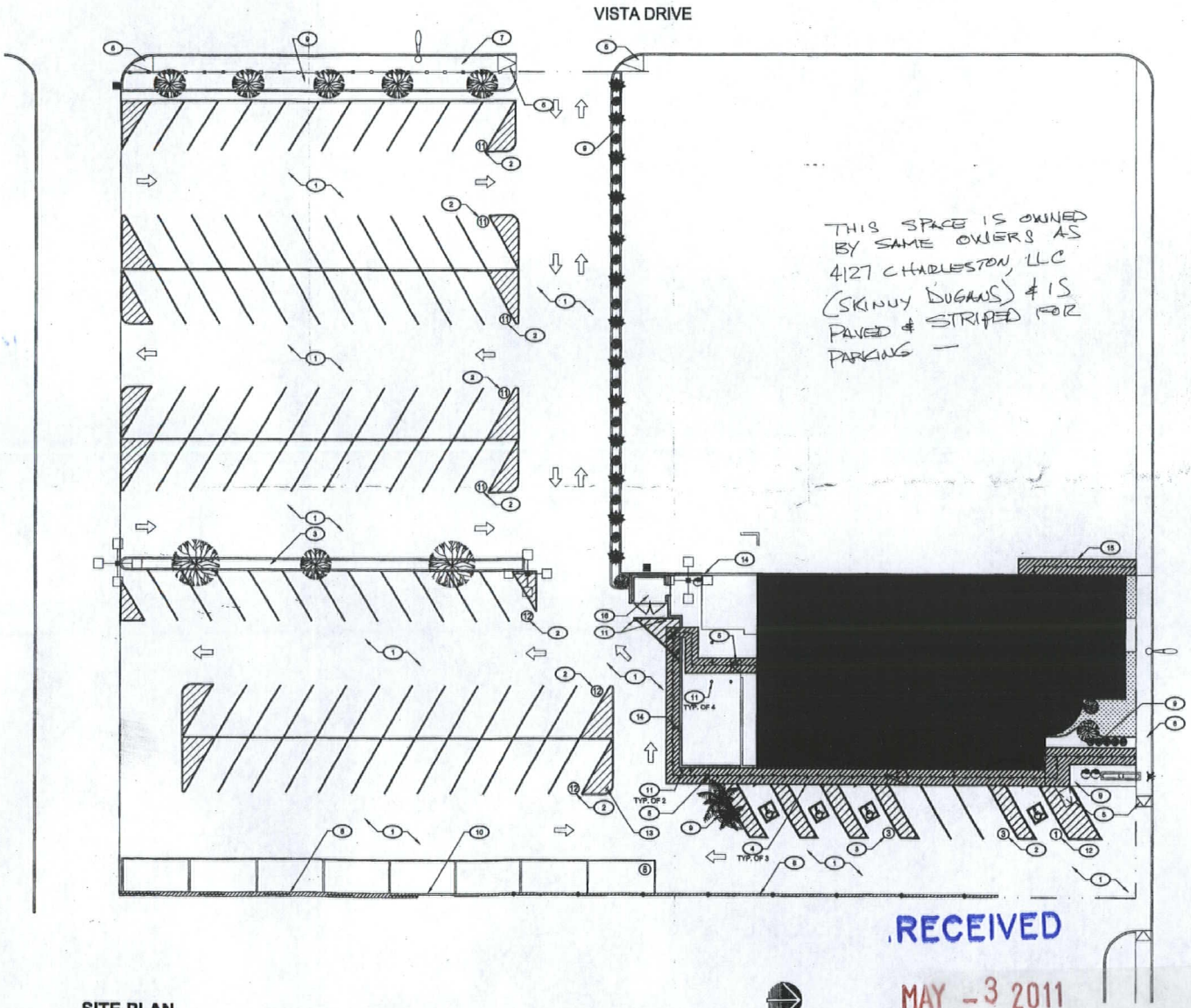

THIS SPACE IS OWNED BY SAME OWERS AS 4127 CHARLESTON, LLC (SKINNY DUGANS) & IS PAVED & STRIPED FOR PARKING —

SITE PLAN
SCALE: 1/16" = 1'-0"

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EOT-41551

KEYNOTES

1	(E) DRIVEWAY
2	(E) 9'X19' PARKING STALL
3	9'x19' HANDICAPPED PARKING STALL
4	HANDICAPPED SIGN AGE, SEE DETAIL 1/AS1.02
5	HANDICAPPED ACCESSIBLE @ CURB. SEE DETAIL 2/AS1.02
6	(E) 5'-0" CONCRETE SIDEWALK
7	(E) 6'-0" CONCRETE SIDEWALK
8	(E) C.M.U. WALL
9	(E) LANDSCAPING
10	(E) 20'-0" GATE
11	BOLLARDS, SEE DETAIL 3/AS1.02
12	9'x19' VAN ACCESSIBLE PARKING STALL
13	"DO NOT ENTER" SIGN
14	8'-0" HIGH C.M.U. WALL, SEE DETAIL 4/AS1.02
15	CROSS ACCESS AGREEMENT MUST BE SIGNED BY OWNER TO ALLOW 5'-0" SIDEWALK (PARCEL # 16206510020)
16	(E) TRASH ENCLOSURE, SEE DETAIL 5/AS1.02

GENERAL NOTES

1. PORTIONS OF AN ACCESSIBLE ROUTE WITH RUNNING SLOPES STEEPER THAN 1:20 ARE RAMPS AND SHALL COMPLY WITH ANSI A117.1 4.8. THE CROSS SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT BE STEEPER THAN 1:48. ANSI A117.1 SEC. 403.3
2. CHANGES IN LEVEL ALONG AN ACCESSIBLE ROUTE SHALL COMPLY WITH ANSI A117.1 SEC. 3.01. CHANGES IN LEVEL OF 1/4" HIGH MAXIMUM ARE PERMITTED TO BE VERTICAL WITHOUT EDGE TREATMENT; CHANGES BETWEEN 1/4" AND 1/2" HIGH MAXIMUM ARE TO BE BEVELED WITH SLOPE NOT STEEPER THAN 1:2; CHANGES GREATER THAN 1/2" ARE TO BE ACCOMPLISHED WITH CURB RAMP, RAMP OR ELEVATOR, ANSI A117.1 SEC 3.03.
3. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20.

LEGEND

- EXISTING BUILDING
- PAINTED TRAFFIC ARROW, COLOR TO BE TRAFFIC WHITE
- PROPERTY LINE.
- PAINTED STRIPS 3" WIDE @ 36" O.C. COLOR TO BE TRAFFIC WHITE.
- FIRE HYDRANT
- EXISTING TURF
- EXISTING SKINNY DUGAN'S SIGN AGE
- EXISTING 4'-6" CYCLONE FENCE
- EXISTING LIGHTING OVER CMU WALL
- EXISTING ELECTRICAL POST
- EXISTING PARKING LOT LIGHT
- EXISTING STREET LIGHTING

PROPERTY INFORMATION

LOT SIZE: 1.32 ACRES

PERCENTAGE OF LOT COVERED BY BUILDING
FOOTPRINT: 57,353.7 SQ. FT. (1.32 ACRE LOT) / 6,687 (FOOTPRINT) = 8.57% PARKING

SPACES REQ'D: 3,743.7 (BAR/TABERN USES)/50= 75 SPACES
2,914.6 (REMAINING GFA,)/200= 15 SPACES
TOTAL= 90 SPACES

HANDICAPPED SPACES REQ'D= 3 SPACES+ 1 VAN ACCESSIBLE

PARKING SPACES PROVIDED:
102 REGULAR SPACES+3 HANDICAPPED+ 1 VAN ACCESSIBLE= 106 SPACES

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REVISIONS	BY

MELVIN D. GREEN REGISTERED ARCHITECT STATE OF NEVADA
DECEMBER 15, 2006

MGA Melvin Green Architect, Ltd.
ARCHITECTURE • COMMERCIAL • RESIDENTIAL
3305 W. Spring Mountain Rd. Suite 92 • Las Vegas, NV 89102 • (702) 362-6974

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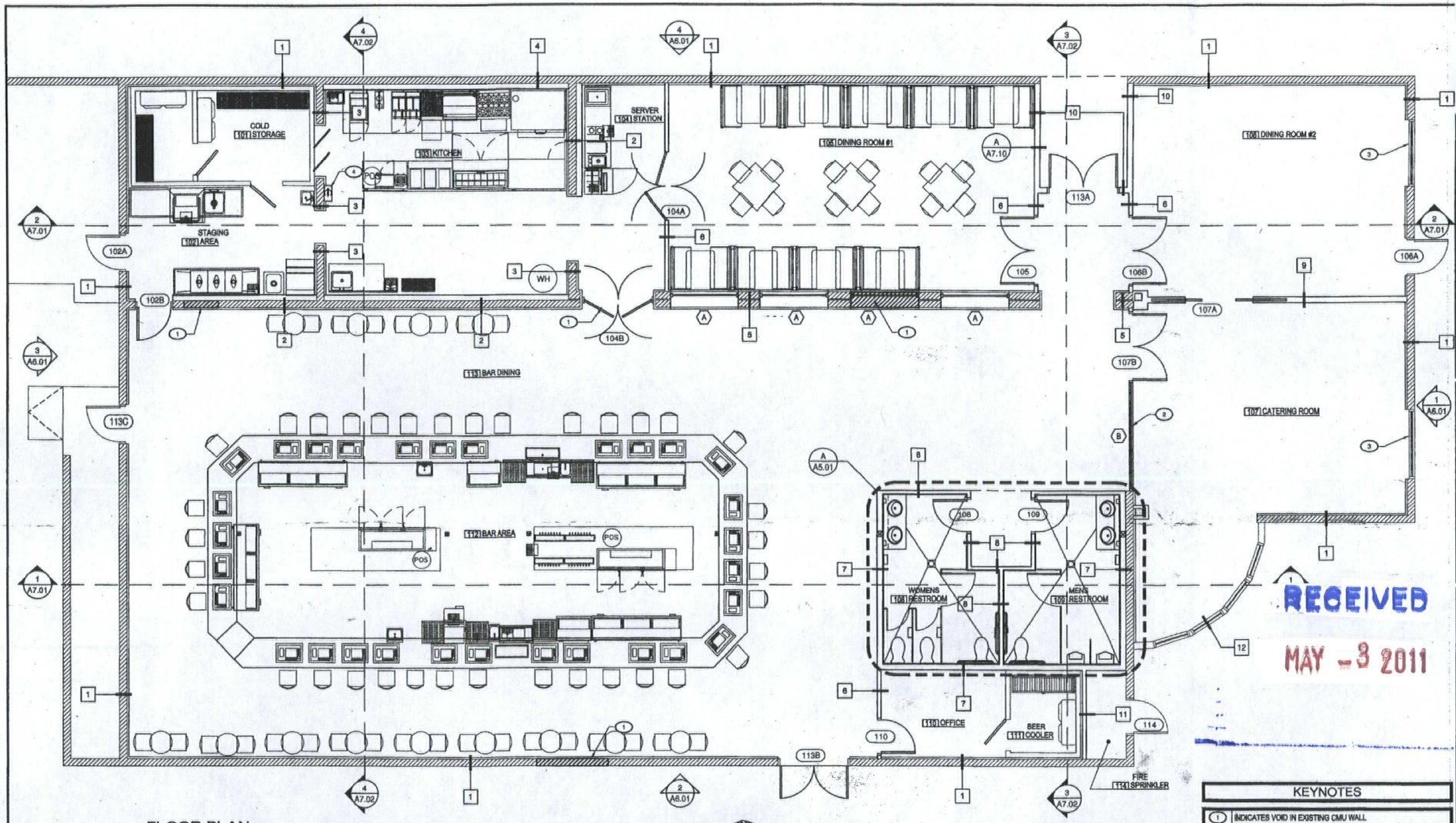
PROJECT: SKINNY DUGAN'S
4127 WEST CHARLESTON BLVD.
LAS VEGAS, NV. 89102

SHEET TITLE: SITE PLAN

DATE:	12-15-06
SCALE:	AS INDICATED
DRAWN:	JW/CC/SF
JOB NO:	06-017

SHEET
AS1.01
OF SHEETS



FLOOR PLAN
SCALE: 1/4" = 1' - 0"

KEYNOTES

1	INDICATES VOID IN EXISTING CMU WALL
2	STORE FRONT SYSTEM, SEE A2.10
3	EXISTING WINDOW
4	FIRE EXTINGUISHER

WALL TYPES

1. EXISTING EXTERIOR C.M.U. 2" "Z" FURRING @ 24" O.C. W/2" RIGID INSULATION. PROVIDE 5/8" TYPE "X" GYP. BD. ON INTERIOR SIDE EXTEND INSULATION AND GYP. BD. TO BOTTOM OF STRUCTURE.
2. EXISTING INTERIOR C.M.U. WALL 2" "Z" FURRING @ 24" O.C. PROVIDE 5/8" TYPE "X" GYP. BD., EXTEND TO BOTTOM OF STRUCTURE BAR SIDE ONLY. PROVIDE 2X6 WOOD STUDS @ 24" O.C. PROVIDE 5/8" WATER RESISTANT GYP. BD., EXTEND TO BOTTOM OF STRUCTURE. STAGING AREA/ KITCHEN SIDE
3. EXISTING INTERIOR C.M.U. WALL PROVIDE 2" "Z" FURRING @ 24" O.C. W/ 5/8" WATER RESISTANT GYP. BD., EXTEND TO BOTTOM OF STRUCTURE BOTH SIDES
4. EXISTING EXTERIOR C.M.U. PROVIDE 2X6 WOOD STUDS @24" O.C. WITH R-19 BATT INSULATION, 5/8" WATER RESISTANT GYP. BD., EXTEND TO BOTTOM OF STRUCTURE.
5. EXISTING INTERIOR DOUBLE C.M.U. WALL PROVIDE 2" "Z" FURRING @24" O.C. W/ 5/8" TYPE "X" GYP. BD. BOTH SIDES. EXTEND GYP. BD. TO BOTTOM OF STRUCTURE.
6. INTERIOR WOOD STUD PARTITION 2"X4" WOOD STUDS @24" O.C., EXTEND STUD TO BOTTOM OF STRUCTURE. PROVIDE R-11 SOUND ATTENUATION INSULATION IN ALL CAVITIES. PROVIDE 5/8" TYPE "X" GYP. BD. ON BOTH SIDES. EXTEND TO FINISH CEILING @ GYP. BD. CLG. AND TO BOTTOM OF STRUCTURE AT EXPOSED/ACT. CLG.
7. WOOD STUD PLUMBING WALL 2"X6" WOOD STUDS @24" O.C., EXTEND STUD TO BOTTOM OF STRUCTURE. PROVIDE R-11 SOUND ATTENUATION INSULATION IN ALL CAVITIES. PROVIDE 5/8" CEMENTITIOUS BACKER BD. AT ALL TILE LOCATIONS. PROVIDE WATER RESISTANT GYP. BD ABOVE TILE IN RESTROOMS. PROVIDE 5/8" TYPE "X" GYP. BD. AT ALL OTHER LOCATIONS. EXTEND TO FINISH CLG. @ GYP. BD. CEILING AND TO BOTTOM OF STRUCTURE @ EXPOSED/ACT CEILING
8. WOOD STUD PARTITION WALL 2"X4" WOOD STUDS @24" O.C., EXTEND STUD TO BOTTOM OF STRUCTURE. PROVIDE R-11 SOUND ATTENUATION INSULATION IN ALL CAVITIES. PROVIDE 5/8" CEMENTITIOUS BACKER BD. AT ALL TILE LOCATIONS. PROVIDE WATER RESISTANT GYP. BD. ABOVE TILE IN RESTROOMS. PROVIDE 5/8" TYPE "X" GYP. BD. AT ALL OTHER LOCATIONS. EXTEND TO BOTTOM OF STRUCTURE ON BAR DINING SPACE AND TO FIN. CLG. ON RESTROOM SIDE.
9. INTERIOR WOOD STUD PARTITION 2"X6" WOOD STUDS @16" O.C., EXTEND STUD TO BOTTOM OF STRUCTURE. PROVIDE R-11 SOUND ATTENUATION INSULATION IN ALL CAVITIES PROVIDE 5/8" TYPE "X" GYP. BD. BOTH SIDES. EXTEND TO BOTTOM OF STRUCTURE.
10. EXTERIOR WOOD STUD PARTITION 2"X6" WOOD STUDS @16" O.C., EXTEND STUD TO BOTTOM OF STRUCTURE. PROVIDE R-19 INSULATION IN ALL CAVITIES. PROVIDE 5/8" TYPE "X" GYP. BD. ON INTERIOR SIDE, EXTEND TO BOTTOM OF STRUCTURE. PROVIDE E.I.F.S. ON EXTERIOR SIDE.
11. 1 HR FIRE BARRIER BASED ON 2003 I.B.C. SEE F1.01 FOR SPECS.
12. EXISTING EXTERIOR WOOD WALL. PROVIDE R-19 RIGID INSULATION IN ALL CAVITIES. PROVIDE 5/8" TYPE "X" GYP. BD. ON INTERIOR SIDE, EXTEND TO BOTTOM OF STRUCTURE.

GENERAL NOTES

1. ARCHITECT TO BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES, BEFORE STARTING WORK.
2. COORDINATE WITH INTERIOR ELEVATIONS FOR EQUIPMENT LOCATION.
3. ALL DIMENSIONS ARE FROM FACE OF STUD-TYP. -U.N.O.
4. WH INDICATES WATER HEATER, COORDINATE WITH PLUMBING SCHEDULE.
5. F.E. INDICATES FIRE EXTINGUISHER

EOT-41551

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REVISIONS | BY

MELVIN D. GREEN REGISTERED No. 2949 ARCHITECT STATE OF NEVADA
DECEMBER 15, 2006

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PROJECT: SKINNY DUGAN'S
4127 WEST CHARLESTON BLVD.
LAS VEGAS, NV. 89102

SHEET TITLE: FLOOR PLAN

DATE: 12-15-06
SCALE: AS INDICATED
DRAWN: JW/CC/SF
JOB NO: 06-017

SHEET
A1.01
OF SHEETS

MORAN LAW FIRM LLC
MORAN BRANDON BENDAVID MORAN
ATTORNEYS AT LAW

JOHN T. MORAN, JR.
LEW BRANDON, JR.
JEFFERY A. BENDAVID
J.T. MORAN III

ADAM S. DAVIS
JUSTIN W. SMERBER
CHRIS HANLEY
AARON MOTSCHENBACHER

April 26, 2011

VIA HAND DELIVERY

Mr. Douglas Rankin
CITY OF LAS VEGAS
PLANNING AND DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, Nevada 89106

RE: 4127 CHARLESTON, LLC, d/b/a SKINNY DUGAN'S
L16-00311-4-000151
APN: 162-065-10-040

To Whom this May Concern:

Please be advised that this undersigned and law firm represent the legal and professional interests of the instant and aforementioned business operation, specifically, 4127 CHARLESTON, LLC, d/b/a/ SKINNY DUGAN'S- Tavern with Restaurant- located at 4127 W. Charleston Boulevard, Las Vegas, Nevada (APN: 162-065-10-040). Further, please allow this correspondence to serve as a Justification Letter with regard to the business operator's most recent request for an Extension of Time relative to the preservation of land use entitlements.

As you well know, SKINNY DUGAN'S has been in business, as a Tavern with Restaurant in the community for several decades, I believe since the 1950's, wherein the prior owner's and business operator's have preserved both liquor and gaming licensure and activities under a "Grandfather Clause" or "Grandfather Clauses." In June 2008, the business was closed for purposes of undergoing dramatic construction in the form of real property improvement, both, inside and outside physical plant. The owners felt it incumbent upon them, and for the success of same business, to spend millions of dollars transforming Skinny Dugan's into a viable and competitive Tavern with Restaurant.

In June of 2009, business operator's endeavored to open the business, in conjunction with Las Vegas Municipal Code, for ONE (1) DAY, and for purposes of preserving attendant liquor licensure. In June of 2010, business operator, yet again, endeavored to open the business for ONE (1) DAY, and for the purpose of preserving attendant liquor licensure and attendant gaming licensure (Nevada Revised Statues and State Gaming Regulations).

As a result thereof, the Department of Business License, via manager, Jim DiFiore, forwarded his correspondence of February 17, 2011, pertaining to the preservation of alcohol rights, and likewise, preserved the alcohol rights until June 8, 2011. I have enclosed a copy of same correspondence for your review and file.

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Based upon reasons stated herein and above, and in conjunction with recent changes in procedure issued by the City of Las Vegas, the preservation of alcohol rights regarding Legal Non-Confirming Uses are now issued via Application for Extension of Time. Rather than by temporarily opening said premises for a period of ONE (1) DAY, business operator hereby submits this Justification Letter in support of its Application for Extension of Time for the preservation of land use entitlements.

Las Vegas Municipal Code 19.16.030, which states, in pertinent:

> **(3) Discontinuation and Abandonment of Use.** If it appears, by reason of economic hardship, that a nonconforming use, as described in Subparagraph (a) or (b) above, will be deemed abandoned for a period of time, greater than the applicable abandonment period described in those subparagraphs, the owner of the property or operator of the use may request that the abandonment period be extended by the City Council. Such request shall be made by means of an application of Extension of Time.

Finally, applications for State Gaming Licensure, pursuant to Nevada Revised Statutes and Nevada Gaming Control Regulations, have been submitted and are scheduled to come before the Nevada Gaming Control Board and Nevada Gaming Commission upon respective agendas in July of 2011. This having been said, and considering the expiration of Land Use Entitlements, applicant hereby requests consideration and approval of the instant Extension of Time.

Should you have any further questions and/or concerns with regard to this matter, please do not hesitate to contact me personally. I remain,

Very Truly Yours,

John T. Moran III, Esq.
MORAN LAW FIRM, LLC

JT3/ms

Enclosures

cc: Mr. Terry Caudill, TLC CASINO ENTERPRISES, INC.
Mr. Brian Arlin, TLC CASINO ENTERPRISES, INC.
Mr. David Mason

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APR 26 2011
EOT-41551

City of Las Vegas Agenda Item No.: **115.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

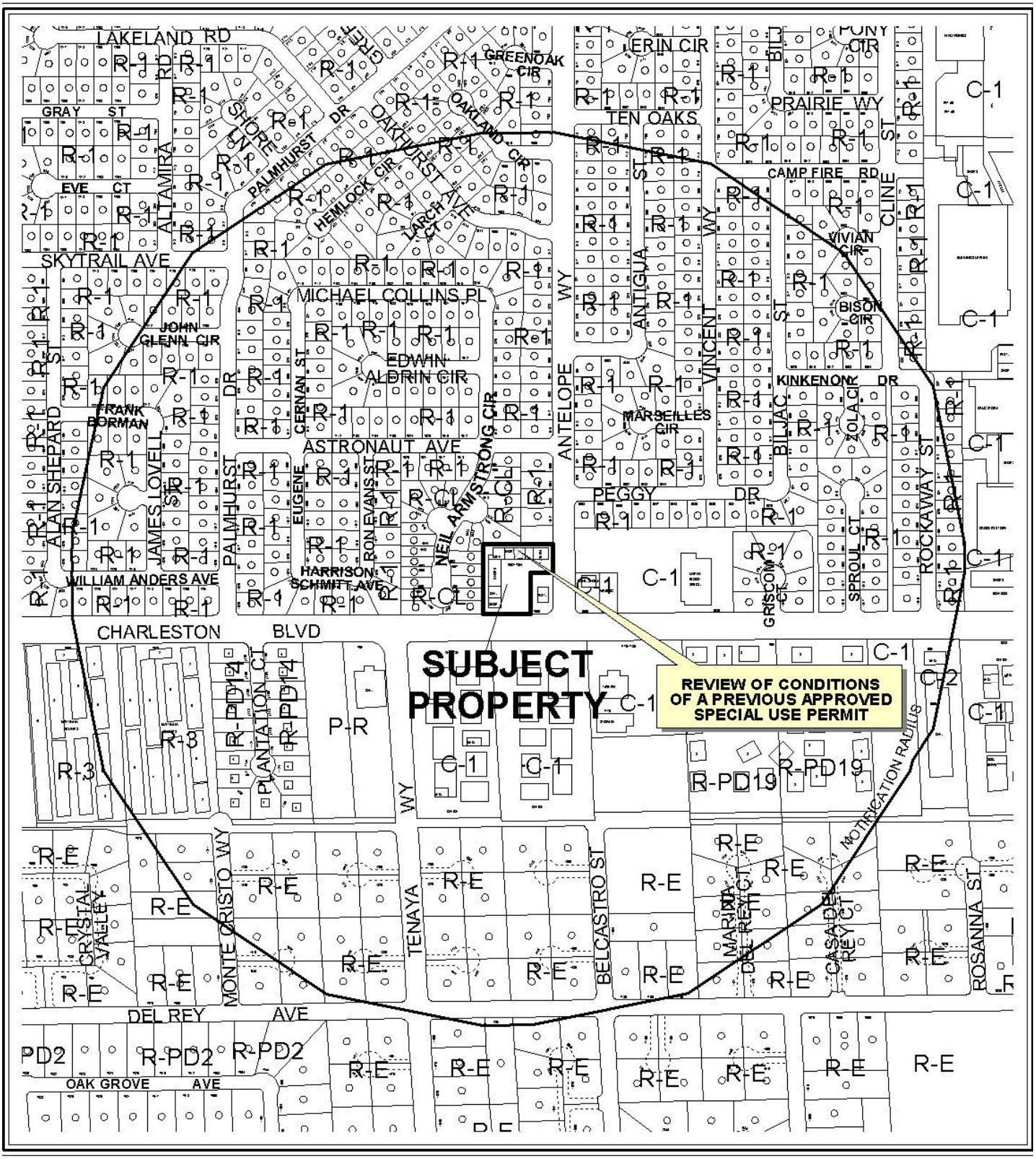
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41544 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: FIESTA DISCOUNT MARKET - OWNER: GILDAY DONALD IRR FAM TRUST - Request for a Review of Condition of a previously approved Special Use Permit (U-0193-00) TO DELETE CONDITION #2 THAT STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED" at 7010 West Charleston Boulevard (APN 138-34-402-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for U-0193-00
5. Justification Letters



0 500 1000 Feet

CASE: **ROC-41544**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



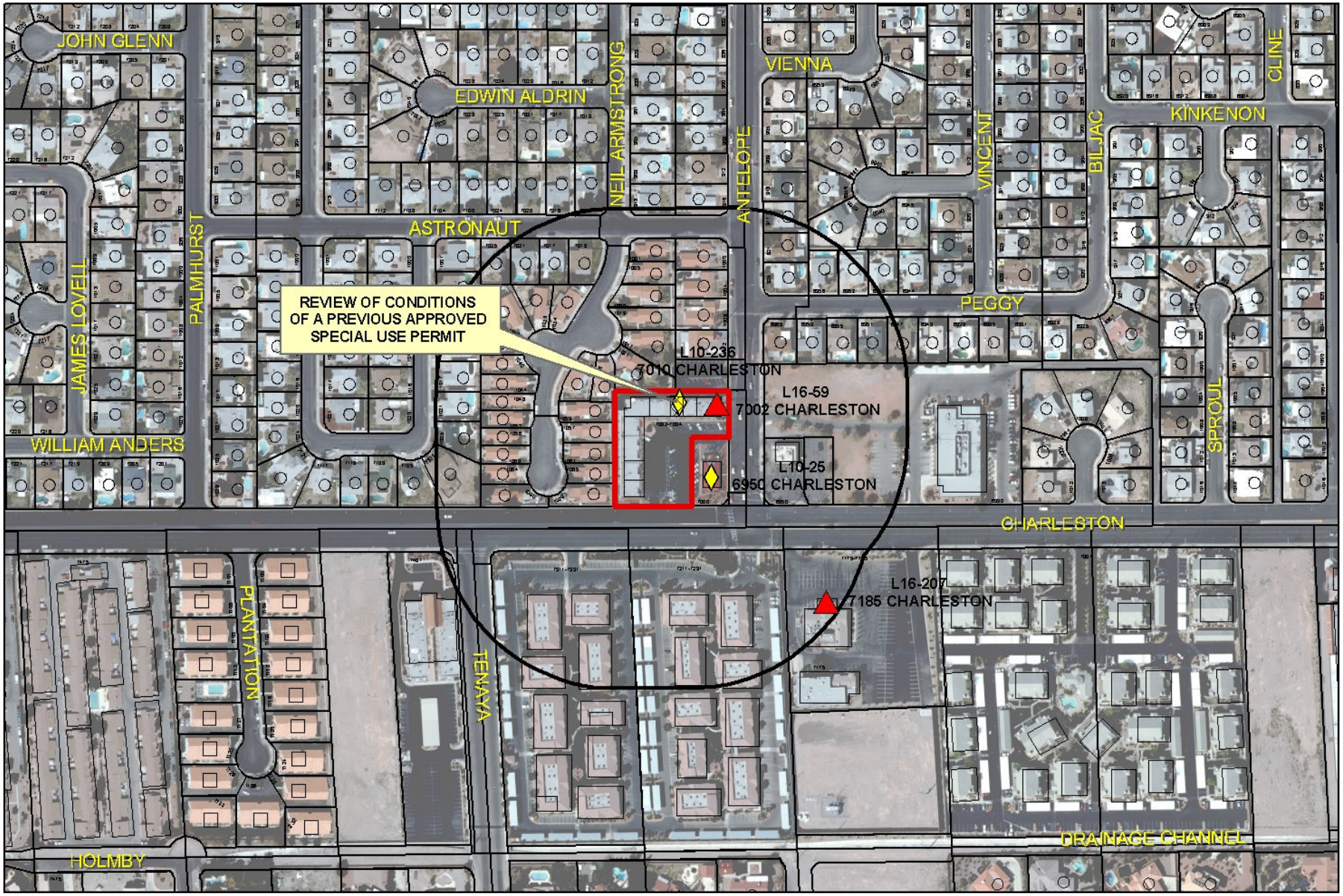
0 500 1000 Feet

CASE: **ROC-41544**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-41544

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FIESTA DISCOUNT MARKET - OWNER: GILDAY DONALD IRR FAM TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41544	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-41544 CONDITIONS

Planning

1. Condition Number 2 of the Special Use Permit (U-0193-00) shall be deleted.

2. Conformance to all other conditions of approval of Special Use Permit (U-0193-00) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a Convenience Store with Beer/Wine/Cooler off-sale at 7010 West Charleston Boulevard. The applicant is requesting a Review of Condition of a previously approved Special Use Permit (U-0193-00) to delete Condition #2 that states, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited."

There are two (2) taverns and another convenience store with beer/wine/cooler off-sale located less than 400 feet from the subject site. The proposed removal of this condition is not deemed appropriate as it would add to the saturation of liquor-type establishments within a confined area. The intensification of the use through the allowance of the sale of individual containers could have a negative effect on the surrounding area.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/16/71	The Board of City Commissioners approved a request for Rezoning (Z-0079-71) from R- (Residence estates) to C-1 (Limited Commercial) of property generally located on the northwest corner of West Charleston Boulevard and Antelope Way. The Planning Commission recommended approval.
02/07/01	The City Council approved a request for a Special Use Permit (U-0193-00) for packaged liquor sales in conjunction with an existing Convenience Store at 7010 West Charleston Boulevard. The Planning Commission recommended approval. Note: City Council approved the sale of only beer and wine.
03/19/03	The City Council approved a request for an Extension of Time (EOT-1518) of a previously approved Special Use Permit (U-0193-00) for packaged liquor sales in conjunction with an existing Convenience Store at 7010 West Charleston Boulevard. Staff recommended approval.

Most Recent Change of Ownership	
12/04/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/03/03	A business license (C20-02150) was issued for Convention Hall Tax at 7010 West Charleston Boulevard. The license is still active.
12/03/03	A business license was issued for Restricted Gaming at 7010 West Charleston Boulevard. The license is still active.

Related Building Permits/Business Licenses	
04/09/03	A business license (C05-02235) was issued for Retail Tobacco sales at 7010 West Charleston Boulevard. The license is still active.
04/09/03	A business license (C15-00307) was issued for a Convenience Store at 7010 West Charleston Boulevard. The license is still active.
04/09/03	A business license (L10-00236) was issued for Beer/Wine/Cooler Off-Sale at 7010 West Charleston Boulevard. The license is still active.
04/14/09	A business license (W10-00226) was issued for Wire Transfer Services at 7010 West Charleston Boulevard. The license is still active.
03/14/11	A building permit (#183316) was issued for three (3) outside lights at 7010 West Charleston Boulevard. The permit was finalized on 04/25/11.

Pre-Application Meeting	
04/11/11	A pre-application meeting was held with the applicant to discuss a Review of Condition of the previously approved Special Use Permit (U-0193-00) to delete condition #2 to allow for the sale of individual size containers of beer, wine coolers, and screw cap wine. The applicant

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/05/11	Staff conducted a field check of the subject site and found that the area surrounding the business was free of trash/debris and clean in appearance. No discrepancies were noted.

Details of Application Request	
Site Area	
Gross Acres	1.19

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store, Tavern, Offices, Retail Establishments, and a Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
North	Single Family Residences	ML (Medium-Low Density Residential) and L (Low Density Residential)	R-CL (Single Family Compact-Lot) and R-1 (Single Family Residential)
South	Medical Offices	SC (Service Commercial)	C-1 (Limited Commercial)
East	Restaurant and Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

Special Use Permit (U-0193-00) Condition #2 states, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited." The applicant is requesting that Condition #2 be deleted. The applicant was issued the appropriate business license (L10-00236) on 04/09/03 for the use at the subject site. No police activity is noted against the location. There are two (2) taverns and another convenience store with beer/wine/cooler off-sale located less than 400 feet from the subject site.

FINDINGS

Though the convenience store located across the street is able to sell individual containers of beer/wine/coolers, the proposed removal of this condition is not deemed appropriate as it would add to the saturation of liquor-type establishments within a confined area. The intensification of the use through the allowance of the sale of individual containers could have a negative effect on the surrounding area; therefore, staff is recommending denial of this request.

NOTICES MAILED 574 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41544** APN: 138-34-402-001

Name of Property Owner: 7185 W CHARLESTON LLC

Name of Applicant: FIESTA DISCOUNT MARKET

Name of Representative: LUKE JOSEPH

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: (X) _____

Print Name: FRANK P. GATSKI

Subscribed and sworn before me

This 25 day of APRIL, 20 11

_____

Notary Public in and for said County and State

LUKE A. JOSEPH
Notary Public State of Nevada
No. 07-4572-1
My appt. exp. Aug. 20, 2011

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APR 25 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: FIESTA DISCOUNT MARKET

Project Address (Location) 7010 W CHARLESTON BLVD

Project Name FIESTA DISCOUNT MARKET **Proposed Use** _____

Assessor's Parcel #(s) 138-34-402-001 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 1664 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER G.I. DAY DONALD IRR FAM TRUST **Contact** FRANK GATSKI

Address 7006 W CHARLESTON **Phone:** 702-221-8226 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address _____

APPLICANT FIEST DISCOUNT MARKET **Contact** FRED SLEMAN

Address 7010 W. CHARLESTON **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address _____

REPRESENTATIVE LUKE JOSEPH **Contact** _____

Address 2550 S. RAINBOW BLVD STE E15 **Phone:** 702-283-6386 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89146

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 FRANK P. GATSKI

Subscribed and sworn before me

This 25 day of APRIL, 20 11.

_____

Notary Public in and for said County and State

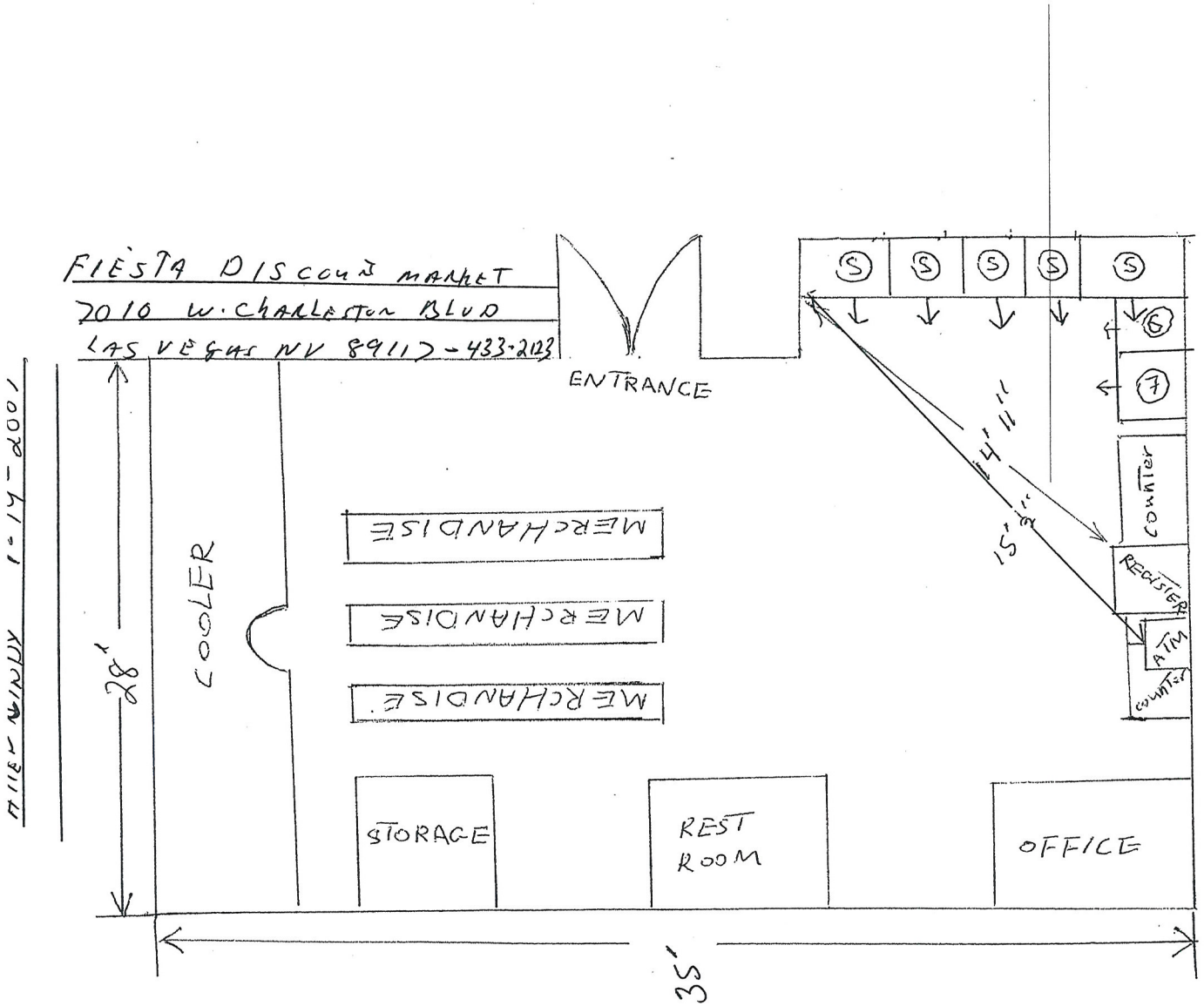
LUKE A. JOSEPH
Notary Public State of Nevada
No. 07-4572-1
My appt. exp. Aug. 20, 2011

FOR DEPARTMENT USE ONLY

Case #	ROC-41544
Meeting Date:	6-13-11
Total Fee:	1080.20
Date Accepted:	4-25-11
Accepted By:	PS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

ROC-41544
FIESTA SQUARE PARKING ANALYSIS
WEST CHARLESTON BLVD.
ANTELOPE WAY
NORTH
PARKING ANALYSIS
RESIDENTIAL
RESIDENTIAL
EXISTING PARKING SPACES
EXISTING PARKING SPACES
EXISTING PARKING SPACES



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ROC-41544



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

February 8, 2001

Ms. Barbara Holland
Gilday Trust
P. O. Box 7928
Boise, Idaho 83707-1928

RE: U-0193-00 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 7, 2001

Dear Ms. Holland:

The City Council at a regular meeting held February 7, 2001 APPROVED the request for a Special Use Permit FOR PACKAGED LIQUOR SALES IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE at 7010 West Charleston Boulevard (APN: 138-34-402-001), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 8, 2001. This approval is subject to:

Planning and Development

1. Sale of alcoholic beverages shall be limited to the sale of beer and wine only.

2. The sale of individual containers of any size beer, wine coolers, or screw cap wine is prohibited.

3. Approval of this Special Use permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. If this Special Use Permit is not exercised within two years after this approval, this Special Use Permit shall be void unless an Extension of Time is granted.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

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City of Las Vegas

ROC-41544

6. All City Code Requirements and all City departments' design standards shall be met.

Sincerely,

Angela Crolli

ANGELA CROLLI
DEPUTY CITY CLERK II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Mr. Dave Eder
Jenan Toma
6158 Risepine Court
Las Vegas, Nevada 89110

Mr. Dave Eder
Nevada Gaming Application Consultants
HCR 31 Box 744
Sandy Valley, Nevada 89109

April 14, 2011

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Re: Fiesta Discount Market
7010 W. Charleston Blvd
Las Vegas, NV 89117

Purpose: Justification Letter for Special Use Permit to sell individual containers of any size beer, wine coolers, or screw up wine.

Dear Council Members:

We have been in business almost ten years and have never had any issue with any regulation whether local, state, or federal. Since we were notified of the issue, we stopped selling the items listed above and our business has suffered tremendously in about $300 - $500 per day. Our loyal customers are just going to 7 Eleven, our neighbor, which does have the license. Furthermore, throughout the year, the packaging of the vendors change and the demand of the customers change along with it. So what might have been not allowed in 2001 came into effect since then like 24 oz. We are asking you to delete the #2 condition listed on the approval letter which is attached to this package.

Thank you very much for your time and cooperation and if you should have any questions, please contact us at the address above.

Sincerely,

Fred Sleman

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APR 25 2011

ROC-41544

GATSKI COMMERCIAL
REAL ESTATE SERVICES

April 13, 2011

To Whom It May Concern:

Re: Fiesta Discount Market
7010 & 7012 W. Charleston Blvd.
Las Vegas, NV 89117

Dear Sirs,

Fiesta Discount Market has been a tenant of ours since June 1, 2005. They have made their rent and cam payments in a timely manner. We consider them an excellent tenant. They have never created any problems for us. They are currently paid in full.

As their property management company, we have no issue with them selling alcoholic beverages.

Should you have any questions, please feel free to contact us.

Best regards,

Larry Poloskey
Property Manager

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APR 25 2011
City of Las Vegas

ROC-41544

O 702 221 8226 • F 702 221 1256 • 4755 DEAN MARTIN DRIVE • LAS VEGAS NV 89103 • WWW.GATSKICOMMERCIAL.COM

City of Las Vegas Agenda Item No.: **116.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

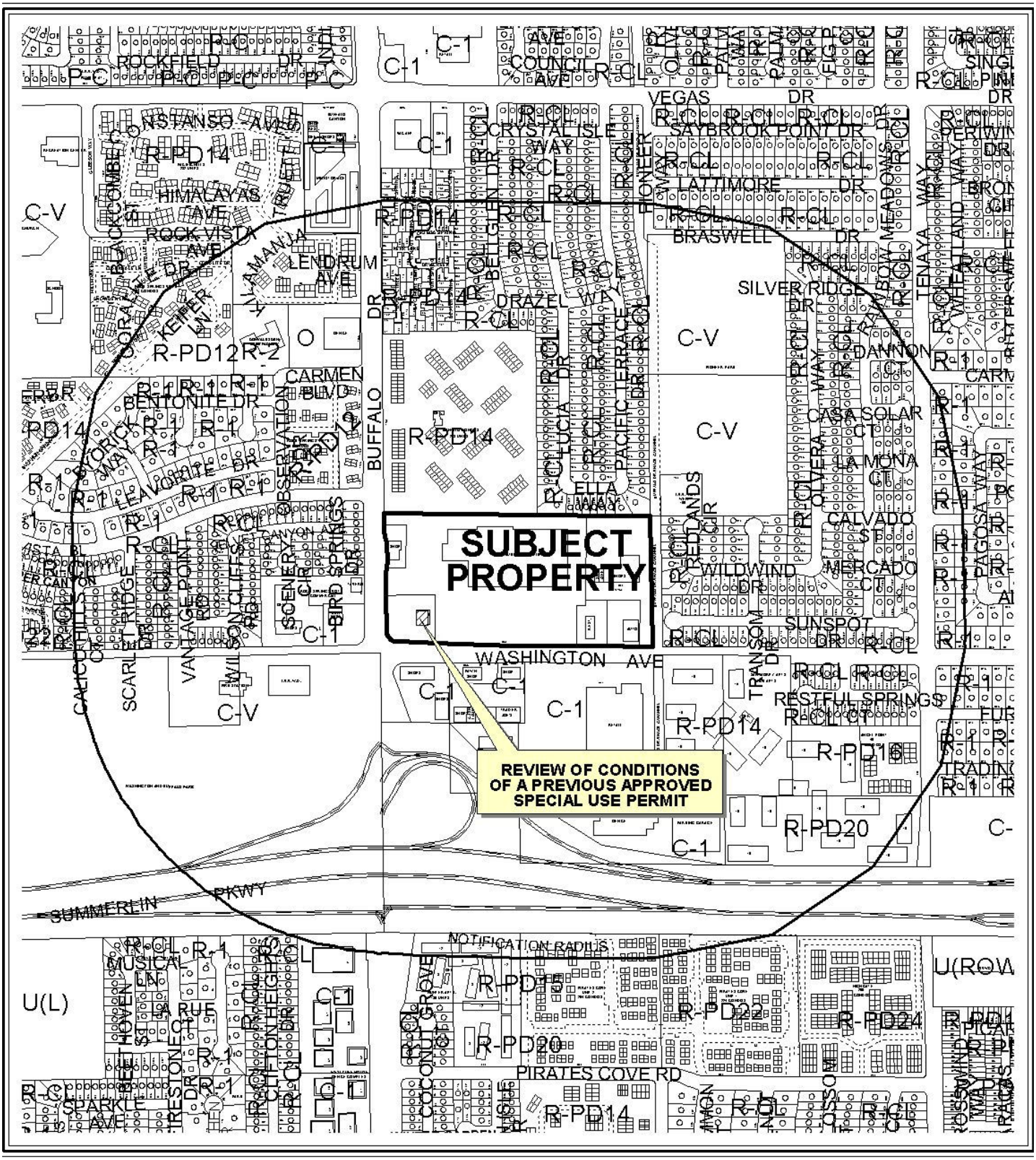
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41709 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: 7-ELEVEN, INC. - OWNER: CAM-MAC - Request for a Review of Condition of a previously approved Special Use Permit (U-0029-99) TO DELETE CONDITION NUMBER 2 WHICH STATES, " THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED" at 920 North Buffalo Drive (APN 138-27-220-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for U-29-99
5. Justification Letter



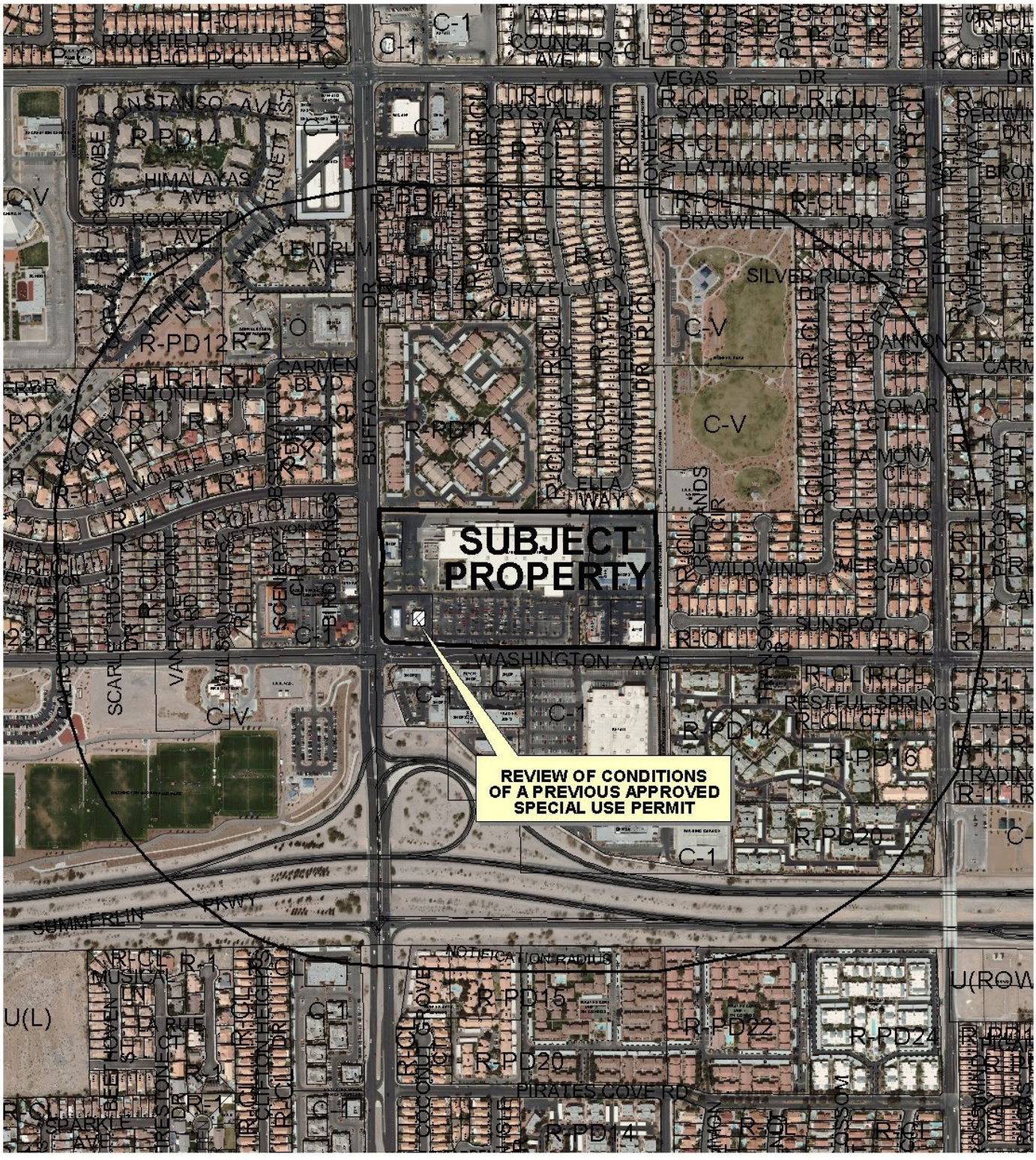
0 400 800 Feet

CASE: **ROC-41709**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

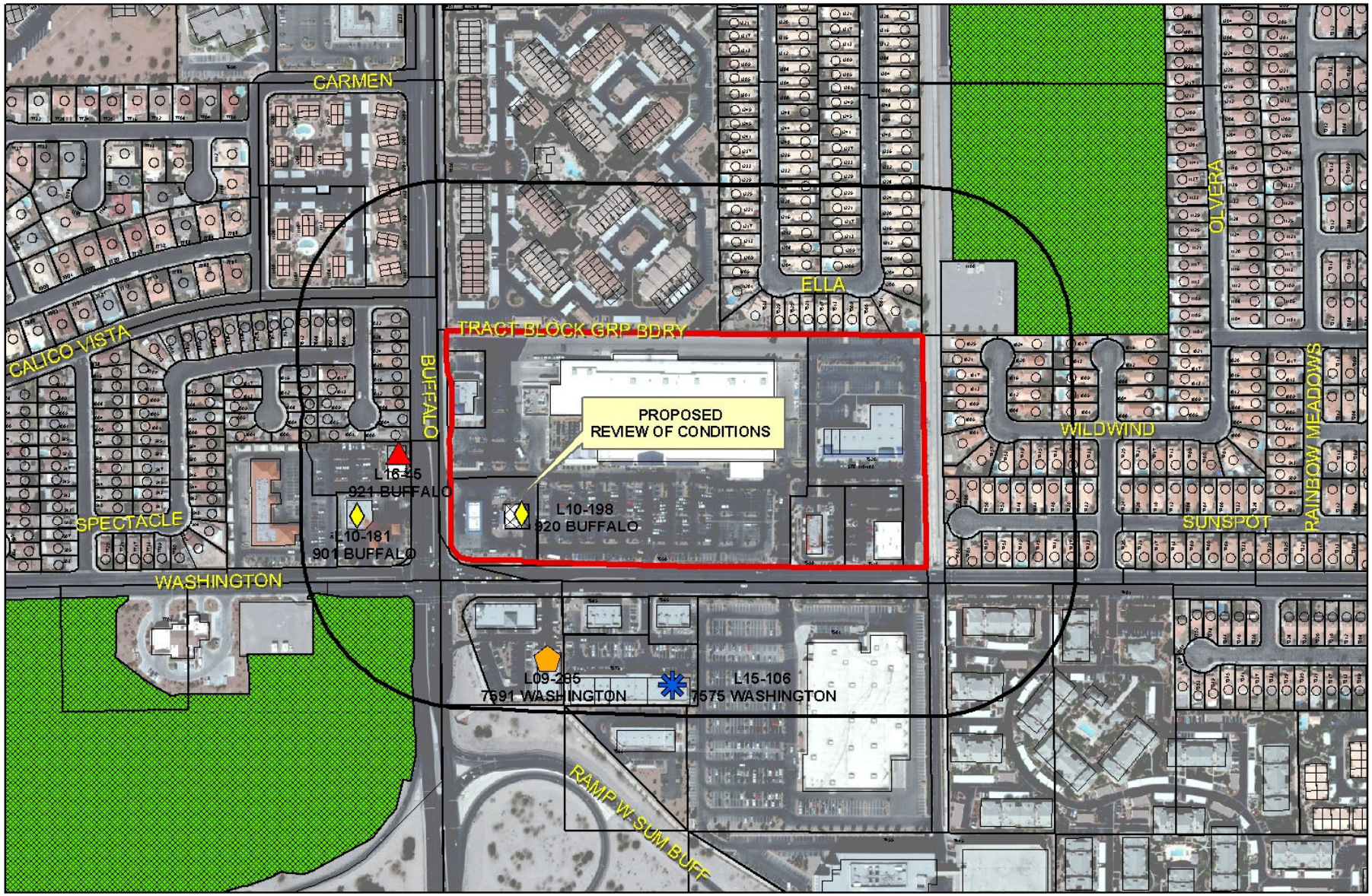
N



CASE: **ROC-41709**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



ROC-41709

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: 7-ELEVEN, INC. - OWNER: CAM-MAC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41709	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-41709 CONDITIONS

Planning

1. Condition #2 of Special Use permit (U-0029-99) shall be deleted.

2. Conformance to the conditions of approval of the Special Use Permit (U-0029-99) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a Convenience Store with Beer/Wine/Cooler Off-sale and a Service Station at 920 North Buffalo Drive. The applicant is requesting a review of Condition of a previously approved Special Use Permit (U-0029-99) to delete condition #2 that states, "The sale of individual containers of any size beer, wine coolers, or screw cap wine is prohibited."

There are two (2) City Parks, a Tavern, Convenience Store with beer/wine/cooler off-sale, restaurant with beer/wine/cooler on-sale, and Liquor Store (packaged liquor sales) all within 400 feet of the subject site. The proposed removal of this condition is not appropriate as it would add to the already saturated availability of individual size containers of alcoholic beverages (on-sale and off-sale) and is situated in too close proximity to protected uses.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/04/92	The City Council approved a request for Rezoning (Z-0002-92) from N-U (Non-Urban) to C-1 (Limited Commercial) for a proposed 178,850 square-foot shopping center at the northeast corner of Washington Avenue and Buffalo Drive. The Planning Commission recommended denial.
07/09/98	The Planning Commission approved a request for a Final Map (FM-0045-98) on property located on the northwest corner of Craig Road and Rainbow Boulevard.
04/26/99	The City Council approved a request for a Special Use Permit (U-0028-99) for a Service Station (gasoline sales) in conjunction with a proposed 2,993 square-foot Convenience Store at the northeast corner of Washington Avenue and Buffalo Drive. The Planning Commission recommended approval.
	The City Council approved a related request for a Special Use Permit (U-0029-99) for Package Liquor Sales in conjunction with a proposed 2,993 square-foot Convenience Store.
08/10/00	The Planning Commission approved a request for a Tentative Map (TM-0032-00) for one-lot on 19.81 acres on the northeast corner of Washington Avenue and Buffalo Drive.
09/14/00	The Planning Commission approved a request for a Final Map (FM-0052-00) for one-lot on 19.81 acres on the northeast corner of Washington Avenue and Buffalo Drive.
02/22/11	A Code Enforcement case (98242) was processed for missing landscaping and the individual sale of beer, wine coolers and screw top wine when prohibited at 920 North Buffalo Drive. The case is still open.

Most Recent Change of Ownership	
01/09/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/04/08	A business license (G02-00253) was issued for a Smog Station at 920 North Buffalo Drive. The license is still active.
10/08/08	A business license (C15-00247) was issued for a Convenience Store at 920 North Buffalo Drive. The license is still active.
07/24/09	A business license (S05-01063) was issued for a Service Station at 920 North Buffalo Drive. The license is still active.
10/08/09	A business license (C05-01994) was issued for Retail Tobacco sales at 920 North Buffalo Drive. The license is still active.
10/08/09	A business license (L10-00198) was issued for Beer/Wine/Cooler off Sale within an existing Convenience Store at 920 North Buffalo Drive. The license is still active.
10/21/09	A business license (V02-01852) was issued for a DVD Rental Kiosk at 920 North Buffalo Drive. The license is still active.
09/23/10	A business license (G01-02395) was issued for Restricted Gaming at 920 North Buffalo Drive. The license is still active.
09/23/10	A business license (C20-02398) was issued for Convention Hall Tax at 920 North Buffalo Drive. The license is still active.

Pre-Application Meeting	
04/20/11	Staff met the applicant to discuss the requirements for a Review of Condition of a previously approved Special Use Permit (U-0029-99) to delete condition #2 that prohibited the sale of individual size containers of beer, wine coolers or screw cap wine. The applicant was informed of the submittal requirements and anticipated meeting date for City Council.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/05/11	Staff conducted a field check of the subject site and found the surrounding area clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	1.19

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments, Building Supply Warehouse	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
East	Restaurant, Auto Repair Garage	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for a Review of Condition of a previously approved Special Use Permit (U-0029-99) to delete condition #2 that states, "The sale of individual containers of any size beer, wine coolers, or screw cap wine is prohibited." There has been no negative police activity at the site. There are two (2) City Parks, a Tavern, Convenience Store with beer/wine/cooler off-sale, restaurant with beer/wine/cooler on-sale, and Liquor Store (packaged liquor sales) all within 400 feet of the subject site.

FINDINGS

The proposed removal of this condition is not appropriate as it would add to the already saturated availability of individual size containers of alcoholic beverages (on-sale and off-sale) and is situated in too close proximity to protected uses. The intensification of the use through the allowance of the sale of individual containers could have a negative effect on the surrounding area; therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 1,973 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41709** APN: 138-27-220-004

Name of Property Owner: CAM-MAC

Name of Applicant: 7-Eleven, Inc.

Name of Representative: Fennemore Craig, P.C

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: James B. McCall - Manager

Print Name: JAMES B. McCALL

Subscribed and sworn before me

This 5th day of May, 2011

Donna M Kozai

Notary Public in and for said County and State

DONNA M. KOZAI
Notary Public, State of Nevada
Appointment No. 05-97446-1
My Appt. Expires May 13, 2013

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

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MAY 05 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: 7-Eleven, Inc.

Project Address (Location) 920 N. Buffalo Drive, Las Vegas, NV 89128

Project Name 7-Eleven Store #32826 **Proposed Use** No Change - ROC ONLY

Assessor's Parcel #(s) 138-27-220-004 **Ward #** 1 - Lois Tarkanian

General Plan: existing SC proposed No Change **Zoning:** existing C-1 proposed No Change

Commercial Square Footage 2,993 square feet **Floor Area Ratio**

Gross Acres 1.19 acres **Lots/Units** n/a **Density** n/a

Additional Information Review of Condition (ROC) to allow the sale of individual containers of beer, wine coolers and screw cap wine.

PROPERTY OWNER CAM-MAC **Contact** James B. McCall

Address 3219 S. Tonsey Pines Dr. **Phone:** 795-0917 **Fax:**

City Las Vegas **State** NV **Zip** 89146

E-mail Address

APPLICANT 7-Eleven, Inc. **Contact** Randy Quinn

Address 2470 Paseo Verde Parkway, Suite 105 **Phone:** (702) 270-7128 **Fax:** (702) 270-7101

City Henderson **State** Nevada **Zip** 89074

E-mail Address Randy.Quinn@7-11.com

REPRESENTATIVE Fennemore Craig, P.C. **Contact** Mark Hawkins, Esq.

Address 300 S. Fourth Street, Suite 1400 **Phone:** 702-692-8000 **Fax:** 702-692-8099

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address mhawkins@fclaw.com

Property Owner Signature* Manager James B. McCall

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JAMES B. McCALL

Subscribed and sworn before me

This 5th day of May, 20 11.

Donna M Kozai

Notary Public in and for said County and State

DONNA M. KOZAI
Notary Public, State of Nevada
Appointment No. 05-97446-1
My Appt. Expires May 13, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	LOC-41709
Meeting Date:	6/15/11
Total Fee:	$1,080
Date Received:*	5/5/11
Received By:	Bn S.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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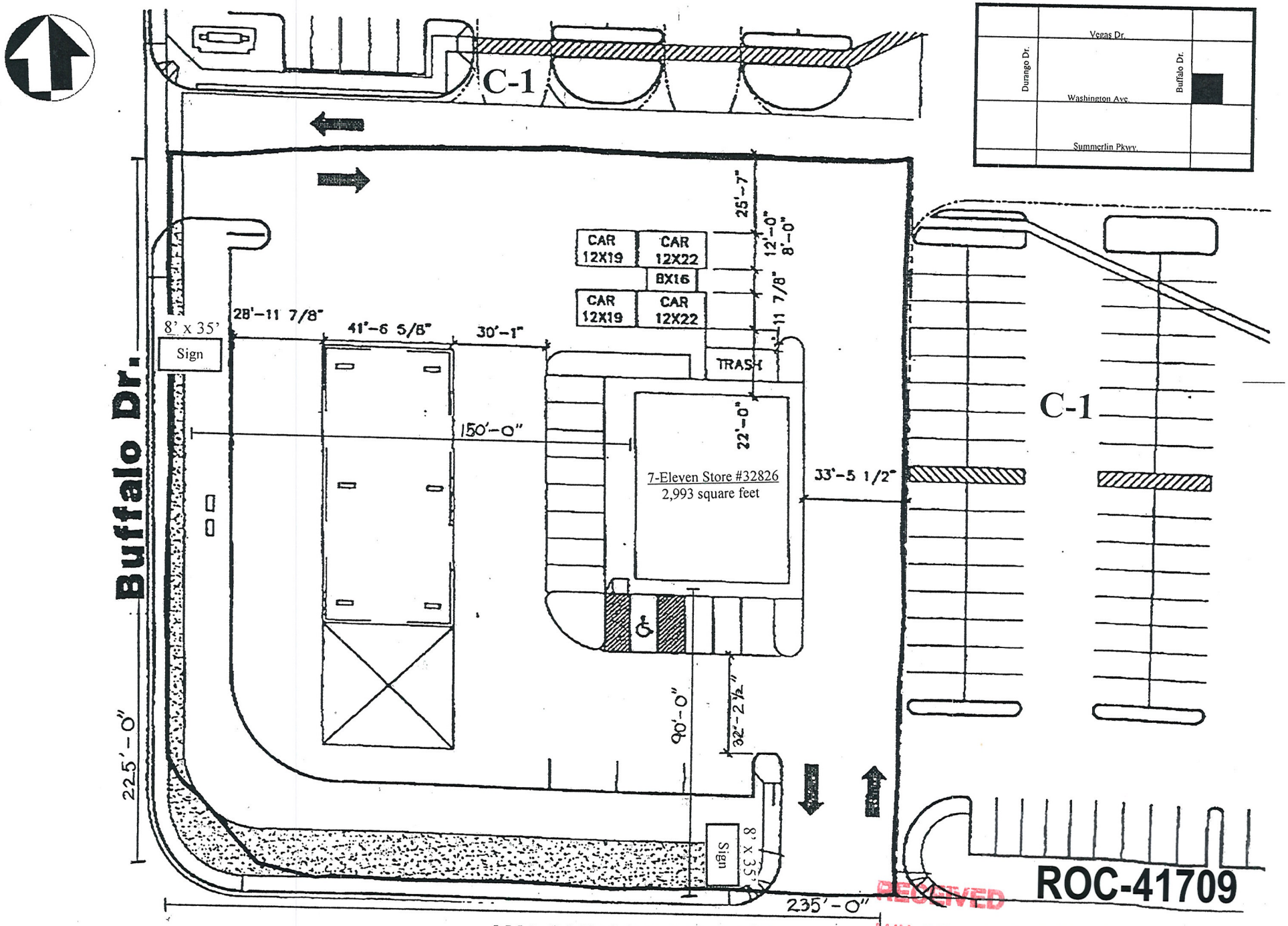

ROC-41709

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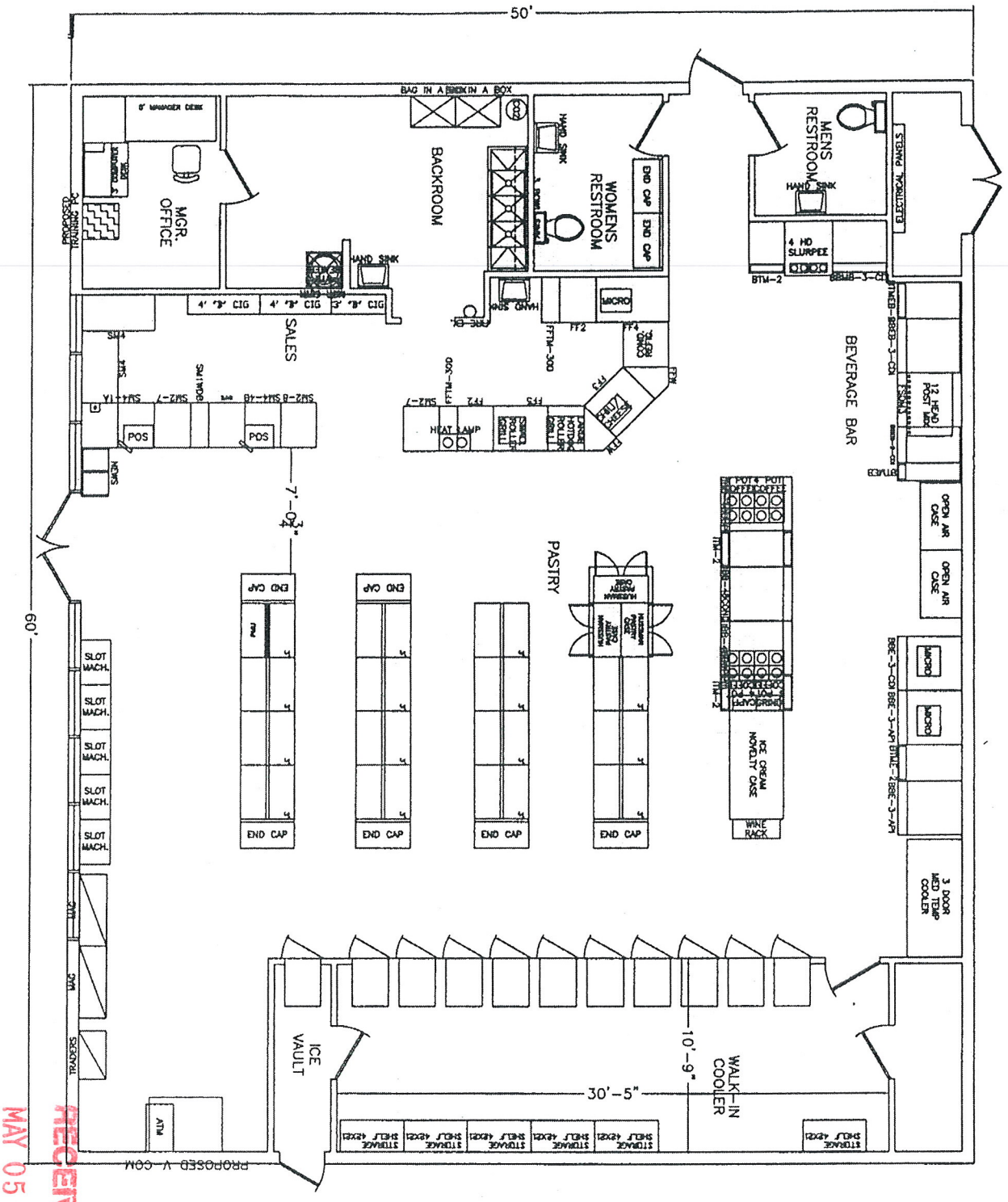
City of Las Vegas

7-ELEVEN STORE #32826
SITE PLAN Scale: 1" = 41.38'



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City of Las Vegas
ROC-41709

Drawn By	P.LOWE	7-ELEVEN STORE # 32826 920 N. BUFFALO DRIVE LAS VEGAS, NV 89128-0377
Checked	E. LESTER	
Date	3/16"=1'-0"	
Sheet	10/25/2002	
Revision	1 of 1	
Drawing Number	32826FP	

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MICHAEL J. MCDONALD
GARY REESE
LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE



006133

CITY of LAS VEGAS

May 21, 1999

Mr. James B. McCall
Cam-Mac, Limited Liability Company
1502 Elizabeth Avenue, Suite #1
Las Vegas, Nevada 89119

RE: U-29-99 - SPECIAL USE PERMIT (Related to Z-2-92(7) & U-28-99)

Dear Mr. McCall:

The City Council at a regular meeting held April 26, 1999, APPROVED the request for a Special Use Permit on property located on the northeast corner of Washington Avenue and Buffalo Drive FOR PACKAGE LIQUOR SALES IN CONJUNCTION WITH A PROPOSED 2,993 SQUARE FOOT CONVENIENCE STORE (7-ELEVEN), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on April 27, 1999. This approval is subject to:

1. The application shall be amended to allow the off-premise sale of beer and wine only.

2. The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited.

3. This action does not constitute approval of a liquor license.

4. The use shall comply with the applicable requirements of Title 6 of the Las Vegas Municipal Code.

5. If this Special Use Permit is not exercised within one (1) year after the approval, the Special Use Permit shall be void unless an Extension of Time is granted.

6. All site development shall be in conformance with the Conditions of Approval of Z-2-92(7) and all subsequent site-related actions.

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)
www.ci.las-vegas.nv.us (WEBSITE)

CLV 7009
3810-015-6/98

ROC-41709
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MAY 05 2011

7. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

BARBARA JO RONEMUS
City Clerk

BJR

/ac

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services
Land Development Services

Mr. Dion George
A.C.E. Architects, Inc.
2225 Green Vista Drive, Suite #308
Sparks, Nevada 89431

Mr. Andy Metz
The Southland Corporation
2711 North Hashell Avenue
Dallas, Texas 75204

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City of Las Vegas
ROC-41709

FENNEMORE CRAIG, P.C.

Suite 1400 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 692-8000

Mark Hawkins
Direct Phone: (702) 692-8012
Direct Fax: (702) 692-8072
mhawkins@fclaw.com

Law Offices
Phoenix (602) 916-5000
Tucson (520) 879-6800
Nogales (520) 281-3480
Las Vegas (702) 692-8000
Denver (303) 291-3200

May 4, 2011

BY HAND DELIVERY

City of Las Vegas
Planning & Development
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter for Review of Condition
SUP-U-0029-99

To Whom It May Concern:

Please be advised that this law firm represents 7-Eleven, Inc, a Texas corporation (the "Applicant"), with regard to its application and request for a review of condition. The real property that is the subject of this request is located at 920 North Buffalo Drive, Las Vegas, NV, as further described as Assessor's Parcel Number 138-27-220-004 (the "Property").

On or about April 26, 1999, the City Council approved the request for a Special Use Permit on the Property for package liquor sales in conjunction with a proposed convenience store, subject to certain conditions of approval. *See* SUP-U-0029-99. Pursuant to Condition No. 2, the sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited at the subject location.

The Las Vegas Municipal Code (the "Code"), Section 19.18.140, provides that the purpose and intent for the review of conditions is to provide a mechanism for reviewing proposed modifications to conditions of approval. Accordingly, the Applicant is specifically requesting a review of Condition No. 2 of SUP-U-0029-99 and proposing that such condition be deleted in its entirety.

To support the Applicant's proposal to delete Condition No. 2 of SUP-U-0029-99, it should be noted that the approval of this request would not set any precedent since many other competing businesses in the immediate area of the Property are currently selling single serve beer, wine coolers and wines. In fact, on or about October 20, 1993, the City Council approved

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ROC-41709

an application for a Special Use Permit to allow the sale of beer and wine within a proposed convenience store on property located at the northwest corner of Buffalo Drive and Washington Avenue (directly across the street from the subject Property). *See* SUP-U-0194-93. In reviewing the conditions of approval under SUP-U-0194-93, it is important to note that the prohibition against the sale of individual containers of beer, wine coolers or screw cap wines was not imposed upon that location. Additionally, the Applicant believes that the use as proposed, with the deletion of Condition No. 2, would not negatively impact the neighborhood and can be conducted in a manner that is harmonious and compatible with existing and surrounding land uses.

For the reasons provided above, the Applicant respectfully requests that Condition No. 2 of SUP-U-0029-99 be deleted in its entirety. In particular, the Applicant is requesting that the prohibition against the sale of individual containers of beer, wine coolers or screw cap wines be removed as a condition of approval.

Thank you in advance for your consideration with regard to this application. If you have any questions, please do not hesitate to contact me.

Sincerely,

FENNEMORE CRAIG, P.C.

Mark Hawkins

JDON/jjd

115098.1/028785.0187

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ROC-41709

City of Las Vegas Agenda Item No.: **117.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

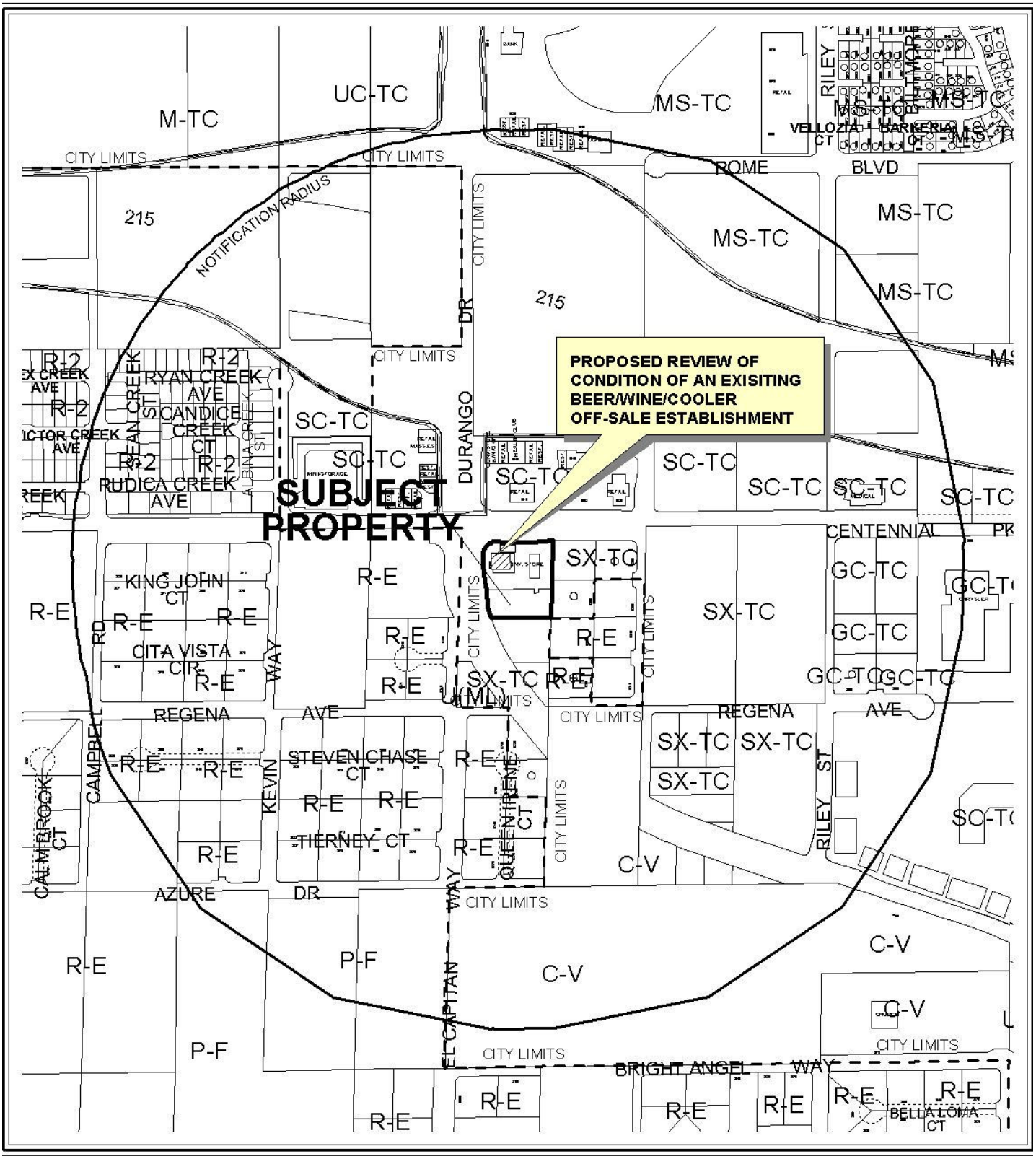
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41750 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: BECKER EQUITIES, LLC - Request for a Review of Condition of a previously approved Special Use Permit (SUP-2541) TO DELETE CONDITIONS NUMBER 5 AND 6, WHICH STATES, "THE SALE OF ALCOHOLIC BEVERAGES SHALL BE LIMITED TO THE SALE OF BEER AND WINE ONLY," AND "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 6390 North Durango Drive (APN 125-29-511-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

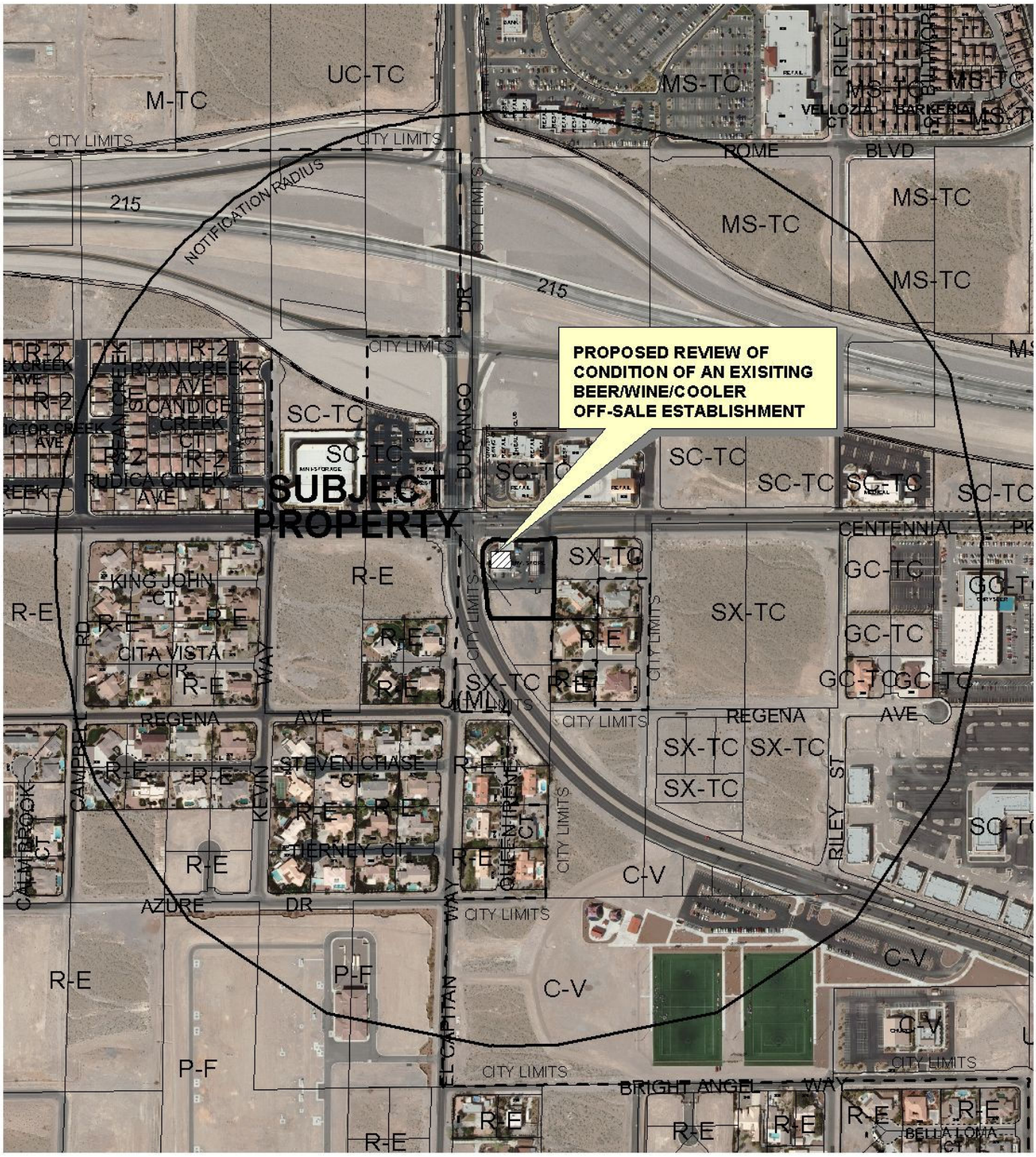
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-2541
5. Justification Letter



CASE: **ROC-41750**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center)[SC-TC (Service Commercial-Town Center) Special Land Use Designation]



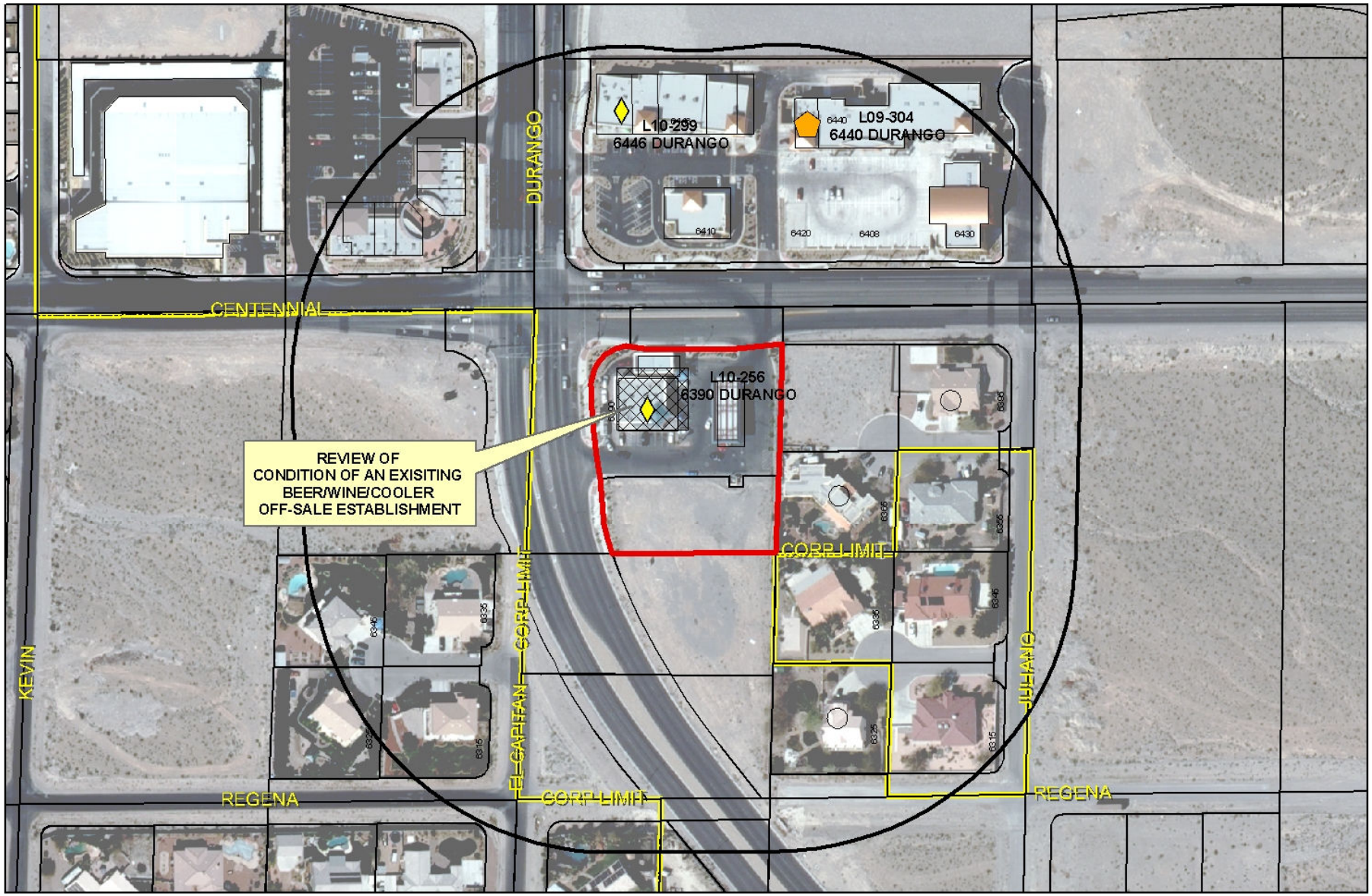
0 300 600 Feet

CASE: **ROC-41750**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center)[SC-TC (Service Commercial-Town Center) Special Land Use Designation]

N



ROC-41750

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: BECKER EQUITIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41750	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-41750 CONDITIONS

Planning

1. Condition Number 5 of Special Use Permit (SUP-2541) shall be deleted.

2. Condition Number 6 of Special Use Permit (SUP-2541) shall be deleted.

3. Conformance to the conditions of approval of Special Use Permit (SUP-2541) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a Convenience Store with Beer/Wine/Cooler off-sale and a Service Station at 6390 North Durango Drive. The business is located in an area that has a mix of residential homes and undeveloped land with scattered commercial businesses. The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-2541) to delete Conditions #5 and #6 that states, "The sale of alcoholic beverages shall be limited to the sale of beer and wine only," and "the sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

Staff finds that the proposed removal of these conditions not appropriate as the intensification of the use through a larger variety of alcoholic products and the sale of individual size containers of beer/wine/coolers does not fit with the surrounding neighborhood and could have a negative effect on the area.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/11/97	The Planning Commission approved a request for a Petition to Annex (A-0018-97) property generally located on the southeast corner of Centennial Parkway and El Capitan Way containing approximately 2.50 acres.
10/01/03	The City Council approved a request for a Variance (VAR-2782) to allow a 39-foot rear setback where residential adjacency standards require a 57-foot rear setback for a Convenience Store located adjacent to the southeast corner of the north El Capitan Way alignment, north of Durango Drive and west of Centennial Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-2541) for alcoholic beverage sales/liquor store in conjunction with a proposed Convenience Store (with fuel pumps). Note: alcoholic sales were limited to beer and wine only. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-2543) for an automatic Car Wash in conjunction with a proposed Convenience Store (with fuel pumps).

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/01/03	The City Council approved a related request for a Special Use Permit (SUP-2544) for Gaming (Restricted) and a waiver of the 330-foot distance separation from single family detached dwellings in conjunction with a proposed Convenience Store (with fuel pumps).
	The City Council approved a related request for a Special Use Permit (SUP-2545) for a Convenience Store (with fuel pumps) and a waiver of the 330-foot distance separation from single family detached dwellings. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-2540) for a proposed Convenience Store (with fuel pumps) and Car Wash; a waiver of the requirement for the building to be located directly adjacent to the front landscape planter and to allow a reduction in the amount of perimeter landscaping. The Planning Commission recommended approval; staff recommended denial.
11/02/05	The City Council approved a request for an Extension of Time (EOT-9483) of a previously approved Variance (VAR-2782) to allow a 39-foot rear setback where residential adjacency standards require a 57-foot rear setback for a Convenience Store at 6390 North Durango Drive.
	The City Council approved a related request for an Extension of Time (EOT-9484) of a previously approved Special Use Permit (SUP-2541) for alcoholic beverage sales/liquor store in conjunction with a proposed Convenience Store (with fuel pumps).
	The City Council approved a related request for an Extension of Time (EOT-9485) of a previously approved Special Use Permit (SUP-2544) for Gaming (Restricted) and a waiver of the 330-foot distance separation from single family detached dwellings in conjunction with a proposed Convenience Store (with fuel pumps).
	The City Council approved a related request for an Extension of Time (EOT-9486) of a previously approved Special Use Permit (SUP-2545) for a Convenience Store (with fuel pumps) and a waiver of the 330-foot distance separation from single family detached dwellings.
	The City Council approved a related request for an Extension of Time (EOT-9497) of a previously approved Special Use Permit (SUP-2543) for an automatic Car Wash in conjunction with a proposed Convenience Store (with fuel pumps).
10/23/03	The Planning Commission approved a request for a Tentative Map (TMP-3049) for a one lot commercial subdivision on 2.41 acres adjacent to the southeast corner of El Capitan Way and Centennial Parkway.
07/09/04	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-4698) for Centennial Parkway and El Capitan Way aka Centennial Plaza (a commercial subdivision).
04/05/11	A Code Enforcement case (99997) was processed for the applicant violating

	conditions 5 and 6 of Special Use Permit (SUP-2561). The case is still open.

Most Recent Change of Ownership	
10/14/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/03/05	A business license (C02-00382) was issued for an automatic Car Wash at 6390 North Durango Drive. The license is still active.
11/03/05	A business license (C05-02433) was issued for retail Tobacco sales at 6390 North Durango Drive. The license is still active.
11/03/05	A business license (C15-00335) was issued for Mail Handling at 6390 North Durango Drive. The license is still active.
11/03/05	A business license (L10-00256) was issued for Beer/Wine/Cooler Off-Sale within a Convenience Store at 6390 North Durango Drive. The license is still active.
11/23/05	A business license (C20-02232) was issued for Convention Hall Tax at 6390 North Durango Drive. The license is still active.
11/23/05	A business license (G01-02233) was issued for Restricted Gaming at 6390 North Durango Drive. The license is still active.
01/21/10	A business license (S05-01122) was issued for a Service Station at 6390 North Durango Drive. The license is still active.
02/05/10	A business license (G02-00892) was issued for Smog Testing at 6390 North Durango Drive. The license is still active.

Pre-Application Meeting	
05/09/11	Staff met with the applicant to discuss the submittal requirements for a Review of Condition to delete condition #6 and amend #5 of a previously approved Special Use Permit (SUP-2541).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/12/11	Staff conducted a field check of the subject site with the following observations: • Vehicles were parked on unfinished surfaces (dirt areas) behind the business. • There were two (2) illegal 'A' frame signs in the right-of-way/landscape areas advertising Jiffy Smog. • There is a non-permitted donation container in the rear of the property. • The property in front of the business was neat and clean in appearance. • The landscape areas appeared to be properly maintained (watered and kept free of trash).

Details of Application Request	
Site Area	
Gross Acres	0.98

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	TC (Town Center)	[SC-TC (Service Commercial-Town Center) Special Land Use Designation]
North	Shopping Center	TC (Town Center)	[SC-TC (Service Commercial-Town Center) Special Land Use Designation]
South	Undeveloped Land	TC (Town Center)	[SX-TC (Suburban Mixed Use- Town Center) Special Land Use Designation]
East	Undeveloped Land and Single Family Residences	TC (Town Center)	[SX-TC (Suburban Mixed Use- Town Center) Special Land Use Designation]
West	Undeveloped Land-Clark County	Clark County	Clark County

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-2541) to delete Conditions #5 and #6 that state, "The sale of alcoholic beverages shall be limited to the sale of beer and wine only," and "the sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted." The applicant was issued the appropriate business license on 11/03/05 for the use at the subject site. There has been no negative police activity at the site. There is one other convenience store with beer/wine/cooler off-sale and a restaurant with beer/wine/cooler on-sale located north of the subject site within 400 feet.

FINDINGS

The business is located in an area that has a mix of residential areas and undeveloped land with scattered commercial businesses. The proposed removal of these conditions is not appropriate as the intensification of the use through a larger variety of alcoholic products and the sale of individual size containers of beer/wine/coolers does not fit with the surrounding neighborhoods and could have a negative effect on the area; therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

NOTICES MAILED 160 (By Planning)

APPROVALS 0

PROTESTS 0

DS

owner

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41750** APN: 125-29-511-002

Name of Property Owner: Becker Equities LLC

Name of Applicant: Short Line Express Market

Name of Representative: Marshall Morton

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: Ernest A. Becker IV

Subscribed and sworn before me

This 10th day of May, 20 11

Debra S. Alston

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

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MAY 10 2011

owner

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions

Project Address (Location) 6390 N. Durango Dr.

Project Name Short Line Express Market **Proposed Use** C-Store

Assessor's Parcel #(s) 125-29-511-002 **Ward #** 6 Ross

General Plan: existing _____ proposed _____ **Zoning:** existing T-C proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .98 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Becker Equities LLC **Contact** Ernest A. Becker IV

Address 8090 S. Durango Dr., Ste 115 **Phone:** 395-9244 **Fax:** 395-4155

City Las Vegas **State** Nv **Zip** 89113

E-mail Address eabj@beksgroup.com

APPLICANT Short Line Express Market **Contact** Marshall Morton

Address 7380 Eastgate Rd., Ste. 110 **Phone:** 595-1711 **Fax:** 837-5025

City Henderson **State** Nv. **Zip** 89011

E-mail Address winwindeal@cox.net

REPRESENTATIVE same as Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ernest A. Becker IV

Subscribed and sworn before me

This 10th day of May, 20 11.

Debra S. Alston

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

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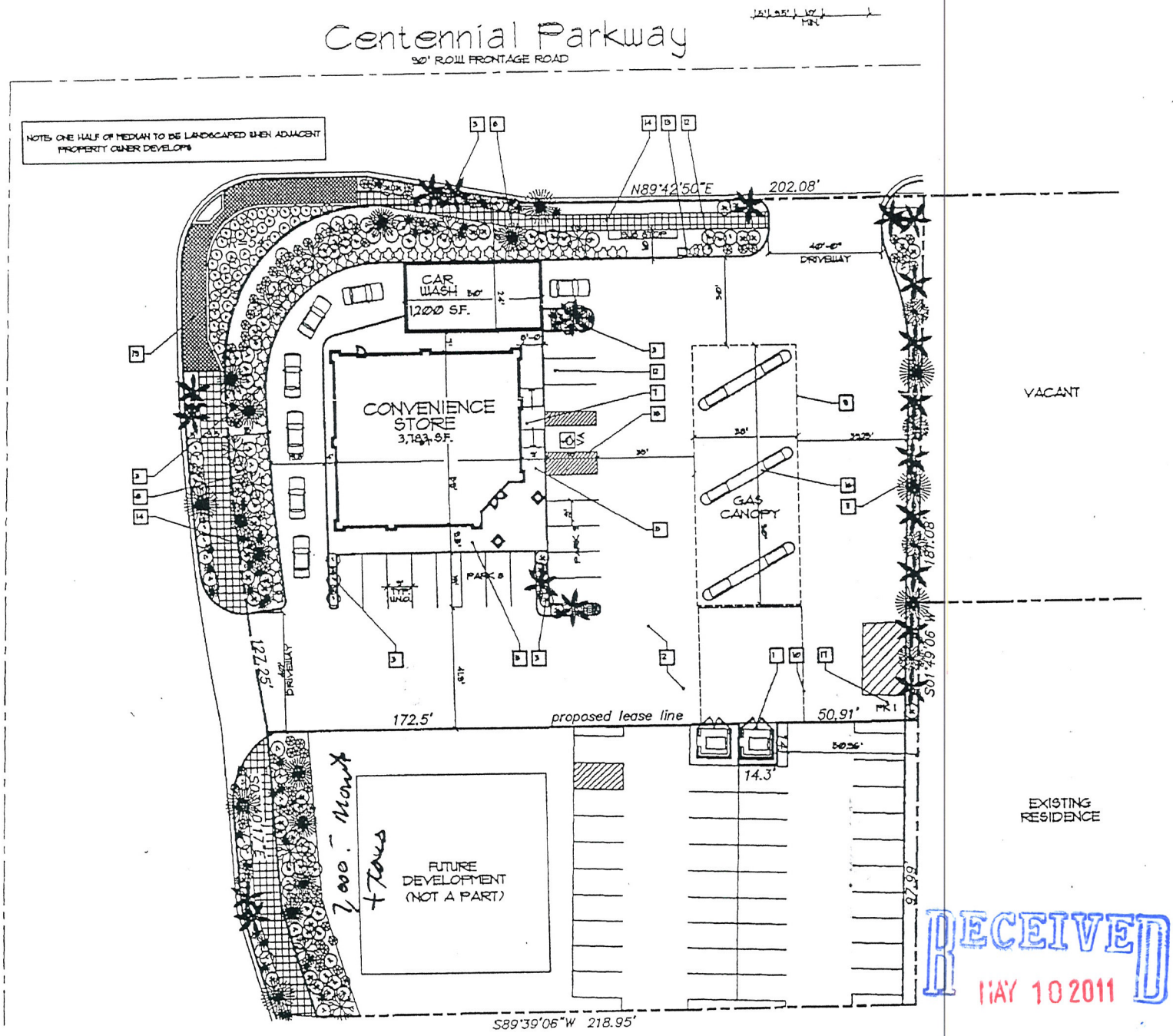
FOR DEPARTMENT USE ONLY

Case #	ZC-41750
Meeting Date:	6/15 CC
Total Fee:	$1,080.—
Date Accepted:	5/10/11
Accepted By:	BS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



1 SITE PLAN / LANDSCAPE PLAN

SCALE: 1" = 20'-0"

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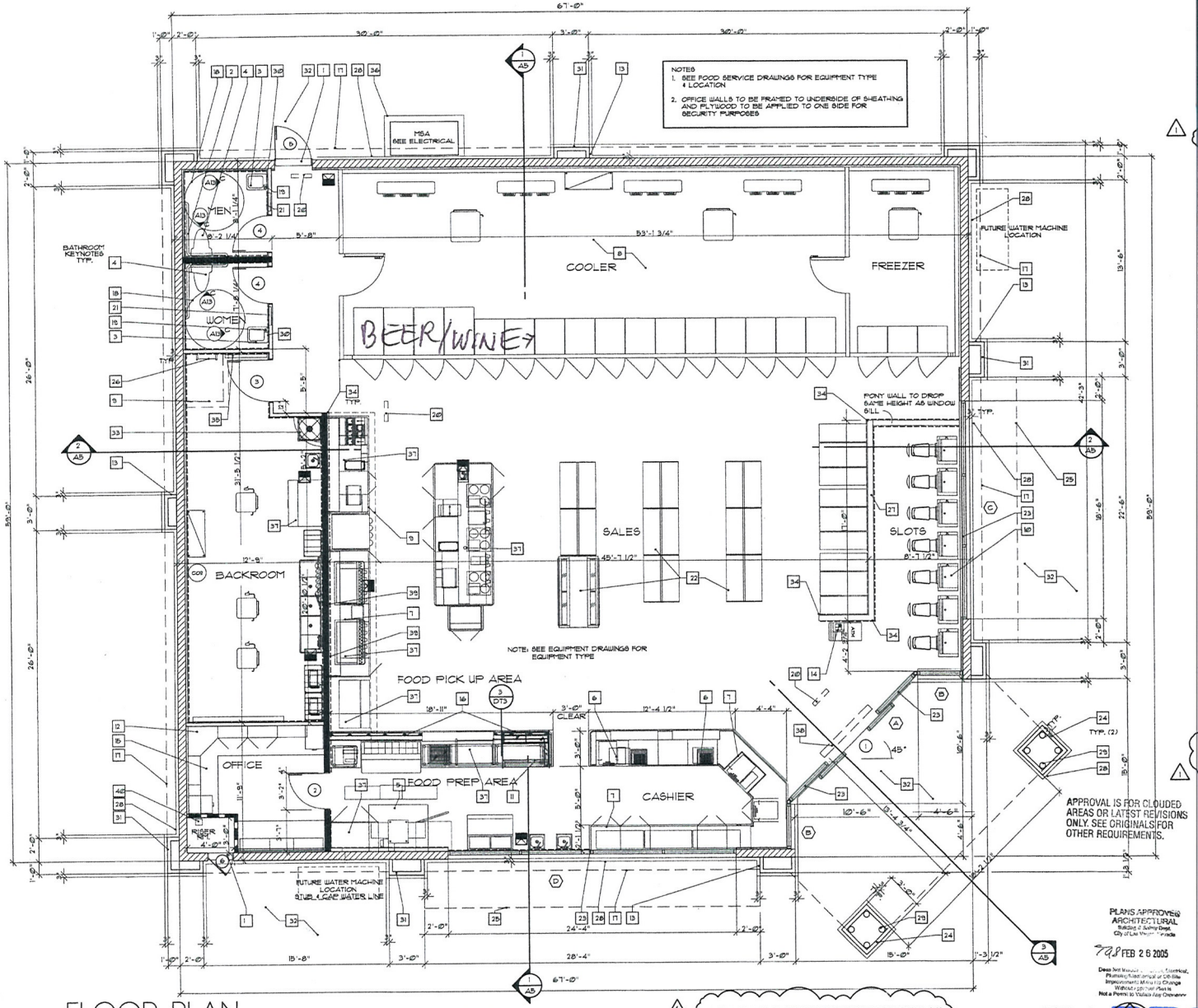

1 FLOOR PLAN

MAXIMUM OCCUPANCY = 77 OCCUPANTS

SCALE: 1/4" = 1'-0"

3,783 s.f.

4 REVISED FLOOR PLAN TO MATCH REVISED KITCHEN PLANS

APPROVED
A REVISION ONLY

KEYNOTES

*	description
1	Aluminum threshold - 1/2" step maximum
2	Handicap grabbars @ +33" AFF. (36" long at rear - 42" long at side - 1 1/2" diam.) as per ANSI A117.1-1986 sec.4.17.6
3	Vitreous china wall hung sink w/ 29" min. knee space below
4	Toilet
5	Line of type II hood above
6	Cash register with printer below - coordinate w/electrical contractor for power requirements
7	+34" max. Corian countertop -color as per owner-see kitchen drawings
8	Refrigeration unit - see kitchen drawings
9	Line of soffit above - see ceiling plan
10	Slot machines
11	Handsink - verify type & location with equipment drawings
12	Wall cabinets - supplied & installed by contractor
13	Recessed hose bibb with lockable access
14	A.T.M. machine
15	+30" desk with lap drawer below - drawings by cabinet mfr.
16	Pony wall - see kitchen drawings for details
17	Line of building above
18	60" handicap circle
19	Soap dispenser - by owner
20	Illuminated exit sign above (see reflected ceiling plan)
21	Hand towel & trash receptacle
22	Sales gondola
23	Aluminum storefront & glazing
24	Furred column w/ 'Adoquin' veneer
25	Line of standing metal seam awning above
26	Roof access ladder
27	+42" high pony wall - 2x6 studs @ 16" o.c. w/ gypboard & 3/8 sheathing both sides,textured & painted w/ frp cap
28	Line of stone veneer base on 3" ledge- see elevations
29	6" diam. steel pipe
30	Mirror
31	Furred pilaster w / stone veneer
32	Exterior concrete sidwalk/stoop - see site plan
33	Mop sink w/ water heater located above
34	Full height corner guard
35	Telephone board
36	Concrete pad for electrical switch gear - verify size w/Nevada Power
37	Food service equipment - see food service drawings
38	Line of air curtain above
39	Syrup chase through wall - see kitchen drawings for size & location
40	Landscape sprinkler box

WALL SCHEDULE

TYPICAL EXTERIOR WALL: 2HR WALL - 2003 IBC - TABLE 720 - MATERIAL #3 - 8" MIN. THICKNESS) STUCCO FINISH O/8" CMU BLOCK WALL (SOLID GROUT) (SEE RND. PLAN FOR REINFORCING) W 5/8" GYPBOARD O/ 1 1/2" RIGID INSULATION W/Z-CLIPS W/ 7/8" STUCCO FINISH EXTERIOR -NOTE: DO NOT APPLY RIGID INSULATION SYSTEM BEHIND COOLER/FREEZER

6" METAL STUDS @ 16" O.C. W/ 5/8" GYPBD. BOTH SIDES- INSULATE OFFICE & REST RM. W/ R-11 BATTS

3 5/8" METAL STUDS @ 16" O.C. W/ 5/8" GYPBD. BOTH SIDES

1HR INTERIOR WALL: 3 5/8" METAL STUDS @ 24" O.C. W/5/8" TYPE X GYPSUM WALLBOARD APPLIED VERTICALLY OR HORIZONTALLY NAILED W/ 6d COOLER OR WALLBOARD NAILS @ 7" O.C. W/END JOINTS ON NAILING MEMBERS, STAGGER JOINTS EA. SIDE AS PER 51" UBC TABLE 7-B, ITEM # 11-13 - (R-19 BATT INSULATION)

PRP FINISH

! IMPORTANT !

THESE PLANS ARE SUBJECT TO INTERNAL & CITY/COUNTY PLANCHECK CORRECTIONS AND OWNER REQUESTED CHANGES. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS TO VERIFY WITH THE OWNER AND ARCHITECT THAT THEY ARE IN POSSESSION OF THE MOST RECENT SET PRIOR TO FINALIZING CONTRACT, PURCHASE, FABRICATION AND INSTALLATION OF ALL BUILDING COMPONENTS & SYSTEMS.

JOHN D. BURKE
No. 1595
EXPIRES 9-30-2005
REGISTERED ARCHITECT
STATE OF NEVADA

DRAWINGS & SPECIFICATIONS OF THIS ARCHITECT REMAIN SOLELY HIS PROPERTY, THEY ARE TO BE USED ONLY FOR THE PRODUCT FOR WHICH THEY WERE PREPARED. ANY REUSE OF THESE PLANS THAT ARE NOT FINAL ARE VALID, ANY AND ALL REPRODUCTION OF THESE DOCUMENTS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS PROHIBITED.
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JOHN DAVID BURKE, ARCHITECT

revisions

1	6-15-04
2	8-17-04
3	2-14-05

john david burke, architect
3471 W. CORENCO #201 LAS VEGAS, NEVADA 89118 (702) 876-4663

CONVENIENCE STORE & CAR WASH
S.E. CORNER OF EL CAPITAN & CENTENNIAL
FOR: S.L.E. INVESTMENTS
CITY OF LAS VEGAS NEVADA

date	7/26/04
proj. no.	2003-03
drwn. by	
chkd. by	

sheet no. A2

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ROC-41750

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

October 2, 2003

Mr. Ernest A. Becker, IV
50 South Jones Boulevard, Suite #100
Las Vegas, Nevada 89107

RE: SUP-2541 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 1, 2003
RELATED TO VAR-2782, SUP-2543, SUP-2544, SUP-2545, AND SDR-2540

Dear Mr. Becker:

The City Council at a regular meeting held October 1, 2003 APPROVED the request for a Special Use Permit FOR ALCOHOLIC BEVERAGE SALES/LIQUOR STORE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE (WITH FUEL PUMPS) adjacent to the southeast corner of the North El Capitan Way alignment, proposed North Durango Drive, and West Centennial Parkway (APN: 125-29-501-001), T-C (Town Center) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 2, 2003. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-2540).

2. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

3. Conformance to all Minimum Requirements as listed in the Town Center Development Standards Manual for an Alcoholic Beverage Sales/Liquor Store use.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. The sale of alcoholic beverages shall be limited to the sale of beer and wine only.

6. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/03

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ROC-41750

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Diana Davis

Diana Davis
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Ernest A. Becker, V
Becker Built
50 South Jones Boulevard, Suite #100
Las Vegas, Nevada 89107

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MAY 10 2011

ROC-41750

Short Line Operations, LLC
7380 Eastgate Road, Suite 110
Henderson, Nevada 89011
TEL 702.396.6703 FAX 702.396.6705

May 10, 2011

City of Las Vegas
Dept. Of Planning
333 N. Rancho Dr., 3rd Floor
Las Vegas, NV 89106

Re: Short Line Express Market
6390 N. Durango Drive
Las Vegas, NV 89149

Ladies and Gentlemen:

We were approved for SUP-2541 covering the above referenced location October 1, 2003. Conditions 5 and 6 of the approval deals with the sale of alcoholic beverages as follows:

5. The sale of alcoholic beverages shall be limited to the sale of beer and wine only.

6. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

The City of Las Vegas Code Enforcement has noticed us to stop selling all single sell beer and wine, and any malt beverage, wine cooler, or other alcoholic beverage that contains 6% or less alcohol.

Since 2003, when we were approved, the marketing, package size, and types of alcoholic beverages has changed significantly. While operating eleven (11) stores in Clark County, Nevada we have been able to determine that this single-sell package now represents of 20% of our total in-store sales. This popular package allows a customer to purchase an alcoholic beverage at a more affordable price point versus a 12 or 24 pack which costs much more. Also, there are now several other malt beverages, wine coolers, and other beverages that are in the "beer/wine" category which are very popular with the general public.

I surveyed all retail establishments (c-stores, liquor stores, grocery stores) within three (3) miles of the above referenced location and each one of them offers single sell beer, wine, screw cap wine, malt beverages, wine coolers, etc. This puts our store at an extreme disadvantage in the market.

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Conditions #5 and #6 have not accomplished their original intent in 2003 and are now putting a strangle-hold on our ability to compete and do business in the marketplace.

ROC-41750

Therefore, please change conditions #5 to

5. This business shall not sell any hard liquor.

and delete condition #6 which limits our ability to sell the single sell package and screw cap wine.

Please contact me at 595-1711 if you have any questions. Thank you for your consideration.

Sincerely,

Marshall Morton
Member/Manager

cc: Duane Shields
Ernest A. Becker IV

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MAY 10 2011

ROC-41750

City of Las Vegas Agenda Item No.: **118.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

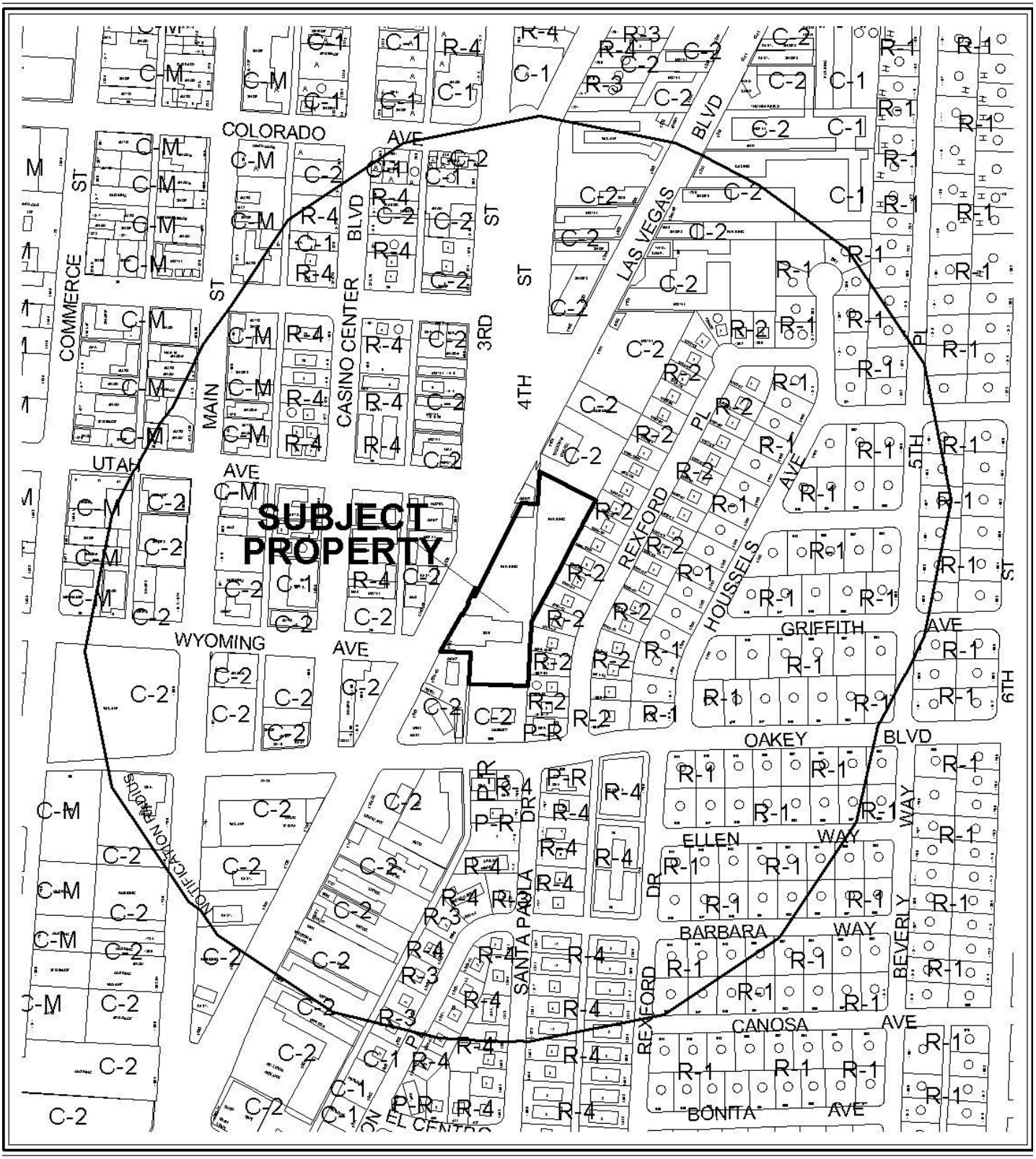
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-41038 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: ARISTOTLE HOLDING, LP - Request for a Site Development Plan Review FOR A PROPOSED 38,001 SQUARE-FOOT EXPANSION OF AN EXISTING 31,679 SQUARE-FOOT NONCONFORMING SEXUALLY ORIENTED BUSINESS WITH A PROPOSED 8,770 SQUARE-FOOT ROOF DECK, PARKING LOT MODIFICATIONS AND WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL DESIGN STANDARDS on 2.57 acres at 1531 Las Vegas Boulevard South (APNs 162-03-210-090 and 162-03-202-005), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**2**
City Council Meeting	**3**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SDR-41038



CASE: **SDR-41038**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N



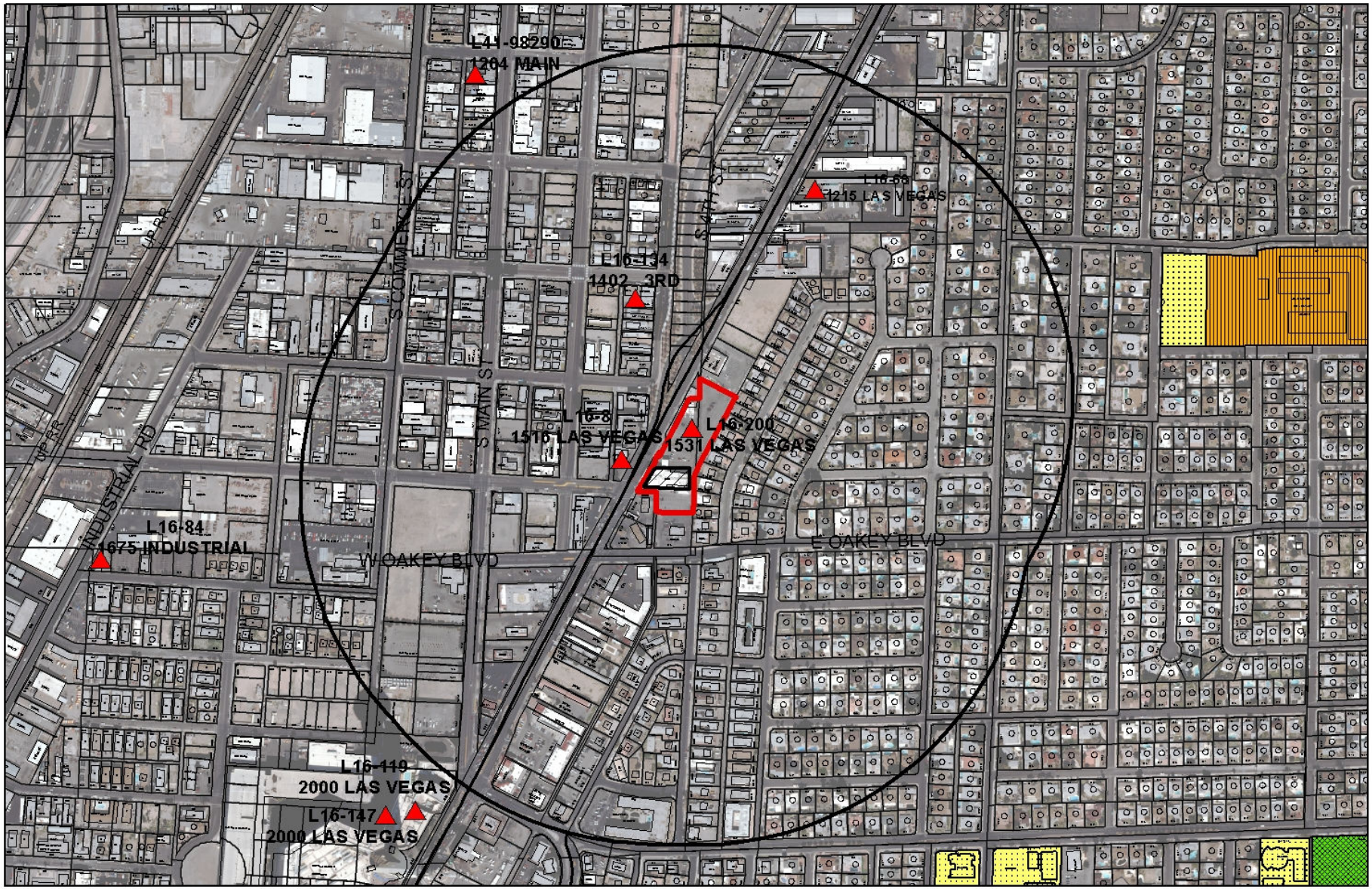
0 300 600 Feet

CASE: **SDR-41038**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SDR-41038

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 295 590 1,180 Feet

RELIGIOUS

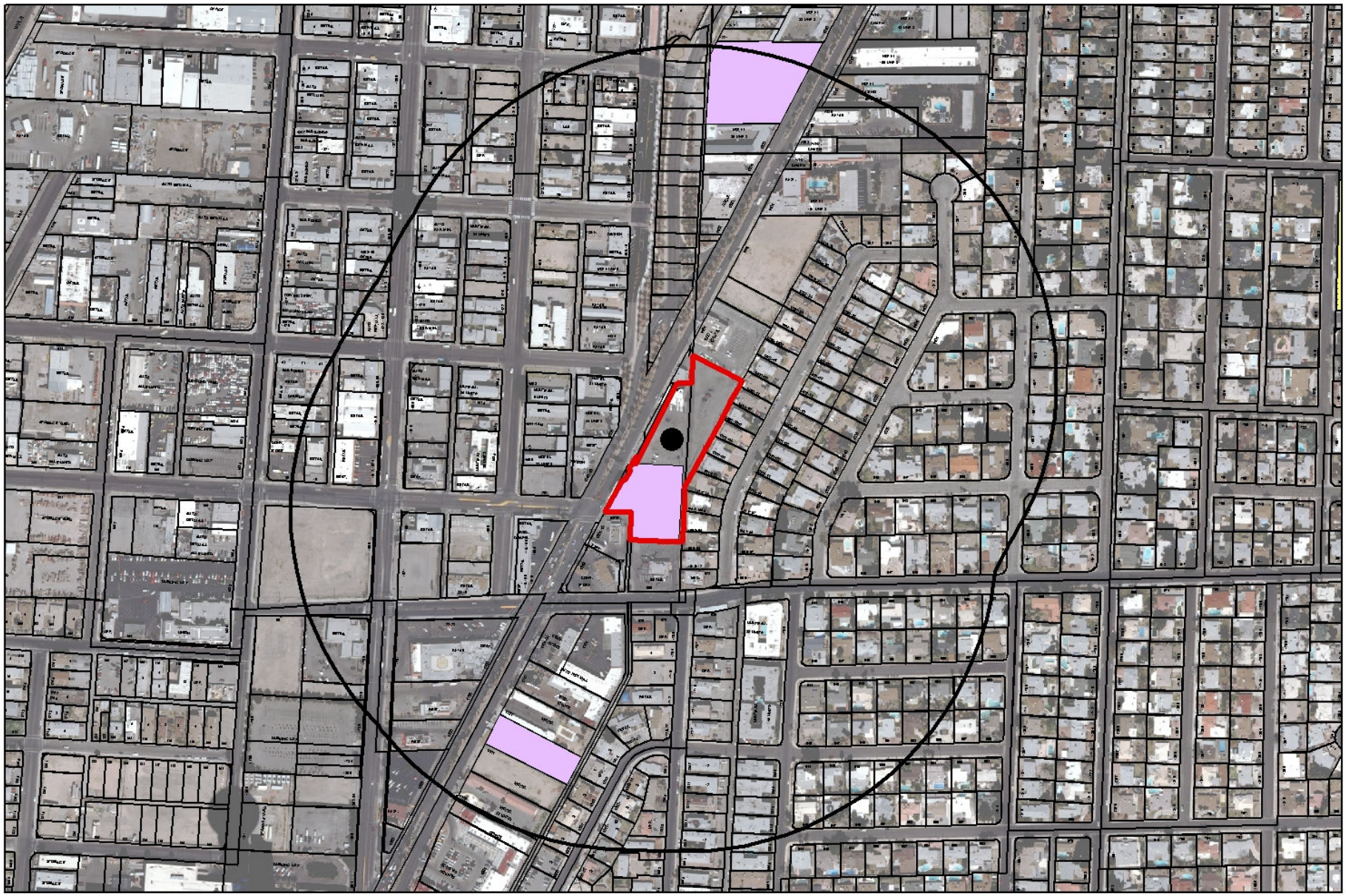
CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N


SDR-41038
Sexually Oriented Business
Business Licenses
Adult Bookstore
Teenage Dance/ Dancehall/Club
Erotic Establishment
Child Care/ Children Facility
RELIGIOUS
CITY PARKS
SCHOOLS
Subject Property
1000 Feet Buffer
0
235
470
940 Feet
N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ARISTOTLE HOLDING, LP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-41038	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-41038 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 04/11/11, and with the Downtown Centennial Plan as amended, except as amended by conditions herein.

3 A Waiver from Downtown Centennial Plan Subsection VII.C.5 is hereby approved, to allow no cornice or roof articulation where such is required at the top of all new buildings, continuous on all sides; to allow no arcades, awnings or canopies on the ground floor where such are required; and to allow architectural features on the east elevation to differ from the other three sides, where these features are to be carried on all sides of the building.

4. Light fixtures, trash receptacles, benches and tree wells shall be included within the amenity zone along Las Vegas Boulevard adjacent to the site in conformance with the Downtown Centennial Plan.

5. All proposed signage shall be reviewed and approved by the Downtown Design Review Committee prior to issuance of any sign permit.

6. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 04/11/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall be revised from the submitted landscape plan to indicate 25-foot date palms within the streetscape area of Las Vegas Boulevard in conformance with Downtown Centennial Plan requirements.

11. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. All utilities shall comply with the provisions of the Downtown Centennial Plan.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

16. A Comprehensive Construction Staging Plan shall be submitted to the Department of Planning Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. Dedicate appropriate right-of-way for a total half-street width of 60 feet on Las Vegas Boulevard South adjacent to this site prior to the issuance of any permits. This dedication shall not be enforced over the area on the northern portion of this site where the existing buildings are proposed to remain.

19. Remove all substandard improvements adjacent to this site and replace with new improvements meeting current Downtown Centennial Standards concurrent with on-site development activities as shown on the approved Site Plan. The driveways accessing this site from Las Vegas Boulevard South are approved as shown on the approved Site Plan. Any deviation to width, ingress/egress radii, or throat depth will require separate approval from the City Engineer.

20. Grant an additional 10 foot public sewer easement adjacent to the existing 10 foot public sewer easement (20071226:00395) for a total width of 20 feet. The additional easement area may be located all on one side of the existing easement or split on either side as long as the total width is at least 20 feet for the entire length of the easement. No trees or structures shall be allowed within the easement area.

21. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The fire truck access route shown on the submitted site plan shall not be obstructed by overhead utility lines.

22. Landscape and maintain all unimproved right-of-way on Las Vegas Boulevard South adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

23. Submit an Encroachment Agreement for all landscaping located in the Las Vegas Boulevard South public right of way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

24. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings for this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights of way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

25. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

Staff Report Page One
June 15, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

An existing two-story, 31,679 square-foot nonconforming Sexually Oriented Business is currently located on the subject site, and an existing restaurant is in operation in another building situated at the north end of the onsite parking lot. The applicant proposes to demolish the existing Sexually Oriented Business and build a 69,680 square-foot, three-story Sexually Oriented Business with a roof deck and partial fourth level that will include a General Personal Service (spa). Parking will be accommodated onsite and will be improved to include landscape planter islands. The roof deck, though outdoor, will be screened at the edges with a glass façade and guard rail. The deck will contain a pool with cabanas and a bar. The site also contains a nonconforming Liquor Establishment (Tavern) use that has been expanded throughout the building up to the maximum area allowed pursuant to Title 19.16. The proposed design of the building deviates from the intent of the Downtown Centennial Plan architectural design standards and waivers are necessary. As staff cannot support these design waivers, and the open construction of the pool deck creates the potential for nuisance to adjacent residential properties, staff recommends denial. If denied, the site would remain as it is and the extent of the existing uses would remain limited to the current building area.

ISSUES

- Waivers of Downtown Centennial Plan Architectural Design Standards are required for approval of the site development plan as proposed. Staff does not support these waivers.
- The Sexually Oriented Business use on this site is nonconforming with respect to zoning, as this use is no longer allowed in a C-2 (General Commercial) District.
- City Ordinance #6123 allows for the expansion, enlargement or alteration of this nonconforming Sexually Oriented Business.
- The Liquor Establishment (Tavern) use on this site is nonconforming because a Special Use Permit with distance separation requirements for a Tavern was established by Code after a license to operate the use at this location was already issued.
- The Liquor Establishment (Tavern) use may only be expanded up to 50 percent of the original tavern area pursuant to Title 19.16.
- All or part of 11 previously platted lots underlies the westernmost parcel on the site. A condition of approval will require appropriate remapping to consolidate the lots.

The site is part of the John S. Park Neighborhood Plan area. The plan recommends that commercially zoned properties along Las Vegas Boulevard, including this site, be limited to five stories or 60 feet. Although the proposal will meet this requirement, it will negatively impact adjacent residential properties to the east of the subject site due to noise from the open pool deck and mechanical equipment located on the east façade.

- A Development Notice and Impact Assessment is required, based on the expected number of vehicle trips occurring at the site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/26/62	The City Council adopted Ordinance #1014, thereby adopting a revised Zoning Map that shows the subject parcels zoned C-2 (General Commercial).
04/05/78	The City Council adopted Ordinance #1918, thereby restricting the location of Sexually Oriented Businesses and establishing distance separation requirements from certain protected uses.
09/16/92	The City Council adopted Ordinance #3674, thereby deleting the C-2 (General Commercial) Zoning District from the districts in which Sexually Oriented Businesses are permitted by right and restricting them to C-M (Commercial/Industrial) and M (Industrial) Districts only.
10/20/93	The City Council approved a Variance (V-0099-93) to allow a proposed 15,221 square-foot expansion of an existing 9,152 square-foot nonconforming Sexually Oriented Business and to allow a reduction in the number of onsite parking spaces to 267 spaces where 355 were required at 1531 Las Vegas Boulevard South. The Board of Zoning Adjustment recommended approval; staff recommended denial.
05/15/96	The City Council approved a Review of Condition [V-0099-93(2)] of a previously approved Variance (V-0099-93) restricting the use of upstairs space to employees only in order to allow patron viewing of shows on the second level at 1531 Las Vegas Boulevard South. Staff recommended denial.
01/05/99	The Board of Zoning Adjustment approved a Variance (V-0098-98) to allow a 960 square-foot expansion (storage room) of an existing 25,485 square-foot nonconforming Sexually Oriented Business at 1531 Las Vegas Boulevard South. Staff recommended approval.
04/06/99	The Board of Zoning Adjustment approved a Variance (V-0018-99) to allow a proposed 987 square-foot employee lounge and an 807 square-foot sushi bar expansion of a nonconforming building and use on 1.75 acres at 1531 Las Vegas Boulevard South. Staff recommended denial.
02/05/03	The City Council approved a Variance (VAR-1276) to allow a four-foot side yard setback where 10 feet is required at 1531 Las Vegas Boulevard South. The Planning Commission and staff recommended approval. This approval expired 02/05/05.
	The City Council approved a Variance (VAR-1277) to allow the expansion of a nonconforming Sexually Oriented Business at 1531 Las Vegas Boulevard South. The Planning Commission and staff recommended approval. This approval expired 02/05/05.

02/05/03	The City Council approved a Site Development Plan Review (SDR-1278) for a proposed 1,912 SF restroom and employee dressing room expansion of an existing 31,679 SF nonconforming Sexually Oriented Business on 1.63 acres at 1531 Las Vegas Boulevard South. The Planning Commission and staff recommended approval. This approval expired 02/05/05.
10/05/05	The City Council approved a Petition to Vacate (VAC-8256) a portion of a 10-foot wide right-of-way located north of Oakey Boulevard and east of Las Vegas Boulevard South. The Planning Commission and staff recommended approval.
10/18/07	The Planning and Development Department administratively approved an Extension of Time (EOT-24808) of an approved Petition to Vacate (VAC-8256) a portion of 10-foot right of way located north of Oakey Boulevard and east of Las Vegas Boulevard South. The Order of Vacation was recorded on 12/26/07.
06/18/08	A Code Enforcement Case (66819) was processed to check for illegal banners, window signs, debris, trash, junk vehicles, graffiti and zoning code violations at 1531 Las Vegas Boulevard South. The case was resolved by Code Enforcement on 06/19/08.
02/04/09	The City Council approved an amendment to the Master Plan of Streets and Highways (MSH-29429) to widen Las Vegas Boulevard between Fourth Street and Sahara Avenue from a 100-foot right-of-way to a 120-foot right-of-way. The Planning Commission and staff recommended approval.
12/15/10	The City Council adopted Ordinance #6123, which allows the expansion, enlargement or alteration of certain nonconforming Sexually Oriented Businesses located within the Downtown Centennial Plan area under limited circumstances.
05/10/11	The Planning Commission voted (5-1-1/tm/gf) to recommend APPROVAL (PC Agenda Item 45/ss).

Most Recent Change of Ownership	
09/19/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1974	The larger building on the subject property was constructed.
Pre-1989	A business license (R09-00103) was issued for a Restaurant (30+ seating) at 1507 Las Vegas Boulevard South. A new license was issued 07/16/08 after a change in ownership. This license is still active.
	A business license (C08-01044) was issued for five slot machines at 1507 Las Vegas Boulevard South. The license was marked out of business on 05/12/08.
	A business license (L09-00010) was issued for on-premise sale of beer/wine/coolers at 1507 Las Vegas Boulevard South. The license was marked out of business on 07/16/08.

05/18/89	A business license (L16-00200) was issued for a tavern at 1531 Las Vegas Boulevard South. This license is still active.
	A business license (T29-00005) was issued for a topless club with alcohol at 1531 Las Vegas Boulevard South. This license is still active.
10/25/90	A building permit (#90086991) was issued for a pylon sign at 1531 Las Vegas Boulevard South. A final inspection was approved on 04/24/91.
12/20/93	A building permit was signed for a parking addition at 1531 Las Vegas Boulevard South.
03/11/94	A building permit was signed for a building addition at 1531 Las Vegas Boulevard South.
04/26/94	A building permit (#94329104) was issued for a building foundation for an addition at 1531 Las Vegas Boulevard South. A final inspection was approved on 07/27/94.
07/20/94	A building permit (#94340920) was issued for on-site improvements at 1531 Las Vegas Boulevard South. A final inspection was approved on 12/23/94.
	A building permit was issued for an addition at 1531 Las Vegas Boulevard South.
07/23/97	A business license (C11-06368) was issued for a construction contractor at 1531 Las Vegas Boulevard South. This license was marked out of business on 10/07/09.
03/28/00	A building permit (#00005784) was issued for a Tenant Improvement at 1531 Las Vegas Boulevard South. A final inspection was approved on 09/21/00.
04/14/00	A business license (C07-02547) was issued for clothing at 1531 Las Vegas Boulevard South. This license is still active.
03/22/01	A business license (C08-01578) was issued for one coin operated amusement machine at 1531 Las Vegas Boulevard South. This license is still active.
07/03/02	A building permit (#02012090) was issued for a wall-mounted wireless communications antenna at 1531 Las Vegas Boulevard South. A final electrical inspection was approved 04/02/03.
11/04/04	A building permit (#04021057) was issued for an addition to and remodel of the existing building at 1531 Las Vegas Boulevard South. The permit was voided 04/07/05.
11/19/04	A business license (G01-02187) was issued for restricted gaming at 1531 Las Vegas Boulevard South. The license replaced an earlier license (G01-01258) that was marked out of business. This license is still active.
07/16/08	A business license (L09-00262) was issued for the on-premise sale of beer/wine/coolers at 1507 Las Vegas Boulevard South. The license is still active.
05/12/09	A business license for Child Care (N14) at 1800 Weldon Place was marked out of business.

Pre-Application Meeting	
02/15/11	A pre-application meeting was held, where requirements for submittal of an application for a Site Development Plan Review were discussed. Key issues discussed included the following: • A Site Development Plan Review is needed for a proposed three-story, nonconforming Sexually Oriented Business with a fourth level spa and roof deck and site modifications (parking). • A Special Use Permit to allow a Tavern use on the full site is not possible, as there is an existing Liquor Establishment (Tavern) within 1,500 feet of the site that is not separated from the site by an intervening 100-foot right-of-way. • The Sexually Oriented Business (SOB) is a legally nonconforming use, as this use is no longer allowed in a C-2 Zoning District. SOBs are not currently allowed within 1,000 feet of another SOB, church, public or private school, day care, teen dance center, park or playground. Some protected uses within the SOB separation radius are no longer active; there are no impediments to reconstruction of the building containing the SOB use. • The existing Liquor Establishment (Tavern) is a legally nonconforming use, as it was licensed prior to the requirement for a Special Use Permit and distance separations from other taverns, schools, churches, synagogues or city parks. This use may be expanded per Title 19.16 limitations. • A complete demolition and rebuild are proposed. • The Department of Public Works requires that the existing 20-foot sewer easement across the property be preserved. The Master Plan of Streets and Highways designates Las Vegas Boulevard as a Parkway Arterial (120 feet wide); 20 feet of property will be required to be dedicated for right-of-way; the proposed building will need to be set back enough to accommodate the dedication. Any area between curb and property line not used for streetscape shall be landscaped. • The proposed fire lane on the submitted plans cannot be used if overhead lines are above. • The project shall comply with all Downtown Centennial Plan and Scenic Byway Overlay standards, including streetscape and undergrounding of above-ground utilities. Signage is subject to Downtown Design Review Committee approval. • The existing legal lots underlying the site shall be remapped as one lot prior to issuance of building permits. • The current site where the use is located (APNs 162-03-210-090 and 162-03-202-005) may be used for parking to satisfy Ordinance #6123. A separate Site Development Plan Review may be filed for development of the northern parcels for parking at a future date.

02/15/11	• Open construction shown on roof deck elevations are not recommended, as it faces residential uses and creates a potential nuisance. The John S. Park Neighborhood Plan contains additional restrictions on building design. • The external stairwell shown on the submitted plans is recommended to be incorporated into the overall design of building. • A neighborhood meeting was encouraged for this project.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/11	A field check was conducted on the site, with the following observations noted: • A two-story Sexually Oriented Business and a restaurant are currently located on the site • A wrought-iron fence, landscaping and pylon sign are located along Las Vegas Boulevard and are in good condition. • A six-foot block wall and overhead utility lines are located along the east property line.

Details of Application Request	
Site Area	
Net Acres	2.57

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Sexually Oriented Business	C (Commercial)	C-2 (General Commercial)
	Restaurant	C (Commercial)	C-2 (General Commercial)
North	Wedding Chapel	C (Commercial)	C-2 (General Commercial)
South	Restaurant	C (Commercial)	C-2 (General Commercial)
	Bakery, Retail	C (Commercial)	C-2 (General Commercial)

East	Multi-Family Residential (Apartments and Two Family Dwellings)	M (Medium Density Residential)	R-2 (Medium-Low Density Residential)
West	Tattoo Parlor	C (Commercial)	C-2 (General Commercial)
	General Retail Store	C (Commercial)	C-2 (General Commercial)
	Liquor Establishment (Tavern)	C (Commercial)	C-2 (General Commercial)
	Restaurant	C (Commercial)	C-2 (General Commercial)
	Hotel, Motel	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y
John S. Park Historic Neighborhood	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District (Downtown South)	X		N
A-O (Airport Overlay) District (200 Feet)	X		Y
Live/Work Overlay District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails (Scenic Byway)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to the Downtown Centennial Plan, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size (proposed)	N/A	0.82 acres	N/A
Min. Lot Width (proposed)	N/A	454 Feet	N/A
Min. Setbacks:			
• Front (Las Vegas Blvd.)	70% of the first story façade shall align along the front property line	100% aligns along the proposed property line	Y
• Side	Not required	0 Feet	Y
• Rear	Not required	25 Feet	Y
Min. Distance Between Buildings	N/A	197 Feet	N/A
Max. Lot Coverage	N/A	24 %	N/A
Max. Building Height	N/A	60 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, gated	By condition
Mech. Equipment	Screened	Screened	Y

Pursuant to the Downtown Centennial Plan and Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	N/A	N/A	0 Trees	N/A
• South	N/A	N/A	0 Trees	N/A
• East	N/A	N/A	0 Trees	N/A
• West	N/A	N/A	4 Trees	N/A
TOTAL PERIMETER TREES		**N/A**	**4 Trees**	**N/A**
Parking Area Trees	1 Tree/6 Uncovered Spaces	27 Trees	30 Trees	Y
Parking Lot Landscaped Area	10 SF/space (1,630 SF)	N/A	Approx. 90 SF/space	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	N/A		0 Feet	N/A
• South	N/A		0 Feet	N/A
• East	N/A		0 Feet	N/A
• West	N/A		5 Feet	N/A
Wall Height	6 to 8 Feet Adjacent to Residential		Existing 6' block wall	Y

Projects located within the Las Vegas Downtown Centennial Plan Overlay District are not subject to the automatic application of Title 19.12 landscape requirements, and no perimeter landscaping is required for non-residential properties in the Downtown Centennial Plan. The above table shows landscaping proposed on the perimeter and in the onsite parking area.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Boulevard	Parkway Arterial	Master Plan of Streets and Highways	120	N

Pursuant to the Downtown Centennial Plan (Downtown South District), the following streetscape standards apply:

Streetscape Standards	***Required***	***Provided***	***Compliance***
Minimum Sidewalk width	10 feet	10 feet	Y
Amenity zone	5 feet	5 feet	Y
Right-of-way improvements	Light fixtures, trash receptacles, benches, tree wells	None provided	By condition
Major North-South Street (Las Vegas Boulevard)	25' date palms or similar spaced at 30' intervals	20' date palms at 30' intervals 24" box shade trees at 30' intervals	N

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Sexually Oriented Business	69,680 SF	1 space per 250 SF GFA	279				
TOTAL SPACES REQUIRED			**279**		**163**		N
Regular and Handicap Spaces Required			272	7	157	6	N
Loading Spaces	69,680 SF	3 spaces for 50,000 SF and 1 per 100,000 SF over 50,000	4		2		N

SS

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

Waivers		
Requirement	***Request***	***Staff Recommendation***
DTCP VII.C.5(b): Articulated roofline/cornice at top of all new buildings and continuous on all sides	No cornice or roof articulation. Use of guardrails and trees on roof	Denial
DTCP VII.C.5(d): Arcades, awnings and canopies on the ground floor	No arcades, awnings or canopies on ground floor	Denial
DTCP VII.C.5(g): Architectural features carried on all sides of building	Features on the east elevation differ from the other three sides	Denial

ANALYSIS

The proposed development is subject to Downtown Centennial Plan standards, and pursuant to Section VIII.A of the Plan, qualifies as a New Development. The site is also located within the Las Vegas Boulevard Scenic Byway Overlay District and is subject to the signage requirements of Title 19.06.140 and review by the Downtown Design Review Committee. This property is part of the John S. Park Neighborhood Plan, which designates this area for Adult Uses. The Plan contains a five-story, 60-foot height limitation for commercial construction within the neighborhood boundaries. The site is part of the Airport Overlay District. The proposed building height of 60 feet conforms to both the Neighborhood Plan and the 200-foot height restriction of the Airport Overlay.

The demolition and reconstruction of a larger Sexually Oriented Business on this site is possible following adoption of Ordinance #6123, which allows the expansion, enlargement or alteration of certain nonconforming Sexually Oriented Businesses located within the Downtown Centennial Plan area under limited circumstances. The subject site meets all criteria for expansion required by the ordinance.

A Special Use Permit to allow expansion of the existing Liquor Establishment (Tavern) use is not required. Pursuant to Title 19.16.030, a nonconforming use may be expanded into a portion of a conforming building on the same parcel if no Variance of separation distance has previously been granted, and the expansion will not increase the extent of the use by more than 50 percent, and will not require a variance or waiver of any Title 19 requirement. No variance of the separation distance has previously been granted on this property, and the proposed expansion

will not require any Title 19 waivers or variances. Under this standard, the Tavern use may be expanded up to 15,839 square feet independent of the new building size. The floor plans indicate that the tavern use will expand by 15,828 square feet, which would remain in conformance with Title 19.16.030 nonconforming use requirements. A portion of the expanded area is on the proposed roof deck; alcohol will not be available in the fourth level spa area.

The project is in compliance with Downtown Centennial Plan streetscape, parking, setback, lot coverage, building height and mechanical equipment requirements, with the exception of the required tree height along Las Vegas Boulevard, which is required by condition. Three waivers of architectural design standards have been requested to allow the design of the building as proposed. The applicant proposes not to provide a cornice element around the building, not to provide awnings or canopies on the ground floor, and not to carry architectural features on all sides of the building. Staff supports the design principles of the Downtown Centennial Plan in order to create a pedestrian friendly, consistent thematic urban form for the area and therefore recommends denial of the waivers of the architectural standards requiring roof articulation and ground level awnings, canopies and arcades. The east elevation has been altered from the other sides to strategically place windows so that patrons may not look down upon neighboring residential properties. Although staff encourages a design that is sensitive to the need for privacy of these neighboring residents, this design is undesirable due to the lack of articulation and the location of mechanical equipment on screening balconies, which may contribute to a noise nuisance for the adjacent residential properties.

The proposed roof deck faces Las Vegas Boulevard and is visually open to the street. A glass guardrail forms a wall around the west and south facades. Although the deck is oriented away from abutting residential properties to the east, there is a concern that noise, especially during late evening hours, will be a nuisance to the neighbors.

All or part of 11 previously platted lots underly the westernmost parcel on the site. A condition of approval will require appropriate remapping to consolidate the lots.

Adequate parking is provided onsite, as many of the current and future clientele are expected to utilize limousines, taxis and buses for transportation to and from the site. Access to the site has been improved by the addition of a second driveway from Las Vegas Boulevard. The other driveway has been altered to allow safer turning movements.

As staff cannot support the three requested design waivers, and the proposed open construction of the pool deck, as well as the location of mechanical equipment on the east façade, creates the potential for nuisance to adjacent residential properties, staff recommends denial of this Site Development Plan Review.

The Las Vegas Valley Water District has made the following comment concerning this property: Existing 2-inch meter with no backflow; ¾-inch meter with no backflow; 6-inch meter with no backflow. Backflow prevention is required for this use per NAC 445A.67195. Civil plans will need to be submitted to LVVWD.

FINDINGS (SDR-41038)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   Expansion of the Sexually Oriented Business and Tavern uses as proposed are not compatible with adjacent residential uses, as they, in combination with the design of a fourth level roof deck, create a potential nuisance.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development does not meet several architectural design standards of the Downtown Centennial Plan; waivers of two of these standards are not supported by staff. The proposal, with the implementation of conditions of approval, is in conformance with all other plans and standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access provided by three driveways from Las Vegas Boulevard will not negatively impact traffic in this area. Circulation around the site is adequate.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building will use painted EIFS materials, low-energy glass and metal trim, which are durable and appropriate for the building's location on the Las Vegas Scenic Byway. Landscaping materials, as conditioned, are compliant with standards and appropriate for the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

The proposed west elevation provides an unarticulated streetwall that is uninviting to pedestrians. The building entry is from the parking area on the north side. The open construction of the roof pool deck area may not be compatible with this area, as it creates a potential nuisance to abutting neighbors. Although the east elevation employs some techniques that will help ensure privacy of these neighbors, the design is unattractive, due to the addition of unadorned balconies to screen mechanical equipment.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

The site will be subject to building and licensing inspection by the City and therefore will not compromise the health, safety, and welfare of the public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 259 (By City Clerk)

APPROVALS 2

PROTESTS 11

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41038** APN: 162-03-210-090, 162-03-202-005

Name of Property Owner: Aristotle Holding, LP

Name of Applicant: Pete Eliades

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Pete Eliades

Print Name: PETE ELIADES

Subscribed and sworn before me

This 23rd day of February, 2011

Vallee Swan

Notary Public in and for said County and State

VALLEE SWAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-17-2013
Certificate No: 09-11469-1

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 1531 Las Vegas Boulevard South

Project Name Olympic Gardens **Proposed Use** Sexually oriented

Assessor's Parcel #(s) 162-03-210-090, 162-03-202-005 **Ward #** 3

General Plan: existing TC proposed TC **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 69,290 **Floor Area Ratio** 0.62

Gross Acres 2.57 **Lots/Units** - **Density** -

Additional Information _____

PROPERTY OWNER Aristotle Holding LP **Contact** Pete Eliades

Address 1531 Las Vegas Boulevard South **Phone:** 504-0977 **Fax:** _____

City Las Vegas **State** NV **Zip** 89104

E-mail Address _____

APPLICANT Same as property owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Brown, Brown, & Primsrirut **Contact** Lora Dreja

Address 520 S. 4-th Street **Phone:** 598-1408 **Fax:** 385-1023

City Las Vegas **State** NV **Zip** 89101

E-mail Address lora@brownlawlv.com

Property Owner Signature* Pete Eliades

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name PETER ELIADES

Subscribed and sworn before me

This 23rd day of February, 20 11.

Vallee Swan

Notary Public in and for said County and State

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VALLEE SWAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-17-2013
Certificate No: 09-11469-1

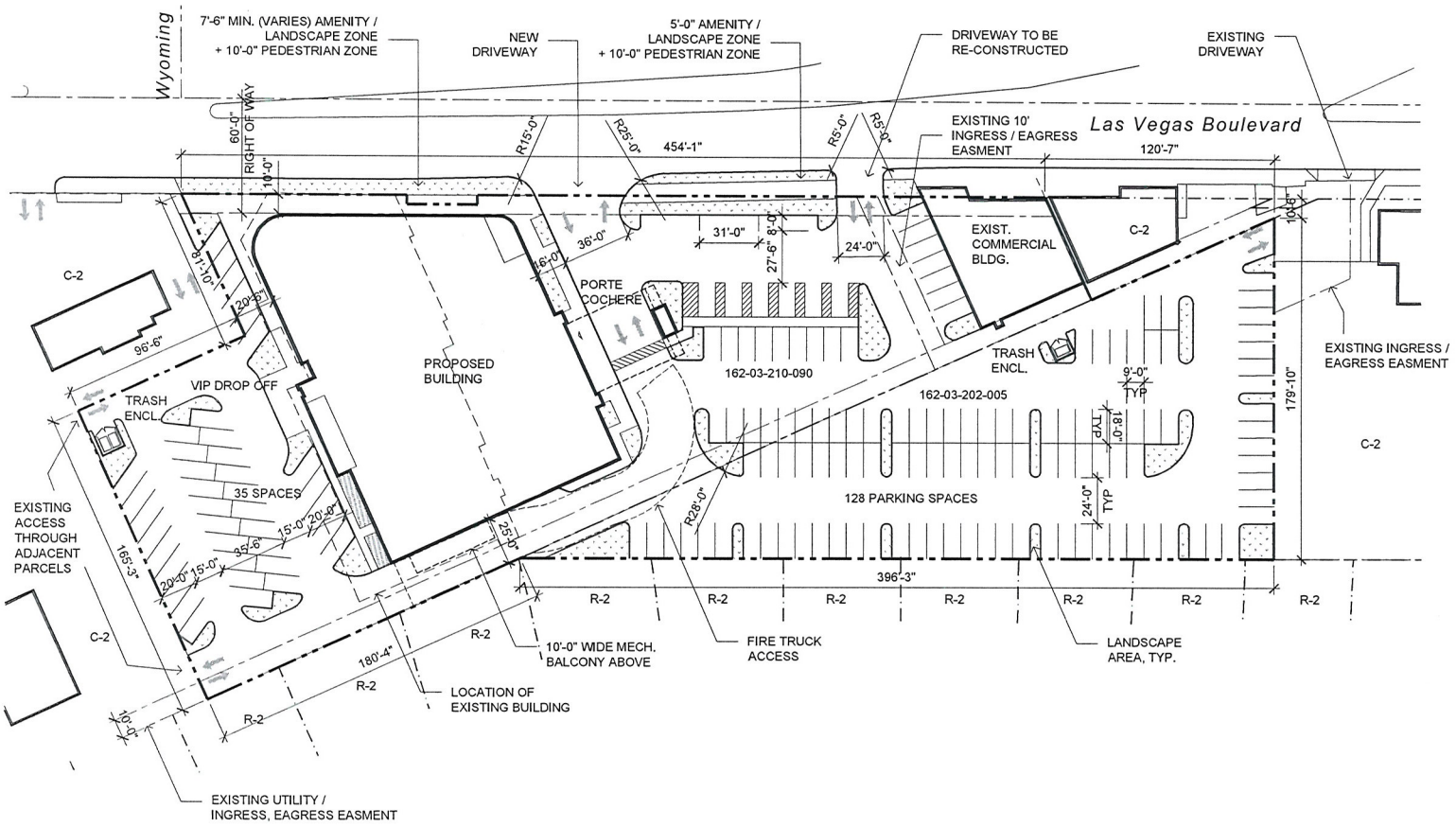
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-41038
Meeting Date:	4/12/11
Total Fee:	1030.00
Date Received:*	2-24-11
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

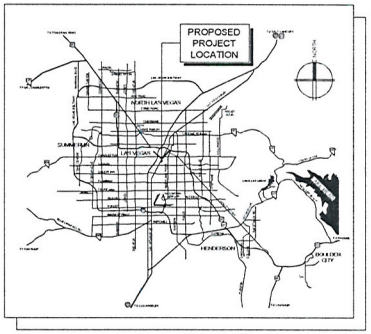
f:\depot\Application Packet\Application Form.pdf



SITE DATA

APN #	162-03-210-090	1.75 ACRES
	162-03-202-005	0.82 ACRES
CURRENT ZONING	C-2	
TOTAL SITE AREA (NET)		2.57 ACRES
BUILDING AREAS:		
OG - GENTELMENS-CLUB EXPANSION: (4 LEVELS)		
SEXUALLY ORIENTED BUSINES (GROSS):	LEVEL 1	22,020 SF
	LEVEL 2	15,840 SF
	LEVEL 3	15,890 SF
BEAUTY SALON:	LEVEL 3	6,140 SF
SPA (GROSS)	LEVEL 4	9,790 SF
TOTAL BUILDING AREA:		69,680 SF
EXTERIOR ROOF DECK	LEVEL 4	8,770 SF
EXISTING COMMERCIAL BLDG. (GROSS) (SEPARATE BUILDING ON SITE):		3,035 SF
PARKING PROVIDED:		
REGULAR:	152 SPACES	
LIMO:	3 SPACES	
ACCESSIBLE:	6 SPACES (INCL. 1 VAN)	
TOTAL:	163 SPACES	

VICINITY MAP



SITE PLAN

OG GENTELMENS CLUB
1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

PRELIMINARY SITE PLAN
SCALE: 1"=60'-0"
APRIL 4, 2011

0 30' 60' 120'

designcell
10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

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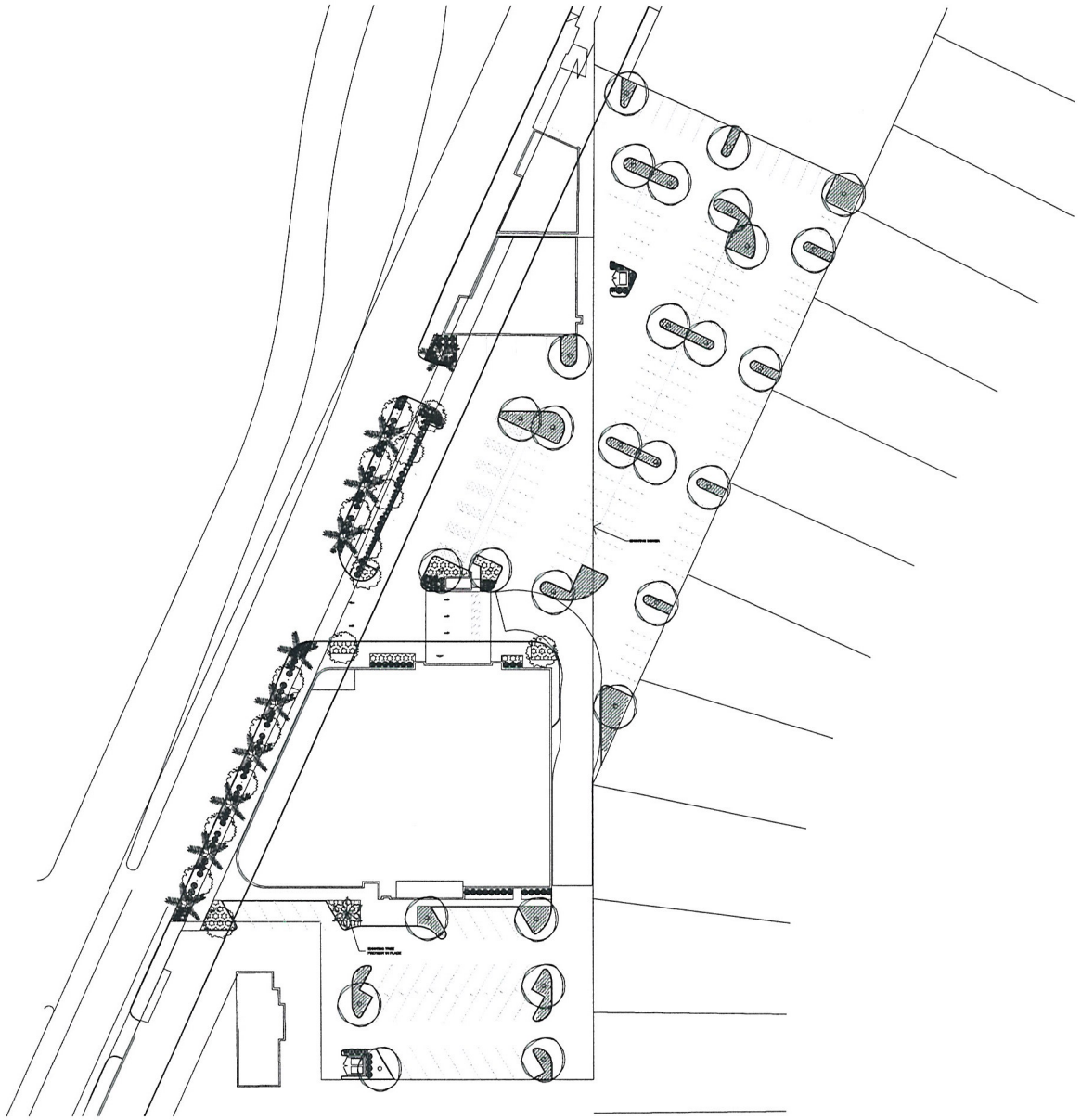

PLANT LEGEND

TREES

KEY	BOTANICAL/ COMMON NAME	SIZE	QUANTITY
	Callistemon viminalis Weeping Bottlebrush	24" Box	17
	Fraxinus o. "Raywood" Raywood Ash	24" Box	28
	Phoenix dactylifera Date Palm	20' BTH	10

SHRUBS

KEY	BOTANICAL/ COMMON NAME	SIZE	
	Leucophyllum zygophyllum "Cimarron" Texas Sage	5 GAL.	26
	Hesperaloe parviflora "Yellow" Yellow Yucca	5 GAL.	101
	Eremophila "Valentine" Valentine	5 GAL.	65

GROUND COVER

KEY	BOTANICAL/ COMMON NAME	SIZE	
	Rosa "Flower Carpet" Pink Flower Carpet Rose	5 GAL. 3' O.C.	97
	Pyracantha "Santa Cruz" Firethorn	5 GAL. 3' O.C.	501

NOTES

ALL LANDSCAPE AREAS SHALL RECEIVE A 2" LAYER 3/8" GOLD CRUSHED ROCK.
ALL TREES WITHIN 5' OF HARDSCAPE SHALL HAVE ROOT BARRIERS INSTALLED

NORTH

GRAPHIC SCALE
(IN FEET)
1/32 INCH = 1 FOOT

designcell

Olympic Gardens
Gentlemen's Club
1531 S. Las Vegas Blvd.
Las Vegas, NV

DesignScapes
1557 GREEN FOREST WAY
Las Vegas, Nevada 89118
Phone: 702-425-0221

NUMBER - DATE - DESCRIPTION

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REGISTERED LANDSCAPE ARCHITECT
THOMAS DELLACROCE
517
STATE OF NEVADA

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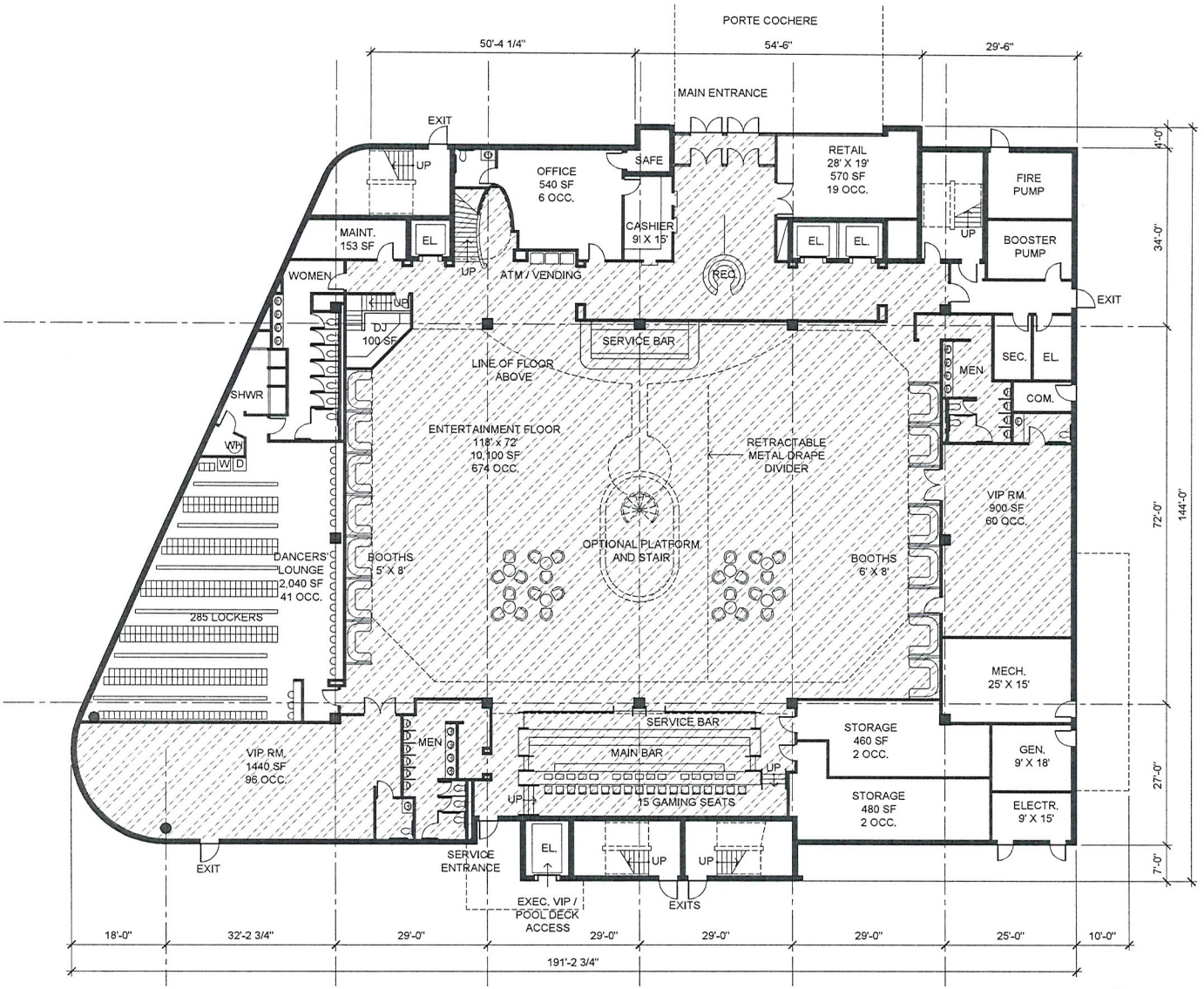

1 LEVEL

TAVERN USE

HATCHED AREA INDICATES PROPOSED TAVERN USE

PROPOSED TAVERN USE AREAS:

LEVEL 1	14,161 SF
LEVEL 2	13,746 SF
LEVEL 3	10,968 SF
LEVEL 4	8,632 SF
TOTAL TAVERN USE AREA:	47,507 SF

OG GENTELMENS CLUB
1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

PRELIMINARY FLOOR PLAN
SCALE: 1"=20'-0"
APRIL 4, 2011

0 10' 20' 40'

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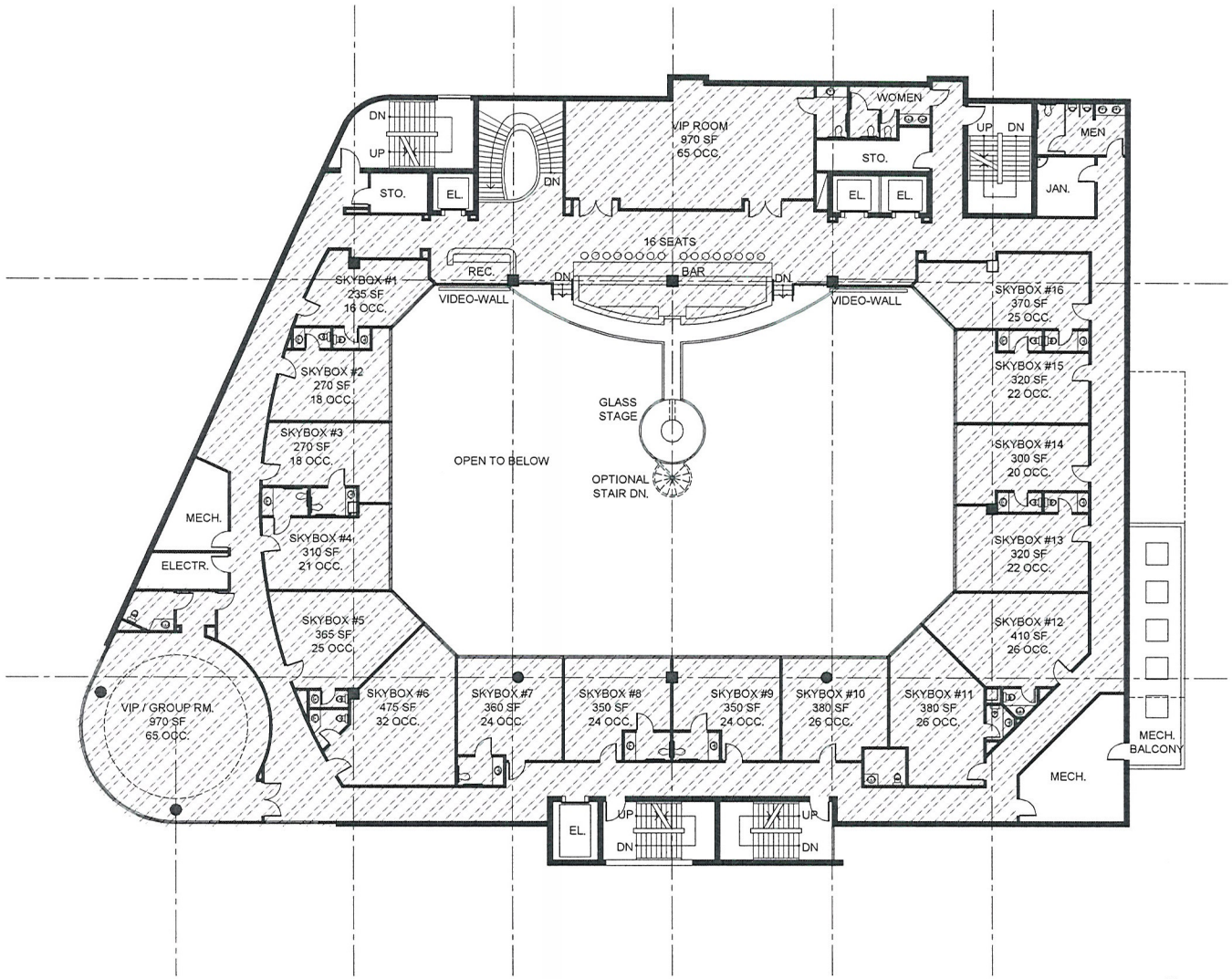
2 LEVEL



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1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

PRELIMINARY FLOOR PLAN

SCALE: 1"=20'-0"
APRIL 4, 2011

0 10' 20' 40'

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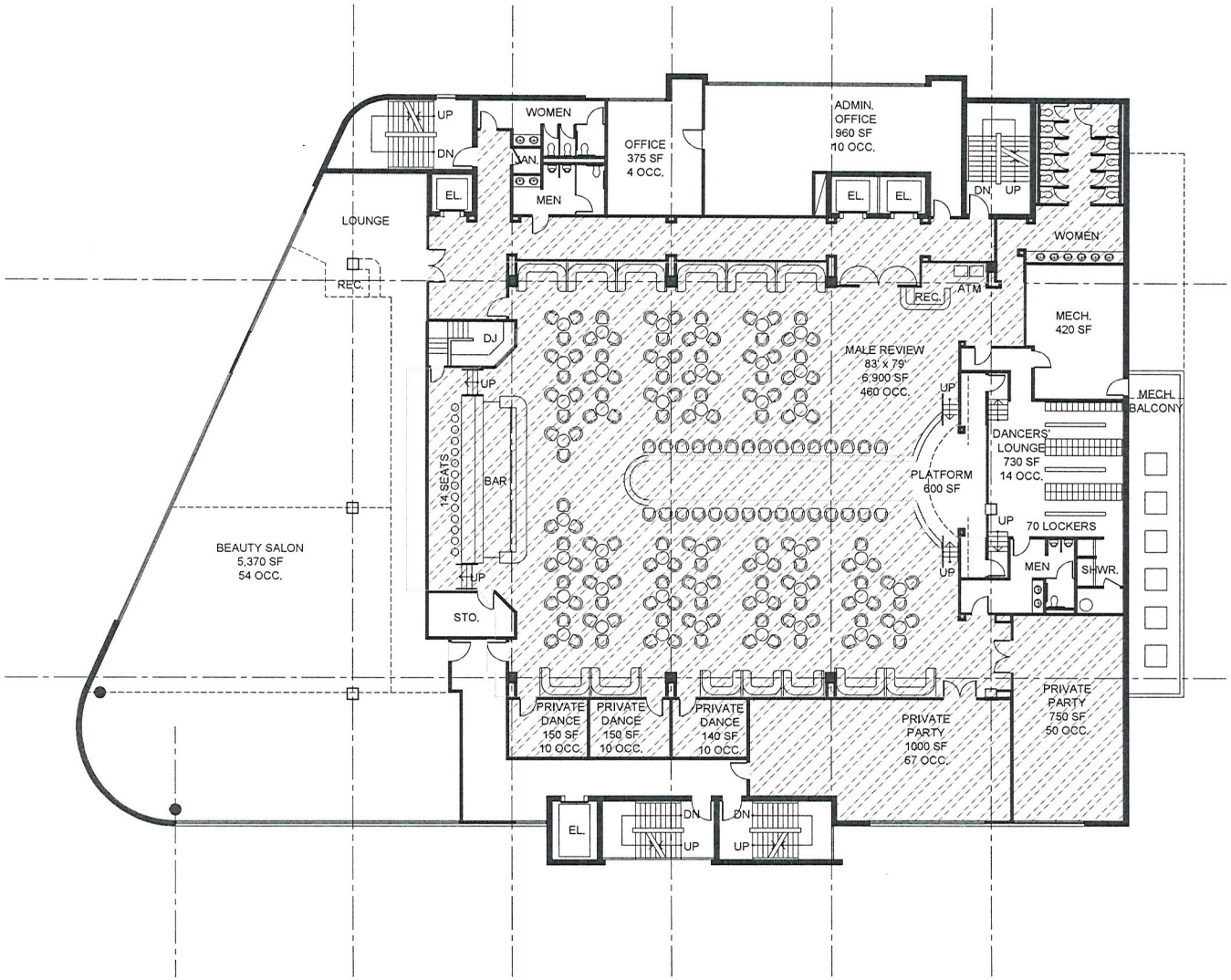
3 LEVEL



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1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

PRELIMINARY FLOOR PLAN

SCALE: 1"=20'-0"
APRIL 4, 2011

0 10' 20' 40'

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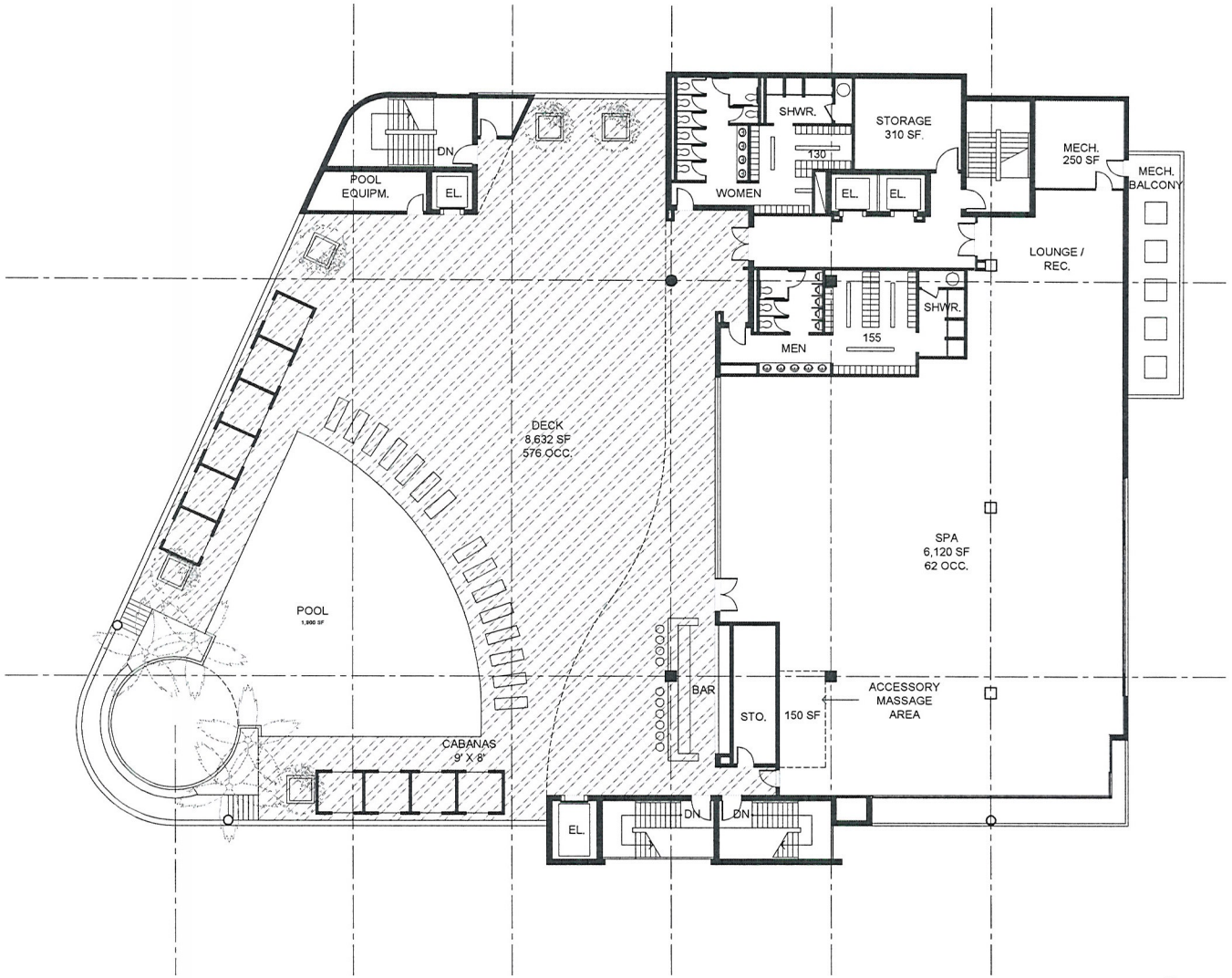
4 LEVEL



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1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

PRELIMINARY FLOOR PLAN

SCALE: 1"=20'-0"
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0 10' 20' 40'

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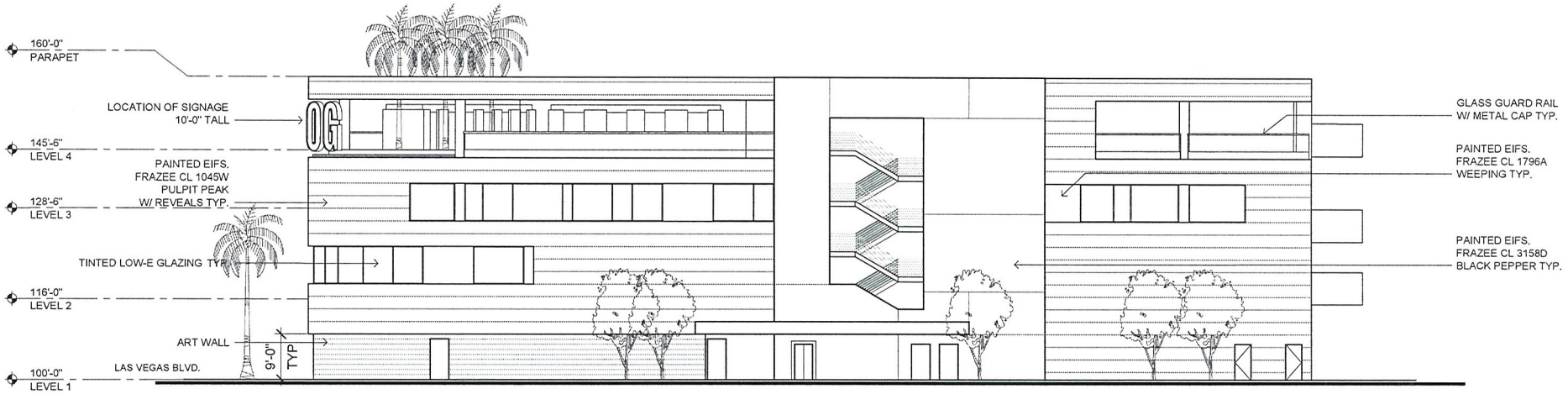

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1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

SOUTH ELEVATION

SCALE: 1" = 20'-0"
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0 10' 20' 40'

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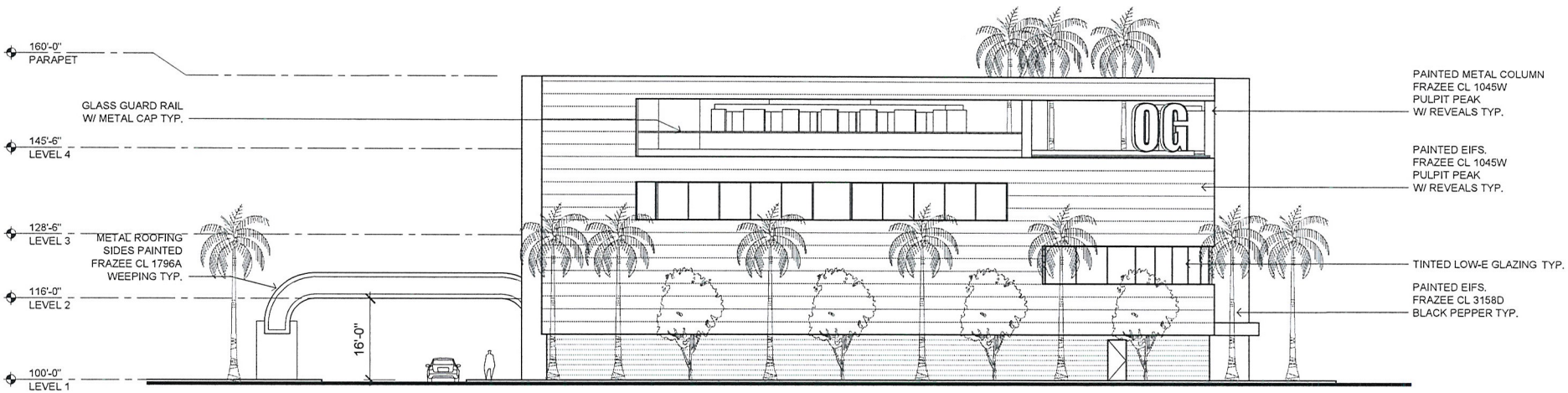

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1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

WEST ELEVATION

SCALE: 1" = 20'-0"
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0 10' 20' 40'

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1531 LAS VEGAS BLVD. SOUTH
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NORTH ELEVATION

SCALE: 1" = 20'-0"
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0 10' 20' 40'

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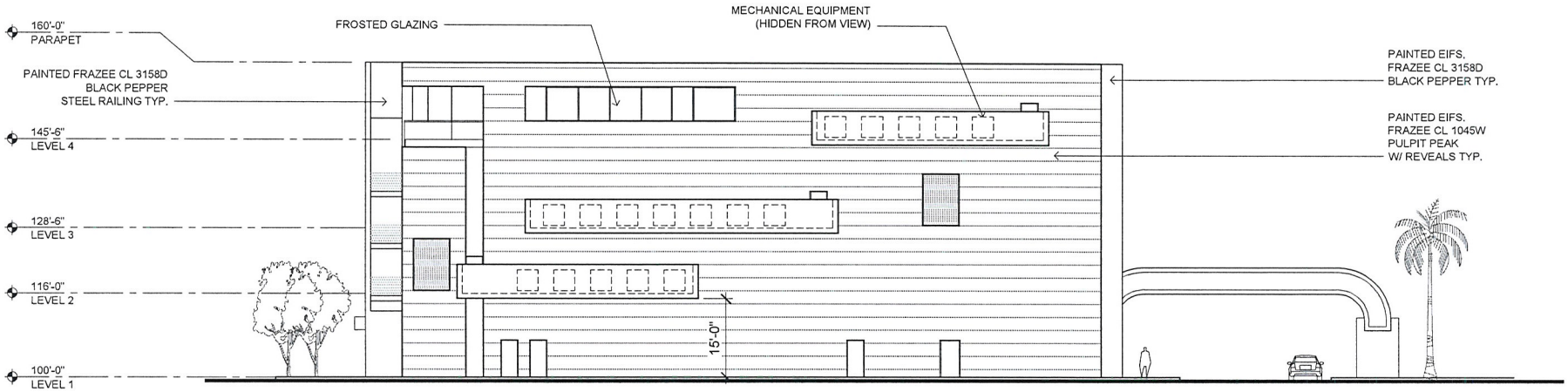

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1531 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA

EAST ELEVATION

SCALE: 1" = 20'-0"
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0 10' 20' 40'

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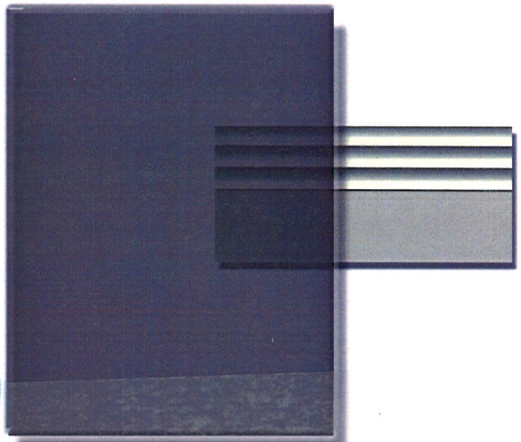
MATERIAL FINISHES

EIFS & Metal Railing
Frazee
ColorLife
CL 3185D
BLACK
PEPPER

Accent
Frazee ColorLife
CL 1796A
WEEPING

EIFS & Metal
Columns
Frazee ColorLife
CL 1045W
PULPIT PEAK

Glazing: Tinted/Solarcool Gray, Low-E
Frames: Clear Anodized Aluminum



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OG GENTELMENS CLUB

1531 LAS VEGAS BLVD. SOUTH LAS VEGAS, NEVADA

SDR-41038 esigncell ARCHITECTURE

SDR 41038
Aristotle Holding, LP

1531 Las Vegas Boulevard South

Proposed 37.611 thousand square foot expansion of an existing SOB use.

Traffic produced by proposed development:

Current Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	DRINKING PLACE [1000SF]	31.679	141.75	4,490
AM Peak Hour			N/A	N/A
PM Peak Hour			11.34	359

(heaviest 60 minutes)

Proposed Expansion	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	DRINKING PLACE [1000SF]	37.611	141.75	5,331
AM Peak Hour			N/A	N/A
PM Peak Hour			11.34	427

(heaviest 60 minutes)

Total	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	DRINKING PLACE [1000SF]	69.29	141.75	9,822
AM Peak Hour			N/A	N/A
PM Peak Hour			11.34	786

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Las Vegas Blvd.

Average Daily Traffic (ADT)	26,488
PM Peak Hour	2,119

(heaviest 60 minutes)

Oakey Blvd.

Average Daily Traffic (ADT)	5,901
PM Peak Hour	472

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Las Vegas Blvd.	34,500
Oakey Blvd.	27,600

This project will add approximately 5,331 trips per day on Las Vegas Blvd. and Oakey Blvd. Las Vegas is currently at about 77 percent of capacity and Oakey is currently at about 21 percent of capacity. After this expansion, Las Vegas is expected to be at about 92 percent of capacity and Oakey be at about 41 percent of capacity.

Based on Peak Hour use, this development will add roughly 427 additional cars into the area; which works out to about seven every minute.

Note that this report assumes all traffic from this development uses all named streets.



SDR-41038 - APPLICANT/OWNER: ARISTOTLE HOLDING, LP
1531 LAS VEGAS BOULEVARD SOUTH

03/03/11



SDR-41038 - APPLICANT/OWNER: ARISTOTLE HOLDING, LP
1531 LAS VEGAS BOULEVARD SOUTH

03/03/11



SDR-41038 - APPLICANT/OWNER: ARISTOTLE HOLDING, LP
1531 LAS VEGAS BOULEVARD SOUTH

03/03/11

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

April 12, 2011

City of Las Vegas
Planning & Development
333 North Rancho Drive
Las Vegas, Nevada 89106

Revised: Site Development Plan Review for a Sexually Oriented Business within the *South District* of the *Downtown Centennial Plan*.

Dear Sir/Madam;

Please consider this request to expand the existing Olympic Garden property by way of a Major Site Development Review. The property is in a C-2 zone and currently holds entitlements for a Sexually Oriented Business (SOB), Tavern and a parking deviation allows a minimum 75 parking spaces for the existing uses. This request exercises the recently approved ordinance TXT-39658 which allows for an expansion and alteration of a Sexually Oriented Business when it is located within in the Downtown Centennial Plan area. The applicant proposes removing the existing building previously approved at 31,679 square feet and constructing a new three story 69,680 SF building with an additional outdoor roof deck (8770 SF).

The floor plans indicate the new building the primary use of the building is an adult entertainment cabaret with ancillary uses including a tavern, beauty salon, 150 SF area massage treatment room and outdoor recreational area and spa. The revised design includes three stories of fully enclosed area . The fourth story has a 9,700 SF indoor day spa paired with the outdoor patio that includes a swimming pool and bar area. The fourth floor was designed to separate the outdoor recreational use from the existing residential to the east. This separation was done to mitigate noise and ensure privacy to residents of the John Park neighborhood. Accordingly, a 72 foot wide 14.5 foot high enclosed conditioned spa area is situated between the outdoor recreation area and the eastern wall of the building. The mass of this building will mitigate any sound originating from the outdoor recreational patio. Additionally, sound systems providing ambient music will be positioned to face Las Vegas Blvd to avoid disruption to the adjacent neighborhood. In addition to a solid eastern wall, the recreation areas is bound by 15 foot parapets to further moderate noise. Most important, the establishment shall comply with City of Las Vegas Health and Safety code 9.16.030 that outlines acceptable noise levels as measured 50 feet from the subject outdoor recreational facility.

Further consideration to the neighboring residential was integrated into the design. For example, although C-2 design guidelines and mixed use code allow for a minimum 70 foot building height. The design maximized the building height at 60 feet to maintain compatibility with the forms of the existing community. The 60 height guideline was established by the John S. Park Neighborhood Historic Commission. Also, creative approaches were integrated on the eastern elevation to avoid an unattractive monolithic wall while still providing privacy to abutting properties. Variations of color, combined with architectural pop-outs and the provision of frosted glass in lieu of transparent windows are applied to create visual interest while also protecting the privacy of adjacent property owners.

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SDR-41038
REVISED

The expansion of the tavern use shall be recognized in this review. Areas allowing on-premise consumption of alcohol (tavern) has increased from 31,679 SF to 47,507. This represents a 50% increase and is in conformance with 19.16.030 *Nonconforming Use of a Conforming Building.*

The site is located within the Downtown South District of the *Downtown Centennial Plan.* In this area the long term plan makes concessions to parking via the assumption that this area relies less on cars and more by taxi's, public transit and pedestrian traffic as compared to outlying neighborhoods. As such, Title 19 parking standards are not automatically applied (*see also Ordinance 6080*). Previous entitlements have established a minimum 75 parking spaces for the SOB property. The proposed site plan provides 163 on-premise spaces.

While not submitted as part of the current Site Plan Review, it should be noted that the applicant controls two parcels (162-03-202-002,003) located within 200 feet of the parcel that Olympic Gardens occupies. These parcels can accommodate 196 additional spaces. In the event the on-site spaces are not sufficient, a separate design review may be considered for the ancillary lot.

Design guidelines published in the *Downtown Centennial Plan – South District* were incorporated into the design for the streetscape, landscape and streetside building façade. The building design requests the following waivers of Architectural Design Standards

Waiver item 5.b of Architectural Design Standards requires an articulated roof line or cornice as a major feature. The Centennial Plan provides a sample illustration of art deco features surrounding doorways and columns. The design of Olympic Gardens is mindful of providing visual interest versus a monolithic building. It is for this reason that the rooflines of the building apply a step-back design feature that also represents an attractive building form. The façade allows large openings on the fourth level to provide views to roof-top trees and vegetative forms. The trees and open space provided meet the intent of the code by providing visual interest. Guardrails, beams and support columns are also visible. While the proposed techniques represent a different genre than the use of ornate cornice stones, the visual interest is equally attractive. Also, the understated features are better matched with the illuminated signage that is encouraged along the scenic by-way. Because this site is located on Las Vegas Blvd and represents the entrance to the downtown district, this distinct architectural style better represents the intent of the scenic corridor which is designed to celebrate Las Vegas' unique atmosphere and history. The proposed design that utilizes roof-top trees and rails is functional, matches the modern character of the building and can easily integrate attractive digital signage which is encouraged by the Byway guidelines. This style of architecture is therefore lends itself to the vision of this unique intersection as compared to a more common and classical form of architecture.

Waiver Item 5.d Arcades, awnings and canopies The face of the building on the second story reaches the ROW line. As a result, pedestrians are comfortably shaded along Las Vegas Boulevard and the shades and canopies are not needed. Also, the main entrance of this night club is accessed from the parking lot versus the street side. This configuration is preferable as it directs slowing vehicular traffic onto the site, and the location of the entrance is more discreet considering the adult nature of the building. The use of canopies, overhangs and entrances along Las Vegas Boulevard would disorient both traffic and pedestrians.

In lieu of doorways along the ROW the architect will provide graphics along the 1st story wall of the building to ensure visual interest within the streetscape.

SDR-41038
REVISED

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

Waiver item 5.g Architectural details should be carried on all sides of the building. This parcel shares a property line with a residential use. While the building facades adjacent to streets and parking lots have windows balconies and insets, the façade fronting the residential has a small (approx 1 foot) inset has smaller windows. On the third story the window are placed more than 5.5 feet above floor level and recessed to ensure patrons cannot look downward into neighboring properties. The entire wall of the fourth level is recessed and windows are placed more than two feet from the outside shell of the building. Again, this is to provide natural light inside the facility while ensuring that patrons cannot look downwards to neighboring properties. This is a conscious attempt by the applicant to ensure privacy of the adjacent neighborhood.

If you have additional concerns please phone me at 598-1408.

Very truly yours,

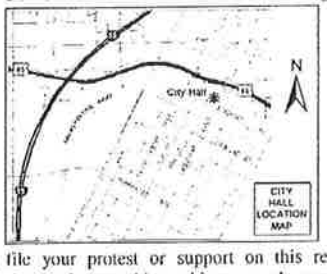
L Dreja

Lora Dreja
Land Entitlements
Law Offices of Jay Brown

SDR-41038
REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038
City Council Meeting of 6/15/2011

SIMKINS 1975 TRUST
%K & D SIMKINS
301 SIOUX CT
BOULDER CITY NV 89005-3027

APN#16203110088

2011 JUN -6 P 12:15

RECEIVED
CITY CLERK

89 DRDFN11 89005

06/06/2011 MON 10:06 [TX/RX NO 9541] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038
City Council Meeting of 6/15/2011

2011 JUN -9 P 1 E

MORNINGSTAR PAULA
1504 HOUSSELS AVE
LAS VEGAS NV 89104-1433

APN#16203212010

27 DRDFM11 89104

Application Information

SDR-41038 - APPLICANT/OWNER: ARISTOTLE HOLDING, LP - Request for a Site Development Plan Review FOR A PROPOSED 38,001 SQUARE-FOOT EXPANSION OF AN EXISTING 31,679 SQUARE-FOOT NONCONFORMING SEXUALLY ORIENTED BUSINESS WITH A PROPOSED 8,770 SQUARE-FOOT ROOF DECK, PARKING LOT MODIFICATIONS AND WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL DESIGN STANDARDS on 2.57 acres at 1531 Las Vegas Boulevard South (APNs 162-03-210-090 and 162-03-202-005), C-2 (General Commercial) Zone, Ward 3 (Reese).

NO PLEASE NO

No more smut business in this neighborhood. This would only be further decaying our struggling neighborhood.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***June 15, 2011***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

Noise issues are obvious, but additionally, there are sooo many school-age kids living directly behind this establishment. This is not appropriate.!!

SAVE OUR NEIGHBORHOOD! STOP SELLING IT OUT!

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038
City Council Meeting of 6/15/2011

2011 JUN -6 P 1:43
CITY CLERK

QUARMLEY 2001 TRUST
QUARMLEY SANDRA H TRS
551 BRACKEN AVE
LAS VEGAS NV 89104-1418

APN#16203213044

27 DRDFN11 89104

Application Information

SDR-41038 - APPLICANT/OWNER: ARISTOTLE HOLDING, LP - Request for a Site Development Plan Review FOR A PROPOSED 38,001 SQUARE-FOOT EXPANSION OF AN EXISTING 31,679 SQUARE-FOOT NONCONFORMING SEXUALLY ORIENTED BUSINESS WITH A PROPOSED 8,770 SQUARE-FOOT ROOF DECK, PARKING LOT MODIFICATIONS AND WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL DESIGN STANDARDS on 2.57 acres at 1531 Las Vegas Boulevard South (APNs 162-03-210-090 and 162-03-202-005), C-2 (General Commercial) Zone, Ward 3 (Reese).

Fifty Two Years in my home — Do we need this? No!! Ask Bob Coffin - he lives behind it too.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***June 15, 2011***
Time:	1:00 P.M.
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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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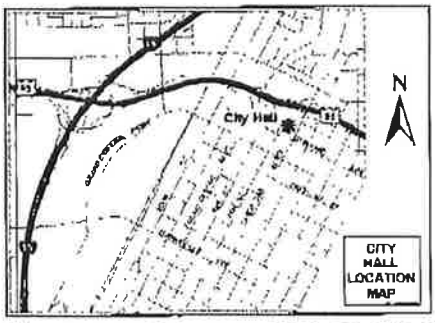

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038
City Council Meeting of 6/15/2011

2011 JUN -6 P 12:15

CITY CLERK

BARTSAS MARY 19 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#16203311002

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

May 24, 2011

City of Las Vegas
Department of Planning
333 N. Rancho Drive, Third Floor
Las Vegas, Nevada 89106

Re: SDR-41038 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: ARISTOTLE HOLDING, LP - Request for a Site Development Plan Review for a proposed 38,001 square-foot expansion of an existing 31,679 square-foot nonconforming sexually oriented business with a proposed 8,770 square-foot roof deck, parking lot modifications and waivers of downtown centennial plan architectural design standards on 2.57 acres at 1531 Las Vegas Boulevard South (APNs 162-03-210-090 and 162-03-202-005), C-2 (General Commercial) Zone, Ward 3 (Reese).

To Whom it May Concern:

This letter is to express my opposition to the open roof deck and location of mechanical equipment as shown on plans and elevations submitted with case number SDR-41038, scheduled to be heard at the June 15, 2011 meeting at the Las Vegas City Council. I am writing as a property owner in Ward 3. In the interest of full disclosure, I am an employee of the city of Las Vegas Department of Planning.

My home is located within the John S. Park neighborhood. The western boundary of my property is approximately 315 feet from the eastern boundary of the subject property.

My specific concern is the increased noise from music that will result from the proposed roof deck facing Las Vegas Boulevard and the mechanical equipment to be located on the east façade of the second, third and fourth floors of the building. The elevated locations of the mechanical equipment will result in noise being carried over the perimeter wall to adjacent homes. I strongly believe that my property value will be negatively impacted by these developments.

As an urban property owner, I expect a higher noise level than suburban neighborhoods; however, our neighborhood quiets down significantly during the evening hours, allowing residents to enjoy their backyards. I do not want to be forced to yell over club music or industrial air conditioning units while hosting a barbecue, or be kept awake by the base beat long into the night. I appreciate the applicant's commitment to eliminate the music at the outdoor pool area if it can be heard by the neighboring residents. Unfortunately, I have little faith that this will be honored after the applicant has invested considerable funds in new construction. If the project is approved as submitted I will inform my neighbors of this commitment and we will report elevated noise levels to Metro as necessary.

Thank you for your consideration in this matter.

Sincerely,

Courtney M. Mooney, AICP, CPM
1608 Houssels Avenue

RECEIVED
MAY 24 2011

Cc: Mayor Pro Tem Gary Reese, Ward Three Council Office

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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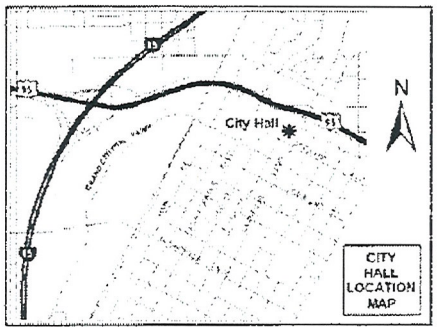
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request 4/29

Please use available blank space on card for your comments.

SDR-41038

Planning Commission Meeting of 5/10/2011

Case: SDR-41038
16203110088
SIMKINS 1975 TRUST
%K & D SIMKINS
301 SIOUX CT
BOULDER CITY NV 89005-3027

39 BRDFN11 89005

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MAY -2 2011

45P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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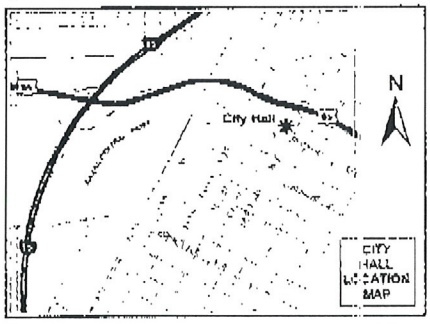

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-41038
Planning Commission Meeting of 5/10/2011

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MAY _ 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-41038

16203212005
VIVAS MARIA
1404 HOUSSELS AVE
LAS VEGAS NV 89104-1444

45P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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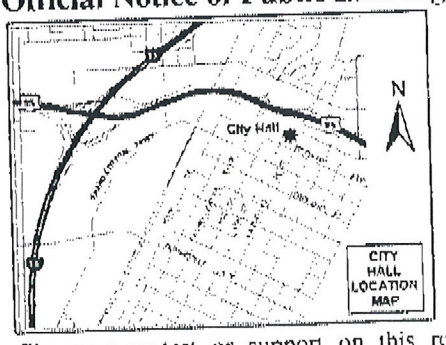

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MAY 2 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-41038

Planning Commission Meeting of 5/10/2011

Case: SDR-41038
16203210044
NELSON FAMILY TRUST
5030 ALTA CANYADA RD
LA CANADA CA 91011-1735

45P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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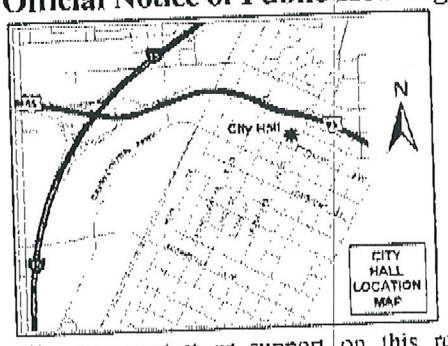

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038

Planning Commission Meeting of 5/10/2011

Case: SDR-41038

16203210042
NELSON FAMILY TRUST
5030 ALTA CANYADA
LA CANADA CA 91011-1735

45 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-41038

Planning Commission Meeting of 5/10/2011

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MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-41038

16203314007
SHERMAN GALILA YAEL ETAL
%E MAYNE
1900 REXFORD DR #1
LAS VEGAS NV 89104-2418

27 BRDFN1 1 89104

45 p

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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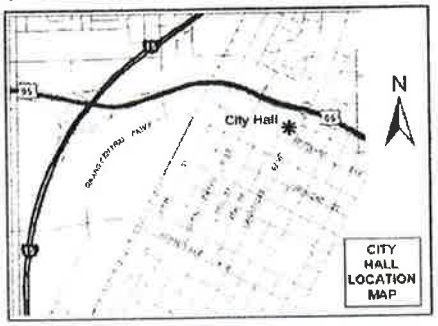

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-41038
Planning Commission Meeting of 5/10/2011

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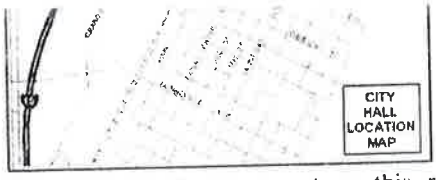
MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-41038
16203213044
QUARMLEY 2001 TRUST
551 BRACKEN AVE
LAS VEGAS NV 89104-1418

27 APR 11 89104



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SDR-41038
Planning Commission Meeting of 5/10/2011

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MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-41038
16203313007
SANTA PAULA APARTMENTS L L C
%R KOCH
5185 JAROM ST
LAS VEGAS NV 89120-1520

28 APR 11 89120

45
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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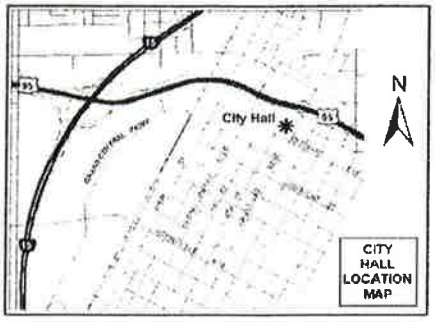

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MAY 3 2011

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038
Planning Commission Meeting of 5/10/2011

Case: SDR-41038
16203212010
MORNINGSTAR PAULA
1504 HOUSSELS AVE
LAS VEGAS NV 89104-1433

27 BRDFN11 89104

Application Information

SDR-41038 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: ARISTOTLE HOLDING, LP - Request for a Site Development Plan Review FOR A PROPOSED 38,001 SQUARE-FOOT EXPANSION OF AN EXISTING 31,679 SQUARE-FOOT NONCONFORMING SEXUALLY ORIENTED BUSINESS WITH A PROPOSED 8,770 SQUARE-FOOT ROOF DECK, PARKING LOT MODIFICATIONS AND WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL DESIGN STANDARDS on 2.57 acres at 1531 Las Vegas Boulevard South (APNs 162-03-210-090 and 162-03-202-005), C-2 (General Commercial) Zone, Ward 3 (Reese).

NOOOO!

Stop with this nonsense!!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*May 10, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

45P

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

→ Do something good for this neighborhood. PLEASE!!!

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FIRST CLASS

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MAILED FROM ZIP CODE 89101

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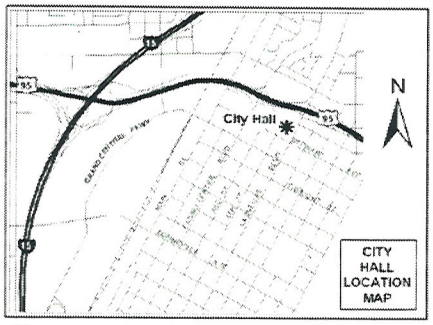

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038
Planning Commission Meeting of 5/10/2011

Case: SDR-41038

16203212016
MOONEY COURTNEY
1608 HOUSSELS AVE
LAS VEGAS NV 89104-1431

27 BRDFN11 89104

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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PITNEY BOWES
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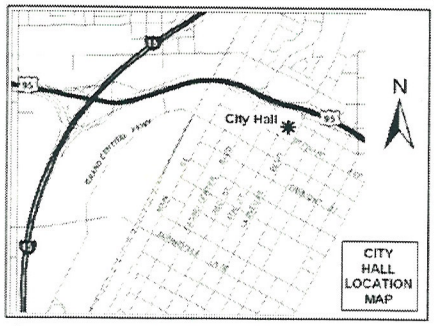
APR 28 2011
MAILED FROM ZIP CODE 89101

USA FIRST-CLASS FOREVER

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 17 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-41038

16203211025
MARTINEZ JAIME & MARIA
1322 REXFORD PL
LAS VEGAS NV 89104-1400

27 BRDFN11 89104

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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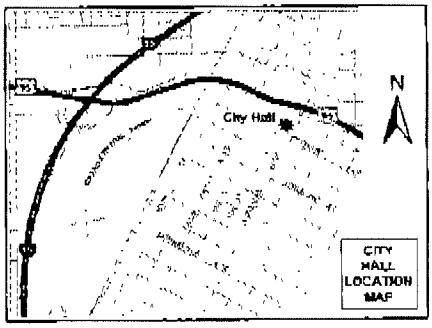

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Case: SDR-41038

16203311002
BARTSAS MARY 19 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038

Planning Commission Meeting of 5/10/2011

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

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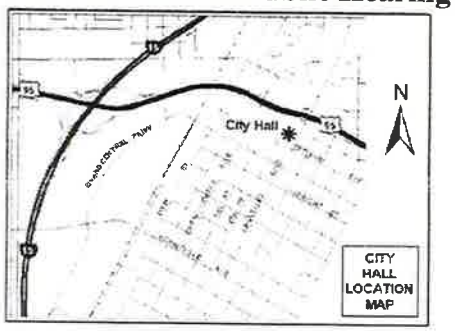
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41038

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-41038

16203314056
MCELMURRAY DANIEL W
555 ELLEN WY
LAS VEGAS NV 89104-2859

27 BRDFM11 89104

45A

City of Las Vegas Agenda Item No.: **119.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 15, 2011

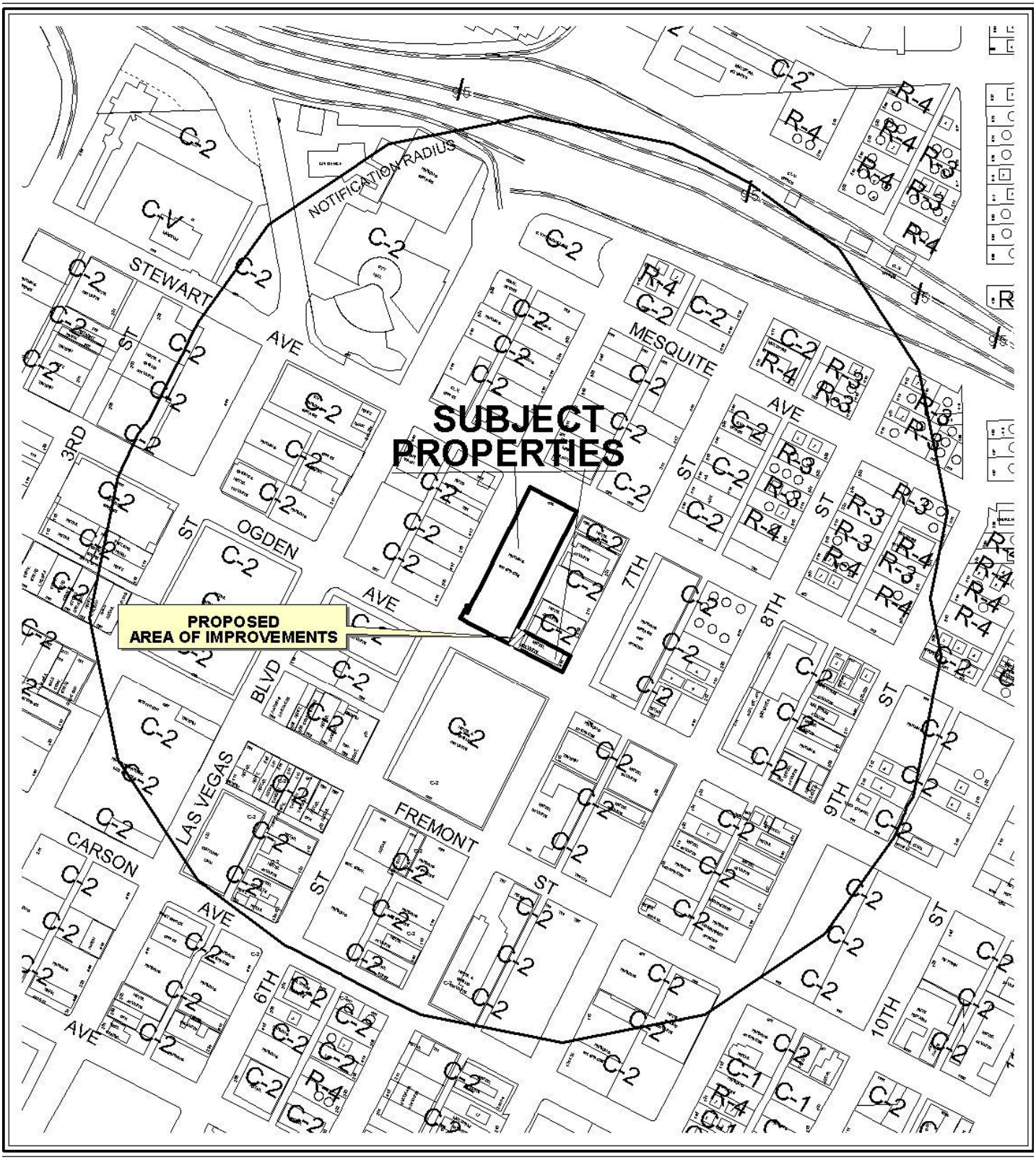
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-41257 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: IKE GAMING, INC. - Request for a Site Development Plan Review FOR THE ADDITION OF LANDSCAPING WITH ALLEY MODIFICATIONS AND A CORRESPONDING REQUEST TO ENCROACH INTO THE ADJACENT PUBLIC ALLEY on 1.46 acres at 201 North 7th Street and 608 Stewart Avenue (APNs 139-34-612-003 and 139-34-512-027), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter
6. Backup referenced from the May 10, 2011 Planning Commission Meeting Item SDR-41257



0 300 600 Feet

CASE: **SDR-41257**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-41257**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: IKE GAMING, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-41257	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-41257 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 05/27/11, except as amended by conditions herein.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

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.

Public Works

6. An encroachment for the gate, non-asphaltic surface, and any landscaping in the public right-of-way as shown on the approved Site Plan is hereby approved and staff is directed to process an encroachment application that is in conformance with this approved Site Plan. The installation and maintenance of all landscaping and private improvements in the public right-of-way shall be the responsibility of the adjacent property owners and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

7. The gate shall meet the requirements of the Fire Department as adopted with ordinance #6124 and clearly be labeled to both pedestrians and vehicles that ingress and egress is fully permitted and shall not be key coded or otherwise locked to the public.

8. Maintain drivable access to the existing sanitary sewer manhole located within the encroachment area.

9. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to enhance the area around the entrance to a hotel. The enhancements covered by this request include the addition of three landscape planters, two on the west side of the alley and one on the east side and a new screening wall for the mechanical equipment. Other enhancements proposed with this project are all located within the public alley right-of-way. These include the addition of colored stamped concrete and pavers and a decorative automatic shell frame and sheet metal gate. The gate will allow access to all vehicles and pedestrians. Staff recommends denial, as the project will provide the appearance of an alley that is closed to the public without being vacated.

ISSUE

- An Encroachment Agreement from Public Works to install a gate within the alley right-of-way is required.
- This alley has not been vacated, and will remain public right-of-way.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/18/08	The Planning & Development Department staff administratively approved Site Development Plan Review (SDR-24758) for exterior façade, landscape and streetscape improvements for 201 North 7th Street.
05/10/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 46/yk).

Most Recent Change of Ownership	
06/01/67	A deed was recorded for a change in ownership for 139-34-612-003.
11/21/86	A deed was recorded for a change in ownership for 139-34-512-027.

Related Building Permits/Business Licenses
No related permits are on file.

Pre-Application Meeting	
03/09/11	Staff reviewed the requirements for a Site Development Plan Review application with the applicant.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/31/11	Staff visited the site and found a clean, well maintained parking lot and motel.

Details of Application Request	
Site Area	
Net Acres (139-34-612-003)	.16
Net Acres (139-34-512-027)	1.29

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property 139-34-612-003	Hotel	C (Commercial)	C-2 (General Commercial)
North	Hotel	C (Commercial)	C-2 (General Commercial)
South	Hotel/Casino	C (Commercial)	C-2 (General Commercial)
East	Parking Garage	MXU (Mixed-Use)	C-2 (General Commercial)
West	Parking Lot	C (Commercial)	C-2 (General Commercial)

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property 139-34-512-027	Parking Lot	C (Commercial)	C-2 (General Commercial)
North	Maintenance Plant	MXU (Mixed-Use)	C-2 (General Commercial)
South	Hotel/Casino	C (Commercial)	C-2 (General Commercial)
East	Hotels	C (Commercial)	C-2 (General Commercial)
West	Auto Repair (Major) Undeveloped	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Live/Work Overlay District	X		N/A

Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Ogden Avenue	Secondary Collector	Master Plan of Streets and Highways	80	Y

ANALYSIS

This project is located in the Downtown Gateway District of the Downtown Centennial Plan. The Live/Work Overlay also covers the project area but is not impacted by the proposal. The project will also contribute to the Redevelopment Plan for the area.

The Las Vegas Valley Water District (LVVWD) reports that the existing 3/4' meters (4) and 2" meter has no backflow at 608 Stewart Avenue. Backflow prevention addition and/or retrofit may be required depending upon proposed landscape and existing fire protection. Civil plans will need to be submitted to LVVWD.

The Fire Department initially had concerns regarding the proposed gate on the alley. However, the applicant redesigned the gate to roll to the west onto their parking lot. When the gate is open, it provides for complete access to the entire nineteen-foot width of the alley. Although the 2009 International Fire Code § 503.2 & Appendix "L" with the Southern Nevada Fire Code Amendment#6124 requires all alleys to be a minimum of twenty feet in width, this alley is exempt as it was constructed prior to the code being adopted.

The Department of Public Works has concerns regarding the request for a Site Development Plan Review, as a gate across a public right-of-way, such as an alley, gives the impression that the area behind the gate is private property, and not open to the public. This may result in reduced access to other businesses served by this alley. Since the alley has not been vacated to date, this is not the case.

This project will improve the aesthetics around the hotel located on the north side of Ogden Avenue in downtown. The enhanced landscape and the addition of a screening wall to shield mechanical equipment from public view are welcome improvements. However, staff recommends denial of the project due to the concerns expressed by Public Works regarding the proposed gate.

FINDINGS (SDR-41257)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed renovation is aesthetically compatible with the adjacent development, but may result in reduced access to other businesses served by the alley as a result of the appearance of a gated access.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the General Plan, applicable Title 19 requirements, and the Downtown Centennial Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   No modifications are proposed to the existing driveway configuration on Ogden Avenue or the on-site circulation pattern.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed landscape materials are appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed minor elevation addition is compatible with the existing building and will enhance the appearance of the property.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed alley gate could create a hazard to the public health, safety and general welfare of the community due to the appearance of a closed alley.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 38

NOTICES MAILED 130 (By City Clerk)

APPROVALS 0

PROTESTS 0

YK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41257** APN: 13934612003 & 13934512027

Name of Property Owner: Alan J. Woody

Name of Applicant: IKE Gaming, Inc.

Name of Representative: Bruce A. Leslie

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: A J Woody

Print Name: Alan J. Woody

Subscribed and sworn before me

This 14th day of February, 2011

Notary Public in and for said County and State

LINDA C. BUTTON
Notary Public State of Nevada
No. 00-26336-1
My appt. exp. Mar. 5, 2012

RECEIVED
MAR 22 2011

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41257** APN: 13934612003 & 13934512027

Name of Property Owner: Michael J. Nolan

Name of Applicant: IKE Gaming, Inc.

Name of Representative: Bruce A. Leslie

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: Michael J. Nolan

Print Name: Michael J. Nolan

Subscribed and sworn before me

This 14th day of February, 2011

Notary Public in and for said County and State

...TON
...e of Nevada
...-26336-1
...p. exp. Mar. 5, 2012

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MAR 22 2011

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: encroachment agreement

Project Address (Location) alley adjacent to 201 N. 7th Street, Las Vegas, NV 89101

Project Name Cabana Suites **Proposed Use** pedestrian walkway

Assessor's Parcel #(s) 13934612003 & 13934512027 **Ward #** 5

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information this is a continuation of the street scape beautification by adding an upgraded pedestrian walkway

PROPERTY OWNER IKE Gaming, Inc. **Contact** Joe Woody / Mike Nolan

Address 600 E. Fremont Street **Phone:** 385-5200 **Fax:** 474-3604

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jwoody@elcortez.net / mnolan@elcortez.net

APPLICANT IKE Gaming, Inc. **Contact** Joe Woody / Mike Nolan

Address 600 E. Fremont Street **Phone:** 385-5200 **Fax:** 474-3604

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jwoody@elcortez.net / mnolan@elcortez.net

REPRESENTATIVE Bruce A. Leslie **Contact** _____

Address 3770 Howard Hughes Parkway, Suite 200 **Phone:** 678-5070 **Fax:** 878-9995

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address bleslie@armstrongteasdale.com

Property Owner Signature* Michael J Nolan

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Michael J Nolan

Subscribed and sworn before me

This 18th day of February, 20 11.

Linda C. Button

Notary Public in and for said County and State

LINDA C. BUTTON
Notary Public State of Nevada
No. 00-26336-1
My appt. exp. Mar. 5, 2012

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-41257
Meeting Date:	5/10/11 PC
Total Fee:	$1,030
Date Received:*	3/22/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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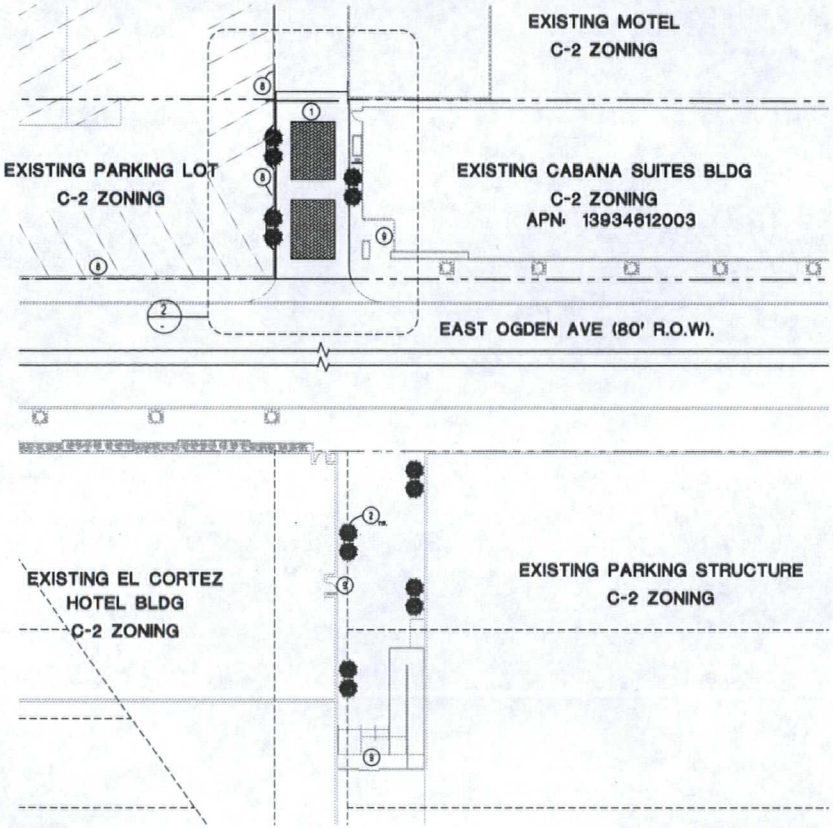
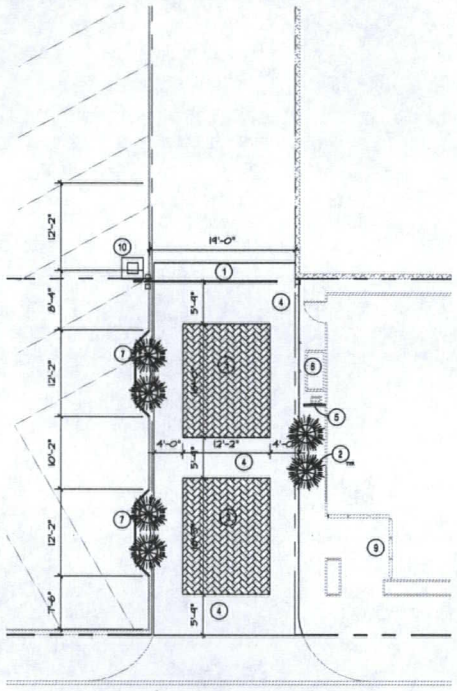
MAR 22 2011



1 SITE PLAN

SCALE: 1/16" = 1'-0"

NORTH



2 ENLARGED SITE PLAN

SCALE: 1/8" = 1'-0"

LANDSCAPE SCHEDULE

PLANT DESCRIPTION	SIZE	NUMBER	SPACING
WILLOW PITTOSPORUM	15 GAL.	14 EA	APPROX 24'

KEY NOTES

1. NEW AUTOMATIC ROLLING STEEL FRAME & SHEET METAL CLAD GATE - 19' WIDE OPENING TO MATCH EXISTING ALLEY WIDTH
2. NEW FREE STANDING PLANTER W/ TREE
3. NEW FIELD COLOR STAMPED CONCRETE OR PAVERS
4. NEW BORDER STAMPED CONCRETE OR PAVERS
5. NEW SCREEN WALL
6. EXISTING ELECTRICAL CABINET / EQUIP
7. MODIFY EXISTING FENCE TO ACCEPT PLANTER/GATE ARM
8. EXISTING FENCE
9. EXISTING BUILDING ENTRANCE
10. GATE OPERATOR

LEGAL DESCRIPTION

SEE ATTACHED SHEET

PARKING ANALYSIS

ALL PARKING IS EXISTING AND TO REMAIN AS IS

APPLICANT

EL CORTEZ HOTEL & CASINO
600 EAST FREMONT ST.
LAS VEGAS, NV 89101
(702) 647-9000
CONTACT: NICK LEVENTIS

NOTES

UNLESS SPECIFICALLY NOTED, ALL CONSTRUCTION IS EXISTING. MODIFICATIONS THAT ARE NEW CONSIST OF THE FOLLOWING

1. ADDITION OF NEW AUTOMATED GATE AT ALLEY WAY NORTH OF CABANA SUITES BUILDING
2. REPLACEMENT OF PAVING BETWEEN GATE AND DRIVEWAY APPROACH AT OGDEN AVE. WITH DECORATIVE PAVING.
3. INSTALLATION OF NEW SCREEN WALL TO MATCH GATES AT SOUTH END OF EXISTING ELECTRICAL CABINETS
4. MODIFICATION OF EXISTING METAL RAIL FENCE TO ACCEPT NEW PLANTERS AND NEW GATE OPERATORS.
5. PROVISION OF NEW PLANTERS AS SHOWN AT BOTH CABANA SUITES AND MAIN HOTEL ENTRANCE ACCROSS OGDEN AVE. TO PROVIDE SENSE OF CONNECTIVITY.

VICINITY MAP

NOT TO SCALE



NORTH

RECEIVED
APR 27 2011

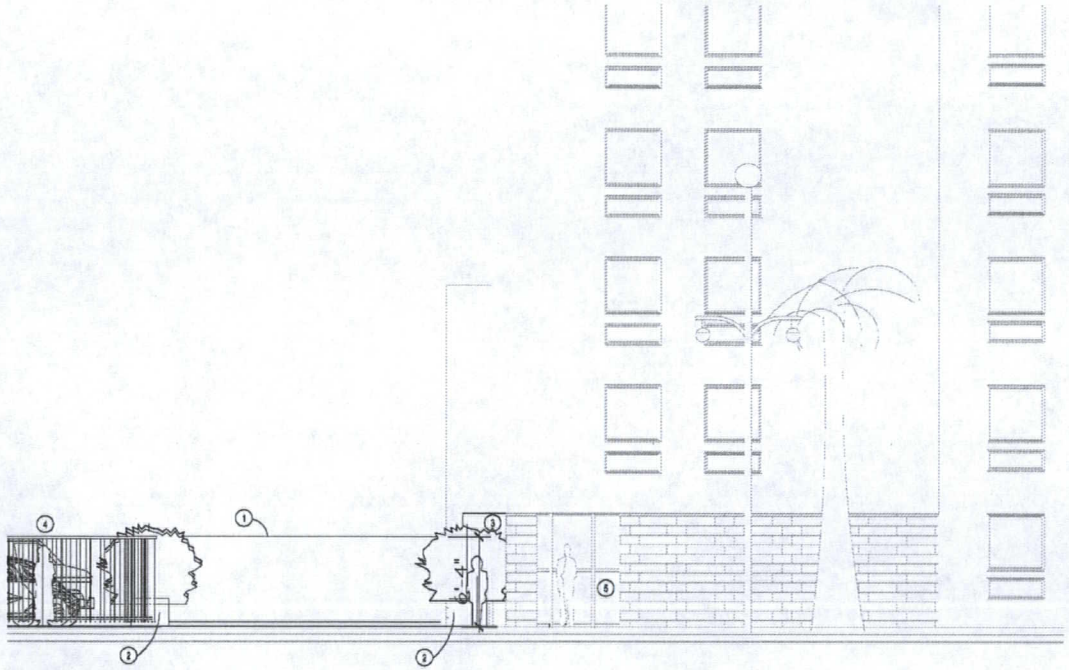
BURNETT HAASE
CONSTRUCTION

ALLEY GATE AND ENTRANCE AT EL CORTEZ CABANA SUITES

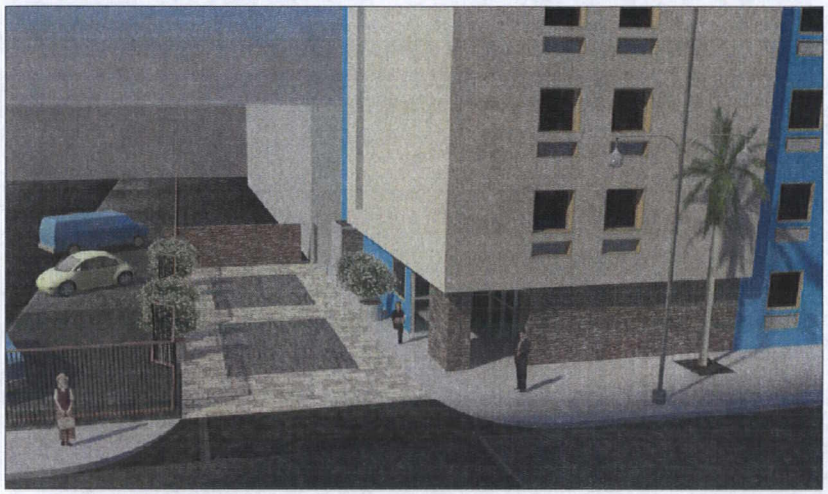
651 E. OGDEN AVE.
LAS VEGAS, NV
APN: 13934612003
REVISED APRIL 22, 2011

SITE PLAN AND LANDSCAPE PLAN
SHEET 1 OF 2

SDR-41257
REVISED



1 SOUTH ELEVATION
SCALE 1/4" = 1'-0"



2 RENDERED VIEW OF GATE / ALLEY
SCALE N/A

KEY NOTES

1. NEW AUTOMATIC ROLLING STEEL FRAME & SHEET METAL CLAD GATE - 19' WIDE OPENING TO MATCH EXISTING ALLEY WIDTH
2. NEW FREE STANDING PLANTER W/ TREE
3. NEW METAL SCREEN WALL
4. EXISTING FENCE
5. EXISTING BUILDING ENTRANCE

RECEIVED
APR 27 2011

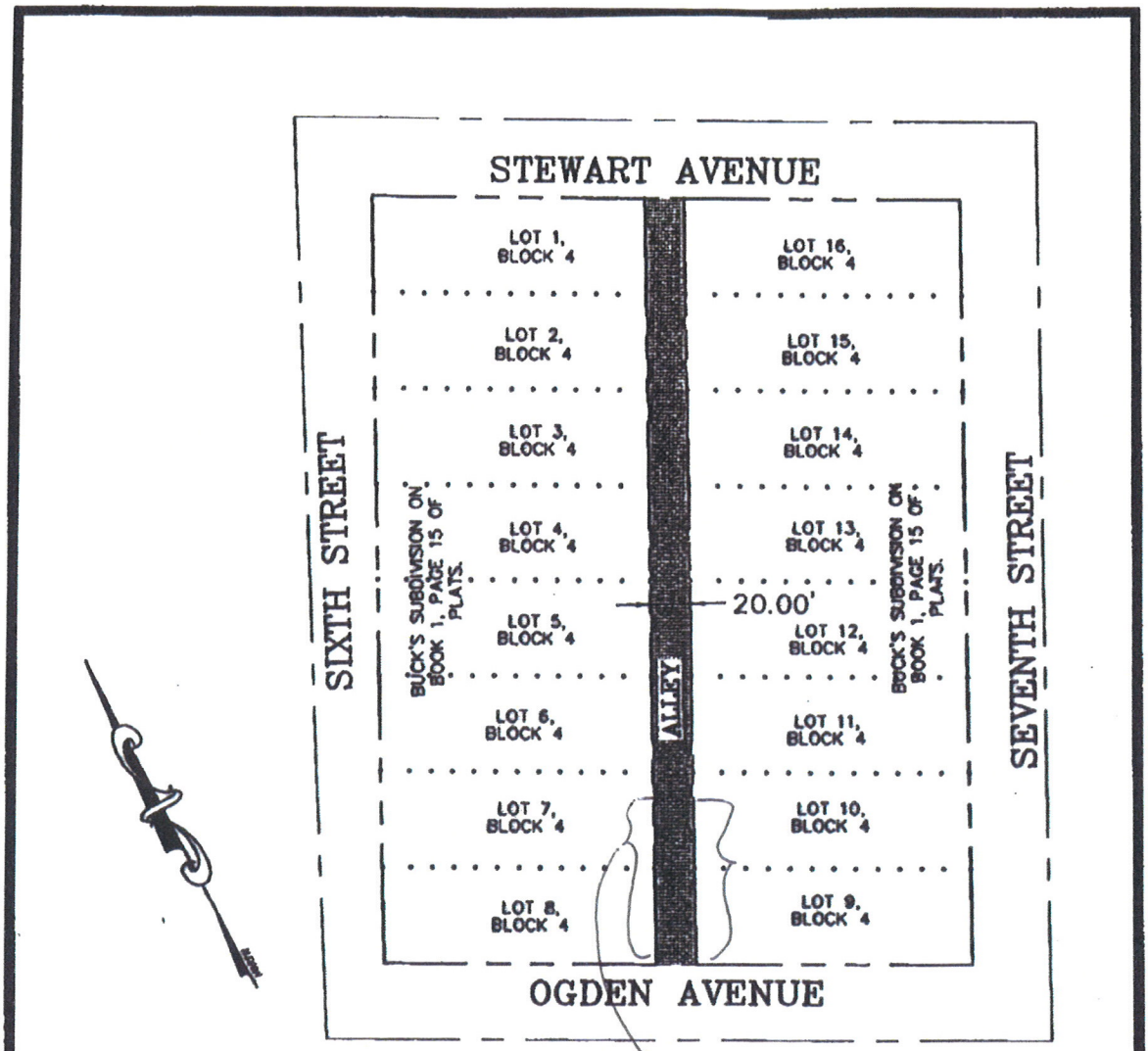
ALLEY GATE AND ENTRANCE AT EL CORTEZ CABANA SUITES

651 E. OGDEN AVE.
LAS VEGAS, NV
APN: 13934612003
REVISED APRIL 22, 2011

BURNETT HAASE
CONSTRUCTION

ELEVATION
SHEET 2 OF 2

SDR-41257
REVISED



LOCHSA SURVEYING
6345 S. JONES BLVD., STE 200
LAS VEGAS, NV. 89118
PHONE: (702) 365-9312
FAX: (702) 320-1769

SHT. 1 OF 1

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MAR 22 2011

SDR-41257



PAVEMENT FIELD



PAVEMENT BORDERS



GATE FINISH

ALLEY GATE AND ENTRANCE AT EL CORTEZ CABANA SUITES

651 E. OGDEN AVE.
LAS VEGAS, NV
APN: 13934612003
JANUARY 31, 2011

SDR-41257

RECEIVED
MAR 22 2011



SDR-41257 - APPLICANT/OWNER: IKE GAMING, INC.
201 NORTH 7TH STREET AND 608 STEWART AVENUE

03/31/11

Bruce A. Leslie, Chtd.
bleslie@armstrongteasdale.com

March 21, 2011

VIA HAND DELIVERY

City of Las Vegas
Attn: Planning and Development
333 North Rancho Drive
Las Vegas, NV 89106

RE: EL CORTEZ – OGDEN HOUSE ENCROACHMENT OF ALLEYWAY

To Whom it May Concern:

This office represents the applicant, IKE Gaming, Inc. f/k/a Exber, Inc., d/b/a El Cortez Hotel and Casino in the above-referenced matter. This application is for an encroachment of an alleyway. This encroachment is requested because some of the desired improvements and beautification items being constructed by the El Cortez on its adjacent properties encroach into, or are to, the alley. The entire project is designed to compliment the already completed renovation of the Ogden House, now rebranded Cabana Suites. The encroachment is necessary for the beautification of the streetscape. It will tie into any future expansion and development of the El Cortez adjacent parking lot. That parking lot participates in this beautification.

These improvements, which results in the encroachment, are viewed as the second step in the expansion process. The first step was the redevelopment of the Cabana Suites f/k/a the Ogden House. IKE Gaming spent Eight Million Dollars ($8M) completing this first phase of the project. This work consisted of an entire renovation of the interior and exterior of the Ogden House, and the re-branding of the property to Cabana Suites. The third step in the El Cortez redevelopment may be a pool and patio project built on the valet parking lot adjacent to the Cabana Suites.

The area for which applicant is seeking an encroachment is generally described as: approximately 20 feet in width x 75 feet in depth, measured from the curb, heading north from Ogden Street into the alleyway running between Stewart Street and Ogden Street, parallel to 6th and 7th Streets ("Encroachment Area"). That area is marked by hand on the attached assessor's parcel map, Attachment #1. It is also identified on the survey by LOCHSA SURVEYING, Attachment #2.

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Real Property Impacted by Proposed Encroachment. As a preliminary manner, there will be two uses of the alley: 1) the Encroachment Area running between the parcels owned by IKE Gaming on which the courtyard improvements beautifying the streetscape are constructed, and linking the two El Cortez parcels (APN 139-34-512-027 and 139-34-612-003) ("Courtyard"); and 2) the remainder of the alley, which is not improved and continues to be used as a public alleyway.

The unimproved portion of the alley is adjacent to parcels owned by S&J Group, Inc. (APN 139-34-512-029); Henry J PPTYS Las Vegas LLC (APN 139-34-512-028); JASSA Inc. (APN 139-34-612-001 and 002); Neighborhood Housing Services of Southern Nevada (APN 139-34-512-030); (collectively "Adjacent Landowners") and IKE Gaming (whose parcel abuts the entire western edge of the alley) (APN 139-34-512-027).

A. Courtyard. The Encroachment Area will be beautified by improvements to the alley and the two adjacent parcels, both owned by IKE Gaming (APN 139-34-512-027 and 139-34-612-003). We refer to its purpose and concept as the "Courtyard." A schematic drawing of the Proposed Improvement is attached hereto as Exhibit "A". The concept drawings for the Courtyard are enclosed as drawings Exhibit "B". Both indicate the nature of the improvements. Exhibit "C" displays the materials and finishes being used.

B. Unaffected Public Alleyway. With respect to the public alleyway which is not part of the improvement project, the eastern portion is abutted by property owned by the above-referenced Adjacent Landowners. The entire western side is owned by IKE Gaming.

To be clear, the visual barrier being built does not block access. This is not a closure of the alleyway.

C. Easements & Utilities. All existing utility easements remain in place. Given the existing intensive utility use of the alleyway, IKE Gaming previously dedicated a utility easement on its parcel APN 139-34-512-027 to facilitate expansion of the El Cortez Hotel and Casino and Cabana Suites. That dedication included IKE Gaming (at its expense) burying the power line in that newly dedicated underground easement. That dedication limits design choices for the gate.

We don't believe there are any street lights that need relocation or removal. One street light was relocated when the utilities were relocated underground as discussed above.

D. Adjacent Landowners. The Adjacent Landowners have been contacted on several occasions, most recently by certified mail, and verbal support has been received from 3 of the 4. We will seek letters of support, if necessary.

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E. Development Standards. At the present time IKE Gaming is not requesting any setbacks, utilities or other waivers with reference to the Courtyard, because no approvals for it are being requested. No parking study has been conducted because existing parking is not affected, and no additional parking needs are created by the encroachment.

F. Further Justification. The Cabana Suites renovation vastly improved the surrounding streetscape. Its "hip" designed room renovation is designed to attract a younger, different, more affluent clientele to the downtown. That appeal fails when a hotel guest steps out the front door and is confronted with a rundown alleyway, patched asphalt and potholes, visible unattended dumpsters, and scattered trash. Because of the guests' and El Cortez's security concerns related to the alley, the El Cortez has posted 24 hour security at the Cabana Suites. Turning the adjacent alleyway into the Courtyard will mitigate the security concerns, while creating a much more attractive streetscape and sense of "arrival". The Courtyard will also compliment the existing courtyard across Ogden at the El Cortez, and upgrade the visitor appeal to this portion of Ogden Street. (See Sheet 1 of the Burnett Haase site plan attachment).

G. Fees. Enclosed with this letter are two checks - $500, plus $500 for notification and advertising.

H. Application. In addition to the attachments and exhibits referred to herein, enclosed are: 1) City of Las Vegas Department of Planning Pre-Application Conference Notes; 2) Department of Planning Submittal Checklist (along with the plans referenced therein); 3) the Application/Petition Form with Statement(s) of Financial Interests from Michael J. Nolan and Alan J. Woody, the persons in charge of managing this project.

I. Grant Deeds. Attached as Exhibits "D" and "E" are copies of the vesting deeds for the IKE Gaming properties abutting the alleyway.

J. Encroachment Agreement. The El Cortez also attaches as Exhibit "F" to its application a proposed Encroachment Agreement that describes the improvements and commits the El Cortez to maintain and repair the improvements that encroach upon the alley. It provides for a bond to secure that performance. It gives the City the power to enforce and remove the improvements if they are not maintained.

K. Additional Materials Provided. Pursuant to the Site Development Plan Review Submittal Requirements the following are attached: 1) Site Plan (6 folded and 1 rolled); and 2) Building Elevations (1 folded and 1 rolled).

L. Council Hearing Requested. The El Cortez requests that this matter receive a full public hearing with the City Council at its June 15, 2011, meeting. The El Cortez also requests that the Encroachment Agreement be approved at that meeting.

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M. In Closing. The Courtyard will facilitate the revitalization and redevelopment of downtown Las Vegas. It creates a sense of arrival for vehicular and pedestrian users of Ogden Street, the visitors at the El Cortez, and for the guests at the newly renovated Cabana Suites f/k/a Ogden House. This type of pedestrian patio and passageway is needed to complete the Ogden streetscape vision created by the $8 million renovation of the Cabana Suites. It benefits the entire downtown.

Thank you for your consideration of this matter and please feel free to contact myself or Mike Nolan directly should you have any questions or concerns.

Sincerely,

Bruce A. Leslie, Chtd.

BAL/tsb

cc: Joe Woody (via email - jwoody@exber.net)
Mike Nolan (via email - mnolan@exber.net)
Alexandra Epstein (via email – aepstein@exber.net)

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MAR 22 2011

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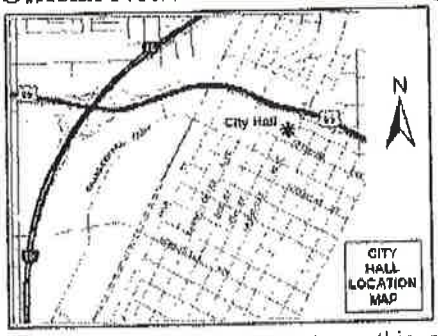
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41257

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

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Case: SDR-41257
13934512089
CATHOLIC CHARITIES SOUTHERN NV
1501 LAS VEGAS BLVD N
LAS VEGAS NV 89101-1120

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05/06/2011 11:43 7023840677 CATHOLIC CHARITIES PAGE 01/01

Bruce A. Leslie, Chtd.
bleslie@armstrongteasdale.com

May 9, 2011

VIA HAND DELIVERY

City of Las Vegas
Attn: Planning and Development
333 North Rancho Drive
Las Vegas, NV 89106

RE: EL CORTEZ – OGDEN HOUSE ENCROACHMENT OF ALLEYWAY
PRJ Permit # 41257
APN #s: 13934612003 & 13934512027

To Whom it May Concern:

This office represents the applicant, IKE Gaming, Inc. f/k/a Exber, Inc., d/b/a El Cortez Hotel and Casino in the above-referenced matter. In addition to our application filed with your office on March 21, 2011, we enclose the approvals of the adjacent land owners as follows: 1) Neighborhood Housing Services of Southern Nevada; 2) S & J Group, Inc.; and 3) J. Henry Properties Las Vegas LLC. Please add them to the application which is scheduled for a hearing with the Planning Commission tomorrow evening. We believe these letters address the concerns expressed by Public Works. We hope to have the Planning Commission approve this application.

Thank you for your consideration of this matter and please feel free to contact myself or Mike Nolan directly should you have any questions or concerns.

Sincerely,

Bruce A. Leslie, Chtd.

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BAL/tsb

cc: Joe Woody (via email - jwoody@exber.net)
Mike Nolan (via email - mnolan@exber.net)
Alexandra Epstein (via email – aepstein@exber.net)

HLe
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El Cortez Hotel and Casino

Sent via e-mail

December 10, 2010

Neighborhood Housing Services
of Southern Nevada
1849 Civic Center Drive
North Las Vegas, Nevada 89030-7131

139-34-512-030 (624 Stewart Ave., Las Vegas, NV 89101)

Re: El Cortez/Cabana Suites – Gate on South Side of Alley (City Encroachment Request)

To Whom it May Concern:

In follow-up to our previous correspondence regarding the alley vacation and now the encroachment application, we are writing to request your signature on the bottom of this letter so that we may show the City that you do not object to the proposed encroachment. I have provided an overview of our plans below and will be available by telephone if you would like to discuss any part of this request. My cell phone number is listed below.

In an effort to continue to improve the appearance of the downtown area, the El Cortez has requested approval from the City of Las Vegas to install a visually appealing gate to the south entrance of the alleyway that services the Cabana Suites property along with yours. The proposed gate includes a pad that automatically opens the gate for vehicular traffic traveling from the north to south. Vehicles and pedestrians wanting to travel through the alleyway to the north will either use a control button on the outside of the gate or wait for it to be activated by a full time security guard that works that area.

Representatives from the City of Las Vegas (City) have offered support for this installation under an Encroachment Agreement. The Encroachment Agreement reserves the right of the City to remove the gate if it is not maintained properly. The overall feeling is that a gate will be beneficial in reducing traffic and be pleasingly aesthetic to the area. That will help all landowners.

In supporting this project, the City would like to know that there is no objection to the Encroachment Agreement and installation of the gate by nearby landowners. The El Cortez is bearing all the cost of this project and seeks your signature indicating that you do not object to this project. Once we

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600 E. Fremont Street • Las Vegas, Nevada 89101-5614
P.O. Box 680 • Las Vegas Nevada 89125-0680
Ph: (702) 385-5200 • (800) 634-6703 • Fax: (702) 474-3650
www.elcortezhotelcasino.com

46 A

obtain your signature (below) and those of the other landowners, we will proceed through the process to get this gate installed as soon as possible.

Please contact either Joe Woody (702-355-1772) or Mike Nolan (702-203-4815) and they can answer any questions you might have. Your timely response is appreciated. Please sign and return this page to confirm your non-objection to this project.

Sincerely,

Joe Woody, CPA
Chief Financial Officer

cc: Mike Nolan

By signing below, Neighborhood Housing Services of Southern Nevada expresses that it does not object to the El Cortez application for an Encroachment Agreement and gate installation as described in the letter dated November 1, 2010 and resent on December 10, 2010.

Authorized Signer – Neighborhood Housing Services of Southern NV

Its: PRESIDENT / EXECUTIVE DIRECTOR

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El Cortez Hotel and Casino

Sent via e-mail

October 28, 2010

S & J Group, Inc.
c/o JASAA
1255 Corporate Center (#ph-10)
Monterey Park, CA 91754-7615

139-34-512-029 (221 N. 7th Street, Las Vegas, NV 89101)
139-34-612-001 (209 N. 7th Street, Las Vegas, NV 89101)
139-34-612-002 (206 N. 7th Street, Las Vegas, NV 89101)

Re: El Cortez/Cabana Suites – Gate on South Side of Alley (City Encroachment Request)

To Whom It May Concern:

In an effort to continue to improve the appearance of the downtown area, the El Cortez has requested approval from the City of Las Vegas to install a visually appealing gate to the south entrance of the alleyway that services the Cabana Suites property along with yours. The proposed gate includes a pad that automatically opens the gate for vehicular traffic traveling from the north to south. Vehicles and pedestrians wanting to travel through the alleyway to the north will either use a control button on the outside of the gate or wait for it to be activated by a full time security guard that works that area.

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In supporting this project, the City would like to know that there is no objection to the Encroachment Agreement and installation of the gate by nearby landowners. The El Cortez is bearing all the cost of this project and seeks your signature indicating that you do not object to this project. Once we obtain your signature (below) and those of the other landowners, we will proceed through the process to get this gate installed as soon as possible.

Please contact either Joe Woody (702-355-1772) or Mike Nolan (702-203-4815) and they can answer any questions you might have. Your timely response is appreciated. Please sign and return this page to confirm your non-objection to this project.

Sincerely,

Woody

Joe Woody, CPA
Chief Financial Officer

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cc: Mike Nolan

600 E. Fremont Street • Las Vegas, Nevada 89101-5614
P.O. Box 680 • Las Vegas Nevada 89125-0680
Ph: (702) 385-5200 • (800) 634-6703 • Fax: (702) 474-3650
www.elcortezhotelcasino.com

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By signing below, S & J Group, Inc. expresses that it does not object to the El Cortez application for an Encroachment Agreement and gate installation as described in the letter dated October 28, 2010.

Surjit Singh

S & J Group, Inc.

Surjit Singh

Its: Owner

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El Cortez Hotel and Casino

Sent via e-mail

November 1, 2010

J Henry Properties Las Vegas LLC
c/o Rebel McClenney
P.O. Box 55777
Little Rock, AR 72215-5777

139-34-512-028 (211 N. 7th Street, Las Vegas, NV 89101)

Re: El Cortez/Cabana Suites – Gate on South Side of Alley (City Encroachment Request)

To Whom it May Concern:

In follow-up to our recent correspondence regarding the alley encroachment, we are writing to request your signature on the bottom of this letter so that we may show the City that you do not object to the proposed encroachment. I have provided an overview of our plans below and will be available by telephone if you would like to discuss any part of this request. My cell phone number is listed below.

In an effort to continue to improve the appearance of the downtown area, the El Cortez has requested approval from the City of Las Vegas to install a visually appealing gate to the south entrance of the alleyway that services the Cabana Suites property along with yours. The proposed gate includes a pad that automatically opens the gate for vehicular traffic traveling from the north to south. Vehicles and pedestrians wanting to travel through the alleyway to the north will either use a control button on the outside of the gate or wait for it to be activated by a full time security guard that works that area.

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Please contact either Joe Woody (702-355-1772) or Mike Nolan (702-203-4815) and they can answer any questions you might have. Your timely response is appreciated. Please sign and return this page to confirm your non-objection to this project.

Sincerely,

Joe Woody, CPA
Chief Financial Officer

cc: Mike Nolan

By signing below, J Henry Properties Las Vegas LLC expresses that it does not object to the El Cortez application for an Encroachment Agreement and gate installation as described in the letter dated November 1, 2010.

J Henry Properties Las Vegas LLC

J Henry Properties Las Vegas, LLC
by: Alonzo D. Williams SR. MD

Its: Sole Member

State of Arkansas
County of Pulaski

Acknowledged May 9, 2011.

Notary Public

WANDA J. MCCORKLE
NOTARY PUBLIC
PULASKI COUNTY, ARKANSAS
COMMISSION # 12374313
MY COMM. EXPIRES 12-15-2019

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City of Las Vegas Agenda Item No.: **120.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2011

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 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.: **122.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 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