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.

July 6, 2011

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – REVEREND CYNDI DELONG, CENTER FOR SPIRITUAL LIVING
4. PLEDGE OF ALLEGIANCE
5. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – MAYOR; COUNCILMAN, WARD 3; MUNICIPAL COURT JUDGE, DEPARTMENT 2; AND MUNICIPAL COURT JUDGE, DEPARTMENT 3
6. RECOGNITION OF THE CITIZEN OF THE MONTH
7. RECOGNITION OF THE EMPLOYEE OF THE YEAR
8. RECOGNITION OF COLLECTOR CAR APPRECIATION DAY

DRAFT

BUSINESS ITEMS - MORNING

9. 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

10. Approval of the Final Minutes by reference of the regular City Council meeting of June 1, 2011

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

11. Approval to augment the Fiscal Year 2011 operating budget for the City's nonprofit Office District Parking I, Inc., ($86,831.60 - Existing Office District Parking I, Inc., fund balance) - Ward 5 (Barlow)

12. Approval of Fiscal Year 2012 Budget for the City's nonprofit City Parkway IV A, Inc., ($42,300 - Existing City Parkway IV A, Inc., fund balance) - Ward 5 (Barlow)

13. Approval of Fiscal Year 2012 Budget for the City's nonprofit City Parkway V, Inc., ($1,366,450 - Existing City Parkway V, Inc., fund balance) - Ward 5 (Barlow)

14. Approval of Fiscal Year 2012 Budget for the City's nonprofit Office District Parking I, Inc., ($10,000 - Existing Office District Parking I, Inc., fund balance) - Ward 5 (Barlow)

15. Approval of Fiscal Year 2012 Budget for the City's nonprofit 400 Stewart Avenue Corporation ($13,000 - City Parkway IV A, Inc., contribution) - Ward 5 (Barlow)

DETENTION & ENFORCEMENT - CONSENT

16. Approval of Interlocal Contract for Inmate Housing between the City of Las Vegas and the County of Clark providing alternative housing at the Las Vegas jail facility for pretrial detainees and sentenced misdemeanants in the custody of the Clark County Sheriff at the Clark County Detention Center- Ward 3 (Reese)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

17. Approval of Final Agreement to allocate $2,500,000 in Community Development Block Grant (CDBG) construction funds for construction costs for the Legal Aid Center of Southern Nevada located at 800 South 8th Street - Ward 3 (Reese)

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

19. Approval of award of Modification No. 1 to Contract No. 110002-PH, Fremont East Promotional Activities - Office of Economic and Urban Development - Award recommended to: FREMONT EAST DOWNTOWN ENTERTAINMENT DISTRICT OWNERS CORPORATION ($78,000 - City of Las Vegas Special Improvement District Administration Special Revenue Fund) - Ward 5 (Barlow)

20. Approval of award of Agreement No. 110202-LD, Blanket Services Agreement for Design and Construction Management - Department of Public Works - Award recommended to: GREELEY AND HANSEN, LLC (Not-to-Exceed $500,000 - Various Funds)

DRAFT

21. Approval of award of Agreement No. 110216-LD, Prime Design Agreement for Stewart/Ogden Streetscape Enhancements - Department of Public Works - Award recommended to: KIMLEY-HORN & ASSOCIATES ($157,875 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

22. Approval of award of Agreement No. 110197-DC, Blanket Services Agreement for Construction Management Services for various projects related to the City's Capital Improvement program - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($500,000 - Various Funds)

HUMAN RESOURCES - CONSENT

23. Approval of the City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for Fiscal Year 2012 with AON Risk Services, Inc. ($263,485 - Self Insurance Liability Trust Fund)

24. Approval of the City's Excess Workers' Compensation Insurance coverage for Fiscal Year 2012 with AON Risk Services, Inc. ($395,252 – Workers' Compensation Self Insurance Trust Fund)

OPERATIONS AND MAINTENANCE - CONSENT

25. Approval of Amendment III to the License Agreement between the City of Las Vegas and New Cingular Wireless PCS, LLC for the wireless communications system located at 333 North Rancho Drive, known as the Development Services Center ($1,200 additional revenue per month) - Ward 5 (Barlow)

26. Approval of a Settlement Agreement between the City of Las Vegas and Bank of America (BOA) Nevada for the Decatur Boulevard Rehabilitation Project located at the southwest corner of Decatur Boulevard and Charleston Boulevard, APN 162-06-111-002 - Ward 1 (Tarkanian)

27. Approval of a Quit Claim Deed from the City of Las Vegas, a Municipal Corporation to Exber, Inc., for a portion of a vacated alley located between Sixth Street and Seventh Street north of Stewart Avenue, APN (139-34-501-011) – Ward 5 (Barlow)

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

28. Approval of a Memorandum of Understanding between the City of Las Vegas and the Legal Aid Center of Southern Nevada, Inc. (LACSN) for the purpose of providing the option period terms related to the co-location of the Senior Citizen Law Project within the new LACSN facility located at 721 East Charleston Boulevard - Ward 3 (Reese)

PLANNING - BUSINESS SERVICES CONSENT

29. Approval of an extension of a Temporary Supper Club License, Bravo Brio Restaurant Group, Inc., dba Brio Tuscan Grille, 420 South Rampart Boulevard, Suite 180, James O'Connor, Secy, Treas, CFO; Saed Mohseni, Pres, Dir, CEO; and Brian O'Malley, COO - Ward 2 (Wolfson)

30. Approval of a new Urban Lounge License, Casa Don Juan, LLC, dba Casa Don Juan, 1204 South Main Street, Maria Gil, Mmbr, 100% jointly with spouse and Raul Gil, Mmbr, 100% jointly with spouse - Ward 3 (Reese)

31. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Casa Don Juan, LLC, dba Casa Don Juan, 1204 South Main Street, Maria Gil, Mmbr, 100% jointly with spouse and Raul Gil, Mmbr, 100% jointly with spouse - Ward 3 (Reese)

32. Approval of an extension of a Temporary Tavern Limited License, Insert Coins LLC, dba Insert Coin(s), 512 Fremont Street, Stefano Sinicropi, Managing Mmbr; Bonaventure Ngu, Managing Mmbr; and Christopher Laport, Mgr - Ward 5 (Barlow)

33. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership and a Change of Business Name, From: Andres Lopez, dba El Parian Restaurant, To: Reyna Hernandez Quintero, dba La Tradicion, 4371 Stewart Avenue, Reyna Quintero, Owner, 100% - Ward 3 (Reese)

34. Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership, From: Rancho Oasis, L.P., A Nevada Limited Partnership, To: Petro Rancho Oasis LLC, dba Rancho Oasis Car Wash, 2901 North Rancho Drive, Wagih Kamar, Managing Mmbr, 51% and Maurice Messih, Managing Mmbr, 49% - Ward 5 (Barlow)

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35. Approval of an extension of a Temporary Tavern License for a Change of Ownership and a Change of Business Name, From: Chef's Pantry Ltd., dba Chef's Pantry Cafe, To: Sun City Summerlin Community Association, Inc., dba Summit Restaurant, 2215 Thomas W Ryan Boulevard, Joseph Kelly, Operations Mgr - Ward 4 (Anthony)

36. Approval of an extension of a Temporary Tavern License, Sun City Summerlin Community Association, Inc., dba Tavern at the Falls, 10201 Sun City Boulevard, Joseph Kelly, Operations Mgr - Ward 4 (Anthony)

37. Approval of an extension of a Temporary Alcoholic Beverage Caterer License, Sun City Summerlin Community Association, Inc., dba Tavern at the Falls, 10201 Sun City Boulevard, Joseph Kelly, Operations Mgr - Ward 4 (Anthony)

38. Approval of an extension of a Temporary Tavern License, Sun City Summerlin Community Association, Inc., dba Vista Grille, 9201 Del Webb Boulevard, Joseph Kelly, Operations Mgr - Ward 4 (Anthony)

39. Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Cardenas, 4700 Meadows Lane, Bruce Familian, Mgr, Mmbr, 65% and Jon Athey, Mmbr, 35% - Ward 1 (Tarkanian)

40. Approval of an extension of a Temporary Locksmith License, Repo Renovators, LLC, dba Repo Renovators, 3432 North Bruce Street, Suite 9, Jared Marshall, Mgr and Jennifer Marshall, Mgr - North Las Vegas

41. Approval of a Change of Business Name for a Pistol Permit, a Pawnbroker License, an Auto Pawnbroker License, and a Class II Secondhand Dealer License, BESD, Inc., dba From: Pioneer Loan & Jewelry, To: Pioneer Buy and Sell, 520 North Eastern Avenue, Suite 150, Bill Drobkin, Secy, Treas, 50% and Erminia Drobkin, Pres, 50% - Ward 3 (Reese)

42. Approval of an extension of a Temporary Psychic Arts and Science License, Dorothy Williams, dba Psychic Room, 1750 South Rainbow Boulevard, Suite 9, Dorothy Williams, Owner, 100% - Ward 1 (Tarkanian)

43. Approval of an extension of a Temporary Psychic Arts and Science License, Debra Phillips, dba Psychic Reader, 1750 South Rainbow Boulevard, Suite 9, Dorothy Williams, Owner, 100% - Ward 1 (Tarkanian)

44. Approval of an extension of a Temporary Class II Secondhand Dealer License, NCMR, LLC, dba Trading Labels, 8450 West Sahara Avenue, Suite 115, Natasha Charlesworth, Mgr, 50% and Marlina Reveles, Mgr, 50% - Ward 2 (Wolfson)

PUBLIC WORKS - CONSENT

45. Approval of Supplemental Interlocal Contract No. 6 – 537f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to June 30, 2013 for Cliff Shadows, Buckskin to Lone Mountain Road – Ward 4 (Anthony)

46. Approval of Fourth Supplemental Interlocal Contract LAS09W08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Oakey Drain, Birch Street to Cahlan Drive – Ward 1 (Tarkanian)

47. Approval of Fourth Supplemental Interlocal Contract LAS22B05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Jones Boulevard, Elkhorn Road to Farm Road – Ward 6 (Ross)

48. Approval of Fourth Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road) – Ward 6 (Ross)

49. Approval of Fourth Supplemental Interlocal Contract LAS22H07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Elkhorn Road, Rainbow Boulevard to Torrey Pines Drive – Ward 6 (Ross)

50. Approval of Fourth Supplemental Interlocal Contract LLD05A08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Local Drainage Improvements in Jones Boulevard – Alta to Borden Storm Drain – Ward 1 (Tarkanian)

DRAFT

51. Approval of Third Supplemental Interlocal Contract LAS22J08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Jones Boulevard, Elkhorn Road to Farm Road – Ward 6 (Ross)

52. Approval of Entity Advanced Funding Interlocal Contract LAS28B11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for construction of the Oakey Drain – Cahlan to Barnard – Ward 1 (Tarkanian)

53. Approval of an Interlocal Agreement with the Las Vegas Valley Water District for water service at the 500 South Main Street Garage located at 500 South Main Street, APN 139-34-201-023 ($147,505 - City Facilities Capital Project Fund [CPF]) - Ward 5 (Barlow)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

54. Report concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2011 Local Solicitation, Catalog of Federal Domestic Assistance (CFDA) #16.738 for funding to support all components of the criminal justice system – All Wards

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

55. Discussion and possible action regarding a Supplemental Interlocal Contract For Funding Facilities For Las Vegas Metropolitan Police Department Metroplex between County of Clark, a political subdivision of the State of Nevada, and the City of Las Vegas, a municipal corporation of the State of Nevada, to pay 60 percent of the City of Las Vegas Redevelopment Agency's share of annual paid real estate taxes for Metroplex to County of Clark for the lease and operating expenses of Metroplex (APN 139-33-202-009) - Ward 5 (Barlow)

PLANNING - BUSINESS SERVICES DISCUSSION

56. ABEYANCE ITEM - 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

57. Discussion and possible action regarding a Six Month Review of a Package License, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Solar Shoshani, Ptnr, 50% and Thamer Jarjees, Ptnr, 50% - Ward 5 (Barlow)

58. Discussion and possible action regarding an Appeal of Work Card Denial for Carri Ann Campbell, db at Red Rock Chevron, 8500 West Charleston Boulevard - Ward 2 (Wolfson)

RESOLUTIONS - DISCUSSION

59. R-30-2011 - Discussion and possible action regarding a Resolution finding the Office Lease Agreement between the City of Las Vegas and Barrister Global Services Network, Inc., located within a portion of the fourth floor of the Development Services Center, 333 North Rancho Drive, is in the best interest of the public (APN 139-29-801-006) - Ward 5 (Barlow)

BOARDS & COMMISSIONS - DISCUSSION

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

61. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

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RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

62. 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

63. 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

64. 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

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

65. Bill No. 2011-28 – Updates the City's regulations pertaining to mobile food vendors to conform to other applicable regulations regarding the operational limitations for such vendors. Proposed by: Flinn Fagg, Director of Planning

66. Bill No. 2011-29 – Updates Chapter 6.06 of the Municipal Code relating to privileged licenses. Proposed by: Flinn Fagg, Director of Planning

67. Bill No. 2011-30 – Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City. Proposed by: Bradford R. Jerbic, City Attorney

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

68. 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

69. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 104 Joyce Way in the amount of $3,013 (General Fund) and assess a maximum of $39,550 in daily civil penalties. PROPERTY OWNER: JOSE & ESMERALDA ZAMORA - Ward 1 (Tarkanian)

70. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance of vacant lot located behind Glen Landing Avenue (APN 125-27-819-092) in the amount of $3,795.35 (General Fund) and assess a maximum of $57,550 in daily civil penalties. PROPERTY OWNER: RES-NV SD LLC - Ward 6 (Ross)

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PLANNING

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

PLANNING - CONSENT

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

71. EOT-41793 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: EARL JACOBSON - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20149) FOR A PROPOSED 11,110 SQUARE-FOOT OFFICE BUILDING on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN 162-03-801-135), O (Office) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

72. EOT-41794 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: EARL JACOBSON - Request for an Extension of Time of a previously approved Variance (VAR-20152) TO ALLOW A TWO-STORY, 35-FOOT HIGH OFFICE BUILDING 15 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN 162-03-801-135), O (Office) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

73. EOT-41823 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: KB HOME NEVADA, INC. - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-21091) FOR A PROPOSED THREE-STORY, 492-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 20.9 acres at the southeast corner of Egan Crest Drive and Grand Teton Drive (APN 126-13-501-022), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

74. EOT-41832 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: A&M LAKE MEAD, LLC - Request for a Minor Site Development Plan Review of a previously approved Special Use Permit (SUP-37566) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

75. EOT-41833 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37605) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

76. EOT-41839 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Variance (VAR-35754) TO ALLOW 19 PARKING SPACES WHERE 26 PARKING SPACES ARE REQUIRED FOR A PROPOSED GOVERNMENT FACILITY (FIRE STATION) on 1.45 acres at 4551 East Bonanza Road (140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

77. EOT-41841 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-35751) FOR A PROPOSED 7,600 SQUARE-FOOT GOVERNMENT FACILITY (FIRE STATION) WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ALONG ARTERIAL STREETS ONE HUNDRED FEET AND WIDER (BONANZA ROAD) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

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78. EOT-41928 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: SE PARTNERS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20957) FOR A PROPOSED NINE-LOT ADDITION TO AN EXISTING MOBILE/MANUFACTURED HOME PARK within a portion of 0.98 acres at 1200 North Lamb Boulevard (APN 140-30-601-003), R-MHP (Residential Mobile/Manufactured Home Park) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PLANNING - DISCUSSION

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

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

81. VAR-41321 - ABEYANCE ITEM - 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.

82. EOT-41940 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT: NEVADA RESTAURANT SERVICES, INC. - OWNER: DECATUR MEADOWS SHOPPING CENTER - Request for an Extension of Time FOR A NON-CONFORMING TAVERN at 310 South Decatur Boulevard (APN 138-36-601-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

83. ROC-41851 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WEINGARTEN REALTY INVESTORS - OWNER: DECATUR 215, LLC - Request for a Review of Condition of a previously approved Site Development Plan Review (SDR-22582) TO DELETE CONDITION #5 THAT REQUIRED 24-HOUR SECURITY ON-SITE at 6101-6371 North Decatur Boulevard (APN 125-25-614-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross). Staff recommends DENIAL.

84. ROC-41902 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: VEGAS EXPRESS GAS MART #2, LLC - OWNER: PACPROP SERVICE, LLC - Request for a Review of Condition of a previously approved Special Use Permit (SUP-36779) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF SINGLE BEERS, MALT BEVERAGES, OR WINE COOLERS OF ANY SIZE WITH ALCOHOL BY VOLUME GREATER THAN 6% SHALL BE PRHIBITED. THE SALE OF WINES WITH AN ALCOHOL BY VOLUME OF GREATER THAN 16% SHALL BE PROHIBITED" at 4401 East Bonanza Road (APN 140-32-101-014), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL.

SET DATE

85. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

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CITIZENS PARTICIPATION

86. 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

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

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

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

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

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

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

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

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

SUBJECT:
INVOCATION – REVEREND CYNDI DELONG, CENTER FOR SPIRITUAL LIVING

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

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

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: 5.

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:
OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – MAYOR; COUNCILMAN, WARD 3; MUNICIPAL COURT JUDGE, DEPARTMENT 2; AND MUNICIPAL COURT JUDGE, DEPARTMENT 3

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE YEAR

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF COLLECTOR CAR APPRECIATION DAY

City of Las Vegas

Agenda Item No.: **9.**

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

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

SUBJECT:
BUSINESS ITEMS:

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

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

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

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of June 1, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval to augment the Fiscal Year 2011 operating budget for the City's nonprofit Office District Parking I, Inc., ($86,831.60 - Existing Office District Parking I, Inc., fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $86,831.60
Funding Source: Existing Office District Parking I, Inc., fund balance
Dept./Division: Economic and Urban Development/ED

PURPOSE/BACKGROUND:
The Office District Parking I, Inc., board of directors approved the fiscal year 2011 budget augmentation at their board meeting on June 14, 2011. The funds are to pay for a share of the environmental legal and consulting expense from the litigation between City Parkway V, Inc., City Parkway IV A, Inc., Office District Parking I, Inc. and Union Pacific Railroad.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval of Fiscal Year 2012 Budget for the City's nonprofit City Parkway IV A, Inc., ($42,300 - Existing City Parkway IV A, Inc., fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $42,300
Funding Source: Existing City Parkway IV A, Inc., fund balance
Dept./Division: Economic and Urban Development/ED

PURPOSE/BACKGROUND:
The City Parkway IV A, Inc., board of directors has approved the $42,300 budget for fiscal year 2012. This budget primarily reflects planned expenditures related to the legal, consulting, insurance and auditing fees. The source of funds will be from the existing City Parkway IV A, Inc., fund balance.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
City Parkway IV A, Inc. Fiscal Year 2012 Budget

City Parkway IV A, Inc. Fiscal Year 2012 Budget		
Architect & Engineering	$	500
Legal	$	15,000
Consulting	$	3,000
Insurance (Env. / Gen.)	$	5,000
Association Fees (Maint.)	$	-
Accounting & Audits	$	2,000
Supplies	$	3,800
400 Stewart Avenue Corporation	$	13,000
Total:		**$ 42,300**

Source of Funds: Existing City Parkway IV A, Inc. fund balance

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval of Fiscal Year 2012 Budget for the City's nonprofit City Parkway V, Inc., ($1,366,450 - Existing City Parkway V, Inc., fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $1,366,450
Funding Source: Existing City Parkway V, Inc., fund balance
Dept./Division: Economic and Urban Development/ED

PURPOSE/BACKGROUND:
The City Parkway V, Inc., board of directors has approved the $1,366,450 budget for fiscal year 2012. This budget primarily reflects planned expenditures related to the legal, consulting, insurance and auditing fees. The source of funds will be from the existing City Parkway V, Inc., fund balance.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
City Parkway V, Inc. Fiscal Year 2012 Budget

City Parkway V, Inc. Fiscal Year 2012 Budget		
Insurance Budget	$	15,000
Accounting and Audits Budget	$	5,000
Consulting Budget	$	66,450
Architect & Engineering Budget	$	50,000
Supplies Budget	$	3,000
Landscape Maintenance	$	100,000
Legal Budget	$	387,000
Association Fees Budget	$	40,000
Sales and Marketing Budget	$	300,000
CLV Redevelopment Agency	$	400,000
Total:	**$**	**1,366,450**

Source of Funds: Existing City Parkway V, Inc. fund balance

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval of Fiscal Year 2012 Budget for the City's nonprofit Office District Parking I, Inc., ($10,000 - Existing Office District Parking I, Inc., fund balance) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $10,000
Funding Source: Existing Office District Parking I, Inc., fund balance
Dept./Division: Economic and Urban Development/ED

PURPOSE/BACKGROUND:
The Office District Parking I, Inc., board of directors has approved the $10,000 budget for fiscal year 2012. This budget primarily reflects planned expenditures related to the legal and insurance fees. The source of funds will be from the existing Office District Parking I, Inc., fund balance.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Office District Parking I, Inc. Fiscal Year 2012 Budget

Office District Parking I, Inc. Fiscal Year 2012 Budget	
Legal	$ 5,000
Insurance	$ 5,000
Total:	**10,000**

Source of Funds: Existing Office District Parking I, Inc. fund balance*

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval of Fiscal Year 2012 Budget for the City's nonprofit 400 Stewart Avenue Corporation ($13,000 - City Parkway IV A, Inc., contribution) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $13,000
Funding Source: City Parkway IV A, Inc., Contribution
Dept./Division: Economic and Urban Development/ED

PURPOSE/BACKGROUND:
The 400 Stewart Avenue Corporation board of directors has approved the $13,000 budget for fiscal year 2012. This budget primarily reflects planned expenditures related to the legal, consulting, insurance and auditing fees. The source of funds will be a contribution from City Parkway IV A, Inc.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
400 Stewart Avenue Corporation Fiscal Year 2012 Budget

400 Stewart Avenue Corporation Fiscal Year 2012 Budget		
Legal	$	5,000
Consulting	$	500
Insurance (Env. / Gen.)	$	5,000
Association Fees (Maint.)	$	-
Accounting & Audits	$	2,000
Supplies	$	500
Total:		**$ 13,000**

Source of Funds: City Parkway IV A, Inc. contribution

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: DETENTION AND ENFORCEMENT
DIRECTOR: MICHELE FREEMAN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Interlocal Contract for Inmate Housing between the City of Las Vegas and the County of Clark providing alternative housing at the Las Vegas jail facility for pretrial detainees and sentenced misdemeanants in the custody of the Clark County Sheriff at the Clark County Detention Center- Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas has agreed with Clark County to provide alternative housing at the City Detention facility at 3300 Stewart Avenue, Las Vegas, Nevada, for pretrial detainees and sentenced misdemeanants in the custody of the Clark County Sheriff at the Clark County Detention Center.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Interlocal Contract for Inmate Housing

INTERLOCAL CONTRACT FOR INMATE HOUSING

THIS CONTRACT, made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "CLARK COUNTY:"

WITNESSETH

WHEREAS, CLARK COUNTY is in need of additional jail facilities for detention of some of its inmate population; and

WHEREAS, CITY is willing and able to provide inmate housing services to CLARK COUNTY; and

WHEREAS, it is the desire of CLARK COUNTY and CITY that this Contract be entered into in accordance with NRS 277.180;

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

1. SCOPE OF CONTRACT

The purpose of this Contract is to provide CLARK COUNTY with alternative housing at CITY jail facility for pretrial detainees and sentenced misdemeanants in the custody of the Clark County Sheriff at the Clark County Detention Center.

2. GENERAL DUTIES OF THE PARTIES

A. CITY agrees to accept at its jail facility and provide for the secure custody, care and safekeeping of CLARK COUNTY inmates in accordance with Federal, State, and local laws, and those Court Orders, which are, or may subsequently become, applicable to the operation of the City of Las Vegas Detention Center.

B. CITY agrees to provide such inmates with a health care delivery system conforming with industrial standards and equivalent to the usual and customary health care provided to inmates at the Clark County Detention Center.

C. CITY agrees to notify CLARK COUNTY by the next business day after the occurrence of any emergency medical care requiring the removal of an inmate housed under this contract from the City of Las Vegas Detention Facility. CITY shall remain responsible for all costs associated with medical care provided to inmates incarcerated under this contract while in the physical custody of the CITY. If a CLARK COUNTY inmate must be taken off premises to receive medical treatment, CITY will provide transportation to and from the treatment site under emergency conditions, but CLARK COUNTY remains responsible for the costs of any medical care administered off premises. Further, if medical treatment requires admission of a CLARK COUNTY inmate into a hospital, CLARK COUNTY will provide any security personnel required to guard the inmate during the hospital stay in addition to the transportation back to the detention facility.

D. Each of the parties hereto agrees to promptly provide the medical staff of the other party such medical documentation and other medical information as may be available to ensure the inmate's medical well-being and care.

E. CLARK COUNTY reserves the right to inspect housing areas and review pertinent documentation relating to housing and other inmate services provided to inmates housed under this Contract.

F. CLARK COUNTY inmates will be transferred to the City of Las Vegas Detention Facility in their personal clothing with all their personal property.

3. PAYMENT BY CLARK COUNTY

A. CLARK COUNTY shall pay CITY for the sum of one hundred five dollars and forty-three cents ($105.43) per day for each inmate housed in the City of Las Vegas Detention Facility pursuant to this Contract, including the day of initial booking into the City of Las Vegas Detention Facility and excluding the day of release. From the start of this contract until June 30, 2011, the rate will be One Hundred Three Dollars and seventy-four cents ($103.74) per day for each inmate housed in the City of Las Vegas Detention Facility.

B. The annual increase in compensation on July 1, 2012, and each subsequent July 1st that this Agreement is in force, will be calculated using the Department of Labor's Consumer Price Index for All Urban Consumers, U.S. City Average, not seasonally adjusted, for the preceding year (i.e. the increase which will take effect July 1, 2012 will be calculated using the Department of Labor's Consumer Price Index for All Urban Consumers, U.S. City Average, not seasonally adjusted, from January 1, 2012 through January 1, 2013). The resultant percentage increase shall be multiplied by the current daily rate.

C. CITY shall bill CLARK COUNTY for services provided on a monthly basis. Monthly billing shall list each inmate charged to CLARK COUNTY the specific dates each inmate was housed in the City of Las Vegas Detention Facility, and the total days each inmate is being charged. The bill shall also show the total days to be reimbursed (the sum of all inmates' total days), the rate per day, and the total amount billed.

D. CLARK COUNTY shall provide CITY payment for each invoice within thirty days (30) after receipt of invoice. If any disputes arise out of the billing process, the undisputed portion of the bill shall be paid as provided in this section pending resolution of the dispute.

4. TRANSPORTATION AND RELEASE OF INMATES

A. CITY will provide transportation of CLARK COUNTY inmates to and from locations for necessary medical care as provided in Section 2.

B. CLARK COUNTY will provide any and all transportation of inmates to and from CITY's facility, and for court and related appearances.

C. CLARK COUNTY will notify CITY when an inmate is scheduled to be released and CITY will release pursuant to its procedures.

5. INMATE REGULATIONS

All inmates housed under this Contract are required to abide by all lawful regulations established by the CITY Jail Superintendent and are subject to visitation hours established by the CITY Jail Superintendent. Inmates will be given all rights and privileges afforded to any other inmates held by the CITY.

6. INDEMNIFICATION

Up to the tort caps set forth in NRS Chapter 41:

A. CLARK COUNTY will indemnify and hold CITY harmless against any and all claims, demands, lawsuits for damages, or injunctive relief alleging that a CLARK COUNTY inmate held in the City of Las Vegas Detention Facility was unlawfully in the custody of CLARK COUNTY, any claims arising out of medical care received outside the City of Las Vegas Detention Facility which are the financial responsibility of CLARK COUNTY, any claim arising out of the transportation

provided by CLARK COUNTY pursuant to this Contract, any claims that an inmate should not have been released when such release was authorized by CLARK COUNTY, and any other claims by an inmate other than those set forth below for which CITY agrees to indemnify CLARK COUNTY.

B. CITY will indemnify and hold CLARK COUNTY harmless against any and all claims, demands, and lawsuits for damages, or injunctive relief alleging that the conditions of confinement, including medical care at the City of Las Vegas Detention Facility, are violative of an inmate's constitutional rights or alleging that the damage or need for injunctive relief arose out of the negligence of willful misconduct of an employee, officer, or agent of the CITY other than with respect with the items identified in the previous paragraph.

7. TERMS OF CONTRACT

A. The terms of this Contract shall be for three (3) years, commencing on May 1, 2011, through April 30, 2014 and includes the option to renew the Contract for up to two (2), one-year periods. Both parties may agree to temporarily extend this CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The contract pricing at the time of extension shall remain in effect through the contract extension period.

B. After the first year of this Contract, either party may request Section 3 (Payment by CLARK COUNTY) of this Contract to be opened to negotiation by providing the other party hereto written notice by November 30th so that any negotiated change can be included in the next fiscal year's budget. Either party may terminate this Contract by providing the other party hereto thirty (30) days written notice.

8. NOTICES

Any notice concerning the provisions of medical care on an inmate shall be provided to:

CLARK COUNTY:
Deputy Chief of Detention
Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101

CITY:
Chief Officer, Public Safety
City of Las Vegas Detention Center
3300 E Stewart Avenue
Las Vegas, Nevada 89101

All other notices and invoices shall be made by U.S. Mail, postage prepaid, or by hand delivery and directed to the appropriate party as follows:

CLARK COUNTY:
Deputy Chief of Detention
Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101

CITY:
Chief Officer, Public Safety
City of Las Vegas Detention Center
3300 E Stewart Avenue
Las Vegas, Nevada 89101

If the Contract points identified in this section change, written notification shall be provided.

9. NO INTENT TO BENEFIT NON-PARTIES

The covenants contained herein are for the sole benefit of the parties hereto and neither party to this Contract intends to benefit any person who is not specifically named as a party herein to assume any specific duty to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

10. INTERPRETATION, MODIFICATION, AND ASSIGNMENT

This Contract shall be interpreted under the laws of the State of Nevada. No modifications, including price adjustments, shall be effective unless in writing and executed by the duly authorized representatives of the parties hereto.

The parties hereto acknowledge they have entered into this Contract based, in part, upon the particular skill, abilities, and reputation of the other party hereto. Accordingly, no rights or responsibilities under this Contract may be assigned without prior written consent of the other party hereto.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year written below:

CITY OF LAS VEGAS

By:_____ Date:_____
OSCAR GOODMAN
Mayor

CLARK COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

By:_____ Date:_____
SUSAN BRAGER
Chair

ACKNOWLEDGED:
LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: _____ Date: _____
DOUGLAS GILLESPIE
Sheriff

APPROVED AS TO FORM:
JAMES B. LEWIS
Deputy City Attorney

By:_____ Date: 6/9/11

APPROVED AS TO FORM:
DAVID ROGER
District Attorney

By:_____ Date:_____
ELIZABETH VIBERT
Deputy District Attorney

ATTEST:

By: _____ Date: _____
BEVERLY BRIDGES
City Clerk

ATTEST:

By: _____ Date:_____
DIANA ALBA
County Clerk

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Final Agreement to allocate $2,500,000 in Community Development Block Grant (CDBG) construction funds for construction costs for the Legal Aid Center of Southern Nevada located at 800 South 8th Street - Ward 3 (Reese)

Fiscal Impact

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

Amount: $2,500,000
Funding Source: CDBG
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
Legal Aid Center of Southern Nevada provides vitally needed legal assistance to abused and neglected children, victims of domestic violence, and other low income individuals who are losing their home, cars or life savings as a result of fraud. On March 2, 2011, Item Number 15, the City Council approved the allocation of $2,500,000 in CDBG funds to assist Legal Aid in leveraging County CDBG funds, as well as other private funds for the construction of a new facility that will serve the community for decades to come. The Council was informed that the Final Agreement would be placed on a future City Council agenda to obtain the Mayor's signature on the Final Agreement.

RECOMMENDATION:
Staff recommends that the City Council approve the Final Agreement for CDBG funding for the construction and costs and authorizes the Mayor to sign the Final Agreement, which has been approved by the City Attorney and signed by the Legal Aid Center of Southern Nevada's Executive Director.

BACKUP DOCUMENTATION:
Community Development Block Grant Agreement

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
LEGAL AID CENTER OF SOUTHERN NEVADA

(CDBG Construction Grant)

THIS AGREEMENT is made and entered into this 2nd day of March, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and Legal Aid Center of Southern Nevada (the "Subrecipient"), a Nevada nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary business office is located at 800 S. 8th Street, Las Vegas, Nevada.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant Program (the "CDBG Program") under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those projects or programs which it has determined will meet one or more of the National Objectives defined in 24 CFR 570.208, and which are eligible for funding under the CDBG Program; and

WHEREAS, the Subrecipient has submitted a request to the City for funding under the CDBG Program of the Project more fully described below; and

WHEREAS, after reviewing the request, the City has determined that the Project qualifies for funding under the CDBG Program because it will be used to meet one or more of the three broad National Objectives defined in 24 CFR 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

SECTION I GRANT OF CDBG FUNDS

Subject to the conditions and requirements set forth in this Agreement, the City agrees to provide a grant of CDBG funds to the Subrecipient in an amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000)(the "CDBG Funds"), which is to be used solely for purposes of the Project. The Project is described in the Project Description and Requirements, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City to the Subrecipient shall not exceed the amount of CDBG Funds set forth herein, unless the City has agreed to amend this Agreement.

The CDBG Funds are to use to reimburse the Subrecipient for Project eligible expenses incurred in connection with construction of the Project. The Project eligible expenses are set forth in the Project Budget, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement. The Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Project.

SECTION II SUBRECIPIENT RESPONSIBILITIES

In consideration of the grant of the CDBG Funds set forth in Section I above, the Subrecipient agrees to construct the Project, which will be used for the purpose of providing legal assistance to low-income individuals for the Period of Compliance set forth in the Project Description and Requirements. The Subrecipient agrees that the Project as constructed will comply with the concept drawing shown in the Project Rendering, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. In constructing the Project, the Subrecipient agrees to comply with the rules and regulations enacted by HUD for the CDBG Program, the requirements of the City's CDBG Program Manual and the requirements set forth in this Agreement.

SECTION III TERM OF AGREEMENT

This Agreement shall commence with the execution by the City (which date shall be inserted into the first paragraph above) and shall continue in force and effect until expiration of the Period of Compliance set forth in the Project Description and Requirements. The Subrecipient agrees to submit all of the Project eligible expenses by the following deadline, to wit: Sixty (60) days after the receiving the Certificate of Occupancy for the Project from the City. The Project eligible expenses incurred by the Subrecipient before commencement of this Agreement, or after the aforementioned submission deadline, are not entitled to reimbursement under this Agreement, unless approved in writing by the Director of the Economic and Urban Development Department. Any costs incurred prior to the execution of this Agreement which is submitted for reimbursement by the City must comply with the requirements of 24 CFR 570.200(h)(1)(i-vi).

The Subrecipient agrees that the Project shall proceed according to the timelines set forth in the Schedule of Performance, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement, and to complete the Project on or before December 31, 2012, unless an extension in writing has been granted by the Director of the Department of Economic and Urban Development.

SECTION IV CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS.

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual prepared by the Neighborhood Development Division of the Department of Economic and Urban Development, a copy of

which the Subrecipient hereby acknowledges possession thereof. The Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to construct the Project. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws including, without limitation, compliance with federal and state prevailing wage rates as may be applicable to the Project. The failure to abide by any of the above may result in forfeiture of all or a portion of the CDBG Funds provided to the Subrecipient under this Agreement.

B. SUBRECIPIENT ACTING AS INDEPENDENT CONTRACTOR

The Subrecipient has requested financial support from the City to enable it to construct the Project which will be used by the Subrecipient to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the Project, or the services contemplated herein, except for providing financial support and determining if the Subrecipient is in compliance with the requirements of this Agreement. In any and all events, the Subrecipient is acting as an independent contractor, and the construction of the Project, and the services contemplated herein provided by the Subrecipient, shall be rendered at the time, in the manner and under the circumstances determined solely and exclusively by the Subrecipient, subject only to review by the Director of the Department of Economic and Urban Development of the City, or the Director's designee, to assure continuing eligibility to receive the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include the payment of reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this provision.

D. ON-SITE MONITORING AND AUDIT OF RECORDS

The Project funded under this Agreement will be subject to on-site monitoring by duly authorized representatives of the City including, without limitation, City-contracted independent auditors, representatives of HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Project. The representatives may, on occasion, interview Project employees who volunteer to be interviewed by the City representatives.

The Subrecipient shall allow duly authorized representatives from the City to conduct such reviews, audits, and on-site monitoring of the Project as deemed appropriate in order to determine the following:

1. Whether the Project is being operated in a manner consistent with the Consolidated Plan approved by HUD;
2. Whether the national and primary objectives of the CDBG Program are being achieved by the Project;
3. Whether the Project is being operated in a reasonably efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the CDBG Program;
5. Whether the financial operations of the Project are being conducted properly;
6. Whether the periodic reports to the City concerning the Project contain accurate and reliable information; and
7. Whether all of the activities of the Project are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. MAINTENANCE OF RECORDS

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement according to the requirements of HUD, the City, and in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

F. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to permit the City or its designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning the Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City or its designated representative(s) finds that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records pertaining to the

Program, including the performance records that may be required by relevant directives from the funding sources of the City.

G. INSURANCE

1. Required Coverage. The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met.

2. Certificates of Insurance. The City, its officers and employees, shall be named as an additional insured party, under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the insurance carrier. The certificate, and any endorsements, is to be signed by a person authorized by that insurer and licensed by the State of Nevada.

3. Insurance Company Rating. The 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 adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A-VII" or higher.

4. Deductible. 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.

5. Notice of Cancellation. The Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

6. Lapse of Insurance. If the Subrecipient fails to carry the insurance required herein, the City shall have the option, without any obligation to do so, to (i) declare a material breach of this Agreement (ii) purchase replacement insurance and charge the costs thereof to the Subrecipient, or (iii) pay the premiums that are due under the existing policies in order that such policies may be maintained.

7. Primary Coverage. The insurance policies required herein shall be the primary coverage with respect to the City, its officer or employees. Any other insurance coverage available to the City, its officers and employees, shall be considered coverage in excess to that required of the Subrecipient, and shall not contribute with it.

H. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS, and any required IRS Form 1099 may be obtained from the IRS website.

I. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

J. AGREEMENT REVISIONS

Any change in the Project as described in the Project Description and Requirements must be in accordance with the CDBG Program rules and regulations, and made by a written amendment to this Agreement, which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if the change involves an increase in the CDBG Funds of $25,000 or more, or (ii) by the Director of the Department of Economic and Urban Development, or the Director's designee, if the change only involves an increase in the CDBG Funds in an amount less than $25,000. In addition, the Director of Economic and Urban Development Department is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such change to this Agreement must not jeopardize the CDBG Program funding to the City.

K. GROUNDBREAKING/GRAND OPENING EVENTS

The Subrecipient agrees to be responsible for all costs incurred for groundbreaking and grand opening ceremonies for the Project. In addition, the Subrecipient agrees to coordinate any ceremonial events concerning the Project with the City including, without limitation, review and approval of the date selected for the groundbreaking, the invitations,

the invitation list, the press release, and the program for the groundbreaking. The City will be responsible for scheduling the event with City-elected officials.

L. AGREEMENT TO DEVELOPMENT CONDITIONS

The Subrecipient agrees to comply with any and all development conditions imposed or established by the City Council, the City Planning Commission, the City Board of Zoning Adjustment, and by the City Planning Department, as may be stated in the Project Description and Requirements. If necessary, the City reserves the right to amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

SECTION V FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

2. Proceeds from the disposition of equipment purchased with CDBG funds;

3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;

4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and

6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Project shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City, Program Income may be retained by Subrecipient provided that written notification is given by the Economic and Urban Development Director and that the income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

The Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that the Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) EXECUTIVE ORDER 11063 (24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602), AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the

Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and the Davis Bacon Act also apply to federally funded projects, and contractors or subcontractors performing construction work on the Project shall be paid wages at rates not less than those prevailing on similar construction projects in the locality determined by the Secretary of Labor in accordance with the requirements of the Davis-Bacon Act, as amended.

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING (24 CFR 570.606)

The Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT (24 CFR 570.608)

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS (24 CFR 570.609)

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)

The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions." Such audits shall be conducted annually. The Subrecipient shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements," implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" or the related CDBG provisions.

12. CONFLICT OF INTEREST (24 CFR 570.611)

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-

profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and title vi provisions as a condition of receiving federal funds. The failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI of the Civil Rights Act involving protections to persons based upon national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving the CDBG Funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City the CDBG Funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient 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 contract, the making of any federal grant, the making 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.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (herein "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of ADA as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements

with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations." This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003. The Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds conduct an OMB A-133 audit.

Any agency that expends between $200,000 and $499,999, inclusive, in federal funds will be required to have a CPA Audited Financial Statement submitted to the CITY. The funds expended may be from one or multiple federal sources.

If the Subrecipient falls under the requirements of OMB A-133 Auditing Rules, the Subrecipient must submit a full and complete copy of such audits to the Neighborhood Development Division of the Department of Economic and Urban Development. The Subrecipient is responsible for ensuring that such audits are completed in a proper and timely manner. The failure to submit a copy of the A-133 Audit as required herein will render the Subrecipient as non-compliant, and no funds may be drawn until the Neighborhood Development Division has received and reviewed the copy of the audit. The Subrecipient is directed to the CDBG Program Manual for further guidance on the requirements of this Section.

J. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget OMB Circular A-87, "Cost Principles of State and Local Governments", and OMB Circular "A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations", the following shall apply:

1. Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2. Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3. Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. The Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4. When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that the Subrecipient uses such funds for the exclusive benefit of the Program.

5. Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the National Objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, the Subrecipient must dispose of such real property in a manner which results in the reimbursement of the City for the amount of the current fair market value of the property less the portion of the current market value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

SECTION VI MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. ENFORCEMENT REMEDIES

The Subrecipient agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR Part 84.62. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of this Agreement shall include, but are not limited to, the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the Subrecipient or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,

2. Disallowance (such as denying the use of the CDBG funds) for all or part of the cost of the activity or action not in compliance,

3. Whole or partial suspension of the current funding award for the Project,

4. Termination of this Agreement, and recover or recapture all or a portion of the CDBG Funds provided to the Subrecipient,

5. Withholding of further funding or awards for the Project, or

6. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination of this Agreement, and/or the CDBG funding provided hereunder, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by the Subrecipient. Any notice of termination for noncompliance shall be given to the Subrecipient no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

D. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action March 2, 2011 – Item #15

APPROVED AS TO FORM: Robert S. Sylvain 6-21-11
Robert S. Sylvain
Deputy City Attorney

LEGAL AID CENTER OF SOUTHERN NEVADA

Barbara Buckley, Executive Director

EXHIBIT "A"
PROJECT DESCRIPTION AND REQUIREMENTS

A. PROJECT DESCRIPTION. Subsequent to the execution of the Agreement, and subject to requirements contained therein and herein, the City will provide up to the amount of the CDBG Funds identified in Section I of the Agreement to the Subrecipient for the Project described as follows:

The Project involves the construction of a two-story, 35,000 square foot office facility which will accommodate 70 offices, cubicle space for support staff, conference areas, and classrooms including provisions described under a separate MOU to provide 5,000 square feet therein of floor space for the co-location of the Senior Citizens Law Project within the new facility to accommodate the delivery of free legal services to Seniors in the community; and, a separate 4-story parking structure which will provide 112 parking spaces including van-accessible handicap spaces ("the project").

B. PROJECT SITE. The Project shall be constructed on the real property owned by the Subrecipient, which is legally described in the Legal Description, Exhibit "D" to the Agreement and incorporated by this reference as a part hereof (the "Property").

C. PROJECT CONDITIONS. The conditions, which may enhance or constrain the ability of the Subrecipient to effectively construct the Project, are as follows:

NONE

D. PROJECT COMPLETION DATE AND SCHEDULE OF PERFORMANCE. The Subrecipient agrees to complete the Project on or before December 31, 2012, unless an extension in writing has been granted by the Director of the Department of Economic and Urban Development.

The Subrecipient agrees, to the greatest extent feasible, to provide a complete and detailed performance schedule for the Project on the Schedule of Performance, Exhibit "E" attached to the Agreement and by this reference incorporated herein as a part hereof. The Schedule of Performance shall state explicitly the deadlines for the completion of all major construction activities to be performed pursuant to the Agreement, which will be used by the City to monitor the progress of the Project. The Schedule of Performance shall be provided to the City prior to, and as a condition of, the issuance of the Notice to Proceed by the City for the Project. The Project shall proceed according to the timelines set forth in the Schedule of Performance.

E. COMPLIANCE WITH NATIONAL OBJECTIVE. For the Period of Compliance set forth in Section F below, the Subrecipient agrees that the Project will be used to

provide legal assistance to abused and neglected children, victims of domestic violence, and other low-income clients, which use is a furtherance of one or more of the National Objectives set forth in 24 CFR 570.208.

F. PERIOD OF COMPLIANCE. The Subrecipient agrees to comply with all of the requirements of the Agreement, and the federal rules and regulations of the CDBG Program, or the Project, including the requirement that the Project will be used to meet one or more of the National Objectives set forth in 24 CFR 570.208 for a period of ten (10) years as required by the City plus an additional period of five years as required by HUD for a total of fifteen (15) years after the date of completion of the Project (the date the Certificate of Occupancy for the Project is issued by the City) (the "Period of Compliance"). Any change in the use of the Project during the Period of Compliance must comply with the requirements of 24 CFR 570.505.

G. REPAYMENT OF CDBG FUNDS. If, during the Period of Compliance, any of the following occurs:

(i) the Subrecipient ceases to use the Project to meet the National Objective as described in Section E above,

(ii) the Subrecipient loses its rights, title or interest in, or legal possession of, the Property through sale, foreclosure, transfer in lieu of foreclosure or any other circumstance, or

(iii) the Subrecipient does not comply with the requirements of the Agreement, including, without limitation, the insurance requirements of Section V (G) of the Agreement,

(iv) then, in such event, upon the request of the City, the Subrecipient will repay to the City, without interest, the entire amount of the CDBG Funds received from the City pursuant to this Agreement, or that amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the Property, whichever is greater, after notice and the expiration of any applicable cure period allowed or required by law. In the event that the Subrecipient fails to repay the CDBG Funds as required herein, the City shall be entitled to foreclose on the Property pursuant to the CDBG Deed of Trust required pursuant to Section H below.

H. CDBG DEED OF TRUST: SECURITY FOR REPAYMENT OF CDBG FUNDS. The City requires reasonable assurances securing the Subrecipient's performance including, without limitation repayment of the CDBG Funds pursuant to 24 CFR 570.505, in the event the Subrecipient fails to perform as required under the Agreement. The Subrecipient, as the owner for the above described property which is the site for the construction of the Project being financed with the CDBG Funds, agrees to execute the security instrument in the form of the Short Form Deed of Trust (the "CDBG Deed of Trust"), Exhibit "C" attached to the Agreement and incorporated by this reference as a part thereof. The CDBG Deed of Trust shall serve to provide the City with a secured

interest in the above described property.

I. SUBORDINATION. The City acknowledges that the above described property is or will be encumbered by one or more deeds of trust (collectively the "First Deeds of Trust") created for the benefit of private lenders who are providing the construction financing and/or the permanent take out financing of the Project, which documents will be recorded as part of the official records of Clark County Recorder's Office prior to recordation of the CDBG Deed of Trust. The City acknowledges and agrees that the CDBG Deed of Trust, and all rights of City as the Beneficiary and Trustee thereunder, are and will be subject and subordinate to the liens of the First Deeds of Trust and to all rights and remedies of the beneficiaries and trustees under the First Deeds of Trust and their successors and assigns including, without limitation, any purchaser at a trustee's sale under the First Deeds of Trust, and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations under the CDBG Deed of Trust or this Agreement. The CDBG Deed of Trust will not be subject or subordinate to any replacement of any of the First Deeds of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

The Subrecipient shall record the CDBG Deed of Trust as part of the official records of the Clark County Recorder's Office prior to and a condition of the City issuing a Notice to Proceed for the Project, which document secures performance by the Subrecipient according to the requirements of the Agreement.

The Subrecipient agrees to provide a Preliminary Title Report to the City and a CLTA Title Insurance Policy in a minimum amount of the CDBG Funds, which will specifically protect the City interest from losses, damages or claims concerning title of the above described property.

J. PROJECT REIMBURSEMENT REQUIREMENTS

1. Documentation of Expenses. All Project costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or front of cancelled check and bank statement in addition to a paid bill, invoice or receipt.

2. Financial Recordkeeping. The Project eligible expenses charged to the City, or paid for with the CDBG Funds, will be accounted for separately from all other expenses and revenue sources of the Project by the Subrecipient. These records shall be maintained by Subrecipient. The Project records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this

Agreement may be requested from the Subrecipient by the City pursuant to Section IV (F) above.

3. Program Budget. Project eligible expenses submitted for payment by the Subrecipient to the City will be in accordance with the Project Budget and subject to any conditions imposed in the Project Description and Requirements. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

4. Method of Payment. The City shall reimburse only valid invoices for approved Project eligible expenses. Before any payment thereof, the City will review the invoice to determine if the costs set forth therein are consistent with the Project Budget and eligible for reimbursement pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not CDBG Program eligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include completion of the reports and narratives as detailed in the Project Description and Requirements attached of this Agreement.

K. CONSTRUCTION COMPLIANCE REQUIRED. In constructing the Project pursuant to the Agreement, the Subrecipient agrees that such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes.

L. PERFORMANCE BOND. For all construction activities, the Subrecipient must carry a performance bond in an amount acceptable to the City ensuring performance by any and all private contractors retained to complete the construction of the Project funded under this Agreement. Evidence of the performance bond must be provided to the Neighborhood Development Division of the Department of Economic and Urban Development. The specific amount of any bond shall be consistent with the Project Budget, Exhibit "F" attached hereto.

M. APPRAISAL OF PROPERTY. The Subrecipient understands that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

N. NOTICE TO PROCEED/CONSTRUCTION CONTROL. For any construction activities financed in whole or in part by the CDBG Funds pursuant to this Agreement, the Subrecipient agrees not to commence construction of the Project until the Director of the

Department of Economic and Urban Development issues to the Subrecipient a Notice to Proceed in writing. The Subrecipient further agrees that the City may require the Subrecipient use a licensed voucher control company approved by the City to monitor and review the Project expenses eligible for reimbursement under this Agreement, unless specified otherwise in writing by the Director. Subsequent to receipt of the Notice to Proceed, the Subrecipient must provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received by the Subrecipient.

O. NOTIFICATIONS. All required notices hereunder, or communications regarding interpretation of or changes to the terms of this Agreement, shall be made by mailing the notice or communication, registered or certified mail, return receipt requested, postage prepaid and address to the City or the Subrecipient as follows:

CITY:	Bill Arent, Director Economic and Urban Development Department City of Las Vegas 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101
SUBRECIPIENT	Ms. Barbara Buckley, Executive Director Legal Aid Center of Southern NV 800 S.8th Street Las Vegas, NV 89101

EXHIBIT "B"

PROJECT RENDERING

(next page)

2

EXHIBIT "C"

SHORT FORM DEED OF TRUST

(next page)

APN: 139-34-410-244
APN: 139-34-410-245

WHEN RECORDED MAIL TO:

Neighborhood Development Division
Economic and Urban Department
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX BILL TO:
Legal Aid Center of Southern Nevada
800 S. 8th Street
Las Vegas, NV 89101

SHORT FORM DEED OF TRUST

THIS SHORT FORM DEED OF TRUST (this "Deed of Trust") is made this ___ day of _____, 2011, between Legal Aid Center of Southern Nevada, whose principal office is located at 800 S. Eighth Street, Las Vegas, NV 89101, herein called "Trustor" and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Economic and Urban Development Department, herein called "Trustee" and "Beneficiary".

WITNESSETH:

Trustor has received a grant of CDBG funding in the amount of $2,500,000 (the "CDBG Funds") from Beneficiary and, as a condition thereof, has agreed to faithfully perform certain obligations as required by that certain Community Development Block Grant Agreement of even date herewith executed by and between Trustor and Beneficiary (the "Agreement");

NOW, THEREFORE, for the purpose of securing each obligation of Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property and improvements thereon located in the City of Las Vegas, Clark County, State of Nevada legally described as:

See Exhibit "A" attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement and this Deed of Trust; Trustor agrees to construct the Project (described in the Agreement) according to the requirements of the Agreement; Trustor agrees that the Project will be used to meet one or more of the National Objectives (defined in 24 CFR 570.204) for the Period of Compliance (defined in the Agreement); Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to abide by any and all applicable CDBG Program rules and regulations set forth in 24 CFR Part 570; Trustor agrees to transfer title of above described property to Beneficiary if, after proper notice and due process, Trustor is found to be in material violation of the Agreement.

Notwithstanding the rights of Beneficiary to the above described property under this Deed of Trust, if, during the Period of Compliance, (i) the above described property acquired by Trustor ceases to meet one or more of the National Objectives as required by the Agreement, or (ii) Trustor loses its rights, title or interest in, or legal possession of, the above described property through sale, foreclosure, sale in lieu of foreclosure, or any other circumstance, then, in such event, upon the request of Beneficiary, Trustor will repay to Beneficiary, without interest, the entire amount of the CDBG Funds received from Beneficiary pursuant to the Agreement, or that amount equal to the current market value of the above described property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the above described property, whichever is greater. In the event that Trustor fails to repay Beneficiary as required herein, Trustee shall be entitled to foreclose on the above described property pursuant to this Deed of Trust.

So long as Trustor shall well and truly perform its obligations herein and under the Agreement, the obligations of Trustor herein and under the Agreement will terminate, including the obligation of repayment of the CDBG Funds, with the expiration of the Period of Compliance set forth in the Agreement, and thereafter Trustee under this Deed of Trust, its successors and assigns, on request by Trustor, or assigns, shall reconvey to Trustor, or assigns, all the estate in the above described property conveyed to Trustee by Trustor under this Deed of Trust.

Trustee and Beneficiary hereby acknowledge that the above described property is or will be encumbered by a one or more deeds of trust (collectively the "First Deeds of Trust") executed for the benefit of one or more private lenders who have or will be providing financing or funding for construction of the Project, which documents will be recorded in the official records of Clark County Recorder's Office prior to recordation of this Deed of Trust. Trustee acknowledges and agrees that this Deed of Trust, and all rights of Trustee and Beneficiary hereunder, are and will be subject and subordinate to the liens of the First Deeds of Trust and to all rights and remedies of the beneficiaries and trustees under the First Deeds of Trust and their successors and assigns including, without limitation, any purchaser at a trustee's sale under the First Deeds of Trust, and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations under this Deed of Trust.

This Deed of Trust will not be subject or subordinate to any replacement of the First Deeds of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of Trustee set forth in this Deed of Trust also constitute agreements or acknowledgments of Beneficiary.

The following Covenant Nos. 1, 2 (full replacement value), 3, 4 (3.5% or as otherwise required by the CDBG Program), 5, 6, 7 (reasonable rate), 8, and 9 of Nevada Revised States (NRS) 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth in the first paragraph.

TRUSTOR:

Legal Aid Center of Southern Nevada,
a Nevada non-profit corporation

BY: Barbara Buckley, Executive Director

State of Nevada)
)
County of Clark)

On this 20th day of June, 2011, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Barbara Buckley, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

NICOLE THANOS-HODGSON
Notary Public, State of Nevada
Appointment No. 07-4674-1
My Appt. Expires Sep 22, 2011

EXHIBIT "D"

LEGAL DESCRIPTION

APN Numbers: 139-34-410-244 and 139-34-410-245

Situated in the City of Las Vegas, County of Clark, State of Nevada, to wit:

Parcel One (1): South Addition Lots 30-32 in block 34 of Wardie Addition Pt Block B, and Pt Vac Rd GEOID: PT SE4 SW4 SEC 34 20 61.

Parcel Two (2): Wardie Addition S 82, ½ of block B; South Addition Lots 23-25; Irregular Lots 22, 26-29 in Block 29; Block 34 GEOID: PT SE4 SW4 SEC 34 20 61.

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

	ACTION	DATE
1.	Site Control (Site Purchased)	Completed
2.	Phase I Environmental Review	Completed
3.	Architect Selection:	Completed
4.	Engineer Selection:	Completed
5.	Schematic Design / Working Drawings	Completed
6.	Local Building Code Review	Completed
7.	Final Plans and Specifications Approval	Completed
8.	Construction Loan Commitment Received	08/2011
9.	Permanent Financing Commitment Received	08/2011
10.	Contractor(s) Selection	N/A
11.	Start Construction of Office Building	08/2011
12.	Complete Construction of Office Building	07/2012
13.	Demolition of Existing Office Building	08/2012
14.	Start Construction of Parking Garage	08/2012
15.	Complete Construction of Parking Garage	12/2012
16.	Permanent Financing Loan Closing	12/2012
17.	Grand Opening (Office Building)	01/2013

EXHIBIT "F"

PROJECT BUDGET

Organization: Legal Aid Center of Southern Nevada

Project: Capital Project

Program: Community Development Block Grant, Fiscal Year 2010/2011

Project Budget

Account	Description	Amount Authorized
N52206	New Building Costs	$2,500,000

Budget Summary

Item	Estimated Cost	CDBG Funded
Land	$3,030,000	$0
New Building Costs	$7,976,389	$2,500,000
Off-Site Improvements	$291,163	$0
Permits/Fees	$213,970	$0
Construction Control	$574,482	$0
Architectural Fees	$258,513	$0
Total Estimated Costs	**$12,344,517**	**$ 2, 500,000**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

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

Amount: $45,639,277.93
Funding Source: All Funds
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 06/01/11 - 06/15/11

City of Las Vegas

Summary of Cash Expenditures

For period of 06/01/11 to 06/15/11

Total Services & Materials Checks :	**$10,259,182.09**
Total Services & Materials EFT Payments :	**$6,469,846.84**
Total Wire Transfers:	**$22,674,119.09**
Total Payroll Checks:	**$6,236,129.91**
Grand Total:	**$45,639,277.93**

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 July 6, 2011 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of award of Modification No. 1 to Contract No. 110002-PH, Fremont East Promotional Activities - Office of Economic and Urban Development - Award recommended to: FREMONT EAST DOWNTOWN ENTERTAINMENT DISTRICT OWNERS CORPORATION ($78,000 - City of Las Vegas Special Improvement District Administration Special Revenue Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $78,000
Funding Source: CLV SID Administration SRF
Dept./Division: Office of Economic and Urban Development

PURPOSE/BACKGROUND:
On September 1, 2010 City Council approved award of this contract allowing the Fremont East Downtown Entertainment District Owners Corporation to access the Fremont East District's special assessment funding to provide marketing and promotional services in support of the district. This modification extends the contract for one year. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: Mike Nolan - (702) 385-5200

RECOMMENDATION:
That City Council approve award of Modification No. 1 to Contract No. 110002-PH, Fremont East Promotional Activities to Fremont East Downtown Entertainment District Owners Corporation in the amount of $78,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 110002-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 1
FREMONT EAST PROMOTIONAL ACTIVITIES

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 FREMONT EAST DOWNTOWN ENTERTAINMENT DISTRICT OWNERS CORPORATION (hereinafter the "Company") having its principal office at 107 Sixth Street, 3rd Floor, Las Vegas, Nevada 89101.

The purpose of the Modification is to renew the Contract.

The Contract between the City and the Company dated October 19, 2010 is hereby modified as follows:

1. Paragraph B-3 Prices/Costs

DELETE this paragraph.

REPLACE WITH:

The Company will invoice the City quarterly in accordance with the following schedule:

Item	Quarterly Payment	Annual Total
Contract Promotional Worker	$ 8,250	$33,000
Promotional Events	$ 5,000	$20,000
Marketing/Advertising	$ 6,250	$25,000
Total	$ 19,500	$78,000

Invoices shall be submitted the first month of each calendar quarter, and shall be payable within 30 days of receipt of a correct, adequately documented invoice.

2. Paragraph B-5 Performance Period/Delivery Schedule.

ADD:

In accordance with the above, this Contract is hereby extended through June 30, 2012.

3. Attachment 1 – Payment Schedule.

DELETE this attachment.

4. General.

In the event of any conflict between the Contract as awarded 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 and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-26-11
Date

FREMONT EAST DOWNTOWN
ENTERTAINMENT DISTRICT OWNERS
CORPORATION

MIKE NOLAN, President

"Company"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Fremont East Downtown Entertainment District Owners Corp	Fremont East Promotional Activities
Name Same	
Address 107 North Sixth – Third Floor, LV, NV 89101	
Telephone 702-385-5200	
EIN or DUNS 26-4451826	

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.	Mike Nolan	600 E Fremont / LV NV 89101	702-385-5200
2.	Justen Martinez	1729 Wandering Winds Way LV NV 89128	702-274-3808
3.	Michael Cornthwaite	111 Las Vegas Boulevard S LV NV 89101	702-880-3696
4.	Frank Elam	1023 Whitney Ranch Henderson NV 89014	702-456-6449
5.	Jonathan Jossell	1 Main Street, LV NV, 89101	702-386-2110
6.	Richard Sturman	114 North Third St., LV NV 89101	702-385-5317
7.	Artemus Ham IV	436 Pinnacle Heights Lane, LV NV, 89144	702-696-1537

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Michael J Nolan
Name

7-30-2010
Date

Subscribed and sworn to before me this 30th day of July, 2009

A. J. Woody

ALAN J. WOODY
Notary Public State of Nevada
No. 94-2347-1
My appt. exp. Sept. 10, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of award of Agreement No. 110202-LD, Blanket Services Agreement for Design and Construction Management - Department of Public Works - Award recommended to: GREELEY AND HANSEN, LLC (Not-to-Exceed $500,000 - Various Funds)

Fiscal Impact

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

Amount: $500,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement will provide the City with the ability to issue individual task orders for design and construction management services in support of public works projects awarded by the City. This agreement will be available to City staff with the majority of the task orders being issued for use at the Water Pollution Control Facility located at 6005 East Vegas Valley Drive. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis
POC: Kevin Conway, P.E. - (702) 736-7062

RECOMMENDATION:
That City Council approve award of Agreement No. 110202-LD, Blanket Services Agreement for Design and Construction Management to Greeley and Hansen, LLC in the not-to-exceed amount of $500,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110202-LD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
DESIGN AND CONSTRUCTION MANAGEMENT

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 **GREELEY AND HANSEN** (the "Consultant"), a **Limited Liability Company**, whose address is **6236 West Desert Inn, Suite 100, Las Vegas, NV 89146**

W I T N E S S E T H:

WHEREAS, the City intends to construct **Various Projects Related to the City's Capital Improvement Program** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

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

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO

CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR

ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE

SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. 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, prior to executing each Project Task Order, it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service 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 — Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 6/8/11
Deputy City Attorney — Date

John S. Ridilla
Deputy City Attorney

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By_____
Kevin D. Conway P.E.
Managing Director Southwest Group

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

100.3 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

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

200.4 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.

200.5 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

300.1 The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Agreement maximum not-to-exceed fee for all of the Project Task Orders is **$500,000.00.**

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	RATE	UNIT
Project Director	$235	Per Hour
Project Manager	$150	Per Hour
Senior Project Engineer	$130	Per Hour
Project Engineer	$120	Per Hour
Project Designer	$110	Per Hour
Specialist (Process, Electrical, Mechanical, I&C)	$175	Per Hour
Technician/CADD Operator	$80	Per Hour
Clerical	$80	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.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Agreement: **John Bettencourt, PE**

600.2 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Kevin Conway, PE

601.1.2 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Jill Christiano, PE

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 15217 NV

601.1.4 PROJECT MANAGER:

601.1.5 TECHNICIAN/CADD:

601.1.6 CLERICAL:

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1	**Contracting Entity**
Name	Greeley and Hansen
Address	100 South Wacker Drive, Suite 1400 Chicago, IL 60606-4004
Telephone	(312) 558-9000
EIN or DUNS	36-1164980

Block 2	**Description**
Subject Matter of Contract/Agreement:	Task Order Contract
RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☒	Limited Liability Company	☐	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	SEE ATTACHED LISTING		
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: 1

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.

David E McCann, CEO
Name

May 24, 2011
Date

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

Shenella F. Spencer
Notary Public

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
SHENELLA F SPENCER
MY COMMISSION EXPIRES
OCTOBER 23, 2014

GREELEY AND HANSEN LLC

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS @ 5/24/2011

Full Name/Title	Business Address	Business Phone
Roger J. Cronin, Principal	9020 Stony Point Parkway #475 Richmond, VA 23235	804-355-9993
Edward M. Gerulat, Principal	111 Broadway, 21st Fl New York, NY 10006	212-227-1250
Clyde Wilber III, Principal	6564 Loisdale Ct Suite 100 Springfield, VA 22150	703-922-4516
Andrew W. Richardson, Principal	100 S. Wacker Dr. Suite 1400 Chicago, IL 60606	312-558-9000
Steven A. Gyory, Principal	111 Broadway, 21st Fl New York, NY 10006	212-227-1250
Federico E. Maisch, Principal	9020 Stony Point Parkway #475 Richmond, VA 23235	804-355-9993
Paul J. Vogel, Principal	100 S. Wacker Dr. Suite 1400 Chicago, IL 60606	312-558-9000
Kevin D. Conway, Principal	2800 North 44th St, Suite 650 Phoenix, AZ 85008	602-275-5595
Clifford M. Pomerantz, Principal	111 Broadway, 21st Fl New York, NY 10006	212-227-1250
John C. Robak, Principal	100 S. Wacker Dr. Suite 1400 Chicago, IL 60606	312-558-9000
Harvey A. Brodsky, Principal	1818 Market St. Suite 3400 Philadelphia, PA 19103	215-563-3460
John F. Cassidy, Principal	5000 Overlook Ave SW Washington, DC 20032	202-787-4090
Edward J. Cronin, Principal	9020 Stony Point Parkway #475 Richmond, VA 23235	804-355-9993
Joseph M. Gorgan, Principal	100 S. Wacker Dr. Suite 1400 Chicago, IL 60606	312-558-9000

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of award of Agreement No. 110216-LD, Prime Design Agreement for Stewart/Ogden Streetscape Enhancements - Department of Public Works - Award recommended to: KIMLEY-HORN & ASSOCIATES ($157,875 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $157,875
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for engineering design services for streetscape enhancements at the corner of Stewart Avenue and Ogden Avenue. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis
POC: Peter Meyerhofer, P.E. - (702) 734-5666

RECOMMENDATION:
That City Council approve the award of Agreement No. 110216-LD, Prime Design Agreement for Stewart/Ogden Streetscape Enhancements to Kimley-Horn & Associates in the amount of $157,875. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110216-LD
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
STEWART/OGDEN STREETSCAPE ENHANCEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is , and **KIMLEY HORN AND ASSOCIATES, INC.**, (the "Consultant"), a , whose address is **2080 E. Flamingo Road, Suite 210, Las Vegas, NV 89119**, and fax number is **(702) 735-4949** .

WITNESSETH:

WHEREAS, the City intends to construct the **Stewart/Ogden Streetscape Enhancements~~Stewart/Ogden Streetscape~~**

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires

for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to

comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

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

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

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

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

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

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

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this

Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the Contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a

party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

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

10.25 ***Agreement Version.*** This document reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 6/13/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By_____
Kenneth, Ackeret, P.E., PhD, Kimely Horn and Associates, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCEHDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings, Special Provisions, Cost Estimates and reports for the Stewart/Ogden Roadway Improvements. Limits of the project will be from Main Street to Las Vegas Boulevard along Stewart Avenue and Ogden Avenue. Both Stewart Avenue and Ogden Avenue are existing 80' right-of-way corridors running east/west in downtown Las Vegas. Both roadways fall within the area outlined under the City of Las Vegas Downtown Centennial Plan and will follow applicable design guidelines for said Master Plan unless instructed otherwise by the City. The project entails construction of streetscape improvements including, but not limited to:

- Sidewalk
- Street lighting
- New waterline connections between existing mainline and irrigation meter(s)
- Landscaping consisting of shade trees spaced 20-foot O.C. within the sidewalk amenity zone
- Irrigation mainline
- Signing and striping
- Demolition
- Connection of existing overhead power lines at 4th Street and the alley between Casino Center/3rd Street to the conduits already installed as part of City project #10.1730.09, the relocation of up to two (2) existing NV Energy (NVE) vaults to accommodate the proposed connection between said overhead lines and underground conduit,
- Facilitation of meetings between the City and NVE to establish location and size of required easements for said vaults including legal descriptions

Project Assumptions include the following:

- No improvements along the north side of Stewart Avenue are included in this scope of services.
- Improvements along Ogden Avenue will include both the north and south sides of the roadway, with the exception of the area under the pedestrian overpass between 1st Street and Casino Center Boulevard.
- No new roadway pavement design along Ogden Avenue is included in this scope of services.
- Depending on cross slopes, pavement removal limits will vary and may extend to the existing roadway centerline in order to facilitate positive drainage across the returns and intersections while maintaining positive drainage across the traveled way.
- No storm drain design modifications or design is included in this scope.
- Two existing street lights will be replaced along Ogden, specifically on the north side of the road between 4th Street and Las Vegas Boulevard.
- A Geotechnical Report will not be required unless ordered under Additional Services.
- Traffic modeling of any type is not included in this scope.
- A lighting analysis is not included with this project and is excluded from this scope of services. Lights will be spaced in compliance with Clark County Area Unified Standards (CCAUS) for 80' ROW roadways
- A drainage analysis is not included with this project and is excluded from this scope of services.
- Signal modifications or design is not included with this project and is excluded from this scope of services.
- With the exception of the replacement of two street lights, no work is to be performed beyond the project limits of Main Street on the west end and 4th Street on the east end for both Ogden Avenue and Stewart Avenue.
- NV Energy conduit will be installed prior to the Stewart/Ogden project going to construction. If this conduit is not constructed prior to the Stewart/Ogden project going to construction, then the engineering, coordination, and design of said conduit, along with required additional roadway improvements, may be provided as an additional service.
- Landscape/Irrigation design will consist of trees spaced 20' O.C. throughout proposed sidewalk amenity zones. Irrigation line will be non-potable 6" PVC line or smaller. Streetscape and irrigation design sheets will be schematic indicating location of trees, tree pits, and

irrigation line and emitter locations. Design improvements for this task will be between Main Street and 4th Street on both Stewart Avenue and Ogden Avenue. Landscaping will only be designed for the south side of Stewart Avenue within the project limits.

- Landscaping will be designed for both sides of Ogden Avenue and the south side of Stewart Avenue within the project limits.
- Tree and tree wells will be located as to not affect the sight visibility restriction zones for all existing driveways and intersections. Any tree placed within the SVRZ must be specified for 36-inch box trees so the tree branches can be pruned to a height 7-foot above the sidewalk upon installation to not impede sight visibility.
- Any required or requested treatments for sewer lines will be considered an additional service.
- No new curb and gutter alignment between intersection curb returns is included within this basic scope of services for Stewart Avenue or Ogden Avenue.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **To Be Determined, Section 1.08 Responsibility for Construction Document Revisions does not apply.**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

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

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

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

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

100.6.11 Plan and Special Provision Production and Submission

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

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

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

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

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

100.6.12 Cost Estimates

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

100.6.13 Construction Change Orders

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

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

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

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

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

100.6.14.1 Article 101 – Preliminary and General Items

100.6.14.2 Article 102 – 30% Design Phase

100.6.14.3 Article 103 – 90% Design Phase

100.6.14.4 Article 104 – 100% Design Phase

100.6.14.5 Article 105 – Traffic Signal / Interconnect Design

100.6.14.6 Article 106 – NV Energy Connection and Coordination

100.6.14.7 Article 107 – Bid Phase

100.6.14.8 Article 108 – Construction Phase

100.7 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately six (6) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.4 Consultant will attend up to three (3) submittal/comment review meetings to be held with the City. Design submittal review meetings will be conducted following completion of the City's comment/response to construction documents.

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

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant anticipates up to three (3) meetings will be required with parties listed below, not including NV Energy (two meetings with LVVWD). The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

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

101.3.1.2 Clark County Department of Public Works

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

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

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

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

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

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

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

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task or included in other applicable design tasks.

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

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

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

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

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

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

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

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 90% and 100%); and final mylar's with applicable utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 No permits are anticipated for this project

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

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

102.1.2 Design Survey. Field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). Topographic surveys of existing features will be completed in the field. Specifically these tasks shall include, but are not limited to, the following:

102.1.2.1 Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings. **Existing title reports will be required and provided by the CITY for the Record of Survey to be performed.**

102.1.2.2 Topographic mapping to be at 1" = 40' horizontal with a contour interval of 1-foot, based upon a published City benchmark

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

102.1.2.4 Establish Project coordinate system

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

102.1.2.6 Conduct field survey to identify and locate existing improvements as necessary. Collect field survey data along the storm drain facility alignment, including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. In areas where it is anticipated that storm drain construction will require full street reconstruction, obtain field survey shots at 50-foot intervals along the top of curbs and street centerline, plus shots at edges of driveways, transitions, and curb returns. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent street

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

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

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

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

Existing title reports, plats, records of survey, and other documentation necessary for a new Record of Survey to be completed will be provided by the CITY.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. The Consultant will assist the City in identifying utility prior rights and will incorporate this info into the design plans, documents, and record of survey. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100' scale, that shall show schematically the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included in Preliminary Design Report.

102.2.4 90% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 90% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 300.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

102.2.6 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.7 Deliverables: 24" x 36" exhibits at the 30% Submittal as outlined in 102.2.3; Legal Descriptions; Acquisition Status Table, 24" x 36" exhibits at the 90% Submittal as outlined in 102.2.4; 24" x 36" exhibits in 102.2.5; 24" x 36" exhibits at the 100% Submittal as outlined in 102.2.5; Summary Letter of Right-of-Way, Easements and AEP status. **Existing title reports, plats, records of survey, and other documentation necessary for a new Record of Survey to be completed will be provided by the CITY.**

102.3 Records Review, Information Research and Analysis of Data

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

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

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items

that may help in the development of the Project design. The Consultant will take photographs during the field investigation to document field conditions throughout the Project.

102.4 Utility Potholing

102.4.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of fifteen (15) potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocations by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

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

102.4.3 For conduit banks or multiple conduit banks as indicated by as-builts, redlines, paint markings, or as becomes apparent during potholing process the vertical and horizontal extent of banks will be determined. Payment for two (2) or more potholes in these circumstances may be authorized by the City. Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.4.4 Consultant shall conduct utility designation to identify, mark and survey the approximate horizontal location of surface and subsurface utilities within the project limits. Record and mark the horizontal location of existing poles and overhead facilities. All designation information shall be color coded and provided in an electronic format to match the municipalities CADD standards.

102.4.5 **Deliverables:** Fifteen (15) Quality Level "A" Locating ***(test holes)***: a "Test Hole Data Sheet" for each test hole completed will be provided. This form will include swing ties from existing visible features to the test hole location, depth to top of utility from existing grade, material of and size of utility. Test hole locations will be shown on construction plan sheets and utility information/depths provided.

102.5 **Geotechnical Investigation** - The Consultant shall provide a Geotechnical Data Report and a Geotechnical Interpretive Report as detailed below, the drafts of these reports will be included in the Preliminary Design Report:

A geotechnical report is not anticipated for this project and if required will be under Additional Services.

102.6 **Potable Waterline Design** will consist of the following: design of a potable waterline lateral, designed per UDACS standards, which will extend from the existing water mainline to the proposed water meter and RPPA for the new PVC irrigation line. Total length of waterline lateral design is expected to be approximately 120 linear footage.

102.7 **Drainage Analysis** – No drainage analysis shall be performed as part of this basic scope of services.

102.7.1 Additional services that are not included as part of this scope but can be provided include drop inlet storm drain evaluation and design, and hydrology calculations.

102.8 30% Design Phase Submittal

102.8.1 30% Design Phase Plans – This submittal will include further refinement of the Project and limits as agreed and directed by the City of Las Vegas. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 30% plans shall include, but not limited to, the following:

102.8.1.1 City Standard Cover Sheet identifying Project Participants
102.8.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.8.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.8.1.4 Abbreviations and Symbols
102.8.1.5 Survey and Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
102.8.1.6 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)

102.8.1.7 Sheet Index with key map
102.8.1.8 Typical Cross Section Sheets
102.8.1.9 Removal Plans
102.8.1.10 Roadway Plan and Profiles
102.8.1.11 Construction Details
102.8.1.12 Potable Waterline Lateral Plan, Profiles, and Details
102.8.1.13 Traffic Striping and Signing Plans
102.8.1.14 Traffic Lighting Plans
102.8.1.15 Special Details as required for the Project
102.8.1.16 NV Energy Connection Diagrams
102.8.1.17 Landscape Plans and Details
102.8.1.18 Irrigation Plans and Details

102.8.1.19 Landscape and irrigation sheets will be schematic. Irrigation design sheets will show locations of proposed main irrigation feeds, water meters, and irrigation controllers. Landscape design sheets will indicate trees and tree pit locations. A plant palette will be developed representing the plant material proposed and will be in compliance with the CLV Downtown Centennial Plan. A hardscape layout will be provided to indicate locations of hardscape elements, such as special concrete, brick pavers, and parking meters. Construction details for both landscape and irrigation improvements will be provided.

102.8.1.20 Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) to the City: Submit copies of 30% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.9 30% Design Phase Construction Cost - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include the following, :

102.9.1.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
102.9.1.2 RFCD
102.9.1.3 SID (CLV)
102.9.1.4 SID (other entity)
102.9.1.5 SNPLMA
102.9.1.6 CLV Sanitation
102.9.1.7 LVVWD (and/or other utilities as applicable)
102.9.1.8 CLV General Fund
102.9.1.9 CLV Nominal Drainage
102.9.1.10 NDOT (Stewardship, STP, Safety-LU, etc.)
102.9.1.11 CMAC
102.9.1.12 CDBG Funds

102.9.1.13 Deliverables: Submit the 30% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted)

102.10 30% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 30% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

102.10.1.1 Deliverables: Submit two (2) copies of the bound Special Provisions to the City.

102.11 Walk Through

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

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

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

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

103.1.1.1 Deliverables: Submit four (4) copies of the Final Design Report to the City; Sumit one (1) electronic copy of the Final Design Report to the City.

103.1.2 90% Design Phase Plans – This submittal will include refinement of the 30% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

103.1.2.1 City Standard Cover Sheet identifying Project Participants
103.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
103.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
103.1.2.4 Abbreviations and Symbols
103.1.2.5 Survey and Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
103.1.2.6 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
103.1.2.7 Sheet Index with key map
103.1.2.8 Typical Cross Section Sheets
103.1.2.9 Removal Plans
103.1.2.10 Roadway Plan and Profiles
103.1.2.11 Construction Details
103.1.2.12 Potable Waterline Lateral Plan, Profiles, and Details
103.1.2.13 Traffic Striping and Signing Plans
103.1.2.14 Traffic Lighting Plans
103.1.2.15 Special Details as required for the Project
103.1.2.16 NV Energy Connection Diagrams
103.1.2.17 Landscape Plans and Details
103.1.2.18 Irrigation Plans and Details

103.1.2.19 Landscape and irrigation sheets will be schematic. Irrigation design sheets will show locations of proposed main irrigation feeds, water meters, and irrigation controllers. Landscape design sheets will indicate trees and tree pit locations. A plant palette will be developed representing the plant material proposed and will be in compliance with the CLV Downtown Centennial Plan. A hardscape layout will be provided to indicate locations of hardscape elements, such as special concrete, brick pavers, and parking meters. Construction details for both landscape and irrigation improvements will be provided.

103.1.2.20 Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) to the City: Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

103.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.3.2 RFCD
103.1.3.3 SID (CLV)

103.1.3.4 SID (other entity)
103.1.3.5 SNPLMA
103.1.3.6 CLV Sanitation
103.1.3.7 LVVWD (and/or other utilities as applicable)
103.1.3.8 CLV General Fund
103.1.3.9 CLV Nominal Drainage
103.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)
103.1.3.11 CMAC
103.1.3.12 CDBG Funds

103.1.3.13 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted).

103.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City and one electronic CD copy.

103.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

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

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

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

104.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations (if required) to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

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

ARTICLE 105: TRAFFIC SIGNAL / INTERCONNECT DESIGN

105.1 No traffic signal / interconnect design is included within this basic scope of services.

ARTICLE 106: NV ENERGY CONNECTION AND COORDINATION

106.1 NV Energy Meeting and Coordination

106.1.1 Meet with NV Energy to identify the locations of underground conduit for the connection and relocation of overhead power lines located on 4th Street and within the alley between Casino Center and 3rd Street to the new NV Energy conduit being installed along Stewart Avenue. This task includes facilitation and attendance of up to two (2) meetings with NV Energy.

106.1.2 Coordinate and meet with NV Energy on the relocation and/or installment of new transformers/vaults within existing City Right-of-Way along Stewart Avenue only. Establish easement boundaries for both the City and NVE. Up to two (2) relocations are included in this scope of services. This task includes facilitation and attendance of up to two (2) meetings with NV Energy.

106.2 NV Energy Design

106.2.1 Design new conduit connection between existing underground conduits running along Stewart Avenue to existing overhead powerlines located along 4th Street and the alley between Casino Center and 3rd Street. NV Energy Powerline Undergrounding Design – including horizontal and vertical conduit alignment design for existing overhead powerlines running east/west along southside of Stewart Avenue.

106.2.2 Submit new project order and application to NV Energy for said relocation and proposed improvements. Submit to NVE interim submittals for review and comment, and submit final mylars for signature to both Transmission and Distribution departments.

106.2.3 Deliverables: Prepare meeting minutes and submit to attendees; Project order and application to NVE transmission and distribution divisions; and Conduit connection of existing overhead power lines at 4th Street and the alley between Casino Center/3rd Street to the conduits already installed as part of City project #10.1730.09

ARTICLE 107: BID PHASE

107.1 Pre-Bid Conference

107.1.1 The Consultant will attend the pre-bid conference

107.2 Bid Requests and Responses

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

107.3 Bid Opening

107.3.1 The Consultant will attend the bid opening and review the bid abstract and contractor qualifications.

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

ARTICLE 108: CONSTRUCTION PHASE

108.1 Pre-Construction Meeting

108.1.1 The Consultant will attend the pre-construction meeting.

108.2 Submittal Review

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

108.3 Construction Support Services

108.3.1 The Consultant shall provide the following support services during the construction phase of the project:

108.3.1.1 Project Site Visits – Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by the City in order to observe the progress of the Work. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents.

108.3.1.2 Review of Submittals/Shop Drawings – Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

108.3.1.3 Response to RFIs

108.3.1.4 Additional Design as needed

END OF EXHIBIT "A"

EXHIBIT "B"

ARTICLE 200: GENERAL

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

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

200.3 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 201: PRELIMINARY AND GENERAL ITEMS

201.1 Meeting agendas
201.2 Meeting minutes
201.3 Detailed project schedule for design
201.4 Detailed project schedule for construction
201.5 Detailed scope for project design
201.6 Right-of-way acquisition report
201.7 Site survey
201.8 Utility conflict schedule and pothole plan
201.9 Permit applications
201.10 Permit matrix
201.11 Clark county permits
201.12 Other entity/agency permits as needed for project
201.13 Draft and recorded record of survey
201.14 Right-of-way exhibits as outlined in exhibit A

ARTICLE 202: 30% DESIGN PHASE

202.1 30% design plans/ construction drawings (5 half size and 10 full size sets)
202.2 30% special provisions
202.3 30% construction cost estimate (broken out by funding source)
202.4 Special details
202.5 "recorded" record of survey

ARTICLE 203: 90% DESIGN PHASE

203.1 Final design report
203.2 90% design plans/ construction drawings
203.3 90% special provisions
203.4 90% construction cost estimate (broken out by funding source
203.5 Construction easement map

ARTICLE 204: 100% DESIGN PHASE (PRE-FINAL SUBMITTAL)

204.1 Pre-final plans/ construction drawings (5 half size sets and 10 full size sets)
204.2 Pre-final special provisions (bound)
204.3 Pre-final construction cost estimate (broken out by funding source)
204.4 Pre-final bid schedule

ARTICLE 205: 100% DESIGN PHASE (FINAL SUBMITTAL)

205.1 24" x 36" mylar plan sheets/ construction drawings stamped and signed by a Nevada P.E. which includes cover sheet containing all approval signatures
205.2 Special provisions (unbound) stamped and signed by a Nevada P.E.
205.3 5 copies of the special provisions (bound)
205.4 Final construction cost estimate broken out by funding source in Microsoft Excel
205.5 Bid schedule
205.6 Electronic copy of the construction schedule in Microsoft project schedule format
205.7 Electronic copies of the plans/ construction drawings in AutoCAD using the city of Las Vegas' cad standards
205.8 Electronic copy of the special provisions in Microsoft word
205.9 Electronic copy of the construction cost estimate and bid schedule in Microsoft Excel
205.10 Construction drawings and special provisions ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections

ARTICLE 206: NV ENERGY CONNECTION AND COORDINATION

ARTICLE 208: BIDDING PHASE

208.1 Requested and necessary addenda
208.2 Attend both pre-bid meeting and pre-construction meeting

ARTICLE 209: CONSTRUCTION PHASE

209.1 If requested by the Contractor (including his subcontractors acting through the Contractor) and approved by the City, provide the Contractor with copies of the drawings (CONSTRUCTION DRAWINGS) including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
209.2 Addressing and responding to construction submittals, RFI's, questions, and coordination.

ARTICLE 210: ADDITIONAL SUBMITTALS

210.1 If required by governing authorities, Drainage Analysis Technical Memorandum submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.

210.2 NV Energy, Las Vegas Valley Water District, Southwest Gas, Embarq and Cox applications to their design departments, and written notice to the City of the submittal dates for each.

210.3 Construction Drawings and Special Provisions as described in the Scope of Services (**Exhibit "A"**) at 30%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 30%, 90% and 100% submittals.

END OF EXHIBIT "B"

EXHIBIT "C"

ARTICLE 300: NOTICE TO PROCEED

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

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	70	Submit 30% plans on August 12 (NTP June 3)
90% DESIGN PHASE	45	
100% DESIGN PHASE	20	
BID PHASE	70	
CONSTRUCTION PHASE	105	
TOTAL CALENDAR DAYS TO COMPLETE:	**310**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

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

END OF EXHIBIT "C"

EXHIBIT "D"

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 **$157,875.00.** Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$117,875.00	

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

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

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

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

401.5 Direct sub-consultants expenses shown in exhibit D may be based on estimates by the Consultant or actual proposals from the respective sub-consultants. Regardless of the basis for the amount shown payment by the City will be based on actual invoiced amounts from the sub-consultants (attached to monthly consultant bill) with a **one (1.0)** multiplier. No payment will be made by the City above that shown in Exhibit B for sub-consultants except via an additional service approved by the City prior to the work taking place.

PROJECT NAME

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	SENIOR ENGINEER	SENIOR LANDSCAPE	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$215	$175	$180	$160	$125	$110	$80			
101	PROJECT MANAGEMENT										
101.1	Project Management	0	0	4	0	0	0	8	12	$0.00	$1,360.00
101.2	Kick-Off Meeting and Design Progress Meetings	3	0	14	6	0	0	0	23	$0.00	$4,125.00
101.3	Utility and Agency Coordination	0	0	4	0	4	0	0	8	$0.00	$1,220.00
101.4	Project Permits	0	0	0	0	0	0	0	0	$0.00	$0.00
101	Subtotal Hours	3	0	22	6	4	0	8	43		
101	Subtotal Fee	$645.00	$0.00	$3,960.00	$960.00	$500.00	$0.00	$640.00		$0.00	$8,705.00
102	30% DESIGN PHASE										
102.1	Survey	0	0	3	0	4	0	0	7	$30,500.00	$31,540.00
102.2	Right-of-Way	0	0	0	0	0	0	0	0	$0.00	$0.00
102.3	Records Review, Information Research, and Anaylysis of Data	0	0	0	0	0	0	0	0	$0.00	$0.00
102.4	Utility Potholes	0	0	2	0	3	0	0	5	$13,000.00	$13,735.00
102.5	Geotechnical Investigation	0	0	0	0	0	0	0	0	$0.00	$0.00
102.6	Potable Waterline Design	0	3	3	1	0	0	0	7	$0.00	$1,225.00
102.7	Drainage Analysis	0	0	0	0	0	0	0	0	$0.00	$0.00
102.8	30% Design Phase Submittal	7	8	38	10	61	28	3	155	$0.00	$22,290.00
102	Subtotal Hours	7	11	46	11	68	28	3	174		
102	Subtotal Fee	$1,505.00	$1,925.00	$8,280.00	$1,760.00	$8,500.00	$3,080.00	$240.00		$43,500.00	$68,790.00
103	90% DESIGN PHASE										
103.1	90% Design Phase Submittal										
103.1.1	Final Design Report	0	0	0	0	0	0	0	0	$0.00	$0.00
103.1.2	90% Design Phase Plans	4	7	20	5	24	8	1	70	$0.00	$10,605.00
103.1.3	90% Design Phase Construction Cost Estimate	0	0	0	0	0	0	0	0	$0.00	$0.00
103.1.4	90% Design Phase Special Provisions	1	1	5	2	4	8	1	22	$0.00	$3,070.00
103.1.5	90% Walk Through	0	0	0	0	0	0	0	0	$0.00	$0.00
103.1.6	Bidability and Constructability	0	0	0	0	0	0	0	0	$0.00	$0.00
103	Subtotal Hours	5	8	25	8	28	16	2	92		
103	Subtotal Fee	$1,075.00	$1,400.00	$4,500.00	$1,280.00	$3,500.00	$1,760.00	$160.00		$0.00	$13,875.00
104	100% DESIGN PHASE										
104.1	100% Design Phase Submittal	0	0	0	0	0	0	0	0	$0.00	$0.00
104.1.1	100% Pre-Final Bond Submittal	2	3	8	4	12	6	0	35	$0.00	$5,195.00
104.1.2	100% Final Mylar Submittal	2	3	2	0	0	4	1	12	$0.00	$1,835.00
104	Subtotal Hours	4	6	10	4	12	10	1	47		
104	Subtotal Fee	$860.00	$1,050.00	$1,800.00	$640.00	$1,500.00	$1,100.00	$80.00		$0.00	$7,030.00
105	TRAFFIC SIGNAL / INTERCONNECT DESIGN										
105.1	30%/90%/100% Design Phase Submittals	0	0	0	0	0	0	0	0	$0.00	$0.00
105.1.1	100% Pre-Final Bond Submittal	0	0	0	0	0	0	0	0	$0.00	$0.00
105	Subtotal Hours	0	0	0	0	0	0	0	0		
105	Subtotal Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
106	NV ENERGY CONNECTION AND COORDINATION										
106.1	NV ENERGY CONNECTION AND COORDINATION	6	0	18	11	16	0	0	51	$0.00	$8,290.00
106.2	NV Energy Design	3	0	8	13	20	0	0	44	$0.00	$6,685.00
106	Subtotal Hours	9	0	26	24	36	0	0	95		
106	Subtotal Fee	$1,935.00	$0.00	$4,680.00	$3,840.00	$4,500.00	$0.00	$0.00		$0.00	$14,955.00

Contract No.:

PROJECT NAME

TASK	DESCRIPTION	SENIOR ENGINEER	SENIOR LANDSCAPE	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
107	BID PHASE										
107.1	Pre-Bid Conference	0	0	2	0	0	0	0	2	$0.00	$360.00
107.2	Bid Requests and Responses	0	0	2	0	0	0	0	2	$0.00	$360.00
107.3	Bid Opening	0	0	2	0	0	0	0	2	$0.00	$360.00
107	Subtotal Hours	0	0	6	0	0	0	0	6		
107	Subtotal Fee	$0.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00		$0.00	$1,080.00
108	CONSTRUCTION PHASE										
108.1	Pre-Construction Meeting	0	0	2	0	0	0	0	2	$0.00	$360.00
108.2	Submittal Review	0	0	12	3	0	0	0	15	$0.00	$2,640.00
108.3	Construction Support Services	0	0	12	3	0	0	0	15	$0.00	$2,640.00
108	Subtotal Hours	0	0	26	6	0	0	0	32		
108	Subtotal Fees	$0.00	$0.00	$4,680.00	$960.00	$0.00	$0.00	$0.00		$0.00	$5,640.00
	Total Basic Services Hours	28	25	161	59	148	54	14	489		
	Total Basic Services Fee	$6,020.00	$4,375.00	$28,980.00	$9,440.00	$18,500.00	$5,940.00	$1,120.00		$43,500.00	$117,875.00

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$40,000.00	See list below.

402.4.1 Additional Services may include, but are not limited to, the following:
402.4.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.4.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.4.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.4.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.4.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.4.7 **Construction Phase Plans**
402.4.8 **Dewatering Plan**
402.4.9 **Drainage Study / Analysis** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.4.10 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.4.11 **Geotechnical report, including pavement section recommendations**
402.4.12 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide hydrology / hydraulics, storm drain design and analysis.
402.4.13 **Lighting Analysis**
402.4.14 **Traffic Signal / Interconnect design plans**
402.4.15 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.4.16 **Preparation of Record Drawings after Construction**
402.4.17 **Time and effort for bidding and construction services on Phase III plans if project is divided into two separate bidding and construction packages.**
402.4.18 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.4.19 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.4.20 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.4.21 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.4.22 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.4.23 **Soil Solubility Test and Coordination**
402.4.24 **Structural** – As required by the City, Consultant shall provide additional structural design.
402.4.25 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
402.4.26 **Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

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

402.4.28 **Traffic Modeling or Synchro Analysis**

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

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

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

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

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Senior Engineer	$215	Per Hour
Landscape Architect	$175	Per Hour
Project Manager	$180	Per Hour
Professional Engineer	$160	Per Hour
Analyst / E.I.	$125	Per Hour
Technician / CADD Operator	$110	Per Hour
Clerical	$80	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

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

SUBCONSULTANT #1 Tristate Surveying	RATE	UNIT
Project Surveyor	$125	Per Hour
Surveyor	$105	Per Hour
Survey Technician	$95	Per Hour
Photogrammetrist	$110	Per Hour
Photogrammetry Technician	$80	Per Hour
Technician	$70	Per Hour

SUBCONSULTANT #2 Cardon TBE	RATE	UNIT
Project Architect / Manager	$119.16	Per Hour
CADD Technician	$73.70	Per Hour
SUE Supervisor/Operator	$72.07	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

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

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

502.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration, and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services, which multiple has be included in the Additional Services fees shown herein.

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

PROJECT NAME

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	SENIOR ENGINEER	SENIOR LANDSCAPE	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$215	$175	$180	$160	$125	$110	$80			
	ADDITIONAL SERVICES										
	Addenda	0	0	0	0	0	0	0	0	$0.00	$0.00
	Additional Design Services	20	0	60	60	60	60	15	275	$0.00	$40,000.00
	Additional Topographic Survey	0	0	0	0	0	0	0	0	$0.00	$0.00
	As-Builts	0	0	0	0	0	0	0	0	$0.00	$0.00
	Construction Assistance	0	0	0	0	0	0	0	0	$0.00	$0.00
	Dam Safety Permit	0	0	0	0	0	0	0	0	$0.00	$0.00
	Drainage Study	0	0	0	0	0	0	0	0	$0.00	$0.00
	Facility Specific Environmental Assessment	0	0	0	0	0	0	0	0	$0.00	$0.00
	Hydrology and Hydraulics	0	0	0	0	0	0	0	0	$0.00	$0.00
	Master Plan Amendment	0	0	0	0	0	0	0	0	$0.00	$0.00
	Public Meetings	0	0	0	0	0	0	0	0	$0.00	$0.00
	Removal of Inflow/Infiltration Sources to Sanitary Sewer System	0	0	0	0	0	0	0	0	$0.00	$0.00
	Right-of-Way	0	0	0	0	0	0	0	0	$0.00	$0.00
	Section 404 Permit Application	0	0	0	0	0	0	0	0	$0.00	$0.00
	Sewer Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Slope/Embankment Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Spillway/Energy Dissipater	0	0	0	0	0	0	0	0	$0.00	$0.00
	Storm Drain Retrofit Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Structural Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Structural Engineering	0	0	0	0	0	0	0	0	$0.00	$0.00
	Survey	0	0	0	0	0	0	0	0	$0.00	$0.00
	Traffic Control Plans	0	0	0	0	0	0	0	0	$0.00	$0.00
	Title Reports	0	0	0	0	0	0	0	0	$0.00	$0.00
	Utility Potholing	0	0	0	0	0	0	0	0	$0.00	$0.00
	Waterline Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	20	0	60	60	60	60	15	275		
	Total Additional Services - Fee	$4,300.00	$0.00	$10,800.00	$9,600.00	$7,500.00	$6,600.00	$1,200.00		$0.00	$40,000.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

503.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

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

END OF EXHIBIT "E"

EXHIBIT "F"

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Randy McConnell, P.E.

600.2 PROGRAM MANAGER: Mark Sorensen, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Peter Meyerhofer, P.E.

601.1.2 PROJECT MANAGER: Peter Meyerhofer, P.E.

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Peter Meyerhofer, P.E.; Randy Carroll, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 018093 (Peter Meyerhofer); 16131 (Randy Carroll)

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

602.1.1 AERIAL MAPPING: N/A

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: Kimley-Horn and Associates, Inc.

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: Kimley-Horn and Associates, Inc.

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.9 GEOTECHNICAL ENGINEER: N/A

602.1.10 LAND SURVEYOR: Tristate Surveying

602.1.11 POTHOLING: Cardno TBE

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Name	Kimley-Horn and Associates, Inc.
Address	2080 E. Flamingo Rd, Suite 210 Las Vegas, NV 89119
Telephone	702-734-5666
EIN or DUNS	56-0885615

Block 2 Description

Subject Matter of Contract/Agreement:
Stewart/Ogden Streetscape Enhancements

RFP #

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Associates Group Services, Inc. Parent Company, owns 100% of KHA	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
2.	APHC, Inc. Top Tier Parent Company 100 % of AGS (see attached page for individual APHC, Inc. shareholders with 1% of more ownership)	3001 Weston Parkway Cary, North Carolina 27513-2301	919-677-2000
3.	See attached list of KHA Directors and Officers.		
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.

Notary Public - State of Nevada
County of Clark
ELLEN CUTLER
My Appointment Expires
February 22, 2014
No: 10-1551-1

_____
Name

5/23/11
Date

Subscribed and sworn to before me this 23 day of May, 2011.

Ellen Cutler
Notary Public

Attachment to Exhibit G

Top Tier Parent Company - Shareholders with 1% or more shares of APHC, Inc. outstanding shares.

Shareholder	%	Business Address	Business Phone
Atkinson, Mark E.	1.01%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Atz, John C.	3.26%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Barber, Barry L.	1.99%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Barnes, III, R. Russell	1.40%	5200 NW 33rd Avenue, Suite 109 Ft. Lauderdale, FL 33309	954-535-5100
Burchett, Jr., Thomas F.	1.24%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Burns, Gregory B.	1.89%	12700 Park Central Drive, Suite 1800 Dallas, TX 75251	972-770-1300
Cooper, Kurt D.	1.22%	1700 Willow Lawn Drive, Suite 200 Richmond, VA 23230	804-673-3882
Ellis, Nicholas L.	1.50%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Gaskey, Kevin S.	1.42%	12700 Park Central Drive, Suite 1800 Dallas, TX 75251	972-770-1300
Horn, R. Michael	1.48%	3001 Weston Parkway Cary, NC 27513	919-677-2000
Murphy, Terence T.	1.66%	13221 Woodland Park Road, Suite 400 Herndon, VA 20171	703-674-1300
Peed, Brooks H.	5.86%	445 24th Street, Suite 200 Vero Beach, FL 32960	772-794-4100
Penny, H. Dean	1.28%	333 Fayetteville Street, Suite 600 Raleigh, NC 28301	919-835-1494
Schiller, Michael G.	1.93%	7878 N 16th Street, Suite 300 Phoenix, AZ 85020	602-944-5500
Squires, Christopher A.	2.61%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Stebbins, Sam S.	1.06%	1321 SE 25th Loop, Suite 101 Ocala, FL 34471	352-671-9451
Stewart, David W.	1.71%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Voisin, William J.	1.19%	1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	561-845-0665
Wallace, Gary W.	1.36%	13221 Woodland Park Road, Suite 400 Herndon, VA 20171	703-674-1300
Wilson, Deborah L.	1.30%	2 Sun Court, Suite 220 Norcross, GA 30092	770-825-0744
Wilson, Jon E.	1.12%	333 Fayetteville Street, Suite 600 Raleigh, NC 28301	919-835-1494
Wilson, Mark S.	6.43%		

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KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Name	Title(s)	Business Address	Bussiness Phone
Mark S. Wilson	CEO & Chairman	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John C. Atz	President/Director	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Nicholas L. Ellis	Senior Vice President/Treasurer	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Richard N. Cook	Senior Vice President/Secretary	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Barry L. Barber	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gregory B. Burns	Senior Vice President/Director	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Brooks H. Peed	Executive Vice President/Director	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Terence T. Murphy	Senior Vice President/Director	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
H. Dean Penny	Senior Vice President/Director	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Michael G. Schiller	Senior Vice President/Director	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Frederick W. Schwartz	Senior Vice President/Director	205 West Wacker Drive, Suite 2125, Chicago, IL 60606	407-898-1511
Christopher A. Squires	Senior Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Michael N. Byrd	Executive Vice President/Director	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Kenneth W. Ackeret	Senior Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
Mark E. Atkinson	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Burt L. Baldo-Campbell	Senior Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
David R. Bardt	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
R. Russell Barnes	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Richard R. Barr	Senior Vice President	1725 Hermitage Boulevard, Tallahassee, FL 32308	850-553-3500
Laura E. Barrett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John F. Benditz	Senior Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	915-564-2701
Peter A. Bishop	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Stephen W. Blakley	Senior Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Thomas F. Burchett	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Tricia L. Buritica	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
David C. Campbell	Senior Vice President	10117 Princess Palm Avenue, Suite 300, Tampa, FL 33610	813-620-1460
Derrick B. Cave	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
James T. Chavers	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Paul L. Cherry	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Serine A. Ciandella	Senior Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Maruice Clark	Senior Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
John R. Conrad	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Kurt D. Cooper	Senior Vice President	1700 Willow Lawn Drive, Suite 200, Richmond, VA 23230	804-673-3882

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KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Fred C. Corey	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Neil T. Deans	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Mark W. Dunzo	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William E. Dvorak	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
George B. Fares	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Chris V. Frysinger	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Glenn A. Gary	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Kevin S. Gaskey	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Jame R. Hall	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Dean A. Henigsman	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Ross M. Horn	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Jerry W. Ingram	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jay R. Jackson	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Kenneth W. Jackson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jeffery James	Senior Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Michael E. Kiefer	Senior Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Wayne Kurfees	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Dennis J. Landaal	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Steven E. Lefton	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
James S. Lott	Senior Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Alan Maio	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Jason B. Matson	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Enda Melvin	Senior Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Richard W. Mercer	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Richard H. Moore	Senior Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Cecil L. Narron	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
William A. Nash	Senior Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Anush A. Nejad	Senior Vice President	30 Broad Street, 40th Floor, New York, NY 10004	646-839-4566
Charles A. Nuckols	Senior Vice President	102 City Hall Plaza, Suite 201, Durham, NC 27701	919-682-3583
Ahmad A. Omais	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David D. Perkins	Senior Vice President	2210 East Fort Lowell Road, Suite 200, Tucson, AZ 85719	520-615-9191
John E. Potts	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Petrus S. Pretorius	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Bryan T. Rapp	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665

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KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Richard R. Rohrbaugh	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
K.K. Saxena	Senior Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Brian K. Shewski	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Sam S. Stebbins	Senior Vice President	600 Grand Boulevard, Suite M209, Miramar Beach, FL 32550	850-837-0678
David W. Stewart	Senior Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
David K. Sorenson	Senior Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Thomas M. Stovall	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
James M. Sumislaski	Senior Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Roderick P. Swindler	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
S. Clif Tate	Senior Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-15511
Guy B. Tribble	Senior Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Andrew W. Van Leeuwen	Senior Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Kent L. Van Riper	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William J. Voisin	Senior Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
William D. Waddill	Senior Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Gary W. Wallace	Senior Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Norman D. Willie	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Roy L. Wilshire	Senior Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Deborah L. Wilson	Senior Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
John E. Wilson	Senior Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-653-5847
Robert E. Wilson	Senior Vice President	3675 Innovation Drive, Lakeland, FL 33812	863-701-8702
Charles R. Wright	Senior Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Frank G. Abbott	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
Richard C. Adams	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Robert W. Barkley	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Matthew T. Barlow	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Bishop	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Ramon F. Breton	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Aaron E. Buchler	Vice President	1221 Brickell Avenue, Suite 400, Miami, FL 33131	305-673-2025
Lisa M. Burgess	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Richard V. Busche	Vice President	1321 SE 25th Loop, Suite 101, Ocala, FL 34471	352-671-9451
Gail M. Callaway	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kevin F. Carter	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Jason W. Castillo	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500

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KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Jon S. Chambers	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Michael D. Colety	Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
James F. Collins	Vice President	3175 Lenox Park Boulevard, Memphis, TN 38115	901-374-9109
Thomas G. Coppin	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-858-5800
Paul B. Danielson	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Julie K. Eklund	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-858-5800
Larry L. Flowers	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Michael L. Delmarter	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
E.C. Dember	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Kenneth A. Dierks	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Randal R. Durrenberger	Vice President	555 12th Street, Suite 1230, Oakland, CA 94607	510-625-0712
Gary A. Ehret	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Robert A. Eichinger	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Anelina G. Fairchild	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Jean B. Fares	Vice President	5550 Topanga Canyon Boulevard, Suite 250, Woodland Hills, CA 91367	818-227-2790
Thomas W. Farnan	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Kenneth L. Fink	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Jon C. Ford	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Scott J. Foster	Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Thomas M. Fowler	Vice President	10415 Morado Circle, Building I, Suite 300, Austin, TX 78759	512-418-1771
Ronald W. Freeman	Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
Brian R. Gillis	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David S. Goldman	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Brian A. Good	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Michael J. Gottholm	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Dan F. Grant	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Stephanie L. Hachem	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-653-5847
David S. Haines	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Patrick B. Hart	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Mark C. Hatchel	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Christopher W. Heggen	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Michael J. Hermann	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197
Melissa A. Hewitt	Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Jon B. Horn	Vice President	2550 University Drive, Suite 238N, St. Paul, MN 55114	651-645-4197

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Robert M. Hume	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Russell L. Karr	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Nichole M. Kerry	Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Loisalynn B. Kiefer	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
John C. Kissinger	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Keith T. Krieger	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Gregory S. Kyle	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
David J. Leistiko	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Eric C. Lovejoy	Vice President	5370 Kietzke Lane, Suite 201, Reno, NV 89511	775-787-7552
William F. Mackey	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
D. Mark Manning	Vice President	3175 Lenox Park Boulevard, Memphis, TN 38115	901-374-9109
Jean P. Marchand	Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Keith R. Markland	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Edward A. Marscheider	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
Jonathan A. Martin	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Robert J. Martin	Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Amy L. McGreger	Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511
Karen C. McPherson	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Emily H. Meador	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Joseph P. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michelle B. Mecca	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Mark D. Miller	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Daniel C. Millner	Vice President	5750 Genesis Court, Suite 200, Frisco, TX 75034	972-335-3580
M. Scott Mingonet	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
Jeffrey W. Moore	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
John J. Morris	Vice President	111 West Saint John Street, Suite 440, San Jose, CA 95113	408-279-3826
Marwan H. Mufleh	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
Salvatore J. Mussarra	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Brent H. Mutti	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Aaron W. Nathon	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Gary T. Newton	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Lisa K. Noon	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Michael A. Norby	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
David J. Osborne	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Edward Y. Papazian	Vice President	13221 Woodland Park Drive, Suite 400, Herndon, VA 20171	703-674-1300
Brian J. Parker	Vice President	45 NE Loop 410, Suite 890, San Antonio, TX 78216	210-541-9166
Keith A. Pelan	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
Adam C. Perillo	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Vicki L. Purtle	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Daniel L. Purvine	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Gary R. Ratay	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Elizabeth A. Reed	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Steven H. Reeder	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Christopher D. Rhodes	Vice President	209 Tenth Avenue, Suite 501, Nashville, TN 37203	615-564-2701
Kevin M. Roberson	Vice President	765 The City Drive, Suite 140, Orange, CA 92868	714-939-1030
Larry D. Robinson	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Michael S. Ross	Vice President	401 B Street, Suite 600, San Diego, CA 92101	619-234-9411
Curtis D. Rowe	Vice President	990 South Broadway, Suite 450, Denver, CO 80209	303-228-2300
Michael L. Rushing	Vice President	2 Sun Court, Suite 220, Norcross, GA 30092	770-825-0744
Michael M. Rutkowski	Vice President	3001 Weston Parkway, Cary, NC 27513	919-677-2000
Thomas J. Sauro	Vice President	501 Independence Parkway, Suite 300, Chesapeake, VA 23320	757-548-7300
William J. Schilling	Vice President	8657 Baypine Road, Suite 300, Jacksonville, FL 32256	904-828-39001
Michael L. Schmitt	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Harold J. Schulke	Vice President	12012 Wickchester Lane, Suite 500, Houston, TX 77079	281-597-9300
Kurt J. Schulte	Vice President	2201 West Royal Lane, Suite 275, Irving, TX 75063	214-420-5600
Dennis K. Seal	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Jon S. Sewell	Vice President	1725 Hermitage Boulevard, Tallahassee, FL 32308	850-553-3500
Carl B. Shamburger	Vice President	801 Cherry Street, Unit 11, Suite 950, Ft. Worth, TX 76102	817-335-6511
Brian E. Sowers	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Charles R. Spinks	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800
Michael D. Spruce	Vice President	1690 South Congress Avenue, Suite 100, Delray Beach, FL 33445	561-330-2345
David L. Stricklin	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Nicholas E. Sulkowski	Vice President	12700 Park Central Drive, Suite 1800, Dallas, TX 75251	972-770-1300
Karl V. Sutter	Vice President	333 Fayetteville Street, Suite 600, Raleigh, NC 276001	919-835-1494
Carl F. Tewksbury	Vice President	4500 Main Street, Suite 500, Virginia Beach, VA 23462	757-213-8600
Jonahtan D. Thigpen	Vice President	1321 SE 25th Loop, Suite 101, Ocala, FL 34471	352-671-9451
Terry M. Truex	Vice President	1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411	561-845-0665
Stephen P. Truman	Vice President	11919 Foundation Place, Suite 200, Gold River, CA 95670	916-585-5800

KIMLEY-HORN AND ASSOCIATES, INC.
DIRECTORS AND OFFICERS

Peter T. Van Buskirk	Vice President	2601 Cattlemen Road, Suite 500, Sarasota, FL 34232	941-379-7600
Peter Van Rens	Vice President	445 24th Street, Suite 200, Vero Beach, FL 23960	772-794-4100
John D. Walker	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Natha C. Walnum	Vice President	7878 N. 16th Street, Suite 300, Phoenix, AZ 85020	602-944-5500
Floyd C. Webb	Vice President	45 NE Loop 410, Suite 890, San Antonio, TX 78216	210-541-9166
Brian B. West	Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
James E. West	Vice President	6130 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	925-398-4840
Thomas L. Whalen	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
Erik J. Wilezek	Vice President	5200 NW 33rd Street, Suite 109, Ft. Lauderdale, FL 33309	954-535-5100
William R. Wilhelm	Vice President	2000 South Boulevard, Suite 440, Charlotte, NC 28203	704-333-5131
David Wilson	Vice President	2080 East Flamingo Road, Suite 210, Las Vegas, NV 89119	702-734-5666
Mark E. Wilson	Vice President	3675 Innovation Drive, Lakeland, FL 33812	863-701-8702
George E. Ellis	Regional Vice President	817 West Peachtree Street NW, Suite 601, Atlanta, GA 30308	404-419-8700
Thomas W. Lemenager	Regional Vice President	3023 East Copper Point Drive, Suite 201, Meridian, ID 83642	208-350-7260
Carlos E. Maeda	Regional Vice President	3660 Maguire Boulevard, Suite 200, Orlando, FL 32803	407-898-1511

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of award of Agreement No. 110197-DC, Blanket Services Agreement for Construction Management Services for various projects related to the City's Capital Improvement program - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($500,000 - Various Funds)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides the City with the ability to issue individual task orders for construction management, inspection and material testing services in support of various public works projects awarded by the City. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: James P. Morley - (702) 732-0448

RECOMMENDATION:
That City Council approve award of Agreement No. 110197-DC, Blanket Services Agreement for Construction Management Services to Black & Veatch Corporation in the amount of $500,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110197-DC
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **BLACK & VEATCH CORPORATION**, (the "Consultant"), a **Corporation,** whose address is **4040 S. Eastern Ave. #330, Las Vegas, Nevada, 89119**.

WITNESSETH:

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

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

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not

conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. 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, prior to executing each Project Task Order, it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service 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.

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 6/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
James P. Morley, Black & Veatch Corporation

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

100.3 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

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

200.4 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.

200.5 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Agreement maximum not-to-exceed fee for all of the Project Task Orders is **$500,000.00.**

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	RATE	UNIT
Construction Manager	$200	Per Hour
Construction Coordinator	$135	Per Hour
Inspector	$121	Per Hour
Document Administrator	$77	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.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

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

502.4 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay the sub-consultant Geotechnical & Environmental Services, Inc. based upon the sub-consultants hourly rates and testing rates established in the sub-consultants attached proposal. All rates shall remain unchanged for the duration of the Agreement.

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
7150 Placid Street
Las Vegas, Nevada 89119
(702) 365-1001 Fax (702) 341-7120

BLACK & VEATCH 2011 CITY OF LAS VEGAS BLANKET AGREEMENT FEE SCHEDULE

PROFESSIONAL AND TECHNICAL STAFF

Principal Engineer	$200	/hr	Sr. Materials Testing Tech/Construction Insp.	$105	/hr
Senior Engineer/Geologist	$155	/hr	Senior Materials Testing Technician	$85	/hr
Project Engineer	$145	/hr	Materials Testing Technician	$67	/hr
Senior Staff Engineer	$110	/hr	Environmental Technician	$95	/hr
Staff Engineer	$105	/hr	Lab/Field Supervisor	$100	/hr
Engineering Intern	$90	/hr	Draftsperson	$85	/hr
Project Geologist	$130	/hr	Administrative Staff	$70	/hr
Staff Geologist	$90	/hr	Subsistence	$100	/day
Staff Scientist	$90	/hr	Reimbursable expenses	Cost + 15%	

LABORATORY TESTING

Soils and Aggregate:			Resistivity Analysis (NDOT T235)	$85	/test
Atterberg Limits - Plasticity Index			Sand Equivalent (ASTM D 2419)	$100	/test
(ASTM D 4318)	$100	/test	Sand Equivalent - One Point Method	$60	/test
Consolidation Test (ASTM D 2435)	$410	/test	Sieve Analysis (ASTM D 6913)	$100	/test
Curve (Proctor) Check Point	$75	/test	Sodium Sulfate Soundness (ASTM C 88)	$250	/test
Direct Shear Test (ASTM D 3080)	$265	/test	Soil Cement/Lime, CTB/LTB Mix Design	Quote on request	
Expansion Index Test (ASTM D 4829)	$200	/test	Solubility (AWWA 4500 E)	$55	/test
Fractured Faces (ASTM D 5821)	$75	/test	Soluble Sodium Sulfate (AWWA 3500-Na D)	$45	/test
Hardness	$50	/test	Specific Gravity		
Hydrocollapse (ASTM D 5333)	$230	/test	Coarse Aggregate (ASTM C 127)	$75	/test
Hydrometer Analysis (ASTM D 422)	$190	/test	Fine Aggregate (ASTM C 128)	$75	/test
L.A. Abrasion (ASTM C 131)	$180	/test	Soils (ASTM D 854)	$75	/test
Minus #200 Wash (ASTM C 117)	$70	/test	Standard Compaction - Proctor		
Modified Compaction - Proctor			(ASTM D 698)	$115	/test
(ASTM D 1557)	$150	/test	Swell Pressure (ASTM D 3877)	$160	/test
Moisture Content Determination (ASTM 2216)	$20	/test	Swell Test (SNBCA 1802.3.3)	$80	/test
Moisture Content/Unit Weight (ASTM D 2937)	$35	/test	Unconfined Compressive Strength (ASTM D 2166)	$85	/test
Organic Impurities (ASTM C 40)	$60	/test	Triaxial Shear Test	$250	/test
pH Test	$50	/test	Aggregate Reactivity (ASTM C 289)	$400	/test
"R" Value (ASTM D 2844)	$250	/test	Corrosivity Analysis	$105	/test
Resistivity Test (Miller Box ASTM G57)	$120	/test			
Fireproofing:			Density	$75	/test
Concrete and Masonry:			Flexural Strength - Concrete Beams	$25	/test
Compressive Strength			Masonry Absorption, Moisture & Unit Weight	$40	/test
Concrete Cylinder (ASTM C 39)	$20	/test	8" by 16" Masonry Prisms (ASTM C 1314)	$110	/test
Core Sample	$25	/test	10" by 16" Masonry Prisms (ASTM C 1314)	$165	/test
Grout Cylinder (ASTM C 1019)	$15	/test	12" by 16" Masonry Prisms (ASTM C 1314)	$220	/test
Mortar Cylinder (ASTM C 109)	$15	/test	Shrinkage	$80	/test
Concrete Mix Design	Quote on request		Unit Weight	$25	/test
Asphalt:					
A/C Mix Design	Quote on request				
Extraction (ASTM D 2172)	$200	/test	Moisture Content, A/C Mix	$40	/test
Extraction and Gradation	$300	/test	Rice Unit Weight (ASTM D 2041)	$90	/test
Marshall Stability, Flow and Compaction	$195	/test	Unit Weight on Comp.Core (ASTM D 1188)	$55	/test
Marshall Unit Weight	$75	/Set of 3	Unit Weight & Marshall Compaction	$150	/test

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Agreement: **To be determined after award of Agreement**

600.2 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Steven P. Henness, P.E.

601.1.2 RESPONSIBLE IN CHARGE PERSON: Steven P. Henness, P.E.

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 013892

601.1.4 PROJECT MANAGER: Steven P. Henness, P.E.

601.1.5 TECHNICIAN/CADD: Rob Swanson

601.1.6 CLERICAL: Sheena Deleon Guerrero

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 Geotechnical & Environmental Services, Inc. Fee schedule attached as part of Exhibit "E" Additional Compensation.

602.1.2 Ninyo & Moore

602.1.3 Terracon

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 — Contracting Entity

Name	**Black & Veatch Corporation**
Address	**4040 S. Eastern Avenue, #330** **Las Vegas, NV 89119**
Telephone	**702/732-0448**
EIN or DUNS	**43-1833073**

Block 2 — Description

Subject Matter of Contract/Agreement: **Various projects related to the City's Capital Improvement Program**

RFP #:

Block 3 — Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). BVHC is a privately held company with less than 400 shareholders. The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds approximately 80% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, only one individual currently holds over 1% of the common shares of BVHC. Len Rodman, CEO and Director, who holds approximately 6%. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458 – 2000.		
2.			
3.			
4.			
5.			

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

8 Jun 11
Date

Subscribed and sworn to before me this 08 day of June, 2011.

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JASBIR SWATCH
No: 09-10982-1
My Appointment Expires Sept. 26, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for Fiscal Year 2012 with AON Risk Services, Inc. ($263,485 - Self Insurance Liability Trust Fund)

Fiscal Impact

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

Amount: $263,485
Funding Source: Self-Insurance Liability Trust Fund
Dept./Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
To provide coverage to the City of Las Vegas for fire and other perils for buildings, contents, leased property, outside equipment, boiler/machinery, projects under construction, domestic and foreign terrorism acts for FY 2012.

RECOMMENDATION:
Approval to renew the Fire Insurance Policy for FY 2012

BACKUP DOCUMENTATION:
1. AON Risk Services Invoice – Renewal Commercial Property Coverage FY 2012
2. Affiliated FM – Property Insurance Binder FY 2012

Risk Services | AON

City of Las Vegas

Invoice No. 8200000135720

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Aon Risk Insurance Services West, Inc.
San Francisco CA Office
199 Fremont Street
Suite 1500
San Francisco CA 94105
(415) 486-7000 FAX (415) 486-7029

Client Account No.	Invoice Date	Currency	Account Executive
570000025190	Jun-17-2011	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Affiliated FM Insurance Co.	TQ337 City of Las Vegas	Jul-01-2011 - Jul-01-2012	Jul-01-2011	Renewal - Commercial Property Coverage	
				Premium	260,485.00
				Engineering Fee	3,000.00
				TOTAL INVOICE AMOUNT DUE	**263,485.00**

TO AVOID POTENTIAL DISRUPTION IN COVERAGE, PLEASE PAY IMMEDIATELY.
For Wire instructions, contact your Account Executive.

Please see last page for statement regarding Aon compensation.

Please detach here. Top portion is for your records, bottom portion to be returned with your payment.

Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000025190	8200000135720	Jun-17-2011	US DOLLAR	263,485.00

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Send remittance to:

Aon Risk Insurance Services West, Inc.
Aon Risk Services Inc.
Department 9832
Los Angeles CA 90084-9832

Regarding Compensation

Affiliates of Aon Group, Inc. that provide retail, wholesale and reinsurance brokerage, risk management, underwriting and/or claim management, captive management, premium financing, or consulting may receive compensation in the form of (i) commissions and/or fees paid by an insurer and/or other third party and/or fees paid by a client; and (ii) investment and/or interest income on premiums, claim payments and return premiums temporarily held as fiduciary funds subject to the principal's consent as may be required or permitted by applicable law.

To the extent that any portion of Aon's compensation by operation of law, agreement or otherwise becomes adjusted or credited to you, it is your responsibility to disclose the actual net cost to you of the brokerage and insurance costs you have incurred to third party(ies) having an interest in such amounts.

If you have any questions regarding the nature or amount of the compensation paid to any Aon company on your account, we encourage you to contact the head of the Aon office that services your account.

INSURANCE BINDER for City of Las Vegas (Policy TQ337)

To: Justin Perkins | At: Aon Risk Insurance Services West, Inc.

From: Steven T. Ho | Date: 16 Jun 2011 | Pages: 6

This binder is issued subject to all the terms and conditions of the policy regularly issued by the Company in the state or province in which the property is located. However, if there is any inconsistency or conflict with the terms and conditions of said policy, other than statutory, the terms and conditions of this binder will take precedence.

A. POLICY TERM:

01-July-2011 to 01-July-2012

B. NAMED INSURED:

City of Las Vegas, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This company's liability will not exceed the respective Sub-Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total Limit of Liability exceed **$500,000,000** as a result of any one occurrence, regardless of the number of perils, coverages or locations involved.

D. INSURANCE PROVIDED:

All risks of direct physical loss or damage, as defined and limited herein, on Real Property, Personal Property, Extra Expense, including the Extensions of Coverage applying at the following described locations:

As per schedule on file dated 31-March-2011.

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1.	Not Covered	Earth Movement (Annual Aggregate, for all coverages provided)
2.	Not Covered	Flood (Annual Aggregate, for all coverages provided)
3.	$10,000,000	Extra Expense
4.	$1,000,000	Leasehold Interest

F. EXTENSIONS OF COVERAGE (EOC) SUB-LIMITS:

The following sub-limits of liability will apply on a per occurrence basis for all coverages provided, unless otherwise stated below, and are part of, not in addition to the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

All Risk - Extensions of Coverage Sub-Limits:

1.	$100,000	Fire Fighting Materials and Expenses
2.	$100,000	Professional Fees
3.	$250,000	Expediting Expenses
4.	$100,000	Trees, Shrubs, Plants and Lawns not to exceed a limit of $1,000 per item
5.	$250,000	Pavements and Roadways
6.	$50,000	Land and Water Clean Up Expense (Annual Aggregate, for all coverages provided)
7.	$250,000	Installation Floater
8.	$5,000,000	Newly Acquired Property
9.	$5,000,000	Unnamed Locations Coverage
10.	$2,500,000	Fine Arts
11.	$500,000	Accounts Receivable
12.	$500,000	Valuable Papers and Records
13.	$500,000	Electronic Data Processing, Data and Media
14. Demolition and Increased Cost of Construction		
	Policy Limit	Item A: Undamaged Portion
	$1,000,000	Item B: Demolition
	$1,000,000	Item C: Compliance with the Law
	$1,000,000	Item D: Business Interruption
15.	$5,000,000	Errors and Omissions
16.	$500,000	Transit
17. Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement		
	$500,000,000	A. United States Certified Act of Terrorism coverage
	$100,000	B. Terrorism Coverage for Locations Outside of the United States (Annual Aggregate, for all coverages provided)
18.	$1,000,000	Fungus, Mold or Mildew
19.	$100,000	Deferred Payment
20.	$250,000	Off-Premises Service Interruption - Property Damage
21.	$100,000	Arson or Theft Reward
22.	$100,000	Money and Securities
23.	$100,000	Locks and Keys
24.	$100,000	Tenants Legal Liability and Expense
25.	$100,000	Soft Costs

The above Extensions of Coverage sub-limits of liability will be the maximum payable for property damage and business interruption (if applicable) resulting from such property damage, or any combination thereof.

As respects the United States of America, its territories and possessions, the District of Columbia, the Commonwealth of Puerto Rico, the U. S. Virgin Islands; and Canada, Section D. Extensions of Coverage Item 9. Unnamed Locations and Section C. Additional Coverage Item 4. Property Removed from Described Locations are extended to Section D. Extension of Coverage Item 17. Terrorism with a sub-limit of liability of $100,000 (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined. Also a $100,000 Flood sub-limit of liability (if provided) (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined applies to Section D. Extension of Coverage Item 17. Terrorism.

Both of these sub-limits of liability applying to the Extension of Coverage Item 17. Terrorism do not apply to the Supplemental United States Certified Acts of Terrorism Endorsement.

These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

G. DEDUCTIBLE AMOUNT:

The following deductible amounts shall apply per occurrence for loss or damage under this policy in the respective loss categories indicated:

1. Boiler and Machinery:

   A.Property Damage: $10,000

   B.Business Interruption Waiting Period:

   In the event of loss or damage insured by this policy, no coverage is provided for business interruption unless and until the period of interruption exceeds 24 hours beginning from the time of loss. The company's liability commences only after, and does not include, the waiting period.

2. Off Premises Service Interruption Qualifying Period:

   In the event of loss or damage covered by this policy, no coverage is provided unless the service interruption exceeds 24 hours beginning from the time of loss or damage covered by this policy. If the service interruption exceeds 24 hours, the loss will be calculated from the time of loss or damage covered by this policy, subject to the policy deductible.

3. Electronic Data Processing Equipment, Data and Media Deductible:

   In the event of loss or damage to Electronic Data Processing (EDP) Equipment, Data and Media insured by this policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the period of interruption exceeds 48 hours beginning from the time of insured loss. The company's liability commences only after, and does not include, the Waiting Period specified.

   If the period of interruption exceeds 48 hours, the insured loss will be calculated based upon the amount of insured loss in excess of the Waiting Period and subject to a combined deductible for all coverages of $10,000 per location.

   Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any Waiting Period.

4. $10,000 All Other Losses.

H. SPECIAL TERMS AND CONDITIONS:

1. **Extended Terrorism Coverage Endorsement**

   Section F. Perils Excluded, Group I. Item 2. f. is amended to:

   f. Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in Section D, Extensions of Coverage, 17. Terrorism. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the insured), then this Policy covers only to the extent the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any coverage provided in any Business Interruption Endorsement, if any, which may be a part of this Policy, or any extension of such coverage, or to any other coverages provided by this Policy.

      Any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage which may be covered elsewhere in this Policy.

If any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, also comes within the terms of the hostile or warlike action exclusion of this Policy in Section F, Group I, 2.a., the hostile or warlike action exclusion applies in place of this exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this exclusion applies in place of the nuclear hazard exclusion of this Policy, Section F, Group I, 1.

2. **Notice of Cancellation**

The time required by the Company for mailing or delivering notice of cancellation of this policy to the First Named Insured as shown in Item 17., Cancellation, shown in Section G., General Conditions, is extended from 60 days to 90, except the notice for non-payment of premium remains at ten (10) days.

3. **Greens and Fairways Coverage**

This policy is extended to cover golf greens situated on the Insured's premises for an amount not to exceed $1,000,000 per occurrence, with a maximum of $50,000 per green and/or fairway when direct physical loss or damage results from a named peril by this Policy.

A golf green is defined as an area of short grass and amending soil which is a functional part of a golf course used as a putting surface. A fairway is defined as an area of short grass and amending soil which is a functional part of a golf course located between the tee box and golf green. For purposes of this coverage, fill material and subsoil shall not be considered as an insurable part of the golf green or fairway.

Golf Greens Exclusion: The coverage with respect to Golf Greens does not cover loss or damage to greens caused by vehicles owned and / or operated by the employees of the Insured or by any tenant of the Insured's premises.

4. **United States Certified Act of Terrorism 2008**

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **Terrorism** contained in Section H. DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy shall be considered **Terrorism** within the terms of this policy. Notwithstanding anything contained in this policy to the contrary, this policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this policy is not recoverable under this policy.

5. **Fine Arts**

The following limits apply to each article in the schedule of Fine Arts listed below. In no event will the Fine Arts limit of liability shown in the Extensions of Coverage Sub-limit section apply in addition to those limits shown below and will now apply to each unscheduled article of Fine Arts.

Article	Description	Limit(s) of Liability

As Per Schedule Received 3/26/2009

I. INDEX OF FORMS:

The following forms are made part of this policy:

Title	Form No.	Edition
Standard Fire Insurance Policy	1677-A	(1/00)
Declarations	S-1 PRO 3100	(1/08)
All Risk Property Coverage	PRO AR 3100	(10/09)
Business Interruption Endorsement Extra Expense	PRO EE 2260	(1/03)
Nevada Amendatory Endorsement	6513	(7/02)
Supplemental United States Certified Acts of Terrorism Endorsement	7312	(1/08)
Application of Policy to Date and Time Recognition	PRO DTR 2400	(11/00)

Forms, worksheets and other material are available at: www.affiliatedfm.com

PREMIUM:

Total Premium: **$260,485** at 15.00% commission

Engineering Fees: $3,000 at no commission.

Applicable state taxes, surcharges and fees are not included in this binder. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this binder and Affiliated FM forms versus your application are not provided.

This binder expires September 1, 2011.

Insurance under this binder will end when whichever of the following happens first; 1) the replacing policy is issued; 2) the expiration date of this binder; or 3) cancellation by the Insured or this Company.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the City's Excess Workers' Compensation Insurance coverage for Fiscal Year 2012 with AON Risk Services, Inc. ($395,252 – Workers' Compensation Self Insurance Trust Fund)

Fiscal Impact

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

Amount: $395,252
Funding Source: Self-Insurance Liability Trust Fund
Dept./Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
Chapter 616 of the Nevada Revised Statutes (NRS) requires that all self-insured employers maintain excess workers' compensation insurance coverage. The premium for this coverage is based on a self-insured retention limit of $1,000,000 per claim for non-public safety personnel and $4,000,000 for public safety personnel. It is priced using the city's estimated payroll of $209,584,283 at an annual rate per $100 in payroll of $0.1886. The total cost of this coverage represents a savings of $70,537 from FY 2011.

RECOMMENDATION:
Approval to renew the Excess Workers' Compensation Insurance Policy for FY 2012

BACKUP DOCUMENTATION:
1. AON Risk Services Invoices – Renewal Excess Workers' Compensation Coverage FY 2012
2. ACE USA Excess Workers' Compensation Insurance Binder FY 2012

Risk Services | AON

City of Las Vegas

Invoice No. 8200000135716

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Aon Risk Insurance Services West, Inc.
San Francisco CA Office
199 Fremont Street
Suite 1500
San Francisco CA 94105
(415) 486-7000 FAX (415) 486-7029

Client Account No.	Invoice Date	Currency	Account Executive
570000025190	Jun-17-2011	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
ACE American Insurance Company	WCUC46244709 City of Las Vegas	Jul-01-2011 - Jul-01-2012	Jul-01-2011	Renewal - Excess Workers Compensation Premium	395,252.00
				TOTAL INVOICE AMOUNT DUE	**395,252.00**

TO AVOID POTENTIAL DISRUPTION IN COVERAGE, PLEASE PAY IMMEDIATELY.
For Wire instructions, contact your Account Executive.

Please see last page for statement regarding Aon compensation.

Please detach here. Top portion is for your records, bottom portion to be returned with your payment.

Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000025190	8200000135716	Jun-17-2011	US DOLLAR	395,252.00

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Send remittance to:

Aon Risk Insurance Services West, Inc.
Aon Risk Services Inc.
Department 9832
Los Angeles CA 90084-9832

Regarding Compensation

Affiliates of Aon Group, Inc. that provide retail, wholesale and reinsurance brokerage, risk management, underwriting and/or claim management, captive management, premium financing, or consulting may receive compensation in the form of (i) commissions and/or fees paid by an insurer and/or other third party and/or fees paid by a client; and (ii) investment and/or interest income on premiums, claim payments and return premiums temporarily held as fiduciary funds subject to the principal's consent as may be required or permitted by applicable law.

To the extent that any portion of Aon's compensation by operation of law, agreement or otherwise becomes adjusted or credited to you, it is your responsibility to disclose the actual net cost to you of the brokerage and insurance costs you have incurred to third party(ies) having an interest in such amounts.

If you have any questions regarding the nature or amount of the compensation paid to any Aon company on your account, we encourage you to contact the head of the Aon office that services your account.

ace usa

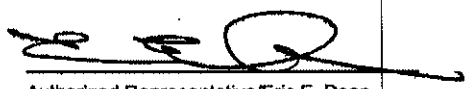
ACE USA (215) 640-5552 fax
ARM Excess WC www.ace-ina.com
Routing WA04P
436 Walnut Street
Philadelphia, PA 19106-3703

Excess Workers Compensation Binder/Notice of Election

June 16, 2011

This Binder/Notice of Election for Excess Workers Compensation Insurance is being issued on behalf of the Insured at the request of the Producer.

Producer:	Justin Perkins AON Los Angeles, CA
Insurer:	ACE American Insurance Company
Insured:	**City of Las Vegas**
Policy Number:	WCU C46244709
State(s):	NV
Policy Period:	July 1, 2011 – July 1, 2012



Authorized Representative/Eric E. Dean

LIMITS / RETENTION

Workers Compensation Limit:	Statutory	
Employers Liability Limits:	$1,000,000	Each Accident
	$1,000,000	Each Employee for Disease
	N/A	Annual Aggregate
SIR for WC and EL Combined:	$4,000,000	Each Accident / Each Employee for Disease- **Police, Fire and Safety Personnel Only**
	$1,000,000	Each Accident / Each Employee for Disease- **All Other Employees**

EXPOSURE BASIS / PREMIUM / COMMISSION

Estimated Payroll:	$209,584,283
Rate per $100 of Payroll:	0.1886
Deposit Premium:	$395,252
Minimum Premium:	95%
Commission:	10.0%

POLICY FORMS AND ENDORSEMENTS

Title	Form Number	Edition
ACE Specific Excess Workers' Compensation and Employers' Liability Policy	CKE-1167k	10/06
Loss and Expense Adjustment Endorsement – ALAE Included	CK-12887b	04/08
Notification of Premium Adjustment	WC 99 04 44	08/06
Voluntary Compensation Schedule	CKE-18768a	01/07
Communicable Disease Coverage Endorsement	WC 99 03 48	04/08
Cap on Losses from Certified Acts of Terrorism	WC 99 04 59a	01/08
Your Retention	CKE-15415	04/04
Applicable state amendatory endorsements		

DISCLOSURES AND NOTICES

Title	Form Number	Edition
ACE Producer Compensation Practices & Policies	WC 99 03 42	10/06
Disclosure Notice of Terrorism Insurance Coverage	TRIA 11b	01/08
Trade and Economic Sanctions Endorsement	WC 99 07 73	11/06
US Treasury Department (OFAC) Notice	ILP 001 01 04	
Attachment: TRIA Disclosure	TR 19606c	

CONDITIONS

Payment Plan: The estimated premium is due in full at inception

Binder Expiration: This binder expires in 60 days or upon issuance of the policy

Audit: The estimated premium is 95% minimum to deposit at audit

TPA: Self-Administered

Certification: The premium shown in this Binder/Notice of Election for the Polic(ies) scheduled herein were calculated in accordance with approved rating plans or are subject to deregulation. The insured has elected the use of those rating plans, as described in this Binder/Notice of Election and understands all terms, conditions and provisions of those plans, including the methods of adjustment, payment and penalties for cancellation outlined herein and/or in endorsements to the policies listed in the scheduled policies, as described in this Binder/Notice of Election.

Attachments: Terrorism Insurance Act Notification
Payment Instructions
Claim Notification Procedures

ace usa

EXCESS WORKERS' COMPENSATION - Claim Reporting Criteria

REPORTABLE FILES

The Insured, or a designated Third Party Administrator on their behalf, is required to report the below indicated losses within 90 days to Claims and Underwriting:

Claims:
Kathleen McCreary, SCLA
Excess Claim Manager
ACE USA Claims
PO BOX 5110
Scranton, PA 18505-0527

phone: 302.476.7286
fax: 866.635.5687
email: kathleen.mccreary@acegroup.com

Underwriting:
Eric Dean
Vice President
ACE Risk Management
436 Walnut Street, WA04P
Philadelphia, PA 19106-3703

phone: 215.640.2151
fax: 215.640.5552
e-mail: eric.dean@acegroup.com

All losses, as listed below, regardless of reserve, including allegations of listed injuries or situations:

- Cases involving coverage disputes
- A fatality
- Amputation of a major extremity
- Any serious head injury (including skull fracture or loss of sight of either or both eyes
- Any injury to the spinal cord
- Any severe burn case
- Any claim arising under Part Two, Employers Liability
- Any claim reserved for 50% or more of the retention

STRUCTURED SETTLEMENTS

The Insured or designated Third Party Administrator must submit any claim to the designated individuals above when a structured settlement is contemplated to resolve the claim which will exceed the self insured layer. ACE USA will provide or deny authority, Broker, Life Company and further instructions.

PLEASE REFER TO PART FOUR – CLAIMS OF YOUR SPECIFIC EXCESS WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY FOR COMPLETE CLAIM REPORTING AND HANDLING REQUIREMENTS

PAYMENT INSTRUCTIONS

Payment is due within 30 days of the effective date or 15 days of the invoice date, whichever is later. When remitting payment, please include the invoice date on your remittance along with page 2 of the invoice.

If making payment by wire transfer, please remit to:

Wachovia Bank
Charlotte, NC
ABA#031201467, Account number 2014174985825

If paying by check, please make the check payable to ACE American Insurance Company and mail to:

ACE USA
Dept. CH 10123
Palatine, IL 60055-0123

If using overnight delivery, please send to:

Overnight Mail: Chicago Regional Lockbox
5505 N. Cumberland Ave., Suite 301
Chicago, IL 60656

Attn: Box #10123

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Amendment III to the License Agreement between the City of Las Vegas and New Cingular Wireless PCS, LLC for the wireless communications system located at 333 North Rancho Drive, known as the Development Services Center ($1,200 additional revenue per month) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Amendment will allow for the additional installation of equipment to the Premises, increasing the license fee due to the City each month.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Amendment III

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

Amendment III

This Amendment III (this "Amendment"), dated this ____ day of _____, 2011 ("Effective Date"), is made to the License Agreement, dated July 1, 2001 as amended by Amendment I dated December 14, 2004 and Amendment II dated December 7, 2005, (collectively, the "Agreement") by and between **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless Services of Nevada, LLC ("LICENSEE"), and **CITY OF LAS VEGAS** ("LICENSOR"), a municipality, with respect to the site known as Atrium Tower located at 333 N. Rancho Drive, Clark County, Las Vegas, Nevada 89107 ("Premises").

LICENSOR's managing agent with respect to the Agreement is SBA Site Management, LLC ("SBAM"), a Florida limited liability company, having an address at 12250 Weber Hill Road, Suite 120, St. Louis, Missouri 63127.

LICENSEE and LICENSOR desire to amend the Agreement for the purpose of adding equipment at the Premises as further described herein, increasing the license fee and for other purposes as may be set forth in this Amendment.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LICENSEE and LICENSOR agree as follows:

1. Capitalized Terms. Capitalized terms used in this Amendment will have the meanings set forth in the Agreement unless otherwise indicated.

2. Equipment. Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, LICENSEE shall have the right to swap six (6) panel antennas for larger and to install three (3) 8' antennas, six (6) Tower Mount Antennas (TMA's), six (6) Remote Radio Heads (RRH's), one GPS, three (3) Raycap surge suppressors, one (1) fiber cable and two (2) power lines ("Additional Equipment") at the Premises in accordance with all the terms and conditions of the Agreement.

Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, Exhibit A to the Agreement is deleted in its entirety and superseded and replaced with Exhibit A-1 attached hereto.

3. License Fee. Beginning upon the earlier of (i) the commencement of the installation of the Additional Equipment on the Premises or (ii) July 1, 2011, LICENSEE shall pay monthly to LICENSOR, in addition to and payable with the monthly license fee, an additional fee of One Thousand Two Hundred Dollars and Zero Cents ($1200.00) (the "Additional Equipment Fee"), pro rated for partial months. The Additional Equipment Fee shall be subject to the same escalations, in amount and frequency, to which the license fee is subject in accordance with the Agreement. Payments under this paragraph 3 shall be in addition to any other amounts required under the Agreement.

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

4. Notices. Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, addresses in the Agreement are hereby superseded and replaced with the following:

LICENSEE'S Addresses:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004
Cell Site Number: LSVGNVL263
Cell Site Name: Road Rage
Fixed Asset Number: 10100995
Attn: Network Real Estate Admin.

with a copy to: New Cingular Wireless PCS, LLC
PO Box 97061
Redmond, WA 98073-9761
Cell Site Number: LSVGNVL263
Cell Site Name: Road Rage
Fixed Asset Number: 10100995
Attn: AT&T Legal Department

overnight: New Cingular Wireless PCS, LLC
16331 NE 72nd Way
Redmond, Washington 98052-7827
Cell Site Number: LSVGNVL263
Cell Site Name: Road Rage
Fixed Asset Number 10100995

LICENSOR'S Address:

City of Las Vegas
Attn: Real Estate & Utilities
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

Managing Agent's Addresses:

SBA Site Management, LLC
12250 Weber Hill Road
Suite 120
St. Louis, Missouri 63127
Attn: Site Administration

with a copy to: SBA Site Management, LLC
1480 Route 9 North
Suite 303
Woodbridge, New Jersey 07095
Attn: Legal

with a copy to: SBA Site Management, LLC
5900 Broken Sound Parkway NW
Boca Raton, Florida 33487
Attn: Legal

5. Confirmation. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect without modification or amendment. This Amendment will form a part of the Agreement for all purposes and the Agreement and this Amendment will hereafter be read together. In case of any inconsistencies between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control.

[The next page is the signature page to this Amendment]

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

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

CITY OF LAS VEGAS

By: _____
Name:
Title:

Approved as to form
John S. Ridilla 5/10/4
John S. Ridilla Date
Deputy City Attorney

NEW CINGULAR WIRELESS PCS, LLC
By AT&T MOBILITY CORPORATION,
ITS MANAGER

By: _____
Name: KEVIN McGEE
Title: AREA MANAGER

[Signature page to this Amendment]

ACKNOWLEDGMENT

State of California
County of San Diego)

On 6/1/2011 before me, A.B. Connolly, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

A. B. CONNOLLY
Commission No. 1920627
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires January 6, 2015

Signature A.B. Connolly **(Seal)**

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal:

_____
Signature of Notary

Commission Expiration Date:

_____
[AFFIX NOTARIAL SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, _____, before me, _____ Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

_____
Signature of Notary

Commission Expiration Date:

_____

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

[AFFIX NOTARIAL SEAL]

[Notary page to this Amendment]

LICENSEE Site Number: LSVGNVL263
LICENSEE Site Name: Road Rage

Exhibit A-1

Equipment

Note: Any equipment of LICENSEE not listed on this exhibit may not be installed by LICENSEE, unless the Agreement provides otherwise.

Call Sign: _____

Antennas:

TYPE & QUANTITY	MAKE	MODEL NO.	SIZE (L x W x D)	# of CABLES	CABLE SIZE	MOUNTING HEIGHT
6-TX/RX	Powerwave	RA31.7785	104" x 11" x 5"	12	1 5/8"	71'
3-TX/RX	Kathrein	800-10766	96" x 11.8" x 6"	6	1 5/8"	71'
1	GPS					
				3	1-10mm-Fiber line 2-19.7mm – Power lines	

Tower Mount Amplifiers, RRH's Surge Suppressors and Diplexers:

TYPE & QUANTITY	MAKE	MODEL NO.	SIZE (L x W x D)	# of CABLES	CABLE SIZE	MOUNTING HEIGHT
6-TX/RX	Powerwave TMA's	LGP17201	13.9" x 14.4" x 3.7"			Behind antennas
6	Diplexers					Within existing leased space
3	Lucent RRH	RRH2100 AWS	12" x 9" x 25"			
3	Lucent RRH	RRH700	12.6" x 5.7" x 28.8"			
3	Raycap Surge Suppressor	DC6-48-60-18-8F	11" x 24" x 18"			

Permitted Operating Frequency of Equipment:

TX Frequencies: 734-746, 824.04-834.99, 845.01-846.48, 1945-1950, 1975-1982 MHz
RX Frequencies: 704-716, 869.04-879.99, 890.01-891.48, 1865-1870, 1895-1902 MHz

Base Stations (4):

Manufacturer: _____
Model No.: _____
Dimensions: ____" L x ____" W x ____" D
Power Output: _____ watts
Power Requirement: _____ v _____amps / Duty Cycle: _____

Three (3) metal cabinets on the concrete floor to occupy floor space of no more than one hundred eighty (180) square feet.
One (1) metal cabinet measuring 5'L x 10'W on the concrete floor in the rooftop mechanical room to occupy floor space of no more than fifty (50) square feet.

Effective Radiated Power of Licensee's Equipment: 600 watts

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of a Settlement Agreement between the City of Las Vegas and Bank of America (BOA) Nevada for the Decatur Boulevard Rehabilitation Project located at the southwest corner of Decatur Boulevard and Charleston Boulevard, APN 162-06-111-002 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Additional public right of way is required for the construction of traffic related improvements for the Decatur Boulevard Rehabilitation Project. The City filed a Condemnation Action in March 2009 and was granted an Order Permitting Occupancy Pending Entry of Judgment. The City and BOA negotiated this Settlement Agreement to settle all disputes and claims related to the Condemnation Action. In the Settlement Agreement, the City agreed to several issues related to the Bank's use of the parcel, parking requirements and driveway/drive thru operations. The City agreed to construct on-site improvements. Upon approval, a Stipulation and Judgment of Condemnation will be filed with the Court and both parties agree to refrain from pursing any litigation related to the Condemnation Action. A Memorandum referencing the Settlement Agreement will also be executed and recorded. Funding source is Regional Transportation Commission of Southern Nevada. Legal Description: Being a portion of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 6, Township 21 South, Range 61 East, Mount Diablo Meridian, City of Las Vegas, Clark County, Nevada.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Settlement Agreement

SETTLEMENT AGREEMENT FOR THE DECATUR AND CHARLESTON INTERSECTION WIDENING PROJECT

This Settlement 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 Bank of America, NT&SA, a (U.S.) corporation per NRS 666.035(1), f/k/a Bank of America Nevada, f/k/a Bank Building, Inc. (collectively "Bank of America"). City and Bank of America are individually or collectively referred to herein as the "Settling Party" or "Settling Parties."

RECITALS

WHEREAS, City is designing a project known as the Decatur and Charleston Intersection Widening Project, City Project Number 37187 ("Project"); and

WHEREAS, the Project requires additional public right-of-way and easements over a portion on Assessor's Parcel Number 162-06-111-002 ("Property") in order to construct a right turn lane and permanent easements on the Property for a bus shelter and a traffic signal and a temporary construction easement on the Property; and

WHEREAS, City filed a Condemnation Action to acquire all right, title and interest to a portion of the Property in March 2009, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to the Order Granting Motion for an Order Permitting Occupancy Pending Entry of Judgment, City deposited One Hundred Eighty Six Thousand Two Hundred Twenty Five Dollars and No Cents ($186,225.00); and

WHEREAS, the Settling Parties now desire to settle any and all disputes and claims related to this as they relate to the Condemnation Action on the Property;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

ARTICLE I
LAND USE RELATED ISSUES

1. City agrees that, Bank of America, or any of its affiliates, subsidiaries, or successors may operate a business in the existing building on the Property or construct a new one-story building on the existing building footprint, regardless of the use on the Property, and no landscaping buffer shall be required on the Property.

2. City agrees that, so long as Bank of America continues to operate a retail banking branch in the existing building (or any replacement upon damage or destruction) on the Property, Bank of America may, at its sole discretion, restripe the parking lot to reconfigure the parking configuration on the Property. Any restriping of the existing parking lot shall conform with Americans with Disability Act of 1990, as amended, shall conform with City of Las Vegas design standards regarding Fire Department

access, and shall not reduce the number of parking spaces below the forty (40) spaces required by the City's Municipal Code based on the current land use on the Property. The Settling Parties agree that the changes to the existing parking lot constructed by the City as part of the Project shall not cause the existing parking lot to be non-compliant with the Americans with Disability Act of 1990, as amended, City of Las Vegas Fire Department access standards, or the number of parking spaces for the existing land use required by the City's Municipal Code.

3. City agrees that so long as Bank of America, or any of its affiliates, subsidiaries, or successors continues to operate the drive thru banking facility on the Property as currently configured, the City waives any storage requirements for automobiles utilizing the drive thru. In addition, City agrees that so long as Bank of America or any of its affiliates, subsidiaries, or successors continues to own or operate the existing building (or any replacement upon damage or destruction) on the Property, no changes to the driveway along Charleston Boulevard that services the drive thru (the driveway that is being reconstructed by the Project) will be required.

4. City agrees that so long as Bank of America or any of its affiliates, subsidiaries, or successors, continues to own or operate the existing building on the Property, upon completion of the Project, there will be only one entrance/exit driveway along Charleston Boulevard and that this driveway can be used for vehicles to enter and exit the Property and that no additional driveways along Charleston Boulevard will be required.

ARTICLE II
PROJECT RELATED ISSUES

1. City agrees, at its sole cost and concurrent with the construction on the Project, to remove the existing landscaped island that currently diverts traffic through the Property parking lot to facilitate operations of the drive thru and to pave the area to match the adjacent asphalt parking lot.

2. City agrees, at its sole cost and concurrent with the construction on the Project, to remove and relocate the existing Bank of America sign at the corner of the Property to a location approved by the Bank. City agrees to use all reasonable efforts to remove and relocate the sign to minimize the amount of time the sign is not visible to the public not to exceed seven (7) days. The location of the relocated sign shall be coordinated with an on-site Bank of America representative.

3. City agrees that upon completion of the Project, the reconstructed driveways shall meet all Clark County area design standards and that Bank of America or its successor will not be required to reconstruct the parking lot on the Property to accommodate the Project.

ARTICLE III
NO ADMISSION OF LIABILITY

It is further understood that this Agreement is a compromise of a dispute between the Settling Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Settling Parties and the Settling Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

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///

ARTICLE IV
COVENANT NOT TO SUE

The Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected with the Condemnation Action. This covenant in no way limits the rights of the Parties to seek judicial remedies to enforce the terms of this Settlement Agreement

ARTICLE V
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES

1. Bank of America acknowledges that, subject to the terms of this Agreement, all future development on or redevelopment of the Property, including any changes to the existing building or site that require City action, will be required to conform to the City's Municipal Code's land use entitlement requirements. The City acknowledges that the Condemnation Action required the removal of the existing perimeter landscaping on the Property along Charleston Boulevard and Decatur Boulevard and the removal or restriction of the use of sixteen (16) parking spaces on the Property, and these impacts will be considered if a new project that is multi-story on the existing building footprint or exceeds the existing building footprint is proposed on the Property.

2. The Settling Parties agree to execute the Stipulation and Judgment of Condemnation, attached hereto as Exhibit B, attached hereto and incorporated herein by this reference, to settle the Condemnation Action in its entirety.

3. Each Settling Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

4. Neither Settling Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling Party is not relying upon any statement, representation or promise of the other Settling Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Settling Party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

5. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.

6. Each Settling Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of the Settling Party is empowered to do so and thereby bind the Settling Party.

7. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of

misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law, or of any other circumstance whatsoever.

8. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

9. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

10. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

11. This Agreement is the entire agreement between the Settling Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.

12. This Agreement is binding upon and shall inure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the Settling Parties.

13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

14. The Settling Parties agree to record a memorandum of agreement with the Clark County Recorder's office in the form attached hereto as Exhibit C.

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15. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year first written above.

CITY OF LAS VEGAS

By: _____
~~Oscar B. Goodman, Mayor~~
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By John S. Ridilla 6/14/11
Deputy City Attorney Date

BANK OF AMERICA, NT&SA

By: Judy Wilkinson 5-19-11
Judy Wilkinson
Assistant Vice President

EXHIBIT A

Condemnation Action

ORIGINAL

COMP
BRADFORD R. JERBIC
City Attorney
Nevada Bar No. 1056
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702)386-1749
Email: JRidilla@LasVegasNevada.gov
Attorneys for CITY OF LAS VEGAS

FILED
MAR 6 3 30 PM '09
CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

CITY OF LAS VEGAS, NEVADA, a municipal corporation,

Plaintiff,

vs.

BANK BUILDING, INC., a Nevada corporation; VALLEY BANK OF NEVADA, a Nevada corporation; NEVADA POWER COMPANY; CENTRAL TELEPHONE; and any and all known and unknown DOES I through V claiming any right, title or interest in or to the subject property,

Defendants.

CASE NO. A584544
DEPT. NO. II

EXEMPT FROM ARBITRATION:
Action Concerning Title to Real Property

COMPLAINT IN EMINENT DOMAIN

Plaintiff CITY OF LAS VEGAS, NEVADA, through its Attorneys, BRADFORD R. JERBIC, City Attorney, by JOHN S. RIDILLA, Deputy City Attorney, for its causes of action against Defendants alleges and claims as follows:

I.

That the CITY OF LAS VEGAS is, and at all relevant times herein was, a municipal corporation of the State of Nevada, duly incorporated and acting under and by virtue of that

RECEIVED
MAR 06 2009
CLERK OF THE COURT

certain act of the Legislature of the State of Nevada approved April 24, 1971, entitled "An Act incorporating the City of Las Vegas, in Clark County, Nevada and defining the boundaries thereof, under a new charter and providing for other matters properly relating thereto"; and all subsequent amendments thereto, now in full force and effect constituting the present Charter (hereinafter the "City Charter") of the Plaintiff, CITY OF LAS VEGAS, NEVADA.

II.

Plaintiff is informed and believes and herein alleges that Defendants are and were at all times pertinent hereto, residents of Clark County, State of Nevada, or have an interest in the Subject Property.

III.

That Plaintiff CITY OF LAS VEGAS has commenced this action to acquire all right, title and interest to a portion of Defendant's real property located at the southwest corner of the intersection of South Decatur Boulevard and West Charleston Boulevard, and the improvements thereon, if any, described in legal descriptions for the right-of-way for a right turn lane, permanent bus shelter easement, permanent traffic signal easement, and temporary construction easement labeled as Exhibit "1," attached hereto and incorporated herein as a part of this Complaint. This property and the improvements thereon, if any, are located in the County of Clark, State of Nevada and are hereinafter referred to as the "Subject Property."

IV.

The names of all of the owners, occupants and claimants of the Subject Property insofar as known to the Plaintiff at the time of the filing of this Complaint, are as follows:

(a) The Defendants BANK BUILDING, INC., a Nevada corporation, as to an undivided 100% interest;

(b) The Defendant VALLEY BANK OF NEVADA, a Nevada corporation, may have an interest in the Subject Property pursuant to a lease recorded June 26, 1984, in Book

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

1945 as Document No. 1904834 of the official records of the Clark County Recorder's Office.

(c) The Defendant NEVADA POWER COMPANY may have an interest in the Subject Property pursuant to a power line easements recorded March 6, 1973, in Book 307 as Document No. 266160 and in Book 307 as Document No. 266161 of the official records of the Clark County Recorder's Office.

(d) The Defendant CENTRAL TELEPHONE COMPANY may have an interest in the Subject Property pursuant to communication line easement recorded March 6, 1973, in Book 307 as Document No. 266160 of the official records of the Clark County Recorder's Office.

V.

The Plaintiff has been informed and believes, and therefore alleges, that there are or may be others, persons, corporations, partnerships or other entities, identified as DOES I through V herein who have, or claim to have, an interest in the Subject Property and whose names are unknown to the Plaintiff at this time. When their true names and identities are ascertained, Plaintiff will seek leave of this Court to amend its Complaint to add the names of any additional interested Defendants.

VI.

Plaintiff, through its City Council, is authorized and empowered to acquire, either in fee or any lesser estate or interest, real property or any interests therein for right-of-way purposes through the exercise of its power of eminent domain under and by virtue by the City Charter § 2.140, and NRS Chapter 37, et seq.

VII.

Section 2.140 of Article II of the City Charter provides, in part, as follows:

> The City Council may acquire the property within or without the corporate boundaries of the City for any City purpose, in fee simple or any lesser interest or estate, by purchase, exchange, gift, demise, lease or condemnation.

...

...

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

VIII.

Pursuant to the provisions of Section 2.140 of the Las Vegas City Charter, at a duly noticed public meeting held on March 21, 2007, the City Council of the Plaintiff authorized the acquisition of the Subject Property through the use of its power of eminent domain. A copy of the minutes of that meeting is attached hereto as Exhibit "2" and incorporated herein as a part of this Complaint.

IX.

The City Council declared that the public interest and necessity required the acquisition of the Subject Property for a public purpose, to wit: street and highway improvements for the Decatur Boulevard Street Improvement Project, and that the same has not been appropriated to a prior public use, and that the acquisition of Subject Property is in a manner most compatible with the greatest public good and the least private injury.

X.

A map showing the boundaries of the Subject Property is attached hereto as Exhibit "3," and by this reference incorporated herein as a part of this Complaint.

XI.

That Plaintiff has been unable to reach an agreement with the Defendants for the purchase of the Subject Property because negotiations for the acquisition thereof have failed between the parties.

XII.

That it is the intention of Plaintiff in good faith to complete the construction of the aforesaid improvements in a timely manner.

XIII.

That in the event there are two or more estates or divided interests in the Subject Property, NRS 37.115 entitles the Plaintiff to have the amount of the award first determined, first, as between the Plaintiff and the Defendants claiming any interest therein and, secondly, as between the Defendants, in a later and separate hearing in the above-entitled matter as to their respective share in and to the award.

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

XIV.

That Plaintiff CITY OF LAS VEGAS has taken all preliminary steps required by law to institute this proceeding.

WHEREFORE, Plaintiff prays that this Honorable Court do the following:

1. Ascertain and assess the amount of reasonable and just compensation due the Defendants for the Subject Property sought to be condemned by this proceeding; and render judgment against each and every Defendant condemning their respective interests in the Subject Property as hereinbefore described and thereafter upon compliance with the terms of such judgment, enter a final order of condemnation granting to the Plaintiff title and right to the Subject Property;

2. Ascertain and assess the amount of reasonable and just compensation due the Defendants for the necessary easements on the Subject Property sought to be condemned by this proceeding;

3. Render judgment against each and every Defendant condemning their respective interests in the Subject Property as hereinbefore described and thereafter upon compliance with the terms of such judgment, enter a final order of condemnation granting to the Plaintiff CITY OF LAS VEGAS the aforementioned right-of-way and easement on the Subject Property; and

4. For such other and further relief as the Court deems just and proper.

DATED this 24 day of February, 2009.

BRADFORD R. JERBIC
City Attorney

By: John S. Ridilla
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

VERIFICATION

Under penalties of perjury, the undersigned declares the following: That he is the Mayor of the City of Las Vegas, Plaintiff herein, and is authorized to verify the foregoing Complaint in Eminent Domain for and on behalf of the Plaintiff herein; that he has read the Complaint in Eminent Domain and knows the contents thereof; that the pleading is true of his knowledge except as to those matters stated on information and belief and as to such matters he believes them to be true.

EXECUTED on this 26th day of February 2009, at Las Vegas, Nevada.

OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, City Clerk

Las Vegas City Attorney
400 E. Stewart Ave., 9th Floor
Las Vegas, Nevada 89101
702-229-6629

EXHIBIT "1"

EXHIBIT A
LEGAL DESCRIPTION

PORTIONS OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS ON FILE IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL A
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36, BEING THE CENTERLINE OF CHARLESTON BOULEVARD, NORTH 89°45'03" WEST, A DISTANCE OF 305.92 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°14'57" WEST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**, AND THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2, SOUTH 89°45'03" EAST, A DISTANCE OF 172.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 64.47 FEET, THROUGH A CENTRAL ANGLE OF 68°24'36" TO A POINT HEREAFTER REFERRED TO AS "**POINT A**", SAME BEING THE CUSP OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 68°39'33" WEST; THENCE DEPARTING SAID BOUNDARY LINE, NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 27.45 FEET, THROUGH A CENTRAL ANGLE OF 62°54'46"; THENCE NORTH 84°15'14" WEST, A DISTANCE OF 74.58 FEET; THENCE NORTH 89°45'03" WEST, A DISTANCE OF 71.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 105.00 FEET; THENCE WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 35.46 FEET, THROUGH A CENTRAL ANGLE OF 19°21'08" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 95.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 19°36'05" WEST; THENCE WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.84 FEET, THROUGH A CENTRAL ANGLE OF 13°10'17" TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE, NORTH 00°14'57" EAST, A DISTANCE OF 0.55 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 2,301 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

PARCEL B
COMMENCING AT THE AFOREMENTIONED "**POINT A**" AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 68°39'33" WEST; THENCE SOUTHERLY ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT 2 AND SAID CURVE, AN ARC LENGTH OF 20.12 FEET, THROUGH A CENTRAL ANGLE OF 21°21'11" TO THE **POINT OF BEGINNING** AND THE EASTERLY BOUNDARY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY BOUNDARY LINE, SOUTH 00°00'44" WEST, A DISTANCE OF 84.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 81.50 FEET, THROUGH A CENTRAL ANGLE OF 05°33'33"; THENCE DEPARTING SAID BOUNDARY LINE, NORTH 84°25'43" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 830.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 84°25'43" WEST; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 80.53 FEET, THROUGH A CENTRAL ANGLE OF 05°33'33"; THENCE NORTH 00°00'44" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 5.19 FEET, THROUGH A CENTRAL ANGLE OF 09°55'00"; THENCE NORTH 09°55'44" EAST, A DISTANCE OF 55.46 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 1,372 SQUARE FEET, MORE OR LESS.

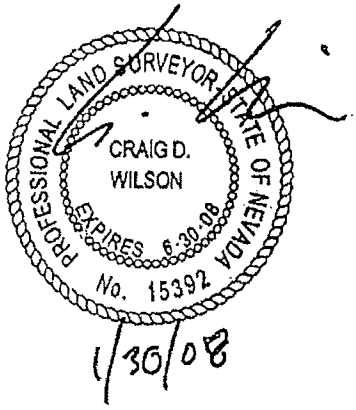
PARCEL A AND PARCEL B TOGETHER CONTAIN A TOTAL AREA OF 3,673 SQUARE FEET, MORE OR LESS.

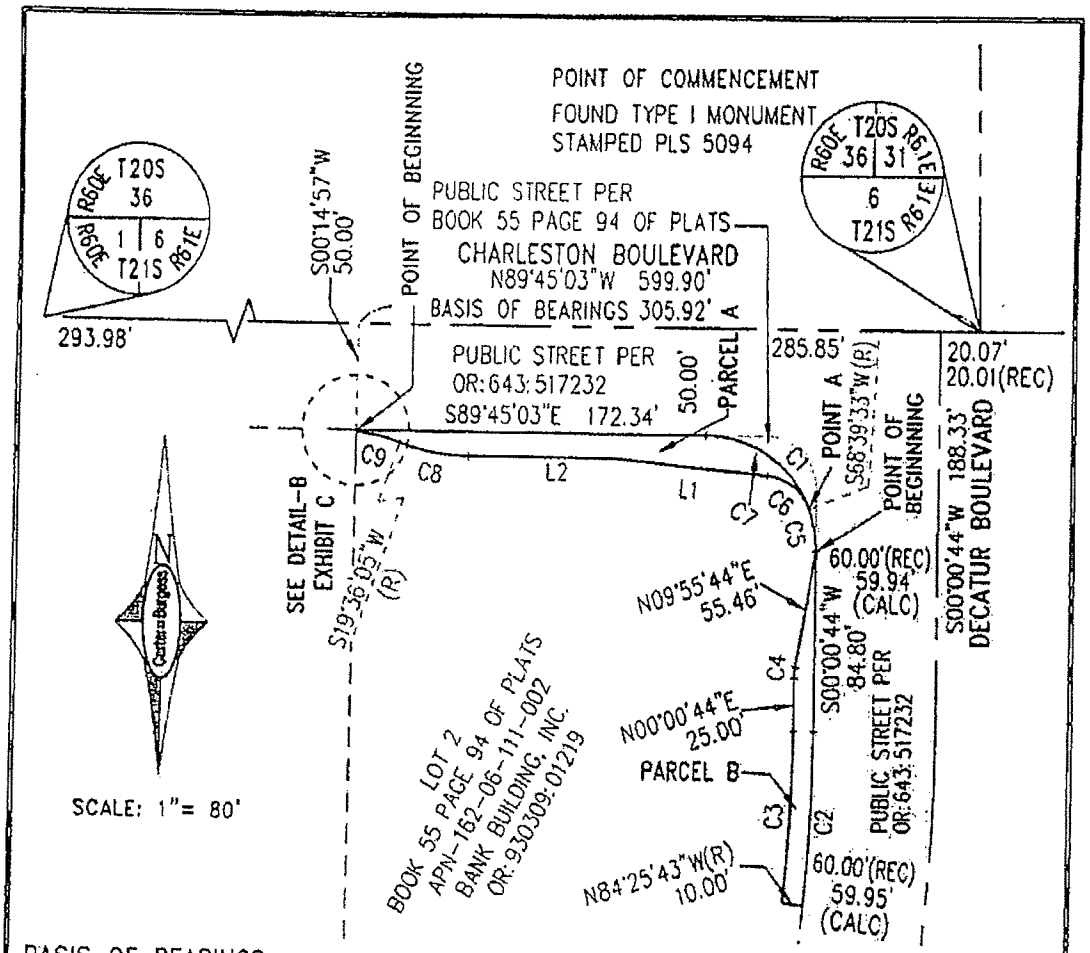
ATTACHED HERETO ARE EXHIBITS LABELED "EXHIBIT B" AND "EXHIBIT C" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:

CRAIG D. WILSON, PLS 15392
Carter:Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119





BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

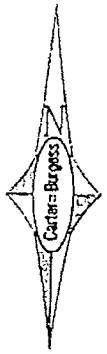
OWNER:	BANK BUILDING, INC.
PARCEL NO.:	APN-162-06-111-002
SECTION, TOWNSHIP, RANGE:	SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST
TOTAL AREA OF PARCEL:	86,592 SQUARE FEET
AREA OF RIGHT-OF-WAY TAKE:	3,673 SQUARE FEET ±
AREA OF RIGHT-OF-WAY WITHIN USA PATENT EASEMENT:	N/A
TOTAL REMAINING AREA OF PARCEL:	82,919 SQUARE FEET±
REFERENCE:	BOOK 55 PAGE 94 OF PLATS

S:\240683\LEAGALS\EXHIBITS\APN-162-06-111-002
S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002

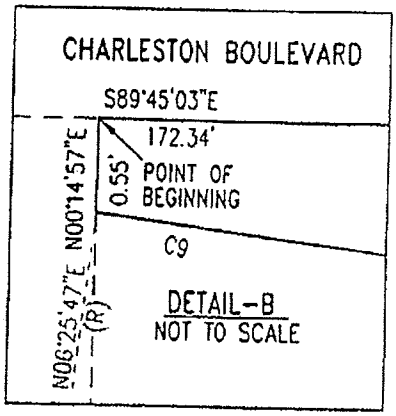
EXHIBIT B
APN-162-06-111-002

JOB NO:	240683
DATE:	01/28/2008
DRAWN BY:	EO
CHECKED BY:	CW

Carter:Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400



NOT TO SCALE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N84°15'14"W	74.58'
L2	N89°45'03"W	71.42'

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT
C1	89°45'47"	54.00'	84.60'	53.78'
C2	05°33'33"	840.00'	81.50'	40.78'
C3	05°33'33"	830.00'	80.53'	40.30'
C4	09°55'00"	30.00'	5.19'	2.60'
C5	21°21'11"	54.00'	20.12'	10.18'
C6	62°54'46"	25.00'	27.45'	15.29'
C7	68°24'36"	54.00'	64.47'	36.71'
C8	19°21'08"	105.00'	35.46'	17.90'
C9	13°10'17"	95.00'	21.84'	10.97'

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S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002

EXHIBIT C

JOB NO:	240683
DATE:	01/28/2008
DRAWN BY:	EO
CHECKED BY:	CW

Carter Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT A
LEGAL DESCRIPTION
OF RTC EASEMENT

A PORTION OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS ON FILE IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

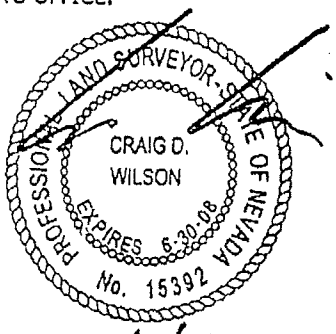
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36, BEING THE CENTERLINE OF CHARLESTON BOULEVARD, NORTH 89°45'03" WEST, A DISTANCE OF 305.92 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°14'57" WEST, A DISTANCE OF 50.00 FEET NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2, SOUTH 89°45'03" EAST, A DISTANCE OF 172.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 84.60 FEET, THROUGH A CENTRAL ANGLE OF 89°45'47" TO THE EASTERLY BOUNDARY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY BOUNDARY LINE, SOUTH 00°00'44" WEST, A DISTANCE OF 84.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 81.50 FEET, THROUGH A CENTRAL ANGLE OF 05°33'33"; THENCE DEPARTING SAID BOUNDARY LINE, NORTH 84°25'43" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 830.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 84°25'43" WEST; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 54.50 FEET, THROUGH A CENTRAL ANGLE OF 03°45'44" TO THE **POINT OF BEGINNING**; THENCE NORTH 88°11'27" WEST, A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 827.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 88°11'27" WEST; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 25.94 FEET, THROUGH A CENTRAL ANGLE OF 01°47'49"; THENCE NORTH 00°00'44" EAST, A DISTANCE OF 4.08 FEET; THENCE SOUTH 89°59'16" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 00°00'44" WEST, A DISTANCE OF 4.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 830.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 26.03 FEET, THROUGH A CENTRAL ANGLE OF 01°47'49" TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 90 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS AN EXHIBIT LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

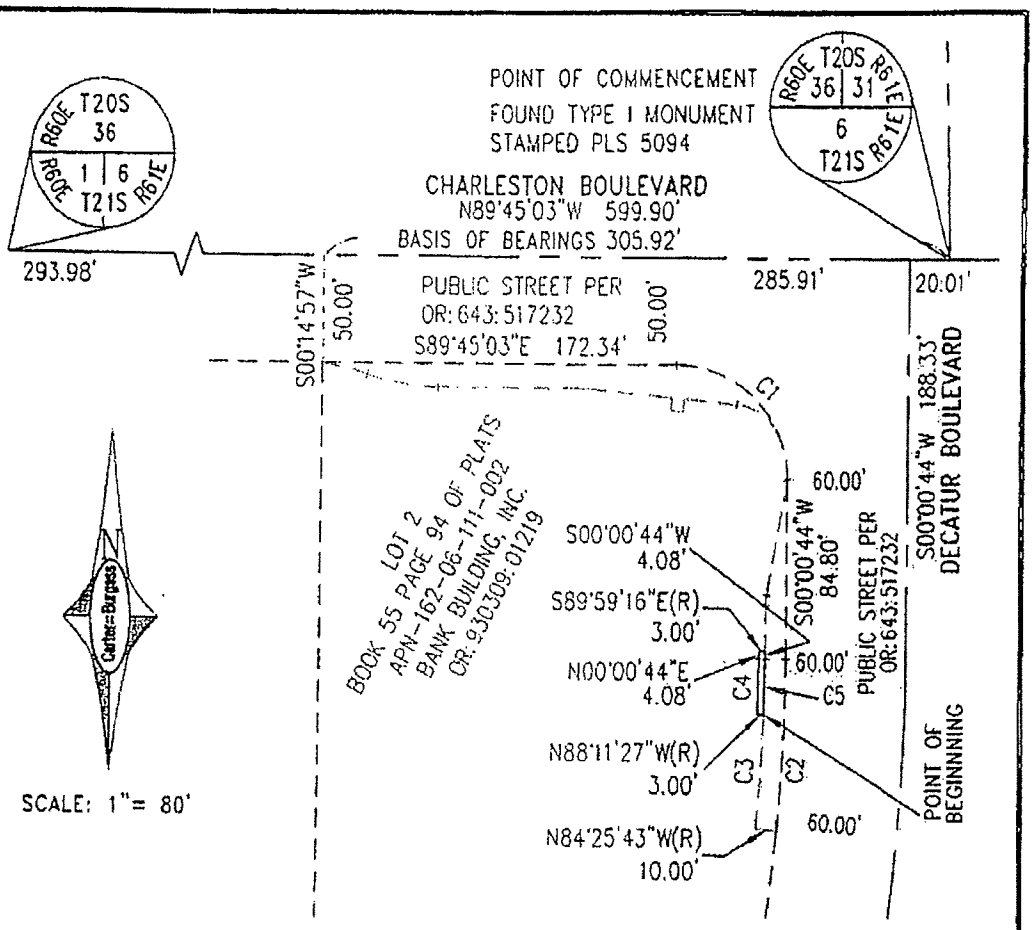
BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:



5/30/07

CRAIG D. WILSON, PLS 15392
Carter:Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT
C1	89°45'47"	54.00'	84.60'	53.78'
C2	05°33'33"	840.00'	81.50'	40.78'
C3	03°45'44"	830.00'	54.50'	27.26'
C4	01°47'49"	827.00'	25.94'	12.97'
C5	01°47'49"	830.00'	26.03'	13.02'

BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

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S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002-RIC

EXHIBIT B
APN-162-06-111-002

JOB NO:	240683
DATE:	05/24/2007
DRAWN BY:	EO
CHECKED BY:	CW

Carter::Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT A
LEGAL DESCRIPTION
OF AN EASEMENT

A PORTION OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS ON FILE IN THE RECORDER'S OFFICE OF CLARK COUNTY, NEVADA. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36, BEING THE CENTERLINE OF CHARLESTON BOULEVARD, NORTH 89°45'03" WEST, A DISTANCE OF 305.92 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°14'57" WEST, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2, SOUTH 89°45'03" EAST, A DISTANCE OF 172.34 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT 2 AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 54.00 FEET; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 64.48 FEET, THROUGH A CENTRAL ANGLE OF 68°24'39" TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTHERLY ALONG SAID BOUNDARY LINE AND SAID CURVE, AN ARC LENGTH OF 7.26 FEET, THROUGH A CENTRAL ANGLE OF 07°42'11"; THENCE DEPARTING SAID BOUNDARY LINE, NORTH 38°38'11" WEST, A DISTANCE OF 27.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 19°35'05" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.41 FEET, THROUGH A CENTRAL ANGLE OF 49°04'31" TO THE **POINT OF BEGINNING.**

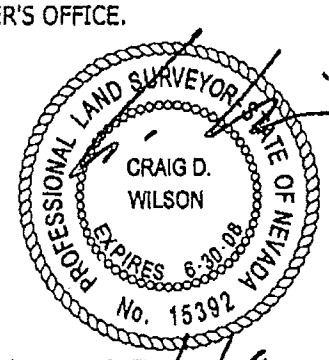
CONTAINING AN AREA OF 68 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS AN EXHIBIT LABELED "EXHIBIT B" AND BY THIS REFERENCE MADE A PART THEREOF.

BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:

CRAIG D. WILSON, PLS 15392
Carter:Burgess
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



5/7/08

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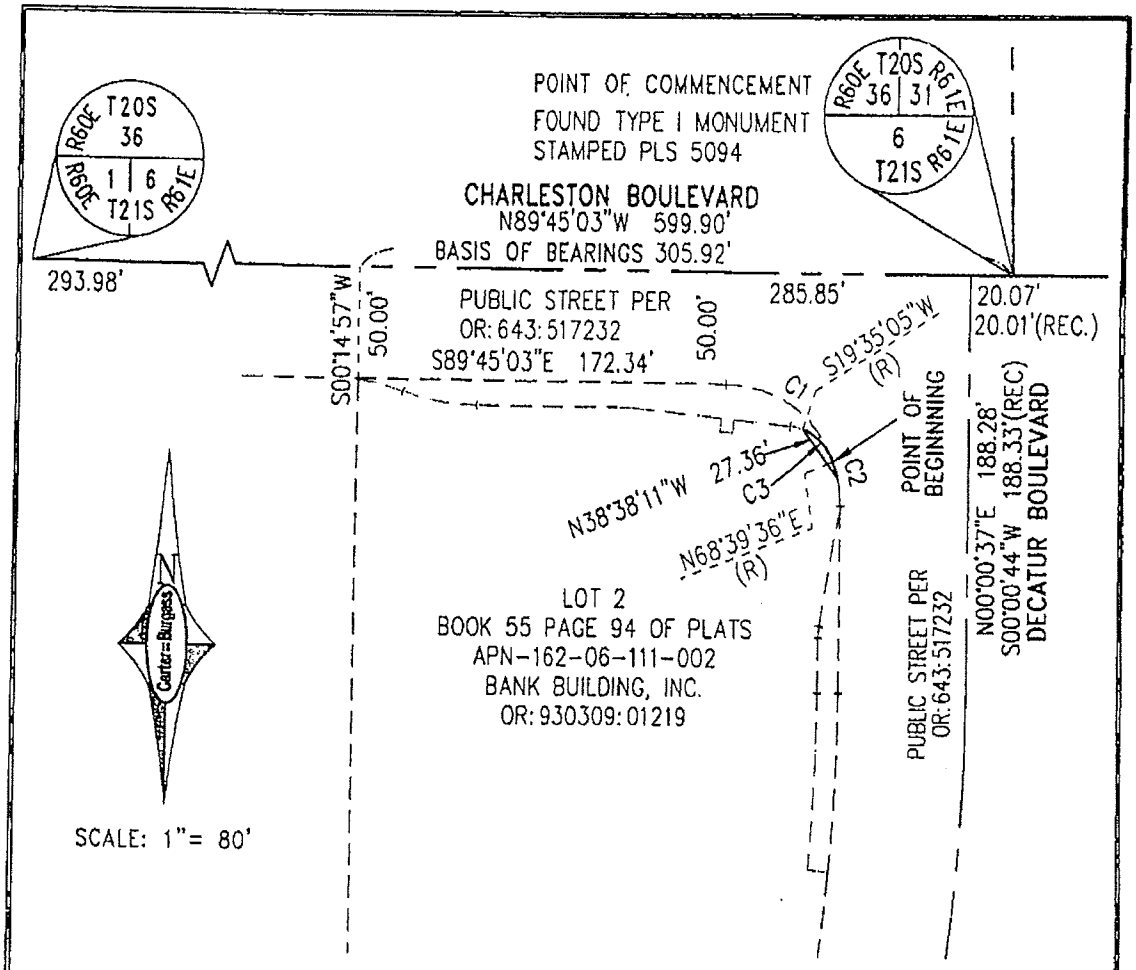

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	68°24'39"	54.00'	64.48'	36.71'
C2	07°42'11"	54.00'	7.26'	3.64'
C3	49°04'31"	25.00'	21.41'	11.41'

BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

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S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002-ESMT-TRAF

EXHIBIT B
APN-162-06-111-002

JOB NO:	240683
DATE:	05/07/2008
DRAWN BY:	EO
CHECKED BY:	CW

Carter Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT A
LEGAL DESCRIPTION OF
TEMPORARY CONSTRUCTION EASEMENT (TCE)

A PORTION OF LOT 2 AS SHOWN IN BOOK 55 PAGE 94 OF PLATS, ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE. LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

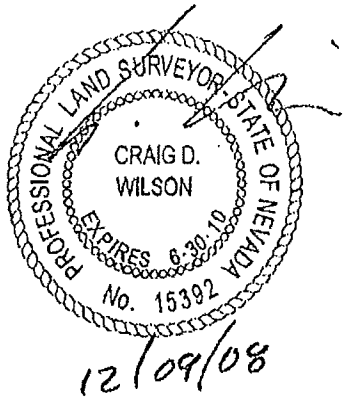
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36, BEING THE CENTERLINE OF CHARLESTON BOULEVARD, NORTH 89°45'03" WEST, A DISTANCE OF 305.92 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°14'57" WEST, A DISTANCE OF 50.55 FEET TO THE **POINT OF BEGINNING** AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 95.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 06°25'47" WEST; THENCE EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.84 FEET, THROUGH A CENTRAL ANGLE OF 13°10'18" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 105.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 19°36'05" EAST; THENCE EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 35.46 FEET, THROUGH A CENTRAL ANGLE OF 19°21'08"; THENCE SOUTH 89°45'03" EAST, A DISTANCE OF 71.42 FEET; THENCE SOUTH 84°15'14" EAST, A DISTANCE OF 74.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 27.45 FEET, THROUGH A CENTRAL ANGLE OF 62°54'47" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 54.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 68°39'33" WEST; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 20.12 FEET, THROUGH A CENTRAL ANGLE OF 21°21'11"; THENCE SOUTH 09°55'44" WEST, A DISTANCE OF 55.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 5.19 FEET, THROUGH A CENTRAL ANGLE OF 09°55'00"; THENCE SOUTH 00°00'44" WEST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 830.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 80.53 FEET, THROUGH A CENTRAL ANGLE OF 05°33'33"; THENCE SOUTH 84°25'43" EAST, A DISTANCE OF 10.00 FEET TO THE TO THE WESTERLY RIGHT OF WAY LINE DECATUR BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 840.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 84°25'43" WEST; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, AN ARC LENGTH OF 56.77 FEET, THROUGH A CENTRAL ANGLE OF 03°52'19"; THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 80°37'04" WEST, A DISTANCE OF 35.88 FEET; THENCE NORTH 09°22'56" EAST, A DISTANCE OF 229.58 FEET; THENCE NORTH 42°22'28" WEST, A DISTANCE OF 20.80 FEET; THENCE NORTH 88°47'26" WEST, A DISTANCE OF 140.78 FEET; THENCE NORTH 76°29'25" WEST, A DISTANCE OF 63.77 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 2; THENCE ALONG SAID BOUNDARY LINE, NORTH 00°14'57" EAST, A DISTANCE OF 11.06 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 7,666 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO ARE EXHIBITS LABELED "EXHIBIT B" AND "EXHIBIT C" AND BY THIS REFERENCE MADE A PART THEREOF.

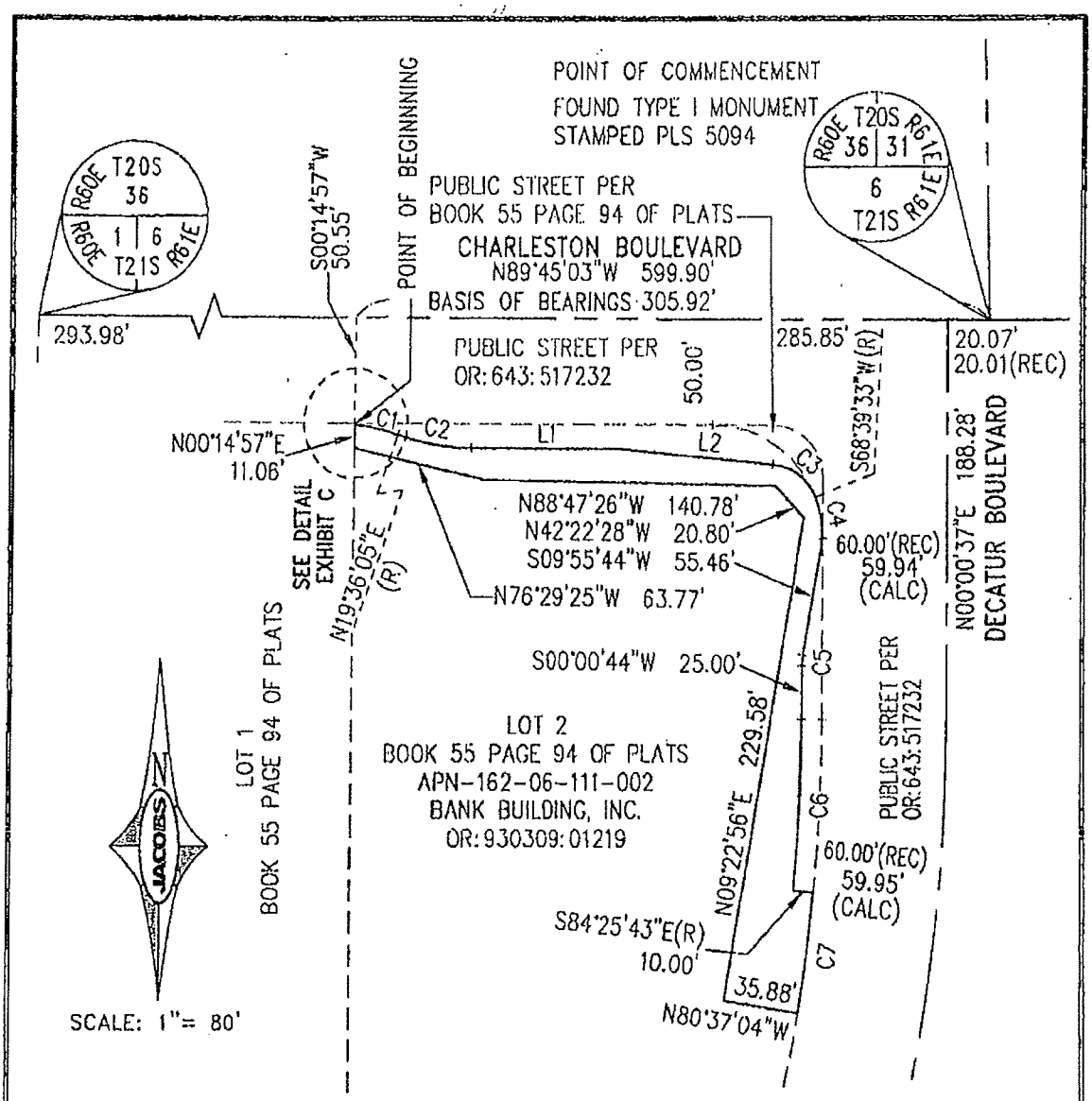
BASIS OF BEARINGS:
SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA, AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

THE ABOVE LEGAL DESCRIPTION
WAS PREPARED BY: E. OBRA
CHECKED BY:



12/09/08

CRAIG D. WILSON, PLS 15392
JACOBS
6655 BERMUDA ROAD
LAS VEGAS, NEVADA 89119



BASIS OF BEARINGS: SOUTH 89°45' 03" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS CLARK COUNTY, NEVADA,. AS SHOWN IN FILE 162 PAGE 61 OF SURVEYS ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE.

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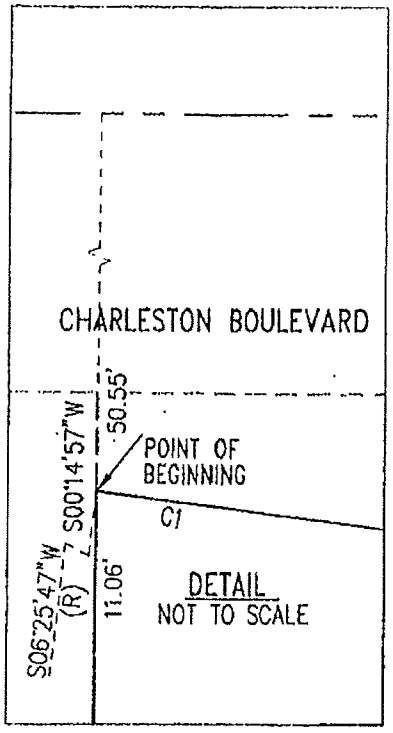
S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002-TCE

EXHIBIT B
APN-162-06-111-002

JOB NO:	240683
DATE:	12/08/2008
DRAWN BY:	EO
CHECKED BY:	CW

JACOBS
7160 Bermuda Rd, Ste 200
Las Vegas, Nevada 89119
(702) 938-5400



NOT TO SCALE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°45'03"E	71.42'
L2	S84°15'14"E	74.58'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	13°10'18"	95.00'	21.84'	10.97'
C2	19°21'08"	105.00'	35.46'	17.90'
C3	62°54'47"	25.00'	27.45'	15.29'
C4	21°21'11"	54.00'	20.12'	10.18'
C5	09°55'00"	30.00'	5.19'	2.60'
C6	05°33'33"	830.00'	80.53'	40.30'
C7	03°52'19"	840.00'	56.77'	28.39'

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S:\240683\MAPPING\EXHIBITS\APN-162-06-111-002-TCE

EXHIBIT-C
APN-162-06-111-002

JOB NO:	240683
DATE:	12/08/2008
DRAWN BY:	EO
CHECKED BY:	CW

JACOBS
7160 Bermuda Rd, Ste 200
Las Vegas, Nevada 89119
(702) 938-5400

EXHIBIT "2"

City of Las Vegas Agenda Item No.: 40.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 21, 2007

DEPARTMENT: PUBLIC WORKS
DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:
Approval to appraise and purchase or condemn right-of-way parcels for the Decatur Boulevard Street Rehabilitation project from Sahara Avenue to Meadows Lane ($1,925,000 - Regional Transportation Commission [RTC]) - Ward 1 (Tarkanian)

Fiscal Impact

☐ No Impact
☒ Budget Funds Available
Amount: $1,925,000
Funding Source: RTC

☐ Augmentation Required
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
None

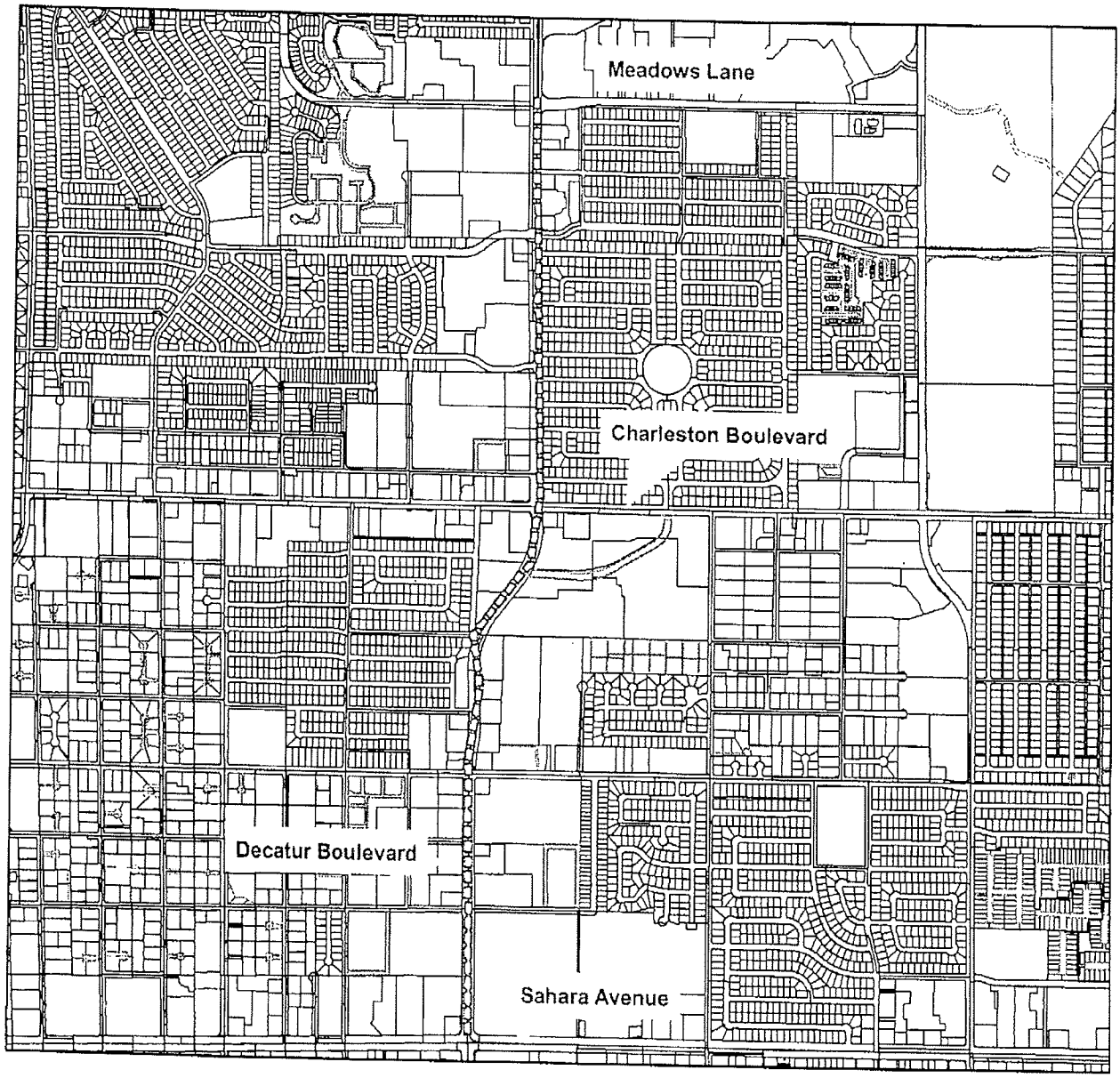
RECOMMENDATION:
Approval

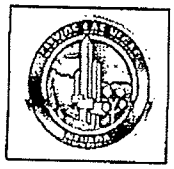
BACKUP DOCUMENTATION:
Map

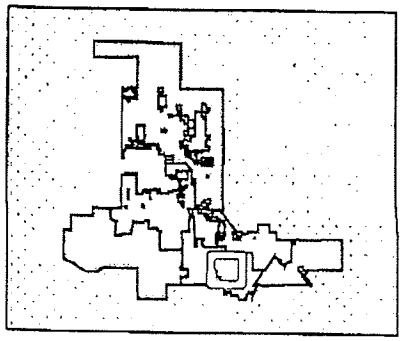
Motion made by GARY REESE to Approve Items 13-31, 33 and 35-43

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Decatur Boulevard Street Rehabilitation Project.
Sahara Avenue to Meadows Lane







Created by: Right-of-Way 9.1 on Mar 7 2007

Due to continuous development activity
this map is for reference only.

EXHIBIT "3"

CLARK COUNTY ASSESSOR'S PARCEL MAP

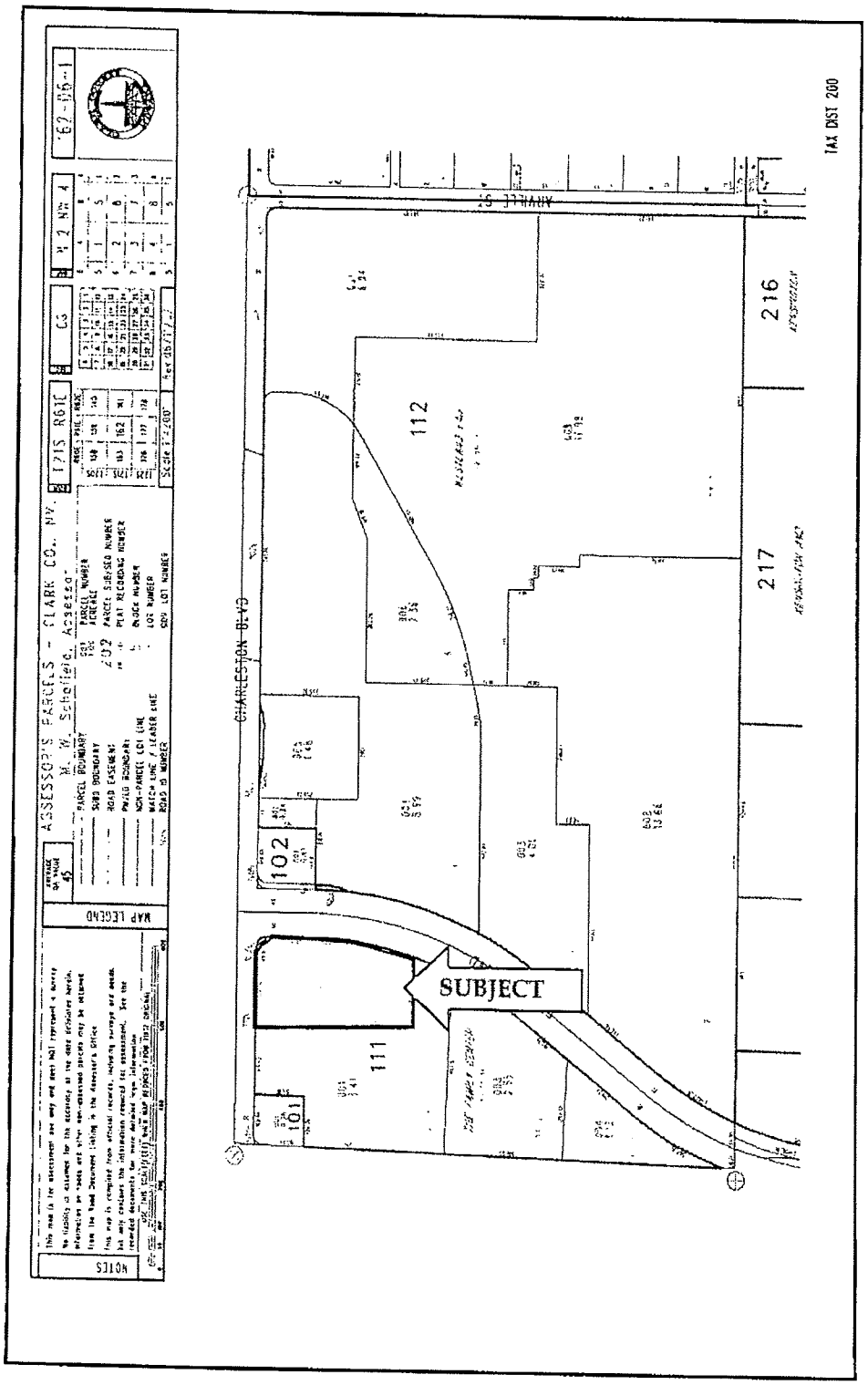


EXHIBIT B

Stipulation and Judgment of Condemnation

STPJ
BRADFORD R. JERBIC
City Attorney
Nevada Bar No. 1056
By: JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
(702) 229-6629
(702) 386-1749 (fax)
Email: jridilla@lasvegasnevada.gov
Attorneys for CITY OF LAS VEGAS

DISTRICT COURT

CLARK COUNTY, NEVADA

CITY OF LAS VEGAS, NEVADA, a municipal corporation,

Plaintiff,

vs.

BANK BUILDING, INC., a Nevada corporation; VALLEY BANK OF NEVADA, a Nevada corporation; NEVADA POWER COMPANY; CENTRAL TELEPHONE; and any and all known and unknown DOES I through V claiming any right, title or interest in or to the subject property,

Defendants.

CASE NO. A584544
DEPT. NO. II

STIPULATION AND JUDGMENT OF CONDEMNATION

IT IS HEREBY STIPULATED AND AGREED by the parties, through their undersigned counsel, that a Judgment of Condemnation may be entered against Defendant BANK BUILDING, INC., in favor of Plaintiff CITY OF LAS VEGAS, NEVADA as follows:

1. Plaintiff CITY OF LAS VEGAS, NEVADA filed its Complaint in Eminent Domain on March 6, 2009, seeking to condemn a portion of Defendant BANK BUILDING, INC.'s real property (hereinafter the "Subject Property") legally described therein.

. . . .

2. The interests of all of the Defendants named in this action can be accounted for as follows:

(a) Defendant BANK BUILDING, INC., a Nevada corporation, was acquired by Bank of America Nevada, NT&SA, a United States corporation pursuant to NRS 666.035(1), through a series of corporate mergers. Bank of America Nevada is the owner of the Subject Property; and

(b) Defendant VALLEY BANK OF NEVADA, a Nevada corporation, was acquired by Bank of America Nevada, NT&SA, a United States corporation pursuant to NRS 666.035(1). Bank of America Nevada is the owner of the Subject Property; and; and

(c) Defendant NEVADA POWER COMPANY, a Nevada corporation, filed a Disclaimer of Interest on May 4, 2009, disclaiming any interest in the Subject Property, and in the award of compensation; and

(d) Defendant CENTRAL TELEPHONE, a Nevada corporation, filed a Disclaimer of Interest on May 13, 2009, disclaiming any interest in the Subject Property, and in the award of compensation.

3. Plaintiff is authorized and empowered pursuant to the provisions of NRS 37 et seq. to acquire the Subject Property through the exercise of eminent domain.

4. The use to which the condemned portion of Subject Property is to be applied involves a public purpose and use, i.e., right-of-way for a right turn lane, a permanent bus shelter easement, and a permanent traffic signal easement at 4801 West Charleston Boulevard as part of the Decatur Boulevard Street Rehabilitation Project.

5. The portion of the Subject Property described in the Complaint is being condemned in the name of the Plaintiff CITY OF LAS VEGAS, NEVADA pursuant to the eminent domain laws of the State of Nevada.

6. The sum of ONE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS ($186,225) is the total just compensation for, and complete value of, Defendant BANK OF AMERICA NEVADA's interest in the property taken here by eminent domain, and to any and all other claims of any nature arising out of this action, and is inclusive

of all costs associated therewith, except and excluding those obligations contained in the Settlement Agreement entered into among the parties pursuant to Paragraph 8 herein.

7. Pursuant to the Order Granting City of Las Vegas' Motion for an Order Permitting Occupancy Pending Entry of Judgment, filed May 6, 2009, Plaintiff CITY OF LAS VEGAS, NEVADA deposited the sum of ONE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS ($186,225) on May 29, 2009 (Receipt No. 2009-24734-FAM) with the clerk of the District Court. Said amount has been withdrawn by BANK OF AMERICA NEVADA.

8. Plaintiff CITY OF LAS VEGAS, NEVADA and Defendant BANK OF AMERICA NEVADA have entered into a Settlement Agreement, attached hereto as Exhibit 1, and Memorandum (to be recorded against the Subject Property), attached hereto to Exhibit 2, to settle any and all disputes and claims related to this Complaint in Eminent Domain.

9. Plaintiff CITY OF LAS VEGAS, NEVADA should be given judgment against Defendant BANK OF AMERICA NEVADA, and all other interested parties, condemning all of their rights, title and interest in the portion of the Subject Property located in the County of Clark, State of Nevada, legally described in the Complaint filed herein.

10. Plaintiff CITY OF LAS VEGAS, NEVADA is entitled to receive from this Court a Final Order of Condemnation.

11. All rights, title and interest of the aforementioned Defendant in the portion of the Subject Property condemned herein shall thereupon forever vest in the Plaintiff CITY OF LAS VEGAS, NEVADA with the recording of the Final Order of Condemnation.

12. Each of the parties will bear their own attorney's fees and costs.

. . . .

. . . .

. . . .

. . . .

. . . .

. . . .

13. The above-entitled matter is settled in its entirety and any and all hearing and trial dates shall be taken off calendar.

DATED this _____ day of May, 2011.

ARMSTRONG TEASDALE LLP

By: _____
BRUCE A. LESLIE, ESQ.
Nevada Bar No. 1767
3770 Howard Hughes Parkway, Ste. 200
Las Vegas, NV 89169
Attorneys for Defendant BANK OF AMERICA NEVADA

DATED this _____ day of May, 2011.

BRADFORD R. JERBIC, City Attorney

By: _____
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

ORDER

IT IS SO ORDERED.

DATED this _____ day of May, 2011.

_____
DISTRICT COURT JUDGE

SUBMITTED BY:

BRADFORD R. JERBIC
City Attorney

By: _____
JOHN S. RIDILLA
Deputy City Attorney
Nevada Bar No. 9664

EXHIBIT C

Memorandum of Agreement Form

APN: 162-06-111-002

RECORDING REQUESTED BY:

Bruce A. Leslie, Chtd.

WHEN RECORDED RETURN TO:

Bank of America, NT&SA
Armstrong Teasdale LLP
c/o Bruce A. Leslie, Chtd.
3770 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169

(Space above this line for Recorder's Use)

MEMORANDUM

KNOW ALL MEN BY THESE PRESENTS:

That under the terms of a certain Settlement Agreement for the Decatur and Charleston intersection widening project, executed on the ____ day of _____, 2011, by and between Bank of America, NT&SA f/k/a Bank of America Nevada, f/k/a Bank Building, Inc. (collectively "Bank of America") as landowner, and the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), landowner has been granted the continuation of certain rights affected by the project regarding operation of the building, landscape buffers, parking lot configuration, driveways and entrances, among other rights pertaining to the real property commonly known as 4801 W. Charleston Blvd, Las Vegas, NV 89102, and more particularly described as:

SEE EXHIBIT "A"

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

DATED this _____ day of _____, 2011.

CITY OF LAS VEGAS

By: _____
~~Oscar B. Goodman, Mayor~~
Carolyn G. Goodman, Mayor

ATTEST:

By _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

By John S. Ridilla 6/14/11
Deputy City Attorney Date

BANK OF AMERICA, NT&SA

By: Judy Wilkinson 5-19-11
Judy Wilkinson
Assistant Vice President

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel One (1):

Lot Two (2) of THE FAMILY CENTER as shown by map thereof on file in Book 55 of Plats, Page 94, in the Office of the County Recorder of Clark County, Nevada, and as amended by Certificate of Amendment recorded April 19, 1993 in Book 930419 as Document No. 01308, Official Records, lying within a portion of Government Lot Four (4) in Section 6, Township 21 South, Range 61 East, M.D.M.

Parcel Two (2):

Non-exclusive easements for ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas as from time to time established and for pedestrian ingress and egress into, out of, on, over and across the Common Area as from time to time established as set for in Declaration of Restrictions and Grant of Easements recorded January 25, 1974 in Book 397 as Document No. 356258 and re-recorded January 31, 1974 in Book 398 as Document No. 357493, Official Records, and subsequent modifications thereto.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of a Quit Claim Deed from the City of Las Vegas, a Municipal Corporation to Exber, Inc., for a portion of a vacated alley located between Sixth Street and Seventh Street north of Stewart Avenue, APN (139-34-501-011) – Ward 5 (Barlow)

Fiscal Impact

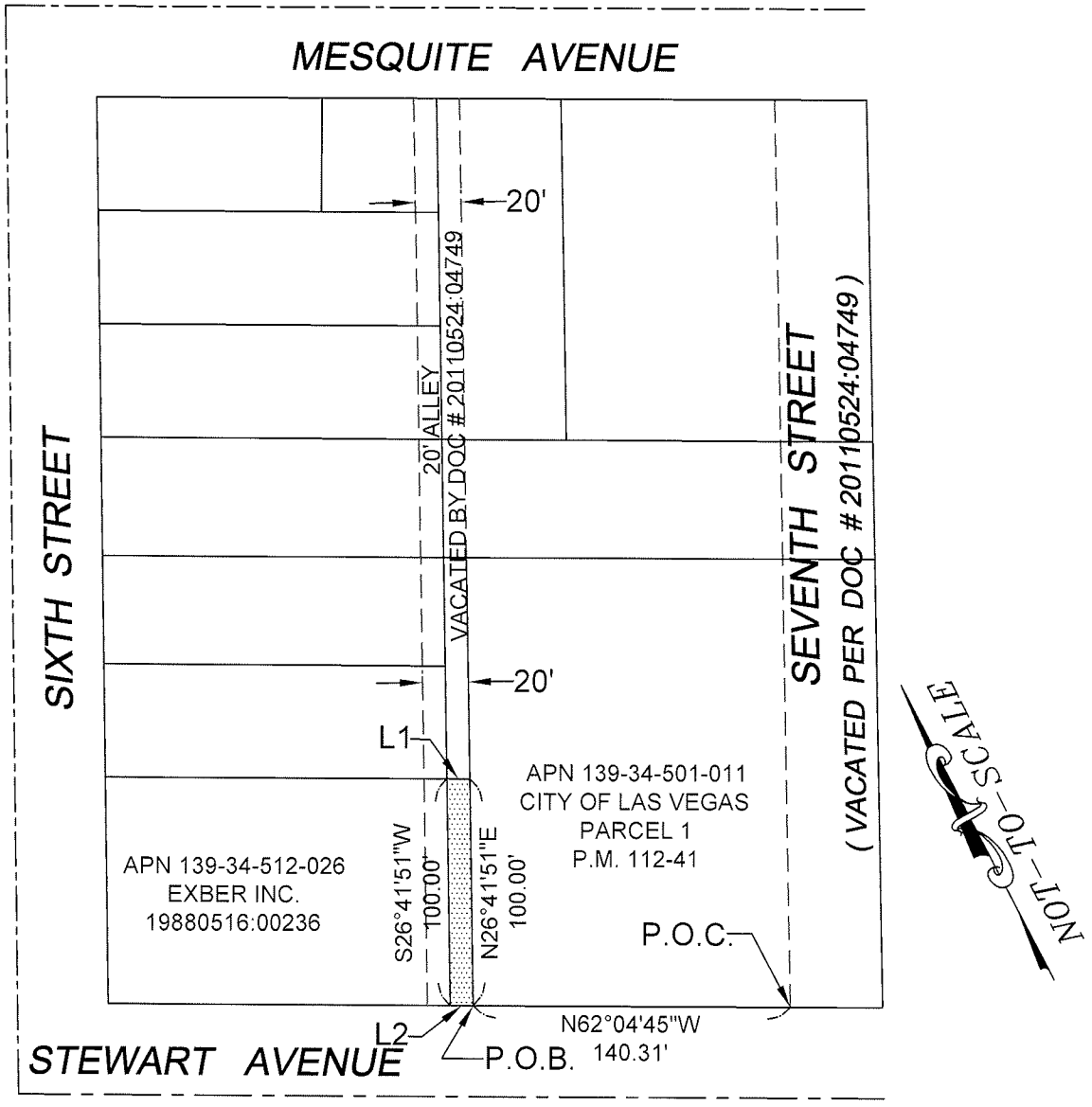
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
The 20-foot public alley located between Sixth Street and Seventh Street, north of Stewart Avenue was vacated by Vacation 40649, recorded May 24, 2011 by document number 20110524:04749. The City of Las Vegas will quit claim a portion of the vacated alley now in city ownership to Exber, Inc. in order for Exber, Inc. to have the same access rights to their property as they had prior to the vacation.

Being a portion of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, Clark County Nevada.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Map Exhibit



LINE TABLE

LINE #	BEARING	LENGTH
L 1	N62°04'45"W	10.00'
L 2	S62°04'45"E	10.00'

LEGEND

TRANSFER AREA

STREET CENTERLINE

MAP EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
NE 1/4, NE 1/4, SEC 34, T20S, R61E, MDM
A PORTION OF ALLEYWAY VACATED BY
DOC # 20110524:04749 (C.C.N.R.)
ex110601.doc

DEPT. OF OPERATIONS & MAINTENANCE
RIGHT OF WAY SECTION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Memorandum of Understanding between the City of Las Vegas and the Legal Aid Center of Southern Nevada, Inc. (LACSN) for the purpose of providing the option period terms related to the co-location of the Senior Citizen Law Project within the new LACSN facility located at 721 East Charleston Boulevard - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Parks, Recreation and Neighborhood Services/Admin

PURPOSE/BACKGROUND:
The Legal Aid Center of Southern Nevada (LACSN) will be constructing a newly expanded facility located at 721 E. Charleston Boulevard in Downtown Las Vegas to provide legal services to low-income individuals. LACSN has designated approximately 5,000 square feet of space in the new facility as an option for the City to co-locate the Senior Citizen Law Project. The Memorandum of Understanding (MOU) provides the terms and framework for the option period to co-locate the Senior Citizen Law Project within the new LACSN facility, which shall commence on July 1, 2011 and expire on June 30, 2014. This MOU is a subsequent document to the Community Development Block Grant Agreement between the city of Las Vegas and the Legal Aid Center of Southern Nevada, related to the construction grant awarded to LACSN in the amount of $2,500,000.

RECOMMENDATION:
Staff recommends approval of the Memorandum of Understanding between the city of Las Vegas and the Legal Aid Center of Southern Nevada, Inc. and authorizes the Mayor to execute any and all related documents following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Memorandum of Understanding between the City of Las Vegas and the Legal Aid Center of Southern Nevada, Inc.

MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF LAS VEGAS AND

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2011 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and LEGAL AID CENTER OF SOUTHERN NEVADA, INC., a Nevada nonprofit corporation ("LACSN").

RECITALS

WHEREAS, the City has been operating the Senior Citizen's Law Project ("SCLP") since 1976 under the 1965 Title III Older American's Act and SCLP has been a service program offered by the City to senior citizens aged 60 and older in the Southern Nevada community at no charge; and

WHEREAS, due to the recent economic downturn and the City undergoing significant budgetary constraints, the City has been considering options for the SCLP to operate independently on its own without being a service program of the City; and

WHEREAS, there are two options available to the City: to allow the SCLP to become organized as a Nevada nonprofit 501 (c) (3) corporation; or to merge with an existing Nevada nonprofit 501(c) (3) organization providing legal services to the indigent; and

WHEREAS, the City has directed the SCLP to perform its due diligence, and to begin taking necessary steps immediately to preserve both options; and

WHEREAS, should the SCLP elect to transition from a City program to a new nonprofit organization, the City is requiring that the SCLP finish this transition by June 30, 2012; and

WHEREAS, LACSN is a Nevada 501 (c) (3) entity whose mission is to provide legal advice, representation and advocacy to individuals with problems in the civil law arena who cannot afford an attorney; and

WHEREAS, LACSN will be constructing a newly expanded facility located at 721 E. Charleston Boulevard in downtown Las Vegas to serve those in need and said facility is scheduled to be completed by approximately December 2012; and

WHEREAS, the City and LACSN desire to enter into this MOU for the purpose of providing a framework, under the terms more specifically set forth in this MOU, for the SCLP to merge into LACSN should this alternative be exercised by the SCLP, or to co-locate with LACSN under certain circumstances.

NOW, THEREFORE, in consideration of the above, the City and LACSN agree to the following terms of this MOU:

1. SCLP ENTITY. The parties acknowledge that SCLP may become a separate independent Nevada nonprofit corporation and apply for 501 (c) (3) tax exempt status from the Internal Revenue Service. During the Discussion Period (as referred to in Item 2 below) the SCLP will undertake organizational and administrative activities to preserve this option.

2. DISCUSSION PERIOD. During the six month period of July 1, 2011 through December 31, 2011, LACSN will enter into good faith negotiations with the SCLP as a City service program to determine the feasibility and viability of SCLP merging with LACSN to become a division of LACSN (the "Discussion Period").

The items to be considered for negotiations include, but are not limited to, the following:

a. Consolidation of resources, including, but not limited to, support staff, operational computer support, health insurance, malpractice insurance, copier service.
b. Employment of Sheri Cane Vogel as the Director of the SCLP as a division of LACSN, including salary range and employee benefits.
c. Employment of the then current employees of SCLP, including salary ranges and employee benefits.
d. Separate financial accounting of SCLP.
e. SCLP representative members gaining representation on the full Board of LACSN, including the number of members and process of selection.
f. Program quality service levels of the SCLP division.
g. Continuation of the then awarded grants and other financial awards or donations.
h. Providing approximately 5,000 square feet of space to house the existing operations of the SCLP as of the signing of this MOU.

3. If the City and LACSN decide on a merger, the terms shall be decided upon and approved by both parties. If the City elects to establish a separate nonprofit organization, an option period of three years as described below, from July 1, 2011 through June 30, 2014, will be created in case the nonprofit organization's option is found not to be feasible.

4. OPTION PERIOD. During the three-year option period from July 1, 2011 through June 30, 2014, both LACSN and the City agree as follows:

a. If the SCLP becomes its own nonprofit entity and within the option period again becomes a City program for any reason, LACSN agrees that the SCLP may co-locate with LACSN as a City service program, providing approximately 5,000 square feet of space to house the existing operations of the SCLP as of the signing of this MOU.

b. If the SCLP becomes its own nonprofit entity, and decides that a merger and co-location would be in the best interests of the senior community, such a merger would occur if LACSN and the new nonprofit SCLP agree on terms satisfactory to both parties.

5. MISCELLANEOUS.

5.1 Force Majeure. Neither party shall be in breach of this MOU if it fails to perform as required hereunder due to civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted).

5.2 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

If to City:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager's Office
Facsimile No.: (702) 388-1807

If to LACSN:

Legal Aid Center of Southern Nevada
800 S. 8th St.
Las Vegas, NV 89101
Attention: Barbara Buckley
Facsimile No: (702) 386-1944

Notice shall be deemed to have been given when received by the addressee; provided, however, that notice delivered by facsimile with the original sent by certified or registered mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

5.3 Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this MOU shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns which are approved by the City.

5.4 Partial Invalidity. If any term, covenant or condition of this MOU, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this MOU, 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.

5.5 Time is of the Essence. Time is of the essence of this MOU and all of the terms, covenants and conditions hereof.

5.6 Entire Agreement. This MOU contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this MOU shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this MOU shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.7 No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between City and LACSN.

5.8 Captions. The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this MOU nor in any way affect this MOU.

5.9 Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this MOU, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this MOU or any alleged breach thereof. The City and LACSN hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this MOU, the relationship of City and LACSN, LACSN's use or occupancy of the Premises, and/or any claim of injury or damage.

5.10 Authorization. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this MOU on their respective behalves to do so.

5.11 Counterparts. The delivery of facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This MOU may be executed in counterparts, each of which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

5.12 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, LACSN warrants that it has disclosed, on Exhibit "A" attached hereto, all members of the Board of Directors of LACSN, as well as all persons and entities holding more than 1% interest in LACSN or any principal of LACSN. Throughout the

term hereof, LACSN 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 have executed this MOU the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

J. Pantiello 6/20/11
Date

LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.,
a Nevada nonprofit corporation

By: _____
Barbara E. Buckley, Esq.
Executive Director

Exhibit "A"
Disclosure of Principals

The principals and partners of Legal Aid Center of Southern Nevada, Inc. and all persons and entities holding more than 1% interest in Legal Aid of Southern Nevada, Inc. or any principal of Legal Aid of Southern Nevada, Inc. are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. N/A No Owners	No Principals	No Partners
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Tammy R. Brattin

Its: Legal Administrator

Subscribed and sworn to before me this

20th day of June, 2011.

Nicole Thanos-Hodgson

Notary Public

NICOLE THANOS-HODGSON
Notary Public, State of Nevada
Appointment No. 07-4674-1
My Appt. Expires Sep 22, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Supper Club License, Bravo Brio Restaurant Group, Inc., dba Brio Tuscan Grille, 420 South Rampart Boulevard, Suite 180, James O'Connor, Secy, Treas, CFO; Saed Mohseni, Pres, Dir, CEO; and Brian O'Malley, COO - 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.

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.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of a new Urban Lounge License, Casa Don Juan, LLC, dba Casa Don Juan, 1204 South Main Street, Maria Gil, Mmbr, 100% jointly with spouse and Raul Gil, Mmbr, 100% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Urban Lounge License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. License may not be sold or transferred to a third party, which includes any change of ownership or change of principal.

2. License may not be transferred to a new location unless the location is with 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.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Casa Don Juan, LLC, dba Casa Don Juan, 1204 South Main Street, Maria Gil, Mmbr, 100% jointly with spouse and Raul Gil, Mmbr, 100% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Tavern Limited License, Insert Coins LLC, dba Insert Coin(s), 512 Fremont Street, Stefano Sinicropi, Managing Mmbr; Bonaventure Ngu, Managing Mmbr; and Christopher Laport, Mgr - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Tavern Limited 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. License may not be sold or transferred to a third party, which includes any change of ownership or change of principal.

2. License may not be transferred to a new location unless the location is with the district to which it 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.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership and a Change of Business Name, From: Andres Lopez, dba El Parian Restaurant, To: Reyna Hernandez Quintero, dba La Tradicion, 4371 Stewart Avenue, Reyna Quintero, Owner, 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 On-sale License for a Change of Ownership and a Change of Business Name.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership, From: Rancho Oasis, L.P., A Nevada Limited Partnership, To: Petro Rancho Oasis LLC, dba Rancho Oasis Car Wash, 2901 North Rancho Drive, Wagih Kamar, Managing Mmbr, 51% and Maurice Messih, Managing Mmbr, 49% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Tavern License for a Change of Ownership and a Change of Business Name, From: Chef's Pantry Ltd., dba Chef's Pantry Cafe, To: Sun City Summerlin Community Association, Inc., dba Summit Restaurant, 2215 Thomas W Ryan Boulevard, Joseph Kelly, Operations Mgr - 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 Tavern License for a Change of Ownership and a Change of Business Name.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Tavern License, Sun City Summerlin Community Association, Inc., dba Tavern at the Falls, 10201 Sun City Boulevard, Joseph Kelly, Operations Mgr - 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 Tavern 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.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Alcoholic Beverage Caterer License, Sun City Summerlin Community Association, Inc., dba Tavern at the Falls, 10201 Sun City Boulevard, Joseph Kelly, Operations Mgr - 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 Alcoholic Beverage Caterer 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.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Tavern License, Sun City Summerlin Community Association, Inc., dba Vista Grille, 9201 Del Webb Boulevard, Joseph Kelly, Operations Mgr - 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 Tavern License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, LLC, db at Cardenas, 4700 Meadows Lane, Bruce Familian, Mgr, Mmbr, 65% and Jon Athey, Mmbr, 35% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Slot Route Operator for a Restricted Gaming License for 15 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.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Locksmith License, Repo Renovators, LLC, dba Repo Renovators, 3432 North Bruce Street, Suite 9, Jared Marshall, Mgr and Jennifer Marshall, Mgr - North Las Vegas

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Locksmith 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. All business vehicles will be clearly marked with business name.
2. All persons who perform the function of locksmith or safe mechanic will wear identifiable uniforms with business name.
3. All persons who perform the function of a locksmith or safe mechanic will maintain valid work cards.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of a Change of Business Name for a Pistol Permit, a Pawnbroker License, an Auto Pawnbroker License, and a Class II Secondhand Dealer License, BESD, Inc., dba From: Pioneer Loan & Jewelry, To: Pioneer Buy and Sell, 520 North Eastern Avenue, Suite 150, Bill Drobkin, Secy, Treas, 50% and Erminia Drobkin, Pres, 50% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Pistol Permit, a Pawnbroker License, an Auto Pawnbroker License, and a Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval subject to the following condition:

1. Limited to the sale of jewelry, coins, antiques/collectibles, specialty tools, and firearms taken in under the Pawn License.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

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

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

SUBJECT:
Approval of an extension of a Temporary Psychic Arts and Science License, Dorothy Williams, dba Psychic Room, 1750 South Rainbow Boulevard, Suite 9, Dorothy Williams, 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 Psychic Arts 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.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Psychic Arts and Science License, Debra Phillips, dba Psychic Reader, 1750 South Rainbow Boulevard, Suite 9, Dorothy Williams, 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 Psychic Arts 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. 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.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, NCMR, LLC, dba Trading Labels, 8450 West Sahara Avenue, Suite 115, Natasha Charlesworth, Mgr, 50% and Marlina Reveles, Mgr, 50% - 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 Class II Secondhand Dealer License.

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

1. Limited to the sale of use clothing and accessories, small home accents, furniture, small appliances, jewelry, and rugs.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Supplemental Interlocal Contract No. 6 - 537f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to June 30, 2013 for Cliff Shadows, Buckskin to Lone Mountain Road – Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC entered into an Interlocal Contract with the City on July 13, 2006 and supplemental Interlocal Contracts on December 11, 2008, June 11, 2009, March 11, 2010, September 9, 2010 and March 10, 2011 for design and construction of roadway improvements for Cliff Shadows, Buckskin to Lone Mountain Road. This Supplemental Interlocal Contract No. 6 will extend the project completion date to June 30, 2013. Additional time is required to complete the project and include warranty period. The RTC approved this contract at their May 19, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 6 - 537f

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6
CLIFF SHADOWS, BUCKSKIN TO LONE MOUNTAIN ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6 made and entered into this 19th day of May, 2011 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on July 13, 2006 and supplemental interlocal contracts on December 11, 2008, June 11, 2009, March 11, 2010, September 9, 2010 and March 10, 2011 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Cliff Shadows, Buckskin to Lone Mountain Road located wholly within the CITY; and

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

WHEREAS, the CITY desires to extend the 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 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 June 30, 2013. The 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 July 13, 2006 and supplemental interlocal contracts dated December 11, 2008, June 11, 2009, March 11, 2010, September 9, 2010 and March 10, 2011 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 6 is effective as of the date first set forth above.

Date of Commission Action:

5/19/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

~~OSCAR B~~. GOODMAN, Mayor

CAROLYN G.

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form ~~and Legality~~:

John S. Ridilla 6/8/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **46.**

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

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

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LAS09W08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Oakey Drain, Birch Street to Cahlan Drive – Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On March 13, 2008 the CCRFCD entered into an Interlocal Contract with the City to provide funding for construction and construction engineering for the Oakey Drain, Birch Street to Cahlan Drive project. On September 11, 2008, a First Supplemental Interlocal Contract was approved to extend the completion date. On December 11, 2008 a Second Supplemental Interlocal contract was approved to decrease construction funding. The Third Supplemental Interlocal Contract dated February 11, 2010 extended the project completion date. This Fourth Supplemental Interlocal Contract will extend the project completion date to December 31, 2011 to allow for project closeout. The CCRFCD approved this contract at their May 19, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS09W08

FOURTH SUPPLEMENTAL TO INTERLOCAL CONTRACT FOR OAKEY DRAIN, BIRCH STREET TO CAHLAN DRIVE

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 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".

W I T N E S S E T H

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 identified in the 2008 Master Plan, Structure No. FWOK 0020, 0040, 0060 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 PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated March 13, 2008, First Supplemental Interlocal Contract dated September 11, 2008, Second Supplemental Interlocal Contract date December 11, 2008 and Third Supplemental Interlocal Contract dated February 11, 2010 were entered into between the CITY and the DISTRICT; and

WHEREAS, the CITY wishes to extend the project completion date; and

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 III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated March 13, 2008, the First Supplemental Interlocal Contract dated September 11, 2008, Second Supplemental Interlocal Contract dated December 11, 2008 and Third Supplemental Interlocal Contract dated February 11, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth 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
CAROLYN G.

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

May 19, 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: 5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney

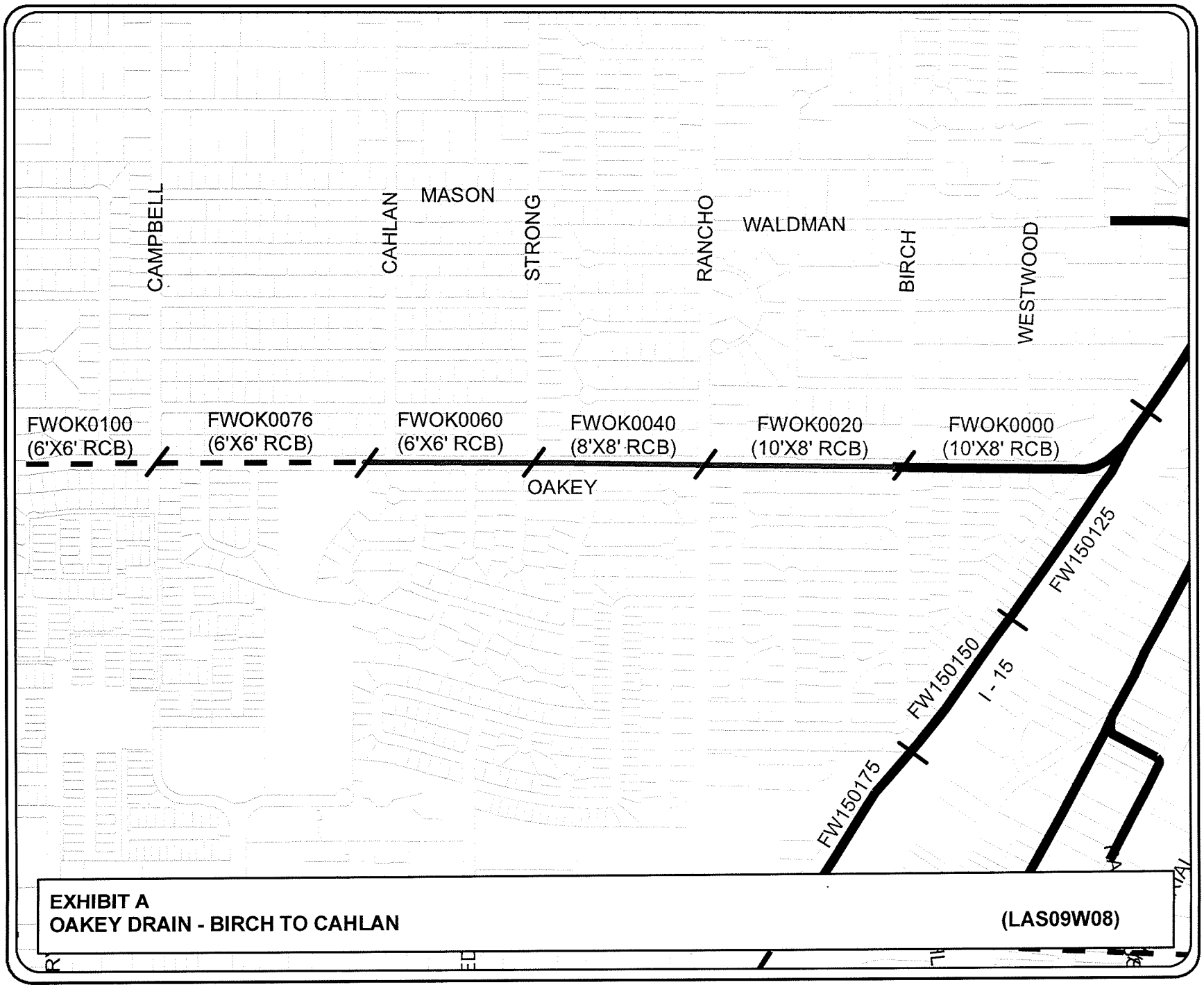


EXHIBIT A
OAKEY DRAIN - BIRCH TO CAHLAN **(LAS09W08)**

Public Works
Flood Control Planning

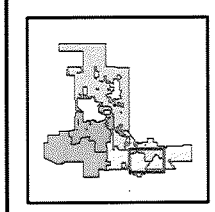
N

LEGEND

EXISTING STORM DRAIN

FUTURE REGIONAL FACILITY

PROPOSED REGIONAL STORM DRAIN FACILITY



Due to continuous development activity this map is for reference only.

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Feet

F:\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Oakey Drain - Birch to Cahlan (LAS09W08)_01132010.mxd

LAS09W08

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LAS22B05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Jones Boulevard, Elkhorn Road to Farm Road – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On August 11, 2005 the CCRFCD entered into an Interlocal Contract with the City to design improvements associated with the Las Vegas Wash – Jones Boulevard, Elkhorn Road to Farm Road project. The First Supplemental Interlocal Contract dated June 14, 2007 was approved to extend the project completion date. The Second Supplemental Interlocal Contract dated April 9, 2009, was approved to extend the project completion date. The Third Supplemental Contract dated November 10, 2010 was approved to extend the project completion date. This Fourth Supplemental Interlocal Contract will extend the project completion date to December 31, 2011 to allow for project closeout. The CCRFCD approved this contract at their May 19, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS22B05

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – JONES BOULEVARD, ELKHORN ROAD TO FARM ROAD

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 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".

W I T N E S S E T H

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 Facility Number LVMJ 0000 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 PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated August 11, 2005, First Supplemental Contract dated June 14, 2007, Second Supplemental Contract dated April 9, 2009 and Third Supplemental Contract dated November 10, 2010 were entered into between the CITY and the DISTRICT; and

WHEREAS, the CITY wishes to extend the project completion date; and

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 III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 11, 2005, First Supplemental Interlocal Contract dated June 14, 2007, Second Supplemental Interlocal Contract dated April 9, 2009 and Third Supplemental Interlocal Contract dated November 10, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

May 19, 2011

City of Las Vegas

By: _____
~~Oscar B.~~ Goodman, Mayor
CAROLYN G.

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to form

By: John S. Ridilla 10/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Approved as to Form

By: 5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney

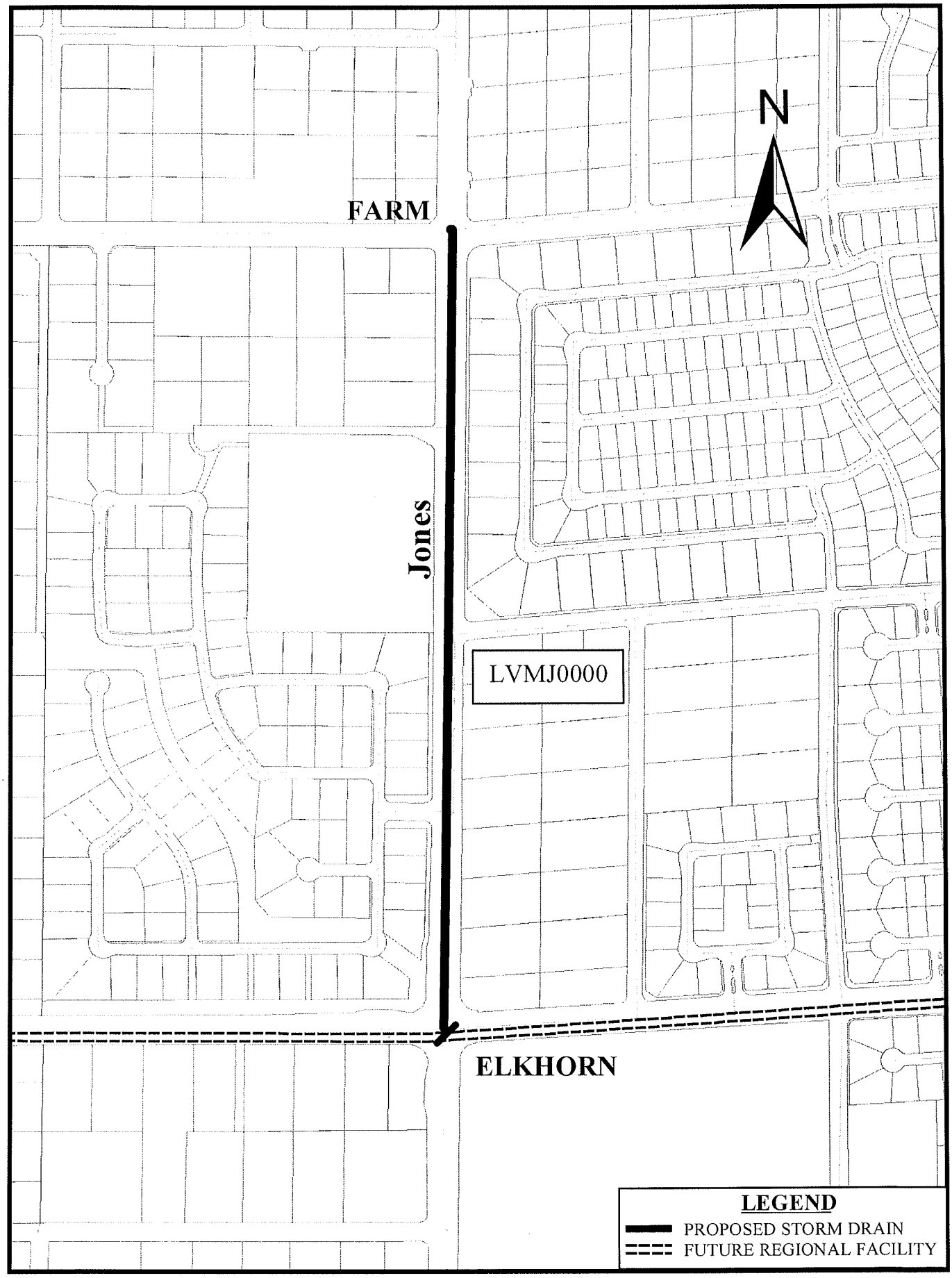


EXHIBIT A
LAS VEGAS WASH - JONES (ELKHORN TO FARM) - LAS22B05

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Jones - Elkhorn to Horse_031009

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road) – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On August 10, 2006 the CCRFCD entered into an Interlocal Contract with the City for design associated with the Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road) project. The First Supplemental Interlocal Contract dated April 12, 2007 was approved to increase funding and extend the date of completion. The Second Supplemental Interlocal Contract dated July 12, 2007 was approved to change the scope of the project and to increase funding for the additional design costs. The Third Supplemental Interlocal Contract dated March 12, 2009 was approved to extend the project completion date. This Fourth Supplemental Interlocal Contract will extend the project completion date to December 31, 2011 to allow for project closeout. The CCRFCD approved this contract at their May 19, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS22E06

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH –
DECATUR BOULEVARD (CENTENNIAL PARKWAY TO FARM ROAD)

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 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".

W I T N E S S E T H

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 as Structure Numbers LVMD 2324, LVMD 2443, LVMD 2490 and LVDE 0000, 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 PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated August 10, 2006, First Supplemental Interlocal Contract dated April 12, 2007, Second Supplemental Interlocal Contract dated July 12, 2007 and Third Supplemental Interlocal Contract dated March 12, 2009 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date; and

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 III – GENERAL paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal contract dated August 10, 2006, First Supplemental Interlocal Contract dated April 12, 2007, Second Supplemental Interlocal Contract

dated July 12, 2007 and Third Supplemental Interlocal Contract dated March 12, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth 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
CAROLYN G.

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to form

By: John S. Ridilla 6/7/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

May 19, 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 5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney

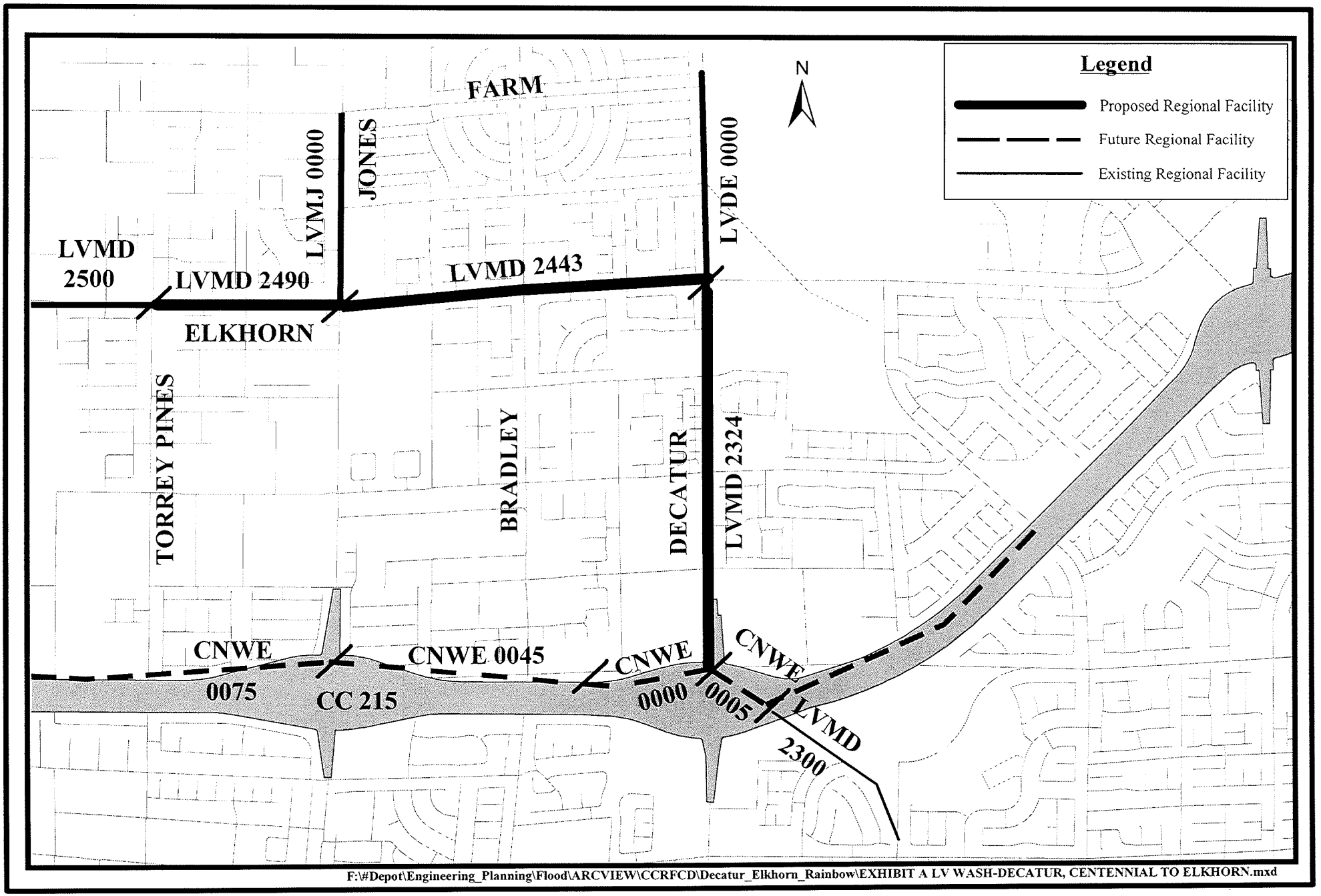


EXHIBIT A
LAS VEGAS WASH - DECATUR BOULEVARD
(CENTENNIAL PARKWAY TO FARM ROAD)

(LAS 22E06)

LAS22E06

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LAS22H07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Elkhorn Road, Rainbow Boulevard to Torrey Pines Drive – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On November 8, 2007 the CCRFCD entered into an Interlocal Contract with the City for construction and construction engineering associated with the Las Vegas Wash – Elkhorn Road, Rainbow Boulevard to Torrey Pines Drive. The First Supplemental Interlocal Contract dated April 10, 2008 was approved to decrease construction funding. The Second Supplemental Interlocal Contract dated January 8, 2009 was approved to extend the project completion date. The Third Supplemental Interlocal Contract dated February 11, 2010 was approved to extend the project completion date. This Fourth Supplemental Interlocal Contract will extend the project completion date to December 31, 2011 to allow for project closeout. The CCRFCD approved this contract at their May 19, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS22H07

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH – ELKHORN ROAD, RAINBOW BOULEVARD TO TORREY PINES DRIVE

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 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".

W I T N E S S E T H

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, as Facility Number LVMD 2507, 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 Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated November 8, 2007, First Supplemental Interlocal Contract dated April 10, 2008, Second Supplemental Interlocal Contract dated January 8, 2009 and Third Supplemental Interlocal Contract dated February 11, 2010 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date; and

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 III – GENERAL, paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated November 8, 2007, First Supplemental Interlocal Contract dated April 10, 2008, Second Supplemental Interlocal

Contract dated January 8, 2009 and Third Supplemental Interlocal Contract dated February 11, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth 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
CAROLYN G.

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

May 19, 2011

Regional Flood Control District

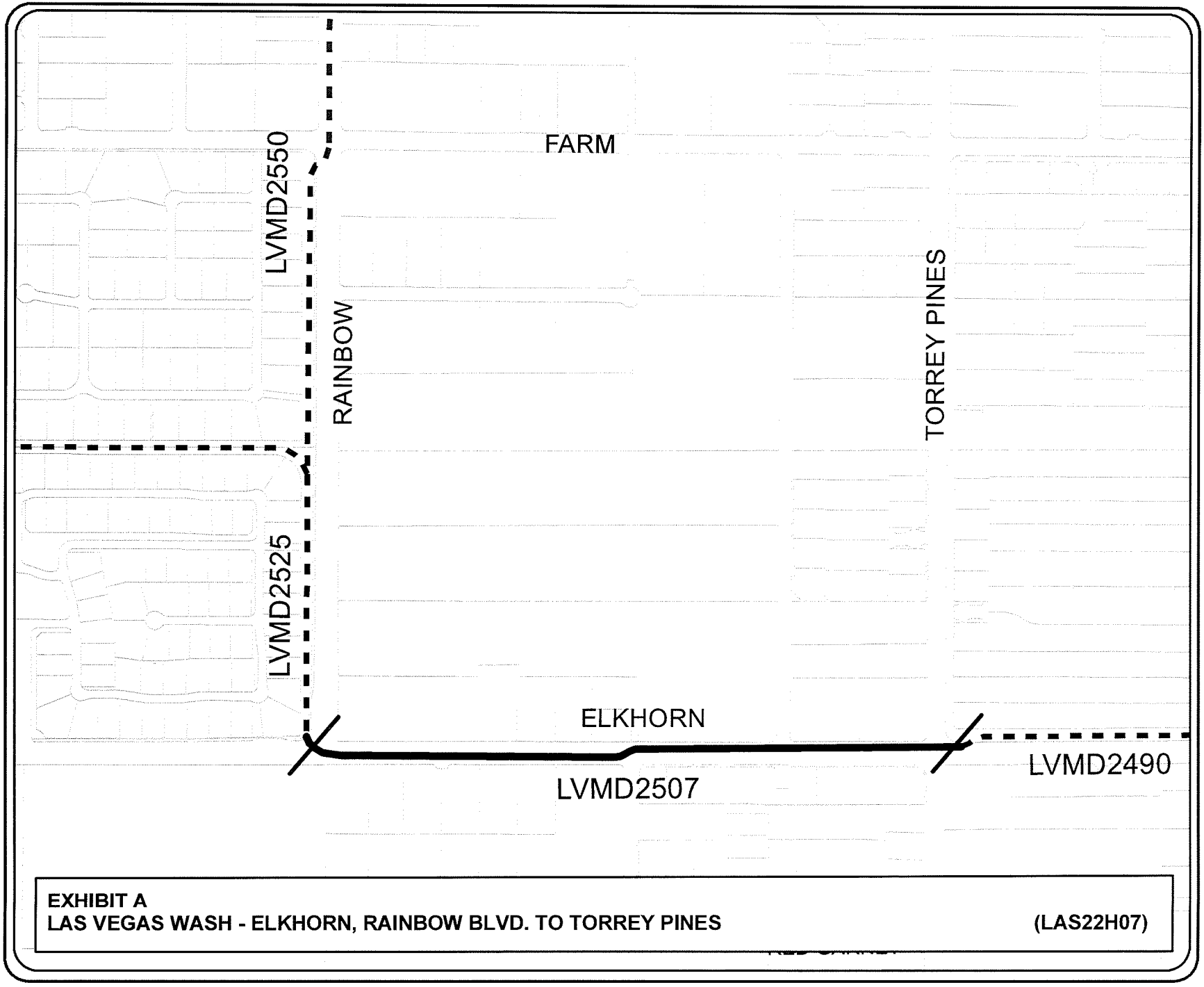
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

N

LEGEND

FUTURE REGIONAL FACILITY

PROPOSED REGIONAL STORM DRAIN FACILITY

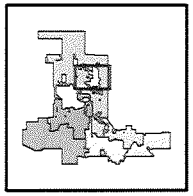


EXHIBIT A
LAS VEGAS WASH - ELKHORN, RAINBOW BLVD. TO TORREY PINES **(LAS22H07)**

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Due to continuous development activity this map is for reference only.

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LAS22H07

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LLD05A08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Local Drainage Improvements in Jones Boulevard – Alta to Borden Storm Drain – Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On July 10, 2008 the CCRFCD entered into an Interlocal Contract with the City to provide funding for construction of the Jones Boulevard – Alta to Borden Storm Drain Local Drainage Improvements. The First Supplemental Interlocal Contract dated November 13, 2008 was approved to increase the construction funding and extend the project completion date. The Second Supplemental Interlocal Contract dated May 21, 2009 was approved to decrease the construction funding and extend the project completion date. The Third Supplemental Interlocal Contract dated July 8, 2010 extended the project completion date. This Fourth Supplemental Interlocal Contract will extend the project completion date to December 31, 2011 to allow for project closeout. The CCRFCD approved this contract at their May 19, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LLD05A08

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

FOR LOCAL DRAINAGE IMPROVEMENTS IN JONES BOULEVARD – ALTA TO BORDEN STORM DRAIN

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 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".

W I T N E S S E T H

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 PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the Interlocal Contract dated July 10, 2008, First Supplemental Interlocal Contract dated November 13, 2008, Second Supplemental Interlocal Contract dated May 21, 2009 and Third Supplemental Interlocal Contract dated July 8, 2010 were entered into between the CITY and the DISTRICT ; and

WHEREAS, the CITY wishes to extend the project completion date; and

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 III – GENERAL, paragraph 13 shall be revised to read as follows:

13. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated July 10, 2008, First Supplemental Interlocal Contract dated November 13, 2008, Second Supplemental Interlocal Contract dated May 21, 2009 and Third Supplemental Interlocal Contract dated July 8, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth 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~~ CAROLYN G. GOODMAN
MAYOR

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S Ridilla 6/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

May 19, 2011

Regional Flood Control District

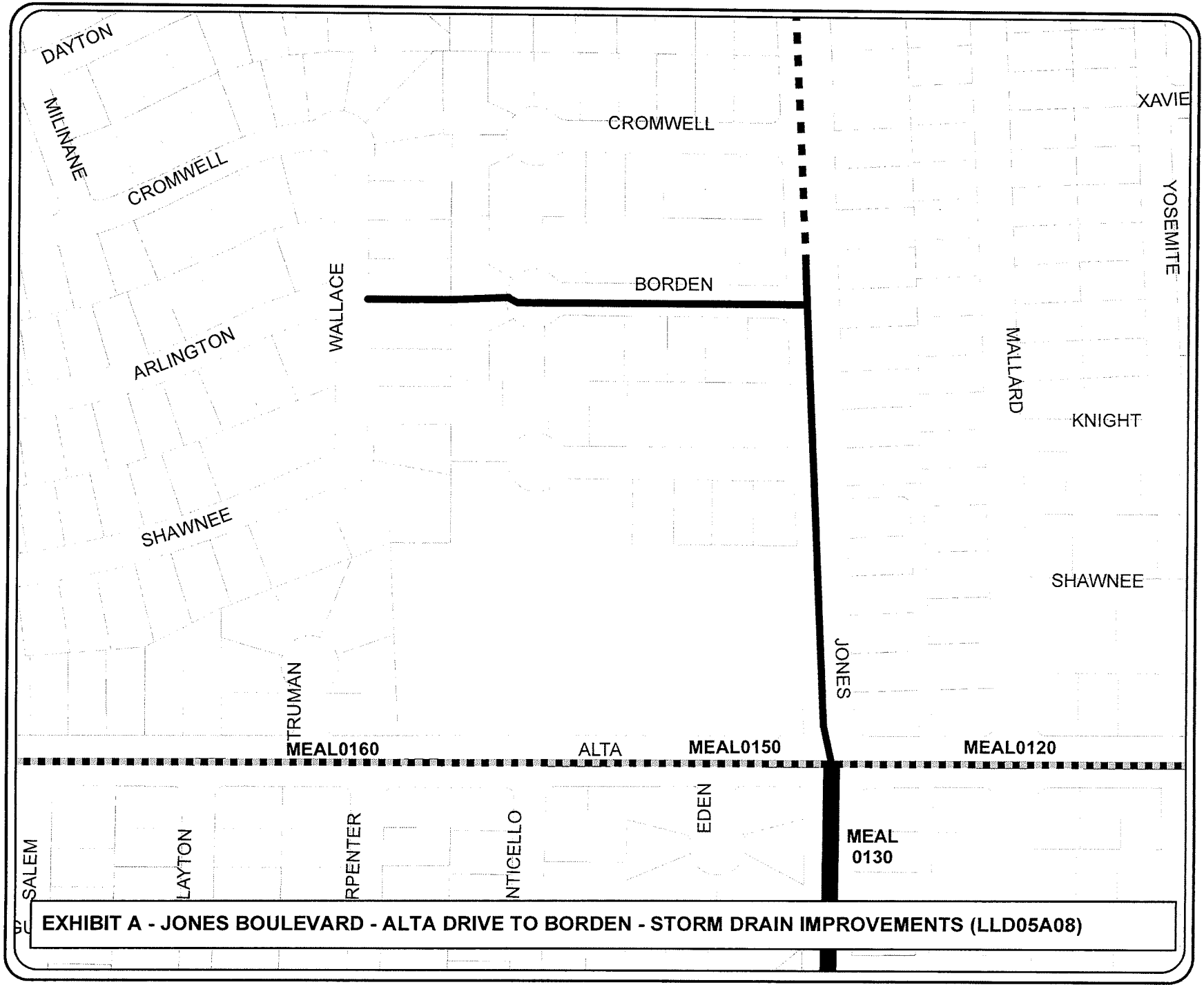
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: 5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney



Flood Control Planning

N

LEGEND

- EXISTING LOCAL FACILITY
- EXISTING CCRFCD FACILITY
- PROPOSED LOCAL FACILITY
- PROPOSED CCRFCD FACILITY

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Due to continuous development activity this map is for reference only.

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LLD05A08

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of Third Supplemental Interlocal Contract LAS22J08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2011 for Las Vegas Wash – Jones Boulevard, Elkhorn Road to Farm Road – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On July 10, 2008 the CCRFCD entered into an Interlocal Contract with the City for construction associated with Las Vegas Wash – Jones Boulevard, Elkhorn Road to Farm Road project. The First Supplemental Interlocal Contract dated April 9, 2009 was approved to decrease the construction funding and extend the project completion date. The Second Supplemental Interlocal Contract dated November 10, 2010 was approved to extend the project completion date. This Third Supplemental Interlocal Contract will extend the project completion date to December 31, 2011 to allow for project closeout. The CCRFCD approved this contract at their May 19, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract LAS22J08

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – JONES BOULEVARD, ELKHORN ROAD TO FARM ROAD

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 19th day of May, 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".

W I T N E S S E T H

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 Facility Number LVMJ 0000 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 PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated July 10, 2008, First Supplemental Interlocal Contract dated April 9, 2009 and Second Supplemental Interlocal contract dated November 10, 2010 were entered into between the CITY and the DISTRICT; and

WHEREAS, the CITY wishes to extend the project completion date; and

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 III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated July 10, 2008, First Supplemental Interlocal Contract dated April 9, 2009 and Second Supplemental Interlocal Contract dated November 10, 2010 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third 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
CAROLYN G.

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Ridilla 6/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

May 19, 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: 5/19/2011
Christopher Figgins Date
Chief Deputy District Attorney

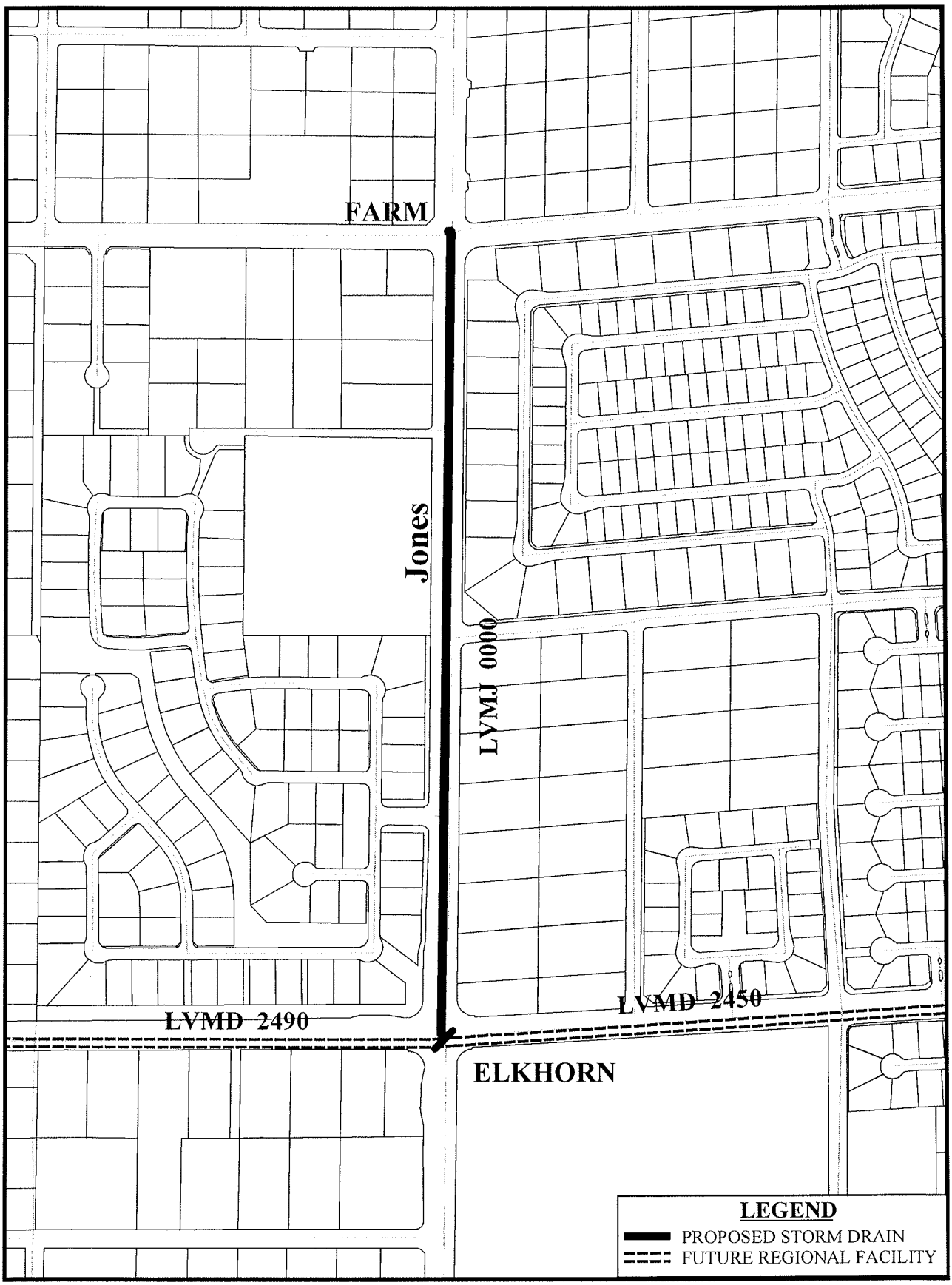

EXHIBIT A

LAS VEGAS WASH - JONES (ELKHORN TO FARM) - LAS22J08

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Jones - Elkhorn to Horse

City of Las Vegas Agenda Item No.: **52.**

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

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

SUBJECT:
Approval of Entity Advanced Funding Interlocal Contract LAS28B11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for construction of the Oakey Drain – Cahlan to Barnard – Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,286,000
Funding Source: Road and Flood CPF
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
The CCRFCD has provided funding for design and right-of-way engineering for the Oakey Drain – Cahlan to Barnard. A project presentation and Interlocal Contract to provide funding for construction and construction management was submitted for the March 10, 2011 CCRFCD Board agenda. At that time, sufficient funds were not available to support the request and therefore a priority for funding was set. At this time, the City will apply Entity Advance Funding to begin construction of the project prior to availability of CCRFCD funding. The City will provide funding to cover the cost for the project until CCRFCD funding becomes available, at which point the City will apply for funds reimbursement.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract Oakey Drain – Cahlan to Barnard LAS28B11

INTERLOCAL CONTRACT

OAKEY DRAIN – CAHLAN TO BARNARD

THIS INTERLOCAL CONTRACT made and entered into as of the _____ day of _____, 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".

W I T N E S S E T H

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 FWOK 0076 and 0100 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 desires to begin construction of the Project prior to the availability of DISTRICT funding for the Project; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

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 I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to construction and construction management associated with the Oakey Drain – Cahlan to Barnard. The basic improvements shall consist of drainage facilities including reinforced concrete boxes, pipes, channels, channel access, collection facilities and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

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 $346,000.

2. Construction at a cost not to exceed $4,940,000.

3. The total cost of the contract shall not exceed $5,286,000 which includes all of the items described in the paragraphs above.

4. Sufficient DISTRICT funds are not available for funding of the Project. Therefore, the CITY agrees to advance funding of the Project. The DISTRICT agrees to place the Project on a priority list for funding. The DISTRICT reserves the right in its sole discretion to change the DISTRICT's priority list for funding. Notwithstanding, the DISTRICT agrees to reimburse the CITY Project costs, without interest, no later than July 11, 2013.

5. 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.

6. 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.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.

2. The CITY will use its best efforts to award the bid for this project by July 2011. Prior to submission of the first payment request, the Entity will submit to the DISTRICT a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be

refunded to the DISTRICT. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.

5. The CITY will require appropriate financial security for the construction of the PROJECT.

6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
    b. Pre-design Engineering (all work prior to design, excluding right-of-way)
    c. Design Engineering
    d. Construction Engineering
    e. Construction (all work after award of construction contract)

f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electronic format.

12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 18, 2015. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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IN WITNESS WHEREOF, the Parties have caused this 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, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

May 19, 2011

Regional Flood Control District

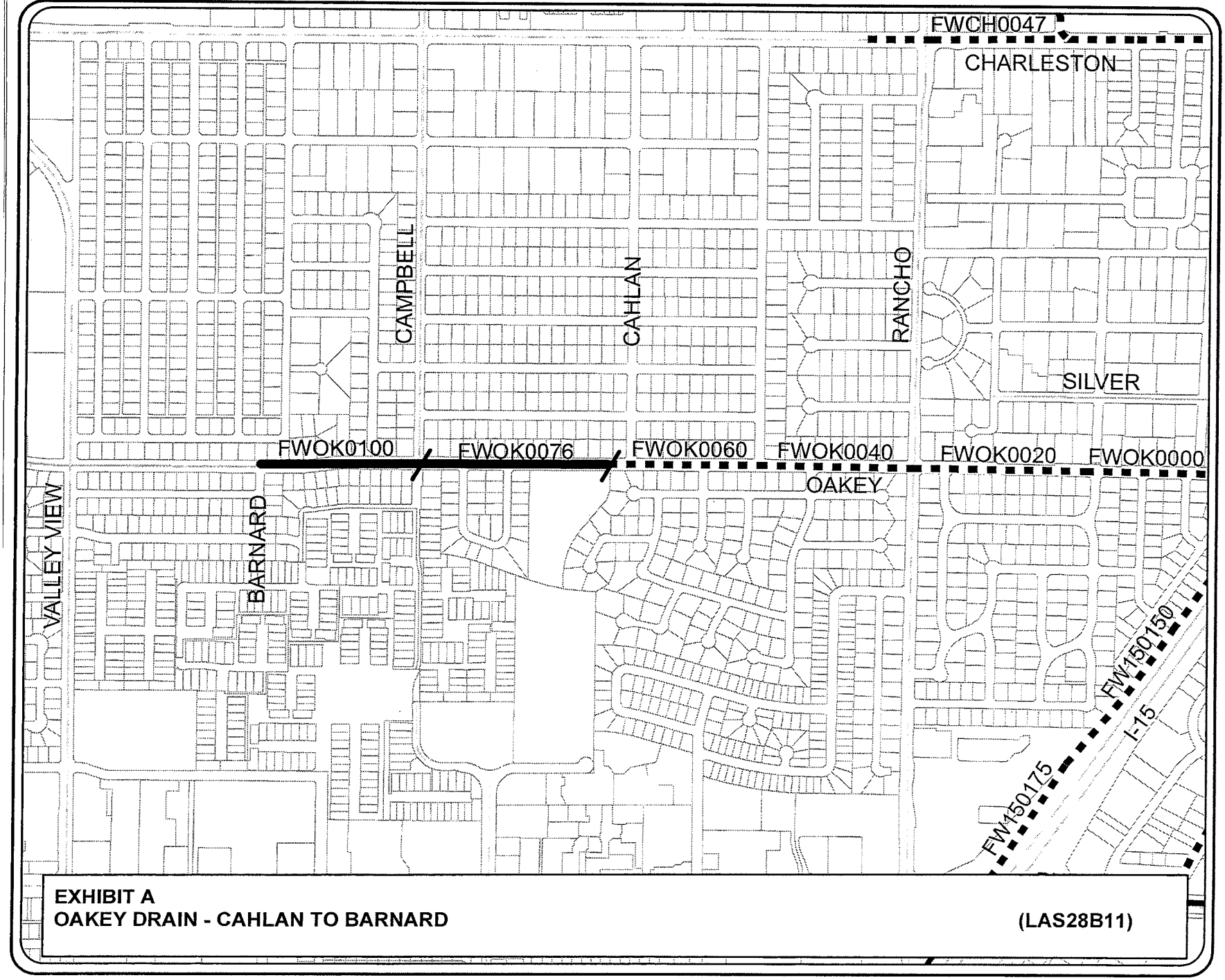
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 5/19/2011
Christopher Figgins / Date
Chief Deputy District A



Flood Control Planning

N

LEGEND

PROPOSED REGIONAL STORM DRAIN FACILITY

EXISTING STORM DRAIN FACILITY

EXHIBIT A
OAKEY DRAIN - CAHLAN TO BARNARD **(LAS28B11)**

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - OAKEY DRAIN - Cahlan Drive to Barnard Drive (LAS00000)_42011.mxd

Due to continuous development activity this map is for reference only.

0 440 880
Feet

LAS28B11

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Approval of an Interlocal Agreement with the Las Vegas Valley Water District for water service at the 500 South Main Street Garage located at 500 South Main Street, APN 139-34-201-023 ($147,505 - City Facilities Capital Project Fund [CPF]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $147,505
Funding Source: City Facilities CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
A necessary part of the 500 South Main Street Parking Garage project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed and the required fees paid

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
CITY PARKING GARAGE @ 500 S. MAIN STREET

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property generally located on the west side of Main Street, at Clark Avenue, and further referenced as Clark County Assessor's Parcel Number 139-34-201-023, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a parking garage with retail space and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a parking garage with retail space, located on the west side of Main Street, at Clark Avenue. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CITY PARKING GARAGE @ 500 S. MAIN STREET
Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT'S Service Rules, to refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto,and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the CITY. This Agreement does not create any third party beneficiary rights or causes of action

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

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

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20_____.

APPROVED AS TO FORM:

John S. Ridilla 6/15/11
Deputy City Attorney (date)

John S. Ridilla
Deputy City Attorney

ATTEST:

CITY OF LAS VEGAS

_____
BEVERLY K. BRIDGES, MMC, City Clerk

BY: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

_____
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
STEVE SISOLAK, President
Board of Directors

APPROVED:

_____
CHARLES K. HAUSER, General Counsel

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
ADMINISTRATIVE:

Report concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2011 Local Solicitation, Catalog of Federal Domestic Assistance (CFDA) #16.738 for funding to support all components of the criminal justice system – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On June 6, 2011, the City of Las Vegas received the Department of Justice, Bureau of Justice Assistance (BJA) announcement of funding availability under the Justice Assistance Grant (JAG) Program for Fiscal Year 2011. The City of Las Vegas (CLV) has been designated as the fiscal agent of the eligible $1,273,801 in grant funding.

RECOMMENDATION:
Report only; no action required

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2011Local Solicitation CFDA #16.738
3. Notification of Grant Award
4. Public Notice of Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2011Local Solicitation
5. Correspondence to Council of FY11 Local JAG Solicitation

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: CITY MANAGER
ITEM DESCRIPTION: Report from staff concerning the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY2011 Local Solicitation, Catalog of Federal Domestic Assistance (CFDA)# 16.738 for funding to support all components of the criminal justice system ($1,273,801 in eligible funding) – All Wards

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The JAG funds are intended to support all components of the criminal justice system. The FY 2011 Local JAG funding announcement identifies the Las Vegas metro area as a designated disparate jurisdiction." This designation requires that, in order to receive JAG funding, Clark County and CLV are to submit a joint application for funding. A letter of the FY11 Local JAG application and eligible funding was mailed to City Council members on June 20, 2011. Public Notice of the FY11 Local JAG Grant Application process and Request for Public Comment were published in the Las Vegas Review-Journal on June 16, 2011. Federal guidelines require participating governing bodies engage in a Memorandum of Understanding (MOU), which enumerates applicant allocations. The MOU will be presented for consideration on July 20, 2011.

OMB No. 1121-0329

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2011 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2011 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/11jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

Deadline

Registration for this funding opportunity is required prior to application submission, by selecting the "Apply Online" button associated with the solicitation title in OJP's Grants Management System (GMS). (See "How to Apply," page 11.) All registrations and applications are due by 8:00 p.m. eastern time on July 21, 2011. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1–888–549–9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov.

Note: The GMS Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to JIC@telesishq.com, or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, and 8:30 a.m. to 8:00 p.m. eastern time, Monday through Friday, on the solicitation close date. You may also contact your State Policy Advisor: www.ojp.gov/BJA/resource/ProgramsOffice.html.

Release date: June 6, 2011

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- Program Narrative (Required)
- Budget and Budget Narrative (Required)
- Review Narrative (Required)
- Abstract (Required)
- Tribal Authorizing Resolution (If Applicable)
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Edward Byrne Memorial
Justice Assistance Grant (JAG) Program: Local Solicitation
CFDA #16.738

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadlines: Registration and Application

Registration is required prior to submission. The deadline to register in GMS is 8:00 p.m. eastern time on July 21, 2011 and the deadline for applying for funding under this announcement is 8:00 p.m. eastern time on July 14, 2011. Please see the "How to Apply" section, page 6, for more details.

Eligibility

Please refer to the cover page of this solicitation for eligibility under this program.

JAG Program—Specific Information

Formula

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's three-year violent crime average. If a local eligible award amount is less than $10,000, the funds are returned to the state to be awarded to these

local units of government through the state agency. If the eligible award amount is $10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Award Amount

Eligible award amounts under JAG are posted annually to BJA's JAG web page: www.ojp.usdoj.gov/BJA/grant/jag.html.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Note: The authorizing statute for the JAG Program provides that funds are to be used for the purposes above and notes that these purposes include all of the purposes previously authorized under the Edward Byrne Memorial State and Local Assistance Program (Byrne Formula) and the Local Law Enforcement Block Grant Program (LLEBG). This provision may be useful to applicants in understanding all of the allowable uses under the above purpose areas. For example, relying on this provision, it can be understood that the JAG Purpose Area "Prosecution and court programs" listed above, provides the states and local units of government with the authority to fund defender, judicial, pretrial, and court administration efforts as well as prosecution programs. For a listing of prior Byrne Formula and LLEBG purpose areas, see www.ojp.usdoj.gov/BJA/grant/byrnepurpose.html. Although these two programs have been eliminated, their prior purpose areas may be useful in appreciating the scope of the JAG purpose areas.

JAG funds may also be used to address key statutory requirements that may not be otherwise funded, including requirements from the state and federal level, such as addressing limited English proficiency requirements and other similar mandates.

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of the Byrne JAG funding at the state and local level.

As an overall framework for success, we encourage both state and local comprehensive justice planning, bringing all of the system stakeholders together, including law enforcement, courts, prosecutors, defenders, corrections officials, and other stakeholders to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

As a part of this strategic planning process, we strongly encourage state and local planners to consider programs that are evidence-based and have been proven effective; in a difficult budgetary climate, it is critical that dollars are spent on programs whose effectiveness is proven. However, we recognize that state and local programs can also be excellent laboratories for innovative programs that can be models for other states and localities addressing difficult problems. BJA has made resources available to SAAs and others to provide training and technical assistance in identifying and using evidence-based practices as the outcome of a comprehensive and strategic justice plan in the state or local community. We also strongly encourage SAAs and local recipients to use JAG funding to support, replicate and expand strategic efforts to assess system cost drivers and to make appropriate policy changes that can reduce system costs while not jeopardizing public safety. These efforts include justice reinvestment and court reengineering as well as others.

In addition to these overarching considerations and in addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where we will be focusing nationally and invite each state to join us in addressing these challenges as a part of our JAG partnership.

Counterterrorism and Information Sharing/Fusion Centers

A key priority for DOJ and, indeed, the entire Administration, is effective counterterrorism and terrorism prevention programs. We recognize that state and local law enforcement are critical partners in detecting, identifying, preventing, and disrupting acts of violence against the United States by both domestic and international extremist organizations. Preventing terrorism remains the first goal of DOJ's strategic plan and remains a priority for BJA. A key priority of the National Strategy on Information Sharing for preventing terrorism includes support for State and Major Urban Area fusion centers (fusion centers) to address gaps in achieving full implementation of Global's Baseline Capabilities for fusion centers. Through the partnership of the U.S. Department of Homeland Security and DOJ the support for these fusion centers also enhances a state's response to "all crimes" by improving information sharing and coordination with local law enforcement agencies.

Evidence-Based Programs or Practices

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence (generally obtained through one or more outcome evaluations). Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

Economic Crime
As our economy shows signs of recovery, it is essential that we not allow this progress to be thwarted by economic crime, including mortgage fraud, financial crimes, fraud, and intellectual property crimes that threaten our economic growth and stability.

Reentry and Smart Probation
In order to lessen the burden on what has been described as an overreliance on incarceration, it is essential that those who have served time can transition back into the community and into crime-free pro-social lives. To do this, we will emphasize smart and effective approaches to offender reentry and will support statewide and local efforts in justice reinvestment, which reduces costly spending on incarceration and reinvests a portion of the savings into other areas of the justice system without sacrificing accountability.

Indigent Defense
Another key priority area is ensuring that justice is truly done in the criminal justice system—the Attorney General has consistently stressed that the crisis in indigent defense reform is a serious concern of his, a concern which is shared by OJP and BJA. As a former prosecutor and judge, however, the Attorney General is also acutely aware that without adequate funding for the courts, prosecution, problem-solving courts, and other innovative, cost-saving alternatives to incarceration, true justice cannot be achieved.

Children Exposed To Violence
Last, but certainly not least, we must ensure that, in the context of our continued focus on addressing violent crime, children who are exposed to violence are responded to effectively so that these experiences do not risk the futures of these children and do not fuel the cycle of violence.

These priorities and others will be the focus of our efforts during FY 2011, and we invite you as a partner and grantee to join us in our efforts to address these critical issues.

Interoperable Communications
Grantees (including sub-grantees) that are using FY 2011 JAG Program funds to support emergency communications activities should comply with the *FY 2011 SAFECOM Guidance for Emergency Communication Grants,* including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov.

Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of

SWICs for each of the 56 states and territories. Please contact OEC@hq.dhs.gov if you are not familiar with your state or territory's SWIC. If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Please note that for future year solicitations (FY 2012), BJA will require that the SWIC provide approval for changes in interoperable communication projects. Grantees should establish communications with the SWIC in their state or territory in the near future in order to ensure seamless coordination on all projects going forward.

Grantees (and sub-grantees) should provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to their assigned BJA State Policy Advisor once items are procured during any periodic programmatic progress reports.

Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total grant period of 4 years. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Director of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

Disparate Certification

A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which

jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf.

Governing Body Review

The applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment

The applicant agency (the fiscal agent in disparate situations) must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and to neighborhood or community-based organizations.

Budget Information

Match Requirement

While match is not required with the JAG Program, match can be used as an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives.

Supplanting

Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under JAG. Please see BJA's JAG web page and the updated JAG FAQs for examples of supplanting.

Trust Fund

Award recipients may drawdown JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement only applies to direct JAG award recipients as well as subrecipients that are not on a reimbursement basis.

Prohibited Uses

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

*For information related to requesting a waiver to use funds for any prohibited item, please refer to the updated JAG FAQs on BJA's JAG web page.

Reporting Requirements

Once an award is accepted, award recipients must submit quarterly financial status (SF-425) and annual performance reports through GMS.

In addition, applicants who receive funding under this solicitation must provide data that measures the results of their work. Please refer to "Performance Measures" below for further information.

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measures the results of their work. **Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site: www.bjaperformancetools.org. The performance measure can be found at: www.bjaperformancetools.org/help/ARRAJAGandJAGCombinedIndicatorGrid.pdf.**

All JAG recipients should be aware that BJA is currently considering changes to the JAG performance reporting processes, including measures. While state administering agencies will play a role in the process, recipients are advised that the reporting requirements noted above may be subject to modification through this process.

Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Please refer to the section "What an Application Must Include" (below) for additional information.

Note on project evaluations: Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protections. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" (28 C.F.R. § 46.102(d)). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP Other Requirements for OJP Applications" web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Confidentiality" section on that web page.

Notice of New Post-Award Reporting Requirements

Applicants should anticipate that all recipients (other than individuals) of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier subawards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsrs.gov/.

Please note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

How to Apply

Applications are submitted through OJP's Grants Management System (GMS). GMS is a web-based, data-driven computer application that provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity and should begin the process immediately to meet the GMS registration deadline, especially if this is the first time using the system. Complete instructions on how to register and submit an application in GMS can be found at www.ojp.usdoj.gov/gmscbt/. If the applicant experiences technical difficulties at any point during this process, please e-mail GMS.HelpDesk@usdoj.gov or call 888–549–9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP highly recommends that applicants start the registration process as early as possible to prevent delays in submitting an application package by the specified application deadline.

All applicants should complete the following steps:

1. **Acquire a DUNS number.** A DUNS number is required to submit an application in GMS. In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS (Data Universal Numbering System) number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life

cycle. Obtaining a DUNS number is a free, one-time activity. Obtain a DUNS number by calling Dun and Bradstreet at 866–705–5711 or by applying online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire or renew registration with the Central Contractor Registration (CCR) database.** OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must **update or renew their CCR registration annually** to maintain an active status. Information about CCR registration procedures can be accessed at www.ccr.gov.

3. **Acquire a GMS username and password**. A new user must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.

4. **Verify the CCR registration in GMS.** OJP requests that all applicants verify their CCR registration in GMS. Once logged into GMS, please click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the CCR registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Please select the Bureau of Justice Assistance and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

6. **Register by selecting the "Apply Online" button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Please select the "Apply Online" button in the "Action" column to register for this solicitation and create an application in the system.

7. **Submit an application consistent with this solicitation by following the directions in GMS.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, an applicant must wait for GMS approval before submitting an application. Applicants are urged to submit the application **at least 72 hours prior** to the due date of the application.

Note: OJP's Grants Management System (GMS) does not accept executable file types as application attachments. The disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Experiencing Unforeseen GMS Technical Issues

If an applicant experiences unforeseen GMS technical issues beyond the applicant's control that prevent submission of its application by the deadline, the applicant must contact the Bureau of Justice Assistance Programs Office staff **within 24 hours after the deadline** and request approval to submit the application. At that time, BJA Programs Office staff will instruct the applicant to submit specific information detailing the technical difficulties. The applicant must e-

mail: a description of the technical difficulties, a timeline of submission efforts, the complete grant application, the applicant DUNS number, and GMS Help Desk tracking number(s) received. After the program office reviews all of the information submitted, and contacts the GMS Help Desk to validate the technical issues reported, OJP will contact the applicant to either approve or deny the request to submit a late application. If the technical issues reported cannot be validated, the application will be rejected as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process in sufficient time, (2) failure to follow GMS instructions on how to register and apply as posted on its Web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues experienced with the applicant's computer or information technology (IT) environment.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page, www.ojp.usdoj.gov/funding/solicitations.htm.

What an Application Must Include

This section describes what an application is expected to include and sets out a number of elements. Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application and, should a decision nevertheless be made to make an award, will result in the inclusion of special conditions that preclude access to or use of award funds pending satisfaction of the conditions.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget and Budget Narrative," "Memoranda of Understanding," etc.) for all required attachments.

1. **Application for Federal Assistance (SF-424)**
   The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form.

2. **Program Narrative**
   Applicants **must** submit a program narrative that generally describes the proposed program activities for the four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. **Budget and Budget Narrative**
   Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of

how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf. Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. **Review Narrative**
   Applicants **must** submit information documenting that the date the JAG application was made available for review to the governing body, or to an organization designated by that governing body, on a date not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens to the extent applicable law or established procedures make such opportunity available. Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

5. **Abstract**
   Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to five project identifiers** that would be associated with proposed project activities. The list of all identifiers can be found at www.ojp.usdoj.gov/BJA/grant/jag11/JAGIdentifiers.pdf. The abstract **must not** exceed a half-page, or 400-500 words.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. **Tribal Authorizing Resolution (if applicable)**
   If an application is being submitted by either (1) a tribe or tribal organization or (2) a third party proposing to provide direct services or assistance to residents on tribal lands, then a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable governing body authorizing the inclusion of the tribe or tribal organization and its membership should be included with the application. In those instances when an organization or consortium of tribes proposes to apply for a grant on behalf of a tribe or multiple specific tribes, then the application should include a resolution from all tribes that will be included as a part of the services/assistance provided under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from

all tribes in the consortium (i.e., without authorizing resolution or other enactment of each tribal governing body) may submit a copy of its consortium bylaws with the application in lieu of tribal resolutions.

7. **Additional Attachments (if applicable)**
   Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, **must** be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag11/11JAGMOU.pdf.

   Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. **Other Standard Forms**
   Additional forms that may be required in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Please note in particular the following forms.

   a. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (required to be submitted in GMS prior to the receipt of any award funds).

   b. Disclosure of Lobbying Activities (required for any applicant that expends any funds for lobbying activities; this form must be downloaded, completed, and then uploaded).

   c. Accounting System and Financial Capability Questionnaire (required for any applicant other than an individual that is a non-governmental entity and that has not received any award from OJP within the past 3 years; this form must be downloaded, completed, and then uploaded).

   d. Standard Assurances (required to be submitted in GMS prior to the receipt of any award funds).

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General (AAG).

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. We strongly encourage you to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of $5,000,000 – federal taxes certification requirement
- Active CCR Registration

Application Checklist
FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

The application checklist has been created to aid assist in developing an application.

Eligibility Requirement:

_____ The jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page

_____ The federal amount requested is within the allowable limit of the FY 2011 JAG Allocations List as listed on BJA's JAG web page

The Application Contains:

_____ Standard 424 Form (see page 13)

_____ Program Narrative (see page 13)

_____ Budget and Budget Narrative (see page 13)

_____ Review Narrative (the date the JAG application was made available to the governing body for review and that it was provided to the public for comment) (see page 14)

_____ Abstract (see page 14)

_____ Additional Attachment: Memorandum of Understanding (MOU), if in a funding disparity (see page 15)

_____ Tribal Authorizing Resolution (if applicable) (see page 14)

_____ Other Standard Forms as applicable (see page 15), including:

- _____ Disclosure of Lobbying Activities (if applicable)
- _____ Accounting System and Financial Capability Questionnaire (if applicable)

_____ DUNS Number (see page 11)

_____ CCR Registration (see page 12)

Penney Towers

From: Penney Towers
Sent: Monday, June 06, 2011 1:13 PM
To: Dawn Cox; Debbie Berger; Douglas Towner; Emma Garcia; Emmit Lamb; Ingrid Friedland; Ira Gershin; janejsaint@gmail.com; juliel@co.clark.nv.us; 'Karen Taylor'; Linda L. Rolfe; Melvin Ennis; Molly Brown - Cambridge- Gang Intervention; Pamela Jefferson; R7662H@LVMPD.COM; Relevant Law; Rhonda Ruby; Richard Wells; 'RollS@clarkcountycourts.us'; 'Rosalina Rios'; rstepp@mesquitenv.gov; Sarah J. Beers; Sheri Cane-Vogel; Stephanie Parker; Susan Y. Decker; 'Tina Emrich'
Subject: (FY) 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program solicitation announcement!!!!!!

FYI

The Bureau of Justice Assistance announces **FY11 Local JAG solicitation**! **DEADLINE: July 21, 2011**!!!!!!!!!!!!

Please see below for details.

From: owner-bvp-list@ojp.usdoj.gov [mailto:owner-bvp-list@ojp.usdoj.gov] **On Behalf Of** Justice, BJA
Sent: Monday, June 06, 2011 11:17 AM
Subject: Fiscal Year (FY) 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program announcement

The Bureau of Justice Assistance (BJA) is pleased to announce that Fiscal Year (FY) 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding information is now available and appears on the BJA JAG web page.

Please note that this email is being sent to all prior JAG recipients and **does not necessarily confirm your jurisdiction's eligibility under the FY 2011 Local JAG Program**.

Eligible jurisdictions under FY 2011 Local JAG are limited to units of local government appearing on the FY 2011 Local JAG Allocations list. Please review this list and verify your eligibility, and **if eligible**, review the associated FY 2011 Local JAG solicitation and submit an application for funding through the Office of Justice Program's (OJP) Grants Management System (GMS) **by 8:00 p.m. Eastern Daylight Time (EDT) on July 21, 2011.**

Due to the late passage of the FY 2011 appropriations, BJA does not anticipate being able to extend the July 21, 2011 deadline. Please contact the GMS Help Desk at 1-888-549-9901 (Option 3) prior to the deadline if you experience any technical difficulties with submission. Applications must be submitted by the stated deadline, regardless of whether the 30 day governing body review requirement has been satisfied. BJA will hold applications prior to processing until the 30 day governing body review requirement has been met OR attach a withholding of funds special condition to the award until the governing body requirement has been satisfied.

For questions related to the JAG solicitation, please contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to JIC@telesishq.com or by live web chat.

For GMS assistance, please refer to: http://www.ojp.usdoj.gov/gmscbt/ or contact the GMS Help Desk at 1-888-549-9901; Option 3.

PUB: June 14, 16, 19, 21, 2011
LV Review-Journal

CITY OF LAS VEGAS

PUBLIC NOTICE-REQUESTS FOR PUBLIC COMMENTS

DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: FY 2011 LOCAL SOLICITATION CFDA#16.738

As a "disparate jurisdiction" (largest population distribution in the state and highest in the crime statistics,) the grant is a regional application process that must have agreement between the City of Las Vegas, the City of Mesquite and Clark County.

Funds from the FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751 (a)) is the primary provider for federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives. JAG-funded projects may address crime through the provisions of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes and procedures.

The Edward Byrne Justice Assistance Local Solicitation Request for Proposal (RFP) is available for review and comment at the following locations, between the hours of 9:00 a.m. and 5:00 p.m.:

City Hall - City Manager's Office
400 Stewart Avenue, 8th floor

6, 2011 a LAS VEGAS REVIEW-JOU

Legal Notices

Clark County Government Building
500 S. Grand Central Parkway
Community Resources Management Division, 5th floor
Mesquite City Hall 10 E. Mesquite Boulevard

Comments on the FY11 Local JAG Grant are solicited from the Public from
JUNE 20, 2011 UNTIL JUNE 27, 2011

To provide comment, please contact Penney Towers, Office of Administrative Services, 400 Stewart Avenue, 1st floor, Las Vegas, NV 89101, 702.229.2516
Submit online at:
lasveagasnevada.gov/jaggrant

If you have a disability and need special accommodations, please call 702.229.6501.
PUB: June 16, 2011
LV Review-Journal

NOTC CASE A-11-643070-P DEPT. XIV
DISTRICT COURT
CLARK COUNTY, NEVADA
In the Matter of the Application of Janice B. Walker for Change of Name

NOTICE OF PETITION
FOR CHANGE OF NAME
NOTICE IS HEREBY GIVEN that the undersigned has filed a Petition, addressed to the above-entitled Court, praying that said Court enter its Order to change the present legal name of Petitioner Janice B. Walker to the name of Jana V Konar which is the name Petitioner desires to have in the future.
NOTICE IS HEREBY GIVEN that any person having objection to the changing of Petitioner's name as aforesaid shall file written objection with the above-entitled Court within ten (10) days after the date of last publication of this Notice.
By: Janice B. Walker
In Proper Person
PUB: June 16, 23, 30, 2011
LV Review-Journal

PARTY WITHOUT ATTORNEY:
Brandi Stollak, 1219 W. Beverly Drive, Oxnard, CA 93030, 805-263-6366 Pro Per
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA
4353 Vineyard Avenue

Announcements

Found
Lost
Free Offering
Happy Ads
Lovelines
Public Announcements
Attorney Services
Legal/Paralegal Services & Forms
Babysitting
Licensed Childcare
Adult/In-Home Health Care
Senior Services
People to People Personals
Adult Entertainment
Business Personals
Tickets & Events
Travel

Found

Small Dog Found
At Nellis & Carey
Call To Identify 373-5445

Beagle/Rat Terrier Mix Male
Found 6/12 Gowan & Maverick,
Traveling with Chihuhua
Taken to Lied Animal Shelter

Found Maltese Mix in mailroom at Camden Pines Apt Sun 6/12
702-982-9636

FOUND TURTLE
Eldora/Tioga
362-5444

FOUND CHIHUAHUA, tan, young, near Hillpointe and Rampart. Please Call to identify.
702-378-2111

LOOKING for a home?
Look first in Classified

Small White Terrier Found on 6/13 in North Las Vegas Area. Call to I.D. 702-525-4707

FOUND Pekingese, Young, Unneutered male, area of Boulder Hwy and E. Tropicana.
702-792-2747/702-287-6650

June 20, 2011

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Mayor Elect Carolyn G. Goodman
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Mayor Elect Carolyn G. Goodman:

On June 6, 2011, the City of Las Vegas received the Department of Justice, Bureau of Justice Assistance (BJA) announcement of funding availability under the Justice Assistance Grant (JAG) Program for Fiscal Year 2011. The City of Las Vegas has been designated as the fiscal agent of the eligible $1,273,801 in grant funding. The JAG funds are intended to support all components of the criminal justice system, including programs to prevent criminal activities and to improve court, corrections, treatment and justice information-sharing initiatives.

The FY 2011 Local JAG funding announcement identifies the Las Vegas metro area as a designated "disparate jurisdiction." This designation requires that, in order to receive JAG funding, Clark County and the City of Las Vegas are to submit a joint application for funding. According to this year's funding announcement, the cities of North Las Vegas and Henderson are eligible to receive a direct allocation and will not participate in the city-county application.

Federal guidelines require that the governing body be notified of the FY11 JAG grant application 30 days in advance of the July 21, 2011 federal application submission deadline. This letter serves as your notification. Additionally, for recording purposes, the FY11 Local JAG Grant Application Solicitation notification was entered this date into the City Clerk SIRE system and is scheduled to be presented to City Council on July 6, 2011. (Please see enclosed grant application.)

Public Notice of the FY11 Local JAG Grant Application process and Request for Public Comment was published in the *Las Vegas Review Journal* newspaper on June 16, 2011.

Eligible applicants have been required to submit applications online at: **2011jaggrant@lasvegasnevada.gov**, by June 22, 2011. City of Las Vegas staff will review the applications to confirm that all federal criteria for submission have been met. Those applications that meet federal criteria will be submitted to the Local Law Enforcement Advisory Committee (LLEAC), which will determine funding allocations on June 28, 2011. The meeting will be held at 12:30 p.m., in the Gold Room on the fourth floor of the Clark County Government Building.

Following the committee's funding recommendations, the governing bodies of Clark County and the City of Las Vegas are to formally confirm the applicant allocations, and to engage in a Memorandum of Understanding, which enumerates the respective allocations.

If you have any questions, please contact Penney Towers at 229.2516 or Patty Braganza at 229.6818.

Sincerely,

Elizabeth N. Fretwell

Elizabeth N. Fretwell
City Manager

Enclosure

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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June 20, 2011

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Councilman Elect Bob Coffin
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Councilman Elect Coffin:

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Sincerely,

Elizabeth N. Fretwell

Elizabeth N. Fretwell
City Manager

Enclosure

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LAS VEGAS CITY COUNCIL
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CITY MANAGER

June 20, 2011

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Councilman Stavros S. Anthony
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Councilman Stavros S. Anthony:

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Sincerely,

Elizabeth N. Fretwell

Elizabeth N. Fretwell
City Manager

Enclosure

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Councilwoman Lois Tarkanian
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Councilwoman Lois Tarkanian:

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Sincerely,

Elizabeth N. Fretwell
City Manager

Enclosure

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Councilman Steve Wolfson
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Councilman Steve Wolfson:

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Elizabeth N. Fretwell

Elizabeth N. Fretwell
City Manager

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ELIZABETH N. FRETWELL
CITY MANAGER

June 20, 2011

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Councilman Ricki Y. Barlow
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Councilman Ricki Y. Barlow:

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Elizabeth N. Fretwell
City Manager

Enclosure

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ELIZABETH N. FRETWELL
CITY MANAGER

June 20, 2011

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Councilman Steven D. Ross
Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Councilman Steven D. Ross:

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Elizabeth N. Fretwell

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City Manager

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City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Discussion and possible action regarding a Supplemental Interlocal Contract For Funding Facilities For Las Vegas Metropolitan Police Department Metroplex between County of Clark, a political subdivision of the State of Nevada, and the City of Las Vegas, a municipal corporation of the State of Nevada, to pay 60 percent of the City of Las Vegas Redevelopment Agency's share of annual paid real estate taxes for Metroplex to County of Clark for the lease and operating expenses of Metroplex (APN 139-33-202-009) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On April 2, 2008 the City of Las Vegas and County of Clark entered into a Master Interlocal Agreement concerning the acquisition and construction of facilities for the Las Vegas Metropolitan Police Department. 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, 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. The term of the Supplemental Interlocal Agreement is until County of Clark purchases Metroplex or until March 5, 2031.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Supplemental Interlocal Contract For Funding Facilities For Las Vegas Metropolitan Police Department Metroplex
2. Interlocal Cooperative Agreement

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, Chair

ATTEST:

_____
Diana Alba, County Clerk

Approved as to form:

By: _____ 6-15-11
Deputy District Attorney Date

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

By: _____ 6/16/11
Chief Deputy City Attorney Date

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

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
ABEYANCE ITEM - 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. This item was held in Abeyance from the June 15, 2011 City Council meeting.

RECOMMENDATION:
Direct staff as appropriate

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **57.**

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

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

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Package License,Shoshani and Jarjees, dba Family Food II, 1602 H Street, Solar Shoshani, Ptnr, 50% and Thamer Jarjees, Ptnr, 50% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Package License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting. The following are the current conditions on the license:

1. Hours of operation 6:00 a.m. – 12:00 a.m.
2. Hire security personnel, experienced and highly visible by means of identifiable uniform, unarmed, and must obtain and be in possession of a valid work card during employment. The security firm is to address the parking lot issues during the hours of 4:00 p.m. – 12:00 a.m. daily.
3. Install a video surveillance system to aid in monitoring activity inside and outside the store.
4. Post signs inside and outside the store which notify patrons of the video surveillance system.
5. Work with Metro and security to enforce trespassing of undesirables.
6. Enforce no loitering and no alcohol consumption within 1,000 feet.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **58.**

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

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

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Carri Ann Campbell, db at Red Rock Chevron, 8500 West Charleston Boulevard - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
RESOLUTIONS:

R-__-2011 - Discussion and possible action regarding a Resolution finding the Office Lease Agreement between the City of Las Vegas and Barrister Global Services Network, Inc., located within a portion of the fourth floor of the Development Services Center, 333 North Rancho Drive, is in the best interest of the public (APN 139-29-801-006) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas owns the real property located at 333 North Rancho Drive, Las Vegas, Nevada, commonly known as the Development Services Center. Barrister Global Services Network, Inc., proposes to lease from the city 3,980 square feet x $1.75 per square foot = $167,160 as Base Rent for the primary term of two years. Base Rent shall be reduced as an economic development incentive to $1.00 per year. This will allow Barrister to locate a computer operations customer service center, currently headquartered in Hammond, LA, to the City of Las Vegas and facilitate economic development for the community, which will lead to the creation of additional jobs and positive social and economic impacts.

RECOMMENDATION:
Approval and granting authorization to the Mayor to execute the Office Lease Agreement and Corporate Guarantee of Office Lease Agreement.

BACKUP DOCUMENTATION:
1. Resolution R-__-2011
2. Office Lease Agreement
3. Corporate Guarantee of Office Lease Agreement
4. Public Purpose/Impact Analysis

RESOLUTION NO._____

RESOLUTION FINDING THAT THE PROPOSED LEASE TO BARRISTER GLOBAL SERVICES NETWORK INC. OF THE PROPERTY LOCATED AT 333 N. RANCHO DRIVE, LAS VEGAS, NEVADA IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, the City of Las Vegas ("City") owns the certain parcel of real property and improvements located at 333 N. Rancho Drive, Las Vegas, Nevada, shown in Exhibit A (the "Building"); and

WHEREAS, the Property is owned and operated as City offices, and is commonly known as the City's Development Services Center ("DSC"); and

WHEREAS, the City now desires to lease a portion of the fourth floor of the Building ("Premises) to Barrister Global Services Network, Inc. ("Tenant") for the purpose of facilitating economic development and job creation within the City; and

WHEREAS, the Tenant will initially have a staff of twenty (20) employees consisting of technical support, client relationship specialists and business development executives with an initial annual payroll of approximately Four Hundred Seventy-Five Thousand Dollars ($475,000); and

WHEREAS, it is anticipated that the lease of the Premises to Tenant will have an average annual economic impact of approximately Two Million Seven Hundred Eighty Five Thousand, One Hundred Fifty-One Dollars ($2,785,151) per year, to the City; and

WHEREAS, the proposed fair market rent of the Premises is One Hundred Sixty-Seven Thousand, One Hundred Sixty Dollars ($167,160) and has been reduced to One Dollar ($1.00) per year for two years as an Economic Development Incentive for a new division of Tenant's operation currently located in Hammond, Louisiana. The purpose is to expand Tenant's technical support operations within the City with the intent to relocate Tenant's headquarter operations, including over two hundred (200) employees, within the City; and

WHEREAS, Nevada Revised Statute ("NRS") 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development, without offering it to the public and

for less than fair market value, if the City Council finds, with this Resolution, that it is in the best interests of the City to do so; and

WHEREAS, the proposed Lease of the Premises to Tenant qualifies under NRS 268.063 as a Lease for purposes of economic development and such Lease will facilitate the establishment of new commercial enterprises or facilities within the City; provide for the support, retention or expansion of existing commercial enterprises; and thereby create and/or retain opportunities for employment for the residents of the City; and

WHEREAS, the presence of Tenant contributes significantly to the potential for job growth and operations expansion opportunities within the City, potential that may not be as great if the Premises is offered to the public at auction.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL HEREBY FINDS that the Lease of the Premises to Tenant without offering it to the public at auction is for purposes of Economic Development and is in the best interests of the public.

PASSED, ADOPTED AND APPROVED THIS _____ day of _____, 2011.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

Date of City Council Approval:

_____

APPROVED AS TO FORM:

By: John S. Ridilla 6/15/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Exhibit A

0 50 100 200 Feet

N
W E
S

This map is a graphic representation of an area.
It is not guaranteed to be accurate.
This map is only for planning purposes.

6/15/11

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease") is entered into this _____ day of _____, 2011 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord") and Barrister Global Services Network, Incorporated, a Delaware corporation ("Tenant"). Landlord and Tenant are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

Landlord warrants and represents that it owns that certain parcel of land known as Assessor's Parcel Number 139-29-801-006 ("Parcel") and the office building located on that parcel commonly referred to as City of Las Vegas Development Services Center ("Building"); and

Landlord wishes to lease to Tenant, and Tenant wishes to lease from Landlord, a portion of the Building as described more particularly herein under the terms and conditions of this Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

AGREEMENT

1. PREMISES / OPTION PREMISES

1.1 Premises. In consideration of the rents, covenants and agreements contained herein, the Landlord leases to Tenant, and Tenant leases from Landlord the Premises consisting of 3,980 square feet of floor space on a portion of the fourth (4th) floor of the Building, as depicted on Exhibit A, attached hereto and incorporated herein by this reference.

1.2 Option Premises. If Tenant meets its employment goals as outlined below, and is in good standing with all additional terms and conditions of this Lease, Tenant shall have the option to lease the Option Premises, consisting of 4,278 square feet of floor space on a portion of the fourth (4th) floor of the Building, as depicted on Exhibit A, at any time during the Primary Term or any Option Term, both as defined in Section 2.

A. Landlord reserves the right to lease the Option Premises to a third party any time prior to receiving Tenant's ninety (90) day written notice of intent to lease the Option Premises.

Any reference to "Premises" in this Lease shall refer to (1) the Premises or (2) the Premises and the Options Premises if both spaces are occupied by Tenant.

2. TERM

2.1 Primary Term. The Commencement Date of the Primary Term shall be whichever of the following date shall last occur (a) the date first written above; or (b) the date on which the Las Vegas City Council approves this Lease. The Primary Term shall be twenty-four (24) months.

2.2 Option Term. Tenant shall have the option to remain in the Premises for an additional twenty-four (24) months after the end of the Primary Term by providing a minimum of ninety (90) days written notice to the Landlord.

2.3 Certificate. Upon delivery of the Premises to Tenant, Landlord and Tenant shall thereafter execute a certificate indicating the actual Commencement Date and the Expiration Date of this Lease.

3. RENT

3.1 Primary Term. Tenant agrees to pay to the Landlord, without prior demand therefore and without any deduction or off-set whatsoever, Primary Term Rent equal to $1.75 per square foot monthly, ($21.00 per square foot annually), based on Appraisal Report #11-077 dated March 25, 2011.

3.2 Option Term. Tenant agrees to pay to the Landlord, without prior demand therefore and without any deduction or off-set whatsoever, Option Term Rent equal to One Dollar and Twenty cents ($1.20) per square foot per month ($14.40 per square foot annually).

4. ECONOMIC DEVELOPMENT INCENTIVE / EMPLOYMENT PLAN / JOB TRAINING

4.1 Economic Development Incentive. Rent shall be reduced as an Economic Development Incentive to One Dollar and No Cents ($1.00) (the "Economic Incentive Rent") per year, for the Primary Term; subject to the terms and conditions herein. The intent of this Economic Development Incentive is to provide low-cost office space in order to incubate and relocate Tenant's corporate headquarters operations of 200+ employees within the City of Las Vegas.

A. If within twelve (12) months of the end of the Primary Term, Tenant relocates its facility anywhere outside the limits of the City of Las Vegas, but within the State of Nevada, Tenant shall pay Landlord the full Primary Term Rent of One Hundred Sixty-Seven Thousand, One Hundred Sixty Dollars and no cents ($167,160.00) less any EDI Deposit, as defined below, and prepaid rental payments within thirty (30) calendar days after Tenant vacates the Premises.

B. If at the end of the Primary Term, Tenant continues to operate its Technical Support Help Desk within the Las Vegas City limits for an additional twelve (12) month period with a minimum of twenty (20) full-time employees, Tenant shall not be required to repay Landlord the unpaid Primary Term Rent for the Primary Term and the EDI Deposit shall be refunded and paid by the Landlord City within thirty (30) calendar days.

C. If at the end of the Primary Term, Tenant relocates outside the City of Las Vegas limits and outside the State of Nevada for any reason, Tenant shall not be required to repay Landlord the unpaid Primary Term Rent and the EDI Deposit shall be refunded and paid by Landlord within thirty (30) calendar days. For clarity, Tenant is free to locate to any other State, other than Nevada, and not be subject to any charges for the space provided other than those outlined in this Lease.

D. Pursuant to the requirements of the Nevada Revised Statutes ("NRS") 268.063, Landlord will hold a public hearing on the matter of the fair market rental value of the Premises and will adopt a resolution finding that it is in the best interests of the public to lease the Premises for economic development at less than fair market rental value of the Premises. Tenant shall provide Landlord with any necessary information to document this determination.

4.2 Economic Development Incentive Deposit

Tenant shall pay to Landlord an amount equal to Sixteen Thousand Seven Hundred Sixteen Dollars and No Cents ($16,716.00) as an Economic Development Incentive Deposit (the "EDI Deposit"). The EDI Deposit represents ten percent (10 %) of the Primary Term Rent if not reduced as an Economic Development Incentive. The EDI Deposit shall be paid prior to possession and not later than five (5) days after the Commencement Date of this Lease and shall be retained by Landlord until the end of the Primary Term or any Option Term. At the end of the Primary Term or any Option Term, the EDI Deposit shall be retained by Landlord or returned to Tenant, without interest, as detailed in this Lease.

4.3 Employment Plan Policy

Pursuant to the City of Las Vegas Economic Development Projects "*Employment Plan Policy*," attached herein as Exhibit B and incorporated herein by this reference, Barrister shall comply with the Resident Participation Requirement that thirty percent (30 %) of all new jobs created as a direct result of this Lease shall be filled by bona-fide residents of the City of Las Vegas. This requirement is mandatory and subject to reporting and demonstration of efforts to achieve the goal. Because this is not a construction project, this Lease is exempt from the Minority Participation Goals of the *Employment Plan Policy.*

Failure of Tenant to comply with the Resident Participation Requirement of the *Employment Plan Policy*, as determined by the Landlord's Economic and Urban Development Department, shall result in the forfeiture of the EDI Deposit to the Landlord.

4.4 Job Training

Landlord's Economic and Urban Development Department agrees to reasonably assist Tenant in its efforts to apply for available job training grant funds. Landlord, either individually or acting through its Economic and Urban Development Department, make no warranties or representations regarding the ability to secure any job training fund. Performance of the obligations in this Lease by either Landlord or Tenant are wholly independent of the ability of either Landlord or Tenant to secure job training grant funds.

5. OPERATING EXPENSES

5.1 Appraisal Report #11-077 dated March 25, 2011 established Tenant's Operating Expense of One Dollar and Fourteen cents ($1.14) per square foot monthly based on the building's load factor of fourteen percent (14 %). Landlord will cap Tenant's Operating Expense at Forty-One Cents ($0.41) per square foot per month, not to exceed One Thousand Six Hundred and Fifty Dollars and No Cents ($1,650.00) per month for the Premises. Tenant's Operating Expenses include heating and cooling, electric, water, sewer, common area maintenance, including janitorial services and parking. The Tenant's Operating Expense shall remain constant for the Primary or any Option Term.

5.2 Tenant shall pay prior to delinquency any leasehold or real property taxes assessed on the Premises. Upon assessment of any leasehold or real property taxes, Tenant shall promptly pay said taxes. During the Primary Term for the Premises, after payment by Tenant, Tenant shall promptly submit proof of payment to the Landlord, and Landlord will reimburse Tenant for said taxes within 30 days of receipt of proof of payment. Landlord's reimbursement of said taxes shall be limited to taxes as assessed. Landlord will not

reimburse Tenant for late payment fees or other additional charges or assessments due to Tenant's failure to promptly pay said taxes. Landlord shall not reimburse Tenant for said taxes after the end of the Primary Term.

Tenant shall pay prior to delinquency any taxes assessed against and levied upon trade fixtures, furnishings, equipment and the personal property of Tenant in connection with the use of the Premises

Tenant agrees to pay, and to indemnify Landlord related to any taxes assessed by the taxing authority.

6. TENANT'S USE OF THE PREMISES

6.1 Tenant's Use. Tenant shall use the Premises for the purpose of conducting its business, which is a for-profit customer service operations center that will employ twenty (20) new technical jobs for Tenant's Technical Support Help Desk from its current location in Hammond, Louisiana. Tenant shall use the Premises solely for the purpose of conducting its business, which is to provide customer support services and shall not use or permit the Premises to be used for any other purpose or purposes without prior written consent of the Landlord, which consent may be withheld at Landlord's sole and absolute discretion.

6.2 Continuous Use. Tenant covenants to operate its business at the Premises continuously during the entire term of this Lease. Tenant shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. Tenant shall conduct its business on the Premises during the regular customary days and hours of such type of business, and may conduct such business on any other days or times it deems appropriate.

6.3 Hazardous Waste. Tenant shall not cause or permit any hazardous waste or substances to be used, stored, generated or deposited of, on, or in the Premises by Tenant, its agents employees, contractors or invitees without Landlord explicit written consent, which consent may be withheld at Landlord's sole and absolute discretion.

7. CONDITION OF THE PREMISES

7.1 Condition. Tenant accepts the Premises in an "as is" condition. Tenant specifically acknowledges that Landlord has made no representations or warranties regarding the condition of the Premises or the suitability for Tenant's operations except as specifically set forth in this Lease.

7.2 Landlord Improvements. Prior to the Commencement Date, Landlord agrees to construct a temporary wall closure to separate the Premises and Option Premises. The wall shall terminate at the existing lay-in ceiling and will be textured and painted to match the adjacent wall finish and base. Landlord's Construction is estimated not to exceed Five Hundred Dollars ($500.00) with the actual cost of construction to be paid by the Tenant prior to the Commencement Date.

7.3 Utilities. Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Building unless caused by the Landlord's negligent acts or willful misconduct. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant requires additional utility facilities; the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by the Landlord.

8. MAINTENANCE, IMPROVEMENTS AND REPAIRS

8.1 Tenant's Obligations. Tenant is responsible for maintaining the Premises in good order, condition and repair. Tenant shall not make or cause to be made any alterations, additions or improvements or make any changes to the Premises, without first obtaining the Landlord's written approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Landlord's approval of Tenant's reasonable changes shall not be unreasonably withheld, delayed or conditioned. In the event the Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Building. Tenant shall be responsible for any damage to the Building caused by the negligence or willful misconduct of Tenant, their officers, employees, agents and contractors.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

8.2 Landlord's Obligations. Landlord acknowledges that Landlord is responsible to keep in good order, condition and repair all elements of the common areas of the Building. In addition, Landlord is responsible for providing heating, cooling, plumbing, fire suppression and electrical services to the Premises.

Landlord reserves the right at any time to make changes, alterations or additions to the Building and licensing of additional commercial office space, in or on the Building. Landlord may, but is not obligated, to provide notice of any changes, alterations or additions, to the Tenant thirty (30) days prior to any such changes, alternations or additions. Landlord will notify tenant of any changes, alterations or additions to the Building that materially impact the Tenant's use of the Premises and Landlord will use commercially reasonable efforts to avoid impacting the Tenant's operations.

8.3 Signage. Tenant may install directional and suite signage on the Premises and in the Building, to match the existing signing in the Building. Signage shall be professionally fabricated and installed at the sole cost of Tenant. Drawings detailing sign(s) and placements of sign(s) shall be submitted by Tenant to Landlord for approval prior to fabrication and installation of any signage. Tenant further agrees to maintain such signing, decoration, lettering, advertising material or other things as may be approved in good condition and repair at all times. Landlord may, at Tenant's cost, remove any item installed or erected in violation of this Section.

9. ACCESS TO PREMISES.

Landlord shall have the right to place, maintain and repair all utility equipment and Building components of any kind in, upon or under the Premises as may be necessary for the servicing and improving of the Premises and other portions of the Building. Landlord shall also have the right to enter the Premises at all

reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations or improvements to the Premises or Building as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefore without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages, provided Landlord shall perform the labor required during non-business hours of the Tenant unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of the Building that necessitates immediate corrective action.

10. LAWS, NUISANCE

Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

11. BUILDING COMMON AREAS

All Building common areas, including surface and garage parking, and other facilities in or about the Building shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate any and all building common areas. Landlord hereby grants to Tenant a License to use the surface and garage parking as necessary to conduct its operations on the Premises, to use the building common areas for access to the Premises and to use the common area restrooms. Tenant is not authorized to use the common areas for any other purpose.

12. PARKING

The garage and surface parking areas shall be provided on an unreserved "first-come, first-serve" basis. Landlord reserves the right to assign specific spaces and to reserve spaces for Landlord's use, Building visitors, handicapped persons or other parties. Tenant and tenant's employees, invited guests and visitors shall not park in any such assigned or reserved spaces unless specifically reserved for Tenant's use.

13. ASSIGNMENT

13.1 Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant or sublet the Premises, or any part thereof. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. In the event that Tenant is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

13.2 Consent Required. Any assignment or subletting without the Landlord's prior written consent, which consent may be withheld at Landlord's sole and absolute discretion, shall be void, and shall constitute a default hereunder which, at the option of the Landlord, shall result in the termination of this Lease or exercise of the Landlord's other remedies under law. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

13.3 Landlord's Right in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may re-enter the Premises and take immediate possession thereof.

14. INDEMNITY

14.1 Tenant Indemnity. Tenant shall indemnify the Landlord, its Mayor and Council Members, officers, employees and agents and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its officers, employees, agents, contractors, invitees or visitors.

14.2 Landlord Liability. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures, or other personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

14.3 Notice. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

14.4 Litigation Indemnification. In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees. In case Tenant shall without fault on its part be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

15. INSURANCE

At all times during its occupancy of the Premises, Tenant shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million Dollars and No Cents ($1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00). Tenant shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, Tenant shall submit to Landlord a certificate of insurance which evidences the above required coverage's and names Landlord as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the Landlord and Tenant. The insurance coverage shall be with an insurance carrier which is licensed to do

business within the State of Nevada and which is acceptable to Landlord. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to Landlord.

16. DESTRUCTION OF PREMISES

16.1 Substantial Destruction. If the Premises should be totally destroyed by fire or other casualty, or if the Premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Tenant to Landlord of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

16.2 Partial Destruction. If the Premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, this Lease shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If the Premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its officers, employees, agents, contractors, invitees or visitors or those for whom Tenant is responsible, the rent payable under this Lease during the period for which the Premises are untentantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

17. EVENTS OF DEFAULT / REMEDIES

17.1 Defaults by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant. Any default or breach of this Lease by Tenant during the Primary Term or any Option Term shall cause any Economic Development Incentive to terminate and Rent shall be due and payable as if no Economic Development Incentive was ever granted.

A. Tenant falsifies any report required to be furnished to the Landlord; or

B. If Tenant abandons or vacated the Premises; or

C. If Tenant fails to pay any Rent or any other amounts required to be paid by Tenant under this Lease and such failure continues for ten (10) days after such payment is due and payable; or

D. If Tenant fails to promptly and fully perform and other covenant, condition or agreement contained in this Lease and such failure continues for ten (10) days after written notice form Landlord to Tenant; or

E. If a writ of attachment or execution is levied on this Lease or on any of Tenant's property; or

F. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or a judgment with its creditors; or

G. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45 days thereafter; or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstated or unterminated for a period of forty-five (45) days; or

H. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's property; or

I. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs E through H above.

17.2 Remedies. In the event of Tenant's default, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall, at its option, without further notice or demand, have the following rights and remedies:

A. Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

B. Landlord may continue lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations; or

C. Landlord shall have the right to re-enter the Premises under the provisions of subparagraph B, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs B or C above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due from Tenant to Landlord; second, to the payment of any costs of such relating; third, to the payment of the cost of any alternations or repairs to the Premises; fourth, to the payment of Rent due and unpaid; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting, which is applied against Rent, is less than the amount of Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by

Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by Rent received from reletting.

17.3 Landlord Recovery. Should Landlord elect to terminate this Lease under the provisions of this Section 17, Landlord may recover, as damages from Tenant, the following:

A. Past Rent. The worth at the time of the award of any unpaid Rent which has been earned at the time of termination; plus

B. Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

C. Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus

D. Proximately Caused Damages. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs A and B above, is to be computed by allowing interest at the rate of ten percent (10%) per annum.

"The worth at the time of the award" as used in subparagraph C above, is to be computed by discounting the amount of the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

18. ATTORNMENT

In the event of the sale or assignment of the Landlord's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as the Landlord under this Agreement.

19. QUIET ENJOYMENT

Tenant, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term of this Lease.

20. SURRENDER OF PREMISES

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Agreement, the same shall be deemed abandoned and shall become the property of Landlord.

21. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

22. CHOICE OF LAW / VENUE / ATTORNEY FEES.

Any litigation related to this Lease 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. In the event that at any time during the Lease Term either party institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

23. MISCELLANEOUS PROVISIONS

23.1 No Partnership. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

23.2 Tenant shall be solely responsible for obtaining all necessary permits and licenses to conduct business in the Premises.

23.3 Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

23.4 No Waiver. Waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by Landlord.

23.5 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, return receipt requested. Either party may designate such other address as shall be given by written notice.

To City:	City of Las Vegas Economic and Urban Development Department 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101 Attn: Bill Arent, Director
With a Copy to:	City of Las Vegas Department of Operations & Maintenance 333 N. Rancho Drive, 8th Floor Las Vegas, Nevada 89106 Attn: Robin Yoakum, Facility Manager
To Barrister:	Barrister Global Services Network, Inc. 42548 Happywoods Drive Hammond, LA 70403 Attn: John Bowers

23.6 Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Clark County Recorder.

23.7 Partial Invalidity. If any provision of this Lease the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23.8 Broker's Commissions. Tenant represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party and hereby agrees to indemnify and hold the Landlord harmless from any claim or demand made from one asserting such a claim.

23.9 Entire Agreement/Miscellaneous. This Lease and Exhibits attached hereto set forth the entire agreement between the Parties. All Exhibits mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a Lease only upon execution and delivery thereof by the Landlord to Tenant. The captions and Section and Subsection designations appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

24. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Barrister warrants that is has disclosed on the form attached as Exhibit "C", all principals and

partners of Barrister, as well as all persons and entities holding more than a one percent (1%) interest in Barrister, or any principal of the Barrister. Throughout the term hereof, the Barrister, shall notify the City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

25. AUTHORITY OF SIGNATORIES

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

26. COUNTERPARTS/ELECTRONIC DELIVERY

This Lease 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.

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27. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this Lease is valid unless in writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date and year 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 6/15/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

BARRISTER GLOBAL SERVICES NETWORK, INC.

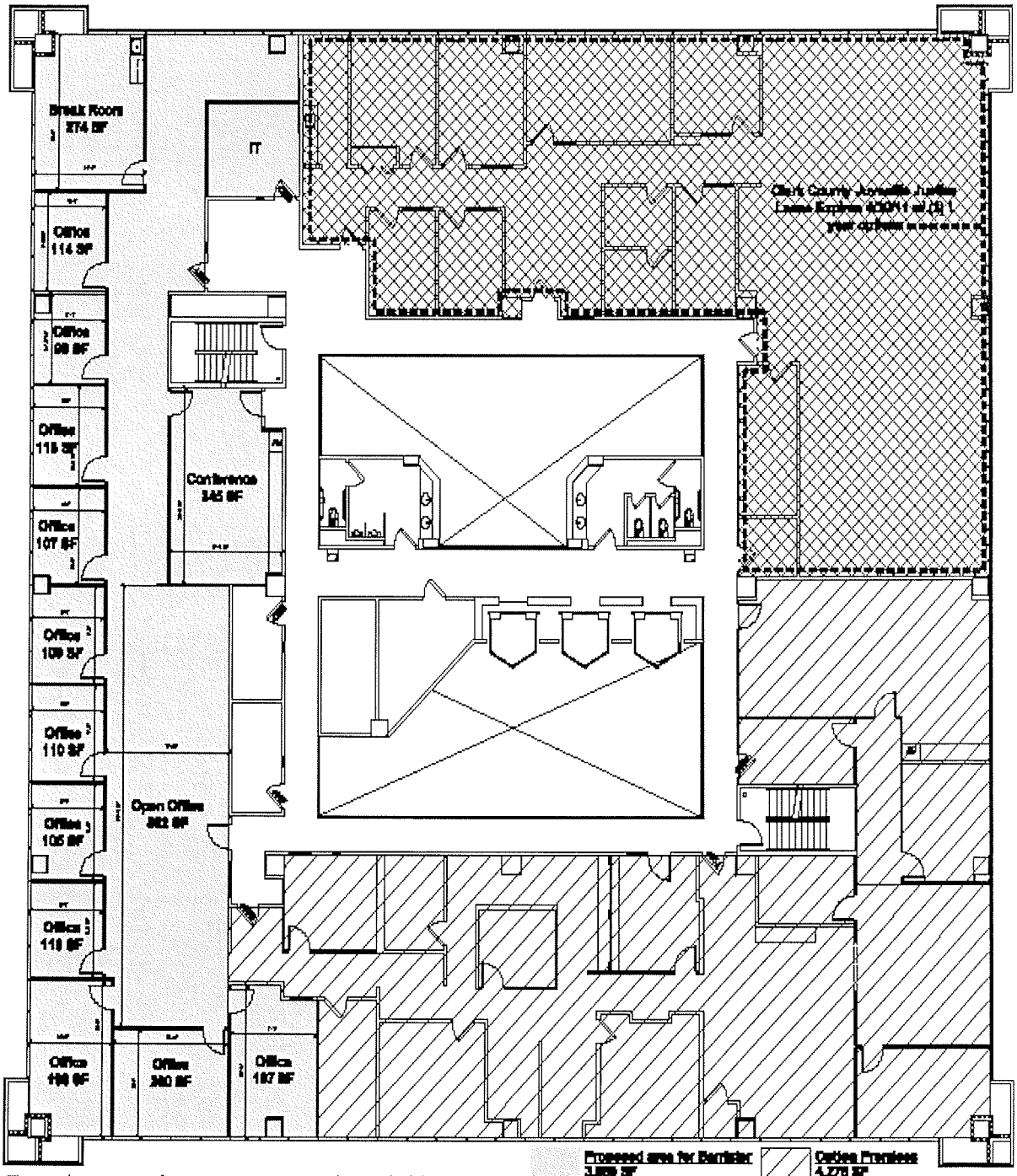
By: _____

Name: John S. Bowers, III

Title: Board Member

EXHIBIT A

Premises and Option Premise Floor Plan



Development Services Center Fourth Floor Plan

Exhibit B

City of Las Vegas Economic Development Project

EMPLOYMENT PLAN POLICY

City of Las Vegas

Economic Development Projects

EMPLOYMENT PLAN POLICY

Adopted

April 6, 2011

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SECTION 1: TERM DESCRIPTIONS

"***Build-to-suit Developer***" means any private developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

"***Build-to-suit Owner/Lessee***" means the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

"***City of Las Vegas Resident***" means an individual whose primary place of residence is within the City of Las Vegas boundaries.

"***Developer of Speculative Space***" means any private developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant.

"***Disabled***" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"***Disposition and Development Agreement (DDA)***" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the City, where a specific type of project is developed.

"***Economically Disadvantaged***" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"***Members of Racial Minorities***" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native-Hawaiian or other Pacific Islander.

"***Owner Participation Agreement (OPA)***" means any agreements where the City is participating with a landowner for the development of a site by providing some form of financial concession.

"***Participation Agreement (PSA)***" means any agreements where the City is involved in the acquisition or sale of real property.

"***Private Developer***" means any person or entity that is proposing to construct a project and will receive financial assistance from the City and includes developers of either speculative or build-to-suit projects.

"***Veteran***" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

SECTION 2: CITY OF LAS VEGAS

ECONOMIC DEVELOPMENT PROJECTS EMPLOYMENT PLAN POLICY

POLICY

This employment plan policy is prepared in accordance with the City of Las Vegas Economic Development Projects Resolution dated April 6, 2011, which adopted this City of Las Vegas Economic Development Projects Employment Plan Policy (hereinafter referred to as "Policy"). This Policy only applies to recipients of economic development assistance from the City of Las Vegas (hereinafter referred to as "City") for projects which are in furtherance of economic development in the City. In accordance with the Policy, developers and build-to-suit owners which receive economic development project funds or other forms of assistance from the City are required to hire local residents who live within the city of Las Vegas boundaries and encouraged to hire economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private economic development project funded by the City of Las Vegas. The ultimate result of this Policy is to ensure that the persons identified in the resolution have the opportunity to benefit from economic development projects as fully as the community at large.

APPLICABILITY

Related Agreements: The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or the Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the City.

Entire Project: Even though portions of a project may not be supported by City funds, private developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Public Agencies: A public agency which is using City funds for the design or construction of a project being built as a public work pursuant to NRS 338 is exempt from this Policy and therefore is not required to submit an employment plan. Instead, such public agency shall adhere to NRS 338 and any state and local law governing public works projects.

Threshold: All projects receiving economic development assistance from the City valued over $100,000 must submit an employment plan and will be subject to reporting requirements.

RESIDENT PARTICIPATION REQUIREMENT

For new construction jobs and build-to-suit permanent employment jobs resulting from a private economic development project, the private developer is required to give preference to residents living within the City of Las Vegas boundaries.

- **30% of all new jobs created as a direct result of the project are required to be filled by bona-fide residents of the City of Las Vegas — REQUIRED**

Verification of residence may be provided by the employee in the form of a drivers' license or by legal address as evidenced by their IRS tax forms. Participation shall be inclusive of subcontractors, sub-tier subcontractors, vendors and suppliers. **Reporting and demonstration of efforts is required.**

RESIDENT PREFERENCE INCENTIVE

Projects receiving City economic development assistance call for specific resident participation requirements which will make the project eligible for an incentive. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if the resident participation requirement is achieved. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The City's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. The negotiated incentive will vary depending on the type of project being developed. For example, for those projects where non-cash incentives are being provided (i.e. the sale of land below fair market value), the City may require a cash deposit of 10% to be provided by the developer and the deposit will be returned based on successful achievement of participation goals.

Reporting and demonstration of efforts is required. Prior to the start of construction, failure to adhere to all required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

MINORITY PARTICIPATION GOAL

The minority participation goal is designed to ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City contracts involving economic development projects.

- **15% participation of "M/W/D/VBEs" — ASPIRATIONAL GOAL**

The minority participation represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBEs. Participation shall be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers. **Reporting and demonstration of efforts is required.**

An M/W/D/VBE may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-

contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If the minority participation goals are not met, information documenting specific actions taken must be submitted prior to the contract award in order to receive credit towards compliance.

PROGRAM ELEMENTS: PRIVATE DEVELOPER

Developers shall submit an employment plan for the construction phase of a project. The developer shall adhere to the employment plan only during the construction phase of the development.

Initial Submittals: The developer shall provide the City with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The City recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

Contracting Decisions and Waiver: The developer has the right to make the final decision on contracting, but the City will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified City residents or M/W/D/VBEs to meet the contracting requirements and goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the City.

Structuring the Bid by Size and Type of Work: Meeting the participation requirements and goals requires a developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by residents and M/W/D/VBEs. Staff members of the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

Input from M/W/D/VBE Contractors: After having designed the project from the beginning with a view toward making resident and M/W/D/VBE participation easier, the developer should seek input on the bid from local qualified contractors and subcontractors, including M/W/D/VBEs. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

Dissemination to M/W/D/VBE Contractors: Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBEs using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's

Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the City.

Other Techniques and Procedures: In addition to providing direct notice of bid letting to residents and M/W/D/VBEs the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation. The City makes no guarantee that an employment plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the City.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBEs.
- Must ensure access by M/W/D/VBEs to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBEs about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBEs.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a twelve (12) month post-construction phase of the economic development project.

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the economic development project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the economic development project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

Initial Submittals: The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the economic development project will have on opportunities for employment within the project area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ residents and persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

Project Impact: The build-to-suit owner must supply the following information to the City: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the economic development project and a description of skills required for filling the positions.

Policy Requirements: The City shall have the authority to modify the requirements and goals of this section after a showing of just cause through a process of appeal. This includes the refilling of those jobs for the duration of the employment plan.

Project Description: The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ City residents and aspire to employ persons who are: Economically Disadvantaged, Members of Racial Minorities, Woman, Disabled and Veterans.

Referral Agencies: The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees may be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 lvacc.org	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 naacplv.org	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	**Latin Chamber of Commerce** 300 N. 13th St. Las Vegas, NV 89101 (702) 385-7367 lvlcc.com	**Nevada Minority Business Enterprise Center (NMBEC)** 626 S. 9th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nv_mbec.html	**Women's Chamber of Commerce** 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive	**National Association of Women Business Owners (NAWBO)**	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111	**Women's Development Center** 4020 Pecos McLeod

Las Vegas, NV 89106 (702) 367-4348 lasvegasfit.com	PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 nawbosnv.org	Las Vegas, NV 89106 (702) 636-3070 veterans.nv.gov	Las Vegas, NV 89121 (702) 796-7770 wdclv.org

Training: Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the business employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

Procedural Guidelines for Outreach/Hiring: The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.
- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any remaining positions after so notifying the referral agency in writing.
- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The City shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the resident and minority participation goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

REPORTING REQUIREMENTS

When the Agreement for the economic development project is executed, the developer/build-to-suit lessee will be required to submit an employment plan in accordance with the City's Economic Development Projects Resolution and Employment Plan Policy. The submittal of the reporting templates is a demonstration of a good faith effort. **Failure to report is grounds for denial of the resident preference incentive.**

A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, a standard City reporting template has been developed, a copy of which is found in Section 3 of the Policy. All exhibits must be complete and copies of correspondence and advertisements must to be attached to the report. The templates may be modified at any time by the City to ensure uniform and accurate reporting.

The City shall use this information for the sole purpose of determining compliance of the developer or build-to-suit owner/lessee with the submitted employment plan. Furthermore, affected employees shall be notified this information will be reported to the City. This information shall not be submitted to any other person or organization, for any other purpose.

APPEALS

If after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the resident participation requirements and minority participation goals.
- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

- Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the resident participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Community Services Chief.
- The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the City Council.
- Final decisions regarding ability to meet the Policy requirements in the agreement shall be determined by the City Council.

Exhibit C

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:	Barrister Global Services Network, Incorporated
Address:	42548 Happywoods Drive Hammond, LA 70403 Attn: John Bowers
Telephone:	
EIN or DUNS:	

▪ Block

Block 2	**Description**
Subject Matter of Contract/Agreement:	
Office Lease Agreement at Development Services Center	
RFP #: N/A	

Block 3	**Type of Business**				
Individual	Partnership	Limited Liability Company	**X**	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.	See Attached Shareholder Information		
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

6/9/2011
Date

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

_____
Notary Public

Stephen C. Aertker, Jr.
LA Bar No. 24929
Commissioned for Life

BARRISTER
GLOBAL SERVICES NETWORK™

P. O. Box 1979
Hammond, Louisiana 70404
985-365-0400 – Telephone
985-365-0802 – Fax
www.barrister.com

LEGAL CORPORATE STRUCTURE

Barrister Global Services Network, Inc. is a "C" corporation.

Per the Company's Certificate of Incorporation, it has the authority to issue 104,000 shares of stock. Of these shares, 100,000 are designated as Common Stock and 4,000 are designated as Preferred Stock. Currently there are 47,740 shares of Common Stock outstanding and no shares of Preferred Stock outstanding. Debra D. Bowers is the owner of 24,406 shares of Common Stock which represents 51.12% of the shares outstanding. Since there is no Preferred Stock outstanding, Debra is also the owner of 51.12% of the total shares outstanding of all classes of stock. By-Laws give control of voting in accordance with shares, thereby giving Debra Bowers control of the voting rights for the company.

The next largest shareholder is Henry Semmelhack, the founder of Barrister. Mr. Semmelhack owns approximately 5.98 of the stock. The next largest individual shareholder is James Morgan, a former principle in Barrister, who owns 3.88%. There are two other individuals who own more than 1% of stock. The remaining individual shareholders own less than 1% of stock. Approximately 27.66% of the shares are held in "street name" which represents 13,206 shares of stock.

Today Barrister operates in accordance with our By Laws with a Board of Directors comprised of Debra Bowers, John Bowers, Henry Semmelhack and James Morgan. Board meetings are held twice a year, and the Board acts in an advisory capacity and review financial results. By-Laws give control of voting in accordance with shares, thereby giving Debra Bowers control of the voting rights for the company. The Board is elected by vote of shareholders giving Debra Bowers control of election of Board Members.

BARRISTER
GLOBAL SERVICES NETWORK℠

P. O. Box 1979
Hammond, Louisiana 70404
985-365-0400 – Telephone
985-365-0802 – Fax
www.barrister.com

SHAREHOLDER INFORMATION

Bowers	Debra D.	24,406	51.12%
Semmelhack	Henry P.	2,854	5.98%
Ameritrade Clearing		2,050	4.30%
Morgan	James D.	1,851	3.88%
National Financial Services, LLC		1,761	3.69%
McPherson	Richard E.	1,721	3.61%
Charles Schwab & Co., Inc.		1,447	3.03%
Jones	Thomas & Katerina	905	1.90%
Scottrade Inc.		830	1.74%
E*Trade Securities LLC		827	1.73%
RBC Dain Rauscher Incorporated		676	1.42%
Legg Mason Wood Walker, Inc.		486	1.02%

Plus 135 other individuals and/or entities who hold less than 1% interest.

CORPORATE GUARANTEE OF OFFICE LEASE AGREEMENT

THIS CORPORATE GUARANTEE OF OFFICE LEASE AGREEMENT ("Corporate Guarantee") is entered into this _____ day of _____, 2011 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord") and Barrister Global Services Network, Incorporated, a Delaware corporation authorized to do business in the State of Nevada.

RECITALS

WHEREAS, Landlord and Tenant entered into an Office Lease Agreement ("Lease"), attached hereto as Exhibit A and incorporated herein by this reference, for office space (the "Premises") in the Building commonly known as the City of Las Vegas Development Services Center.

WHEREAS, Landlord is offering an Economic Development Incentive that reduces the Primary Term Rent to One Dollar ($1.00) per year during the Primary Term, as defined in the Lease, to induce Tenant/Guarantor to enter into the Lease; and

WHEREAS, if within twelve (12) moths after the end of the Primary Term or any Option Term, as defined in the Lease, Tenant/Guarantor relocates its facility anywhere outside the Las Vegas City limits and within the State of Nevada, Tenant/Guarantor agreed to pay the Landlord the Primary Term Rent for the Primary Term within thirty (30) calendar days after Tenant/Guarantor vacates the Premises. The total payment for Primary Term Rent shall be One Hundred Sixty-Seven Thousand, One Hundred Sixty Dollars and no cents ($167,160.00); and

WHEREAS, Tenant/Guarantor has agreed to procure and deliver this Corporate Guarantee of Tenant's obligation to pay the City pursuant to the terms of the Lease; and

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other valuable consideration the receipt of sufficiency of which Landlord and Tenant/Guarantor hereby acknowledges:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference and made a part of this Corporate Guarantee.

2. Tenant/Guarantor, and on behalf of Tenant/Guarantor heirs, distributees, executors, administrators, successors and assigns, does hereby covenant and agree that:

A. If at the end of the Primary Term or any Option Term, Tenant/Guarantor relocates its facility anywhere outside the Las Vegas City limits and within the State of Nevada within twelve (12) months, Tenant/Guarantor agrees to pay the Landlord the Primary Term Rent within thirty (30) calendar days after Tenant/Guarantor vacates the Premises.

B. Tenant/Guarantor may, at Landlord's option, be named in any action or proceeding commenced by Landlord against Tenant/Guarantor in connection with, and based upon, the failure of Tenant/Guarantor to perform.

C. This Guarantee shall remain and continue in full force and effect as to any extension, modification, assignment or amendment of the Lease.

D. The validity of this Guarantee, and the obligations of the Tenant/Guarantor hereunder, shall in no event be terminated, affected or impaired by reason of (i) any action which Landlord may take or fail to take against Tenant/Guarantor; or (ii) any waiver, or failure to enforce, any of the rights or remedies reserved to Landlord in the Lease or (iii) any partial or total release, for any cause, of Tenant/Guarantor in respect to any of its obligations guaranteed hereby; (iv) the bankruptcy, insolvency, reorganization or liquidation of Tenant/Guarantor; or (v) the disaffirmance or rejection of the Lease by a trustee or receiver in the event of the bankruptcy, insolvency, reorganization or liquidation of Tenant/Guarantor; or (vi) an assignment of the Lease or a subletting of the premises demised under the Lease pursuant to any provision of the Lease.

E. This is an irrevocable and unconditional guarantee of payment and performance and not of collection and the obligations hereunder are independent obligations of Tenant/Guarantor under the Lease.

3. This Guarantee cannot be changed or terminated orally, and shall be governed and construed in accordance with the laws of the State of Nevada. Guarantor expressly submits and consents to the jurisdiction of the state and federal courts located in the state of Nevada, County of Clark, with respect to any claim or demand upon Guarantor based upon this Guarantee or any amendment or supplement hereto.

4. No delay on the part of Landlord in exercising any of its options, power of rights, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modifications or amendment of this Guarantee, shall be deemed to be made by Landlord unless the same shall be in writing, duly signed on behalf of Landlord and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Landlord or the obligations of Guarantor to Landlord in any other respect at any other time. The rights, remedies and benefits of Landlord under this Guarantee are cumulative and not exclusive of any other rights, remedies or benefits which Landlord may have.

5. This Guarantee is binding upon Tenant/Guarantor, his heirs, distributees, executors, administrators, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns.

6. All notices, consents and other communications under this Guarantee shall be in writing and shall be deemed given hereunder when sent by U.S. Registered or Certified Mail, Return Receipt Requested or by Federal Express or other reputable overnight carrier, for next business day delivery, to the parties at the following addresses, or at any other address as any party may from time to time specify by notice of the other:

Landlord:

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

Robin Yoakum, Facility Manager
Real Estate Administrator
Department of Operations & Maintenance
333 N. Rancho Drive, 8th Floor
Las Vegas, NV 89106

Tenant &:
Guarantor

Barrister Global Services Network, Inc.
42548 Happywoods Drive
Hammond, LA 70403

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands on the date or dates set forth below.

CITY OF LAS VEGAS
"Landlord"

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/15/11
Date

John S. Ridilla
Deputy City Attorney

BARRISTER GLOBAL SERVICES NETWORK, INC.
"Tenant" & "Guarantor"

By: _____

Name: John S. Bowers, III

Title: Board Member

EXHIBIT A

Office Lease Agreement

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease") is entered into this _____ day of _____, 2011 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord") and Barrister Global Services Network, Incorporated, a Delaware corporation ("Tenant"). Landlord and Tenant are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

Landlord warrants and represents that it owns that certain parcel of land known as Assessor's Parcel Number 139-29-801-006 ("Parcel") and the office building located on that parcel commonly referred to as City of Las Vegas Development Services Center ("Building"); and

Landlord wishes to lease to Tenant, and Tenant wishes to lease from Landlord, a portion of the Building as described more particularly herein under the terms and conditions of this Lease;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

AGREEMENT

1. PREMISES / OPTION PREMISES

1.1 Premises. In consideration of the rents, covenants and agreements contained herein, the Landlord leases to Tenant, and Tenant leases from Landlord the Premises consisting of 3,980 square feet of floor space on a portion of the fourth (4th) floor of the Building, as depicted on Exhibit A, attached hereto and incorporated herein by this reference.

1.2 Option Premises. If Tenant meets its employment goals as outlined below, and is in good standing with all additional terms and conditions of this Lease, Tenant shall have the option to lease the Option Premises, consisting of 4,278 square feet of floor space on a portion of the fourth (4th) floor of the Building, as depicted on Exhibit A, at any time during the Primary Term or any Option Term, both as defined in Section 2.

A. Landlord reserves the right to lease the Option Premises to a third party any time prior to receiving Tenant's ninety (90) day written notice of intent to lease the Option Premises.

Any reference to "Premises" in this Lease shall refer to (1) the Premises or (2) the Premises and the Options Premises if both spaces are occupied by Tenant.

2. TERM

2.1 Primary Term. The Commencement Date of the Primary Term shall be whichever of the following date shall last occur (a) the date first written above; or (b) the date on which the Las Vegas City Council approves this Lease. The Primary Term shall be twenty-four (24) months.

2.2 Option Term. Tenant shall have the option to remain in the Premises for an additional twenty-four (24) months after the end of the Primary Term by providing a minimum of ninety (90) days written notice to the Landlord.

2.3 Certificate. Upon delivery of the Premises to Tenant, Landlord and Tenant shall thereafter execute a certificate indicating the actual Commencement Date and the Expiration Date of this Lease.

3. RENT

3.1 Primary Term. Tenant agrees to pay to the Landlord, without prior demand therefore and without any deduction or off-set whatsoever, Primary Term Rent equal to $1.75 per square foot monthly, ($21.00 per square foot annually), based on Appraisal Report #11-077 dated March 25, 2011.

3.2 Option Term. Tenant agrees to pay to the Landlord, without prior demand therefore and without any deduction or off-set whatsoever, Option Term Rent equal to One Dollar and Twenty cents ($1.20) per square foot per month ($14.40 per square foot annually).

4. ECONOMIC DEVELOPMENT INCENTIVE / EMPLOYMENT PLAN / JOB TRAINING

4.1 Economic Development Incentive. Rent shall be reduced as an Economic Development Incentive to One Dollar and No Cents ($1.00) (the "Economic Incentive Rent") per year, for the Primary Term; subject to the terms and conditions herein. The intent of this Economic Development Incentive is to provide low-cost office space in order to incubate and relocate Tenant's corporate headquarters operations of 200+ employees within the City of Las Vegas.

A. If within twelve (12) months of the end of the Primary Term, Tenant relocates its facility anywhere outside the limits of the City of Las Vegas, but within the State of Nevada, Tenant shall pay Landlord the full Primary Term Rent of One Hundred Sixty-Seven Thousand, One Hundred Sixty Dollars and no cents ($167,160.00) less any EDI Deposit, as defined below, and prepaid rental payments within thirty (30) calendar days after Tenant vacates the Premises.

B. If at the end of the Primary Term, Tenant continues to operate its Technical Support Help Desk within the Las Vegas City limits for an additional twelve (12) month period with a minimum of twenty (20) full-time employees, Tenant shall not be required to repay Landlord the unpaid Primary Term Rent for the Primary Term and the EDI Deposit shall be refunded and paid by the Landlord City within thirty (30) calendar days.

C. If at the end of the Primary Term, Tenant relocates outside the City of Las Vegas limits and outside the State of Nevada for any reason, Tenant shall not be required to repay Landlord the unpaid Primary Term Rent and the EDI Deposit shall be refunded and paid by Landlord within thirty (30) calendar days. For clarity, Tenant is free to locate to any other State, other than Nevada, and not be subject to any charges for the space provided other than those outlined in this Lease.

D. Pursuant to the requirements of the Nevada Revised Statutes ("NRS") 268.063, Landlord will hold a public hearing on the matter of the fair market rental value of the Premises and will adopt a resolution finding that it is in the best interests of the public to lease the Premises for economic development at less than fair market rental value of the Premises. Tenant shall provide Landlord with any necessary information to document this determination.

4.2 Economic Development Incentive Deposit

Tenant shall pay to Landlord an amount equal to Sixteen Thousand Seven Hundred Sixteen Dollars and No Cents ($16,716.00) as an Economic Development Incentive Deposit (the "EDI Deposit"). The EDI Deposit represents ten percent (10 %) of the Primary Term Rent if not reduced as an Economic Development Incentive. The EDI Deposit shall be paid prior to possession and not later than five (5) days after the Commencement Date of this Lease and shall be retained by Landlord until the end of the Primary Term or any Option Term. At the end of the Primary Term or any Option Term, the EDI Deposit shall be retained by Landlord or returned to Tenant, without interest, as detailed in this Lease.

4.3 Employment Plan Policy

Pursuant to the City of Las Vegas Economic Development Projects "*Employment Plan Policy*," attached herein as Exhibit B and incorporated herein by this reference, Barrister shall comply with the Resident Participation Requirement that thirty percent (30 %) of all new jobs created as a direct result of this Lease shall be filled by bona-fide residents of the City of Las Vegas. This requirement is mandatory and subject to reporting and demonstration of efforts to achieve the goal. Because this is not a construction project, this Lease is exempt from the Minority Participation Goals of the *Employment Plan Policy*.

Failure of Tenant to comply with the Resident Participation Requirement of the *Employment Plan Policy*, as determined by the Landlord's Economic and Urban Development Department, shall result in the forfeiture of the EDI Deposit to the Landlord.

4.4 Job Training

Landlord's Economic and Urban Development Department agrees to reasonably assist Tenant in its efforts to apply for available job training grant funds. Landlord, either individually or acting through its Economic and Urban Development Department, make no warranties or representations regarding the ability to secure any job training fund. Performance of the obligations in this Lease by either Landlord or Tenant are wholly independent of the ability of either Landlord or Tenant to secure job training grant funds.

5. OPERATING EXPENSES

5.1 Appraisal Report #11-077 dated March 25, 2011 established Tenant's Operating Expense of One Dollar and Fourteen cents ($1.14) per square foot monthly based on the building's load factor of fourteen percent (14 %). Landlord will cap Tenant's Operating Expense at Forty-One Cents ($0.41) per square foot per month, not to exceed One Thousand Six Hundred and Fifty Dollars and No Cents ($1,650.00) per month for the Premises. Tenant's Operating Expenses include heating and cooling, electric, water, sewer, common area maintenance, including janitorial services and parking. The Tenant's Operating Expense shall remain constant for the Primary or any Option Term.

5.2 Tenant shall pay prior to delinquency any leasehold or real property taxes assessed on the Premises. Upon assessment of any leasehold or real property taxes, Tenant shall promptly pay said taxes. During the Primary Term for the Premises, after payment by Tenant, Tenant shall promptly submit proof of payment to the Landlord, and Landlord will reimburse Tenant for said taxes within 30 days of receipt of proof of payment. Landlord's reimbursement of said taxes shall be limited to taxes as assessed. Landlord will not

reimburse Tenant for late payment fees or other additional charges or assessments due to Tenant's failure to promptly pay said taxes. Landlord shall not reimburse Tenant for said taxes after the end of the Primary Term.

Tenant shall pay prior to delinquency any taxes assessed against and levied upon trade fixtures, furnishings, equipment and the personal property of Tenant in connection with the use of the Premises

Tenant agrees to pay, and to indemnify Landlord related to any taxes assessed by the taxing authority.

6. TENANT'S USE OF THE PREMISES

6.1 Tenant's Use. Tenant shall use the Premises for the purpose of conducting its business, which is a for-profit customer service operations center that will employ twenty (20) new technical jobs for Tenant's Technical Support Help Desk from its current location in Hammond, Louisiana. Tenant shall use the Premises solely for the purpose of conducting its business, which is to provide customer support services and shall not use or permit the Premises to be used for any other purpose or purposes without prior written consent of the Landlord, which consent may be withheld at Landlord's sole and absolute discretion.

6.2 Continuous Use. Tenant covenants to operate its business at the Premises continuously during the entire term of this Lease. Tenant shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. Tenant shall conduct its business on the Premises during the regular customary days and hours of such type of business, and may conduct such business on any other days or times it deems appropriate.

6.3 Hazardous Waste. Tenant shall not cause or permit any hazardous waste or substances to be used, stored, generated or deposited of, on, or in the Premises by Tenant, its agents employees, contractors or invitees without Landlord explicit written consent, which consent may be withheld at Landlord's sole and absolute discretion.

7. CONDITION OF THE PREMISES

7.1 Condition. Tenant accepts the Premises in an "as is" condition. Tenant specifically acknowledges that Landlord has made no representations or warranties regarding the condition of the Premises or the suitability for Tenant's operations except as specifically set forth in this Lease.

7.2 Landlord Improvements. Prior to the Commencement Date, Landlord agrees to construct a temporary wall closure to separate the Premises and Option Premises. The wall shall terminate at the existing lay-in ceiling and will be textured and painted to match the adjacent wall finish and base. Landlord's Construction is estimated not to exceed Five Hundred Dollars ($500.00) with the actual cost of construction to be paid by the Tenant prior to the Commencement Date.

7.3 Utilities. Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Building unless caused by the Landlord's negligent acts or willful misconduct. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant requires additional utility facilities; the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by the Landlord.

8. MAINTENANCE, IMPROVEMENTS AND REPAIRS

8.1 Tenant's Obligations. Tenant is responsible for maintaining the Premises in good order, condition and repair. Tenant shall not make or cause to be made any alterations, additions or improvements or make any changes to the Premises, without first obtaining the Landlord's written approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Landlord's approval of Tenant's reasonable changes shall not be unreasonably withheld, delayed or conditioned. In the event the Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Building. Tenant shall be responsible for any damage to the Building caused by the negligence or willful misconduct of Tenant, their officers, employees, agents and contractors.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

8.2 Landlord's Obligations. Landlord acknowledges that Landlord is responsible to keep in good order, condition and repair all elements of the common areas of the Building. In addition, Landlord is responsible for providing heating, cooling, plumbing, fire suppression and electrical services to the Premises.

Landlord reserves the right at any time to make changes, alterations or additions to the Building and licensing of additional commercial office space, in or on the Building. Landlord may, but is not obligated, to provide notice of any changes, alterations or additions, to the Tenant thirty (30) days prior to any such changes, alternations or additions. Landlord will notify tenant of any changes, alterations or additions to the Building that materially impact the Tenant's use of the Premises and Landlord will use commercially reasonable efforts to avoid impacting the Tenant's operations.

8.3 Signage. Tenant may install directional and suite signage on the Premises and in the Building, to match the existing signing in the Building. Signage shall be professionally fabricated and installed at the sole cost of Tenant. Drawings detailing sign(s) and placements of sign(s) shall be submitted by Tenant to Landlord for approval prior to fabrication and installation of any signage. Tenant further agrees to maintain such signing, decoration, lettering, advertising material or other things as may be approved in good condition and repair at all times. Landlord may, at Tenant's cost, remove any item installed or erected in violation of this Section.

9. ACCESS TO PREMISES.

Landlord shall have the right to place, maintain and repair all utility equipment and Building components of any kind in, upon or under the Premises as may be necessary for the servicing and improving of the Premises and other portions of the Building. Landlord shall also have the right to enter the Premises at all

reasonable times upon twenty-four (24) hours prior notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations or improvements to the Premises or Building as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefore without the same constituting an actual or constructive eviction of Tenant in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages, provided Landlord shall perform the labor required during non-business hours of the Tenant unless there exists a state of emergency affecting the health and safety of those tenants and persons in other portions of the Building that necessitates immediate corrective action.

10. LAWS, NUISANCE

Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

11. BUILDING COMMON AREAS

All Building common areas, including surface and garage parking, and other facilities in or about the Building shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate any and all building common areas. Landlord hereby grants to Tenant a License to use the surface and garage parking as necessary to conduct its operations on the Premises, to use the building common areas for access to the Premises and to use the common area restrooms. Tenant is not authorized to use the common areas for any other purpose.

12. PARKING

The garage and surface parking areas shall be provided on an unreserved "first-come, first-serve" basis. Landlord reserves the right to assign specific spaces and to reserve spaces for Landlord's use, Building visitors, handicapped persons or other parties. Tenant and tenant's employees, invited guests and visitors shall not park in any such assigned or reserved spaces unless specifically reserved for Tenant's use.

13. ASSIGNMENT

13.1 Assignment Prohibited. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant or sublet the Premises, or any part thereof. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. In the event that Tenant is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

13.2 Consent Required. Any assignment or subletting without the Landlord's prior written consent, which consent may be withheld at Landlord's sole and absolute discretion, shall be void, and shall constitute a default hereunder which, at the option of the Landlord, shall result in the termination of this Lease or exercise of the Landlord's other remedies under law. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

13.3 Landlord's Right in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may re-enter the Premises and take immediate possession thereof.

14. INDEMNITY

14.1 Tenant Indemnity. Tenant shall indemnify the Landlord, its Mayor and Council Members, officers, employees and agents and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its officers, employees, agents, contractors, invitees or visitors.

14.2 Landlord Liability. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures, or other personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

14.3 Notice. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

14.4 Litigation Indemnification. In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees. In case Tenant shall without fault on its part be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

15. INSURANCE

At all times during its occupancy of the Premises, Tenant shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million Dollars and No Cents ($1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00). Tenant shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, Tenant shall submit to Landlord a certificate of insurance which evidences the above required coverage's and names Landlord as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the Landlord and Tenant. The insurance coverage shall be with an insurance carrier which is licensed to do

business within the State of Nevada and which is acceptable to Landlord. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to Landlord.

16. DESTRUCTION OF PREMISES

16.1 Substantial Destruction. If the Premises should be totally destroyed by fire or other casualty, or if the Premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Tenant to Landlord of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

16.2 Partial Destruction. If the Premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, this Lease shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If the Premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its officers, employees, agents, contractors, invitees or visitors or those for whom Tenant is responsible, the rent payable under this Lease during the period for which the Premises are untentantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

17. EVENTS OF DEFAULT / REMEDIES

17.1 Defaults by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant. Any default or breach of this Lease by Tenant during the Primary Term or any Option Term shall cause any Economic Development Incentive to terminate and Rent shall be due and payable as if no Economic Development Incentive was ever granted.

A. Tenant falsifies any report required to be furnished to the Landlord; or

B. If Tenant abandons or vacated the Premises; or

C. If Tenant fails to pay any Rent or any other amounts required to be paid by Tenant under this Lease and such failure continues for ten (10) days after such payment is due and payable; or

D. If Tenant fails to promptly and fully perform and other covenant, condition or agreement contained in this Lease and such failure continues for ten (10) days after written notice form Landlord to Tenant; or

E. If a writ of attachment or execution is levied on this Lease or on any of Tenant's property; or

F. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or a judgment with its creditors; or

G. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45 days thereafter; or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstated or unterminated for a period of forty-five (45) days; or

H. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's property; or

I. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs E through H above.

17.2 Remedies. In the event of Tenant's default, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall, at its option, without further notice or demand, have the following rights and remedies:

A. Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

B. Landlord may continue lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations; or

C. Landlord shall have the right to re-enter the Premises under the provisions of subparagraph B, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs B or C above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due from Tenant to Landlord; second, to the payment of any costs of such relating; third, to the payment of the cost of any alternations or repairs to the Premises; fourth, to the payment of Rent due and unpaid; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting, which is applied against Rent, is less than the amount of Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by

Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by Rent received from reletting.

17.3 Landlord Recovery. Should Landlord elect to terminate this Lease under the provisions of this Section 17, Landlord may recover, as damages from Tenant, the following:

A. Past Rent. The worth at the time of the award of any unpaid Rent which has been earned at the time of termination; plus

B. Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

C. Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus

D. Proximately Caused Damages. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs A and B above, is to be computed by allowing interest at the rate of ten percent (10%) per annum.

"The worth at the time of the award" as used in subparagraph C above, is to be computed by discounting the amount of the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

18. ATTORNMENT

In the event of the sale or assignment of the Landlord's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as the Landlord under this Agreement.

19. QUIET ENJOYMENT

Tenant, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term of this Lease.

20. SURRENDER OF PREMISES

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Agreement, the same shall be deemed abandoned and shall become the property of Landlord.

21. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

22. CHOICE OF LAW / VENUE / ATTORNEY FEES.

Any litigation related to this Lease 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. In the event that at any time during the Lease Term either party institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

23. MISCELLANEOUS PROVISIONS

23.1 No Partnership. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

23.2 Tenant shall be solely responsible for obtaining all necessary permits and licenses to conduct business in the Premises.

23.3 Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

23.4 No Waiver. Waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by Landlord.

23.5 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, return receipt requested. Either party may designate such other address as shall be given by written notice.

To City:	City of Las Vegas Economic and Urban Development Department 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101 Attn: Bill Arent, Director
With a Copy to:	City of Las Vegas Department of Operations & Maintenance 333 N. Rancho Drive, 8th Floor Las Vegas, Nevada 89106 Attn: Robin Yoakum, Facility Manager
To Barrister:	Barrister Global Services Network, Inc. 42548 Happywoods Drive Hammond, LA 70403 Attn: John Bowers

23.6 Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Clark County Recorder.

23.7 Partial Invalidity. If any provision of this Lease the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23.8 Broker's Commissions. Tenant represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party and hereby agrees to indemnify and hold the Landlord harmless from any claim or demand made from one asserting such a claim.

23.9 Entire Agreement/Miscellaneous. This Lease and Exhibits attached hereto set forth the entire agreement between the Parties. All Exhibits mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a Lease only upon execution and delivery thereof by the Landlord to Tenant. The captions and Section and Subsection designations appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

24. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Barrister warrants that is has disclosed on the form attached as Exhibit "C", all principals and

partners of Barrister, as well as all persons and entities holding more than a one percent (1%) interest in Barrister, or any principal of the Barrister. Throughout the term hereof, the Barrister, shall notify the City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

25. AUTHORITY OF SIGNATORIES

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

26. COUNTERPARTS/ELECTRONIC DELIVERY

This Lease 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.

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27. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this Lease is valid unless in writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date and year 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: _____
Deputy City Attorney Date

BARRISTER GLOBAL SERVICES NETWORK, INC.

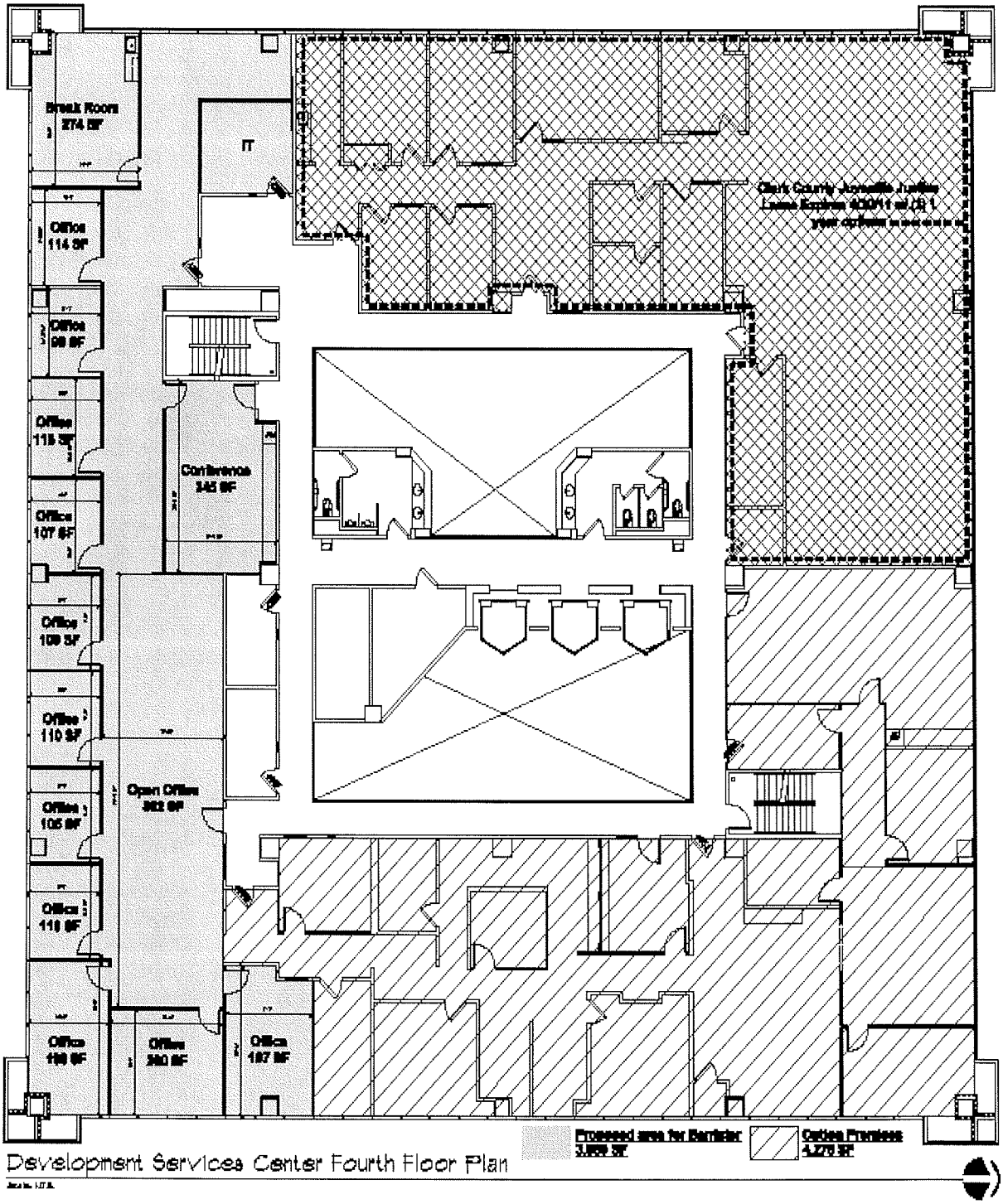
By: _____

Name: _____

Title: _____

EXHIBIT A

Premises and Option Premise Floor Plan



Development Services Center Fourth Floor Plan

Exhibit B

City of Las Vegas Economic Development Project

EMPLOYMENT PLAN POLICY

City of Las Vegas

Economic Development Projects

EMPLOYMENT PLAN POLICY

Adopted

April 6, 2011

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SECTION 1: TERM DESCRIPTIONS

"***Build-to-suit Developer***" means any private developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

"***Build-to-suit Owner/Lessee***" means the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

"***City of Las Vegas Resident***" means an individual whose primary place of residence is within the City of Las Vegas boundaries.

"***Developer of Speculative Space***" means any private developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant.

"***Disabled***" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"***Disposition and Development Agreement (DDA)***" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the City, where a specific type of project is developed.

"***Economically Disadvantaged***" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"***Members of Racial Minorities***" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native-Hawaiian or other Pacific Islander.

"***Owner Participation Agreement (OPA)***" means any agreements where the City is participating with a landowner for the development of a site by providing some form of financial concession.

"***Participation Agreement (PSA)***" means any agreements where the City is involved in the acquisition or sale of real property.

"***Private Developer***" means any person or entity that is proposing to construct a project and will receive financial assistance from the City and includes developers of either speculative or build-to-suit projects.

"***Veteran***" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

SECTION 2: CITY OF LAS VEGAS

ECONOMIC DEVELOPMENT PROJECTS EMPLOYMENT PLAN POLICY

POLICY

This employment plan policy is prepared in accordance with the City of Las Vegas Economic Development Projects Resolution dated April 6, 2011, which adopted this City of Las Vegas Economic Development Projects Employment Plan Policy (hereinafter referred to as "Policy"). This Policy only applies to recipients of economic development assistance from the City of Las Vegas (hereinafter referred to as "City") for projects which are in furtherance of economic development in the City. In accordance with the Policy, developers and build-to-suit owners which receive economic development project funds or other forms of assistance from the City are required to hire local residents who live within the city of Las Vegas boundaries and encouraged to hire economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private economic development project funded by the City of Las Vegas. The ultimate result of this Policy is to ensure that the persons identified in the resolution have the opportunity to benefit from economic development projects as fully as the community at large.

APPLICABILITY

Related Agreements: The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or the Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the City.

Entire Project: Even though portions of a project may not be supported by City funds, private developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Public Agencies: A public agency which is using City funds for the design or construction of a project being built as a public work pursuant to NRS 338 is exempt from this Policy and therefore is not required to submit an employment plan. Instead, such public agency shall adhere to NRS 338 and any state and local law governing public works projects.

Threshold: All projects receiving economic development assistance from the City valued over $100,000 must submit an employment plan and will be subject to reporting requirements.

RESIDENT PARTICIPATION REQUIREMENT

For new construction jobs and build-to-suit permanent employment jobs resulting from a private economic development project, the private developer is required to give preference to residents living within the City of Las Vegas boundaries.

- **30% of all new jobs created as a direct result of the project are required to be filled by bona-fide residents of the City of Las Vegas — REQUIRED**

Verification of residence may be provided by the employee in the form of a drivers' license or by legal address as evidenced by their IRS tax forms. Participation shall be inclusive of subcontractors, sub-tier subcontractors, vendors and suppliers. **Reporting and demonstration of efforts is required.**

RESIDENT PREFERENCE INCENTIVE

Projects receiving City economic development assistance call for specific resident participation requirements which will make the project eligible for an incentive. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if the resident participation requirement is achieved. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The City's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. The negotiated incentive will vary depending on the type of project being developed. For example, for those projects where non-cash incentives are being provided (i.e. the sale of land below fair market value), the City may require a cash deposit of 10% to be provided by the developer and the deposit will be returned based on successful achievement of participation goals.

Reporting and demonstration of efforts is required. Prior to the start of construction, failure to adhere to all required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

MINORITY PARTICIPATION GOAL

The minority participation goal is designed to ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City contracts involving economic development projects.

- **15% participation of "M/W/D/VBEs" — ASPIRATIONAL GOAL**

The minority participation represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBEs. Participation shall be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers. **Reporting and demonstration of efforts is required.**

An M/W/D/VBE may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-

contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If the minority participation goals are not met, information documenting specific actions taken must be submitted prior to the contract award in order to receive credit towards compliance.

PROGRAM ELEMENTS: PRIVATE DEVELOPER

Developers shall submit an employment plan for the construction phase of a project. The developer shall adhere to the employment plan only during the construction phase of the development.

Initial Submittals: The developer shall provide the City with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The City recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

Contracting Decisions and Waiver: The developer has the right to make the final decision on contracting, but the City will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified City residents or M/W/D/VBEs to meet the contracting requirements and goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the City.

Structuring the Bid by Size and Type of Work: Meeting the participation requirements and goals requires a developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by residents and M/W/D/VBEs. Staff members of the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

Input from M/W/D/VBE Contractors: After having designed the project from the beginning with a view toward making resident and M/W/D/VBE participation easier, the developer should seek input on the bid from local qualified contractors and subcontractors, including M/W/D/VBEs. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

Dissemination to M/W/D/VBE Contractors: Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBEs using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's

Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the City.

Other Techniques and Procedures: In addition to providing direct notice of bid letting to residents and M/W/D/VBEs the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation. The City makes no guarantee that an employment plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the City.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBEs.
- Must ensure access by M/W/D/VBEs to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBEs about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBEs.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a twelve (12) month post-construction phase of the economic development project.

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the economic development project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the economic development project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

Initial Submittals: The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the economic development project will have on opportunities for employment within the project area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ residents and persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

Project Impact: The build-to-suit owner must supply the following information to the City: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the economic development project and a description of skills required for filling the positions.

Policy Requirements: The City shall have the authority to modify the requirements and goals of this section after a showing of just cause through a process of appeal. This includes the refilling of those jobs for the duration of the employment plan.

Project Description: The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ City residents and aspire to employ persons who are: Economically Disadvantaged, Members of Racial Minorities, Woman, Disabled and Veterans.

Referral Agencies: The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees may be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 lvacc.org	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 naacplv.org	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	**Latin Chamber of Commerce** 300 N. 13th St. Las Vegas, NV 89101 (702) 385-7367 lvlcc.com	**Nevada Minority Business Enterprise Center (NMBEC)** 626 S. 9th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nv_mbec.html	**Women's Chamber of Commerce** 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive	**National Association of Women Business Owners (NAWBO)**	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111	**Women's Development Center** 4020 Pecos McLeod

Las Vegas, NV 89106 (702) 367-4348 lasvegasfit.com	PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 nawbosnv.org	Las Vegas, NV 89106 (702) 636-3070 veterans.nv.gov	Las Vegas, NV 89121 (702) 796-7770 wdclv.org

Training: Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the business employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

Procedural Guidelines for Outreach/Hiring: The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.
- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any remaining positions after so notifying the referral agency in writing.
- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The City shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the resident and minority participation goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

REPORTING REQUIREMENTS

When the Agreement for the economic development project is executed, the developer/build-to-suit lessee will be required to submit an employment plan in accordance with the City's Economic Development Projects Resolution and Employment Plan Policy. The submittal of the reporting templates is a demonstration of a good faith effort. **Failure to report is grounds for denial of the resident preference incentive.**

A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, a standard City reporting template has been developed, a copy of which is found in Section 3 of the Policy. All exhibits must be complete and copies of correspondence and advertisements must to be attached to the report. The templates may be modified at any time by the City to ensure uniform and accurate reporting.

The City shall use this information for the sole purpose of determining compliance of the developer or build-to-suit owner/lessee with the submitted employment plan. Furthermore, affected employees shall be notified this information will be reported to the City. This information shall not be submitted to any other person or organization, for any other purpose.

APPEALS

If after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the resident participation requirements and minority participation goals.
- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

- Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the resident participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Community Services Chief.
- The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the City Council.
- Final decisions regarding ability to meet the Policy requirements in the agreement shall be determined by the City Council.

Exhibit C

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:	Barrister Global Services Network, Incorporated
Address:	42548 Happywoods Drive Hammond, LA 70403 Attn: John Bowers
Telephone:	
EIN or DUNS:	

Block 2	**Description**
Subject Matter of Contract/Agreement:	
Office Lease Agreement at Development Services Center	
RFP #: N/A	

Block 3	**Type of Business**			
Individual	Partnership	Limited Liability Company	**X**	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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____ day of _____, 2011.

_____
Notary Public

Public Purpose/Impact Analysis

Title of Project: Barrister Global Services Network, Inc. - Information Technology Services

Project Description: Lease – Development Services Center

Sponsor/Developer: City of Las Vegas

Assistance Provided by: Economic and Urban Development Department

Number of Direct Jobs Created: 20

Number of Indirect Jobs Created: 3.8

Number of Direct Jobs Induced: 4.8

Pertinent Statutes Used for Public Purpose:

NRS 268.063

How Does the Project Benefit the Public:

New job creation within the city of Las Vegas and the potential of relocating Barrister's Corporate Headquarters Operations from Hammond, LA to the city of Las Vegas.

Quantitative Economic Benefits:

Direct Economic, Indirect Economic, and Induced effect = $2,785,151

Private Investment**:**

Projected annual payroll $475,000

Public Investment:

Primary Term Economic Incentive:
$167,160 (Premises = 3,980 sf x *$1.75 per sf per month x 24 months)
TBD (Option Premises = 4,278 sf x $1.75 per sf per month x (*term*), performance based, subject to terms of agreement).
***based on appraisal report 3-25-11**

Total direct Economic Impact:

$1,654,156

Total Indirect Economic Impact:

$475,613

Economic Impact Study Performed: Yes X No ☐

Return on Investment Analysis Performed: Yes☐ No X

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 5, 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 15, 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**	6 /4 /2008	2/5/2012	Steinman
	Reapp:	**1/21/2009**		
2	**Harry Lee**	12/6 /2006	12/7/2011	Ross
	Reapp:	**12/3/2008**		
3	**Michael R. Aker**	10/4 /2006	12/12/2012	Reese
	Reapp:	**11/15/2006** **12/2/2009**		
4	**Kyle Stephens**	11/7 /2007	1/8/2012	Tarkanian
	Reapp:	**12/17/2008**		
5	**Letia (Lee) M. Heenan**	9 /1 /1974	1/7/2013	Reese
	Reapp:	**12/15/1997** **1/3/2001** **1/7/2004** **12/20/2006** **12/16/2009**		
6	**Craig Ballew**	12/3 /2008	12/3/2011	Brown
	Reapp:			
7	**David Alexander Lopez**	1 /5 /2011	1/6/2014	Reese
	Reapp:	**N/A**		
8	**Stavan R. Corbett**	11/2 /2005	11/2/2011	Brown
	Reapp:	**10/15/2008**		
9	**Malcolm D. White**	11/7 /2001	4/7/2013	Reese
	Reapp:	**4/7/2004** **3/7/2007** **3/17/2010**		
10	**Lisa B. Sherman**	4 /1 /1992	4/1/2013	Reese
	Reapp:	**4/5/1995** **3/23/1998** **3/7/2001** **3/17/2004** **3/7/2007**		
11	**Charles Foger**	11/6 /2002	3/24/2012	Reese
	Reapp:	**2/19/2003** **3/1/2006** **03/04/2009**		
12	**Vacant**			
	Reapp:			

Name	Appointment Date	Expiration Date	Recommended By:
13 Laurie R. Buchman	9 /17/2008	3/24/2012	Reese
	Reapp: 03/04/2009		
14 William McCurdy	12/5 /2001	2/20/2012	Steinman
	Reapp: 1/22/2003 1/18/2006 1/21/2009		
15 William Teel	12/17/2008	12/17/2011	Reese
	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.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
City Council Appointment Listing

CITY COUNCIL APPOINTMENTS

BOARD NAME	APPT(S)	TERM	CURRENT REPRESENTATION	ORIGINAL APPT. DATE	EXPIRATION/NOTES
Chief Local Elected Officials Consortium (Formerly Nevada Business Services [NBS] Job Training Board)	1	Until replaced	Councilman Steven D. Ross	8-19-2009	
CLV Audit Oversight Committee *(These board appointments may not fall during the Election " cycle appointment process for Council members)*	2	2 yrs.	Councilman S. Wolfson	3-21-2007	Exp. 3-21-2013
			Councilwoman L. Tarkanian	1-21-2009	Exp. 1-21-2013 Must fill unexpired term
Clean Water Coalition		Until replaced	Councilman Steven D. Ross	7-15-2009	
		"	Councilwoman L. Tarkanian (Alternate)	3-4-2009	
Criminal Justice Advisory Council (Formerly Regional Jail Commission) (Change to Primary & Alternate on 10/2/96)		Until replaced (1 Primary, 1 Alternate)	Councilman S. Wolfson (Pri)	7-21-2004	
			Councilman Gary Reese (Alt)	9-21-2005	
Debt Management Commission (Formerly General Obligation Bond Comm.)	1	2 yrs.	Councilwoman L. Tarkanian	7-20-2005	Exp. June 2011
Emergency Operations, Mgmt. Comm.	1	Until replaced	Mayor O. Goodman	6-20-2001	
		"	Councilman R. Barlow	7-11-2007	
Las Vegas Convention and	2	Term of Office	Mayor O. Goodman	6-28-1999	Exp. June 2011
and Visitors Authority		"	Councilman G. Reese	1-21-2009	Exp. June 2011
Las Vegas Springs Preserve- Board of Trustees	1	Term of Office	Mayor O. Goodman	8-20-2003	Exp. June 2011
Local Law Enforcement Advisory Committee	1	Until replaced	Councilman S. Wolfson	5-2-2007	
Mayor Pro Tem	1	Until replaced	Councilman G. Reese	11-16-2000	Council elects
Metropolitan Police Committee	2	Until replaced	Councilman G. Reese	7-14-1997	
on Fiscal Affairs		"	Councilman S. Wolfson	1-21-2009	
Nellis Civilian Military Council	2	Until Replaced	Mayor O. Goodman	8-4-2004	
Executive Board		(Mayor and Alt.)	Alt.- Councilman R. Barlow	7-11-2007	
Nevada Development Authority	1	2 yrs.	Mayor O. Goodman	6-28-1999	Exp. June 2011
Nevada League of Cities		Until Replaced	Councilman R. Barlow	1-21-2009	
Oversight Panel for School Facilities	1	2 yrs.	Councilman S. Wolfson	1-7-2009	Exp. 12-31-2011
Regional Flood Control District	2	2 yrs.	Councilwoman L. Tarkanian	5-4-2011	Exp. 6-30-2013
(Members are the same as those appointed to RTC and terms should coincide.)		"	Councilman S. Ross	1-21-2009	Exp. 6-30-2011
Regional Transportation Commission	2	2 yrs.	Councilwoman L. Tarkanian	5-4-2011	Exp. 6-30-2013
(Expiration date set by NRS)		"	Councilman S. Ross	1-21-2009	Exp. 6-30-2011
So. Nev. Enterprise Community Board		3 yrs.	Councilman R. Barlow	10-3-2007	Exp. 10-3-2013
So. Nev. Health District		2 yrs.	Councilman S. Anthony	7-1-2009	Exp. June 2011
(formerly Cl. Co. District Bd. of Health)			Councilman R. Barlow	7-11-2007	Exp. June 2011
(Membership changed to 2 Council Elected Officials per AB380-2005) (By-Laws Sec. 4.1(e) allows for designation of an Alternate)			Councilman S. Ross (Alt)	11-1-2006	Exp. June 2011
So. Nev. Regional Planning Coalition	2	Until replaced	Mayor O. Goodman	6-28-1999	
(Formerly So. Nev. Gov't Efficiency		"	Councilwoman L. Tarkanian	3-21-2007	
Committee)		Alternate -	Councilman S. Wolfson	2-16-2005	
So. Nev. Water Authority	2	Until replaced (1 Member, 1 Alternate)	Councilwoman L. Tarkanian	9-06-2006	
			Councilman Stavros Anthony (Alternate)	7-15-2009	
Yucca Mnt. Nuclear Repository Com.	2	Until replaced	Councilman S. Wolfson	7-21-2004	City Mgr. or designee
		"	Councilwoman L. Tarkanian	3-4-2009	also serves

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 6, 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 authorize 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. This item was held in Abeyance from the June 15, 2011 City Council meeting

RECOMMENDATION:
Subsequent to the referral to Full Council with No Recommendation on 5/17/2011, Council referred this bill back to the July 5, 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.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 7/6/2011 City Council meeting pursuant to the 6/14/2011 Recommending Committee Meeting.

First Reading – 6/1/2011; First Publication 6/23/2011

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.: **64.**

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

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 7/6/2011 City Council meeting pursuant to the 6/14/2011 Recommending Committee Meeting.

First Reading – 6/1/2011; First Publication 6/23/2011

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.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-28 – Updates the City's regulations pertaining to mobile food vendors to conform to other applicable regulations regarding the operational limitations for such vendors. Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the City's regulations pertaining to mobile food vendors to conform to other applicable regulations, including the City's zoning regulations and the regulations of the Southern Nevada Health District.

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. 2011-28
2. Business Impact Statement

BILL NO. 2011-28

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S REGULATIONS PERTAINING TO MOBILE FOOD VENDORS TO CONFORM TO OTHER APPLICABLE REGULATIONS REGARDING THE OPERATIONAL LIMITATIONS FOR SUCH VENDORS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Updates the City's regulations pertaining to mobile food vendors to conform to other applicable regulations regarding the operational limitations for such vendors.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 55, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.55.010: As used in this Chapter, unless the context otherwise requires, the following terms shall have the meanings which are ascribed to them, as follows:

[(A)] "Employee" means a person who works for or under the direction of, on behalf of, or as an agent of a licensee.

[(B)] "Health District" means the Southern Nevada Health District.

[(C)] "Mobile food vendor" means a person who offers for sale or sells food items by means of a vehicle.

[(D)] "Licensee" means the holder of an mobile food vendor business license issued by the Department.

[(E)] "Metro" means the Las Vegas Metropolitan Police Department.

[(F)] "Vehicle" means a motorized [or non-motorized vehicle, including a push cart or other similar] vehicle.

[(G)] "Vend" means to sell or offer to sell food products from a vehicle.

SECTION 2: Title 6, Chapter 55, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.55.040: (A) An application for a mobile food vendor license must be made upon forms

provided by the Department. In addition to the information required under LVMC Chapter 6.02, the applicant shall provide the following:

(1) A description of the selling methods to be used and the nature of the products or services to be offered;

(2) Proof of filing with the State of Nevada Department of Taxation;

(3) A health permit for each vehicle, documentation that the vehicle is eligible for such permit, and a health card for each operator (all issued by the Health District);

(4) A copy of a valid, unexpired Nevada vehicle registration, if applicable, for each vehicle; and

(5) Such other information or documentation as the Department may require in order to establish the applicant's suitability and fitness for approval.

(B) In order to obtain a mobile food vendor license, each principal of the business must apply for and obtain approval for suitability in accordance with LVMC Chapter 6.06, subject to the payment of [an investigative fee of fifty dollars.] the applicable fees.

SECTION 3: Title 6, Chapter 55, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.55.070: (A) Except as otherwise provided in Subsection (B) of this Section, no mobile food vendor shall:

(1) Have any exclusive right to any location upon the streets, sidewalks, alleys, or public grounds of the City; or

(2) [Vend at any location for a period greater than thirty minutes; or

(3)] Vend in any congested area where the operation will impede pedestrian or vehicle traffic.

(B) The provisions of Subsection (A) of this Section do not apply to the operation of a mobile food vendor at a particular location if and to the extent the vendor is operating at that location pursuant to a contractual arrangement with the City.

(C) Mobile food vendors shall comply with all applicable Health District regulations.

SECTION 4: Title 6, Chapter 55, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-20-11
_____
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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-28
(Updates the City's regulations pertaining to mobile food vendors to conform to other applicable regulations regarding the operational limitations for such vendors)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-28, that would update the City's regulations pertaining to mobile food vendors to conform to other applicable regulations regarding the operational limitations for such vendors.

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 were solicited. The ordinance is clarifying in nature and should have no different impact on vendors than existing provisions

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:

Conforms language to other regulations and to existing practice

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: June 20, 2011

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-29 – Updates Chapter 6.06 of the Municipal Code relating to privileged licenses.
Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update Chapter 6.06 of the Municipal Code relating to privileged licenses. Included are modifications regarding changes to existing licenses, modifications that are designed to incorporate existing City practices. Also included are modifications that streamline the process of certain license-related approvals.

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. 2011-29
2. Business Impact Statement

BILL NO. 2011-29

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CHAPTER 6.06 OF THE MUNICIPAL CODE RELATING TO PRIVILEGED LICENSES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Updates Chapter 6.06 of the Municipal Code relating to privileged licenses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 6, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 6, Chapter 6, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.070: (A) The application for approval for suitability shall be filed with the Department [of Business Activity] on forms acceptable to the Department. The applicant shall furnish all the information required by the Department, including but not limited to:

(1) The applicant's personal and family history;

(2) <u>If requested by the Department,</u> [The] <u>the</u> applicant's present and past financial position and history;

(3) The applicant's criminal history and civil and administrative litigation history;

(4) The applicant's education, training, employment, business and professional history; and

(5) The applicant's past and proposed affiliation with the licensee.

(B) The Department is authorized to require disclosure of any information that reasonably relates to the applicant's qualification, acceptability or fitness for an approval for suitability.

SECTION 3: Title 6, Chapter 6, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.080: (A) The application must be signed and verified by the applicant under oath.

(B) The applicant shall submit to fingerprinting and photographing, shall authorize the City in writing to obtain information from the past and present employers, criminal justice agencies, financial institutions, Federal, State and local governments and agencies, and other persons and entities, and shall consent in writing to the release of such information to the City for use in connection with the application for approval for suitability and other City business regulations. The applicant shall also sign a release of claims and a hold harmless agreement to the City for its use of the information provided by the applicant or discovered during any investigation thereof.

(C) Each applicant for a license within the following categories shall be subject to the provisions of Subsection (D) of this Section:

(1) Adult nightclub establishment;

(2) Alcoholic beverage;

(3) Burglar alarm services;

(4) [Child care facility;

(5)] Erotic dance establishment;

[(6)] (5) Gaming;

[(7)] (6) Ice cream truck;

[(8)] (7) Locksmith and safe mechanic;

[(9)] (8) Martial arts instruction;

[(10)] (9) Massage establishment;

[(11)] (10) Mobile food vendor;

[(12)] (11) Pawnbroker;

[(13)] (12) Psychic arts and science;

[(14)] (13) Reflexology;

[(15)] (14) Secondhand dealer;

[(16)] (15) Teenage dancehall or teenage nightclub; and

[(17)] (16) Wedding chapel.

(D) In the case of the license categories listed in Subsection (C) of this Section,

applicants are required to submit to fingerprinting for purposes of a fingerprint check through the Federal Bureau of Investigation (FBI). In each such case:

(1) A complete set of fingerprints will be taken and will be forwarded to the Central Repository for Nevada Records of Criminal History.

(2) The Central Repository for Nevada Records of Criminal History is authorized to submit the fingerprints to the FBI for its report and to exchange fingerprint data with the FBI.

(3) The purpose for the submission of fingerprints is to allow for a State and Federal criminal records investigation regarding the applicant to determine suitability for licensing relative to the specified type of business.

(E) The provisions of Subsections (C) and (D) of this Section are adopted under the authority of, and consistent with, NRS 239B.010(1)(a) and Public Law 92-544, and should be read and interpreted in connection therewith.

SECTION 4: Title 6, Chapter 6, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.110: (A) Except as otherwise provided in Subsection (B), [After] after receipt of [the] a completed application for a license or approval for suitability, the Director shall refer the [matter] application to Metro for investigation.

(B) The Director shall have the discretion not to refer an application to Metro if the applicant has been investigated by Metro in connection with licensing or suitability approval within one year before the application was submitted, or if the Director otherwise determines that such referral is not necessary or appropriate.

(C) Upon completion of [the] any investigation[,] or a determination made pursuant to Subsection (B), the Director shall submit the application to the City Council for its [actions.] action.

(D) In the event the City Council has issued a temporary license pursuant to this Chapter[,] pending an investigation by Metro, the Director may, upon receipt of Metro's completed investigation, submit the application for a license to the City Council for its action at any time prior to the expiration of the temporary license.

SECTION 5: Title 6, Chapter 6, Section 125, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.125: (A) Once initial approval for suitability [has been made] regarding principals of a particular licensee has been granted by the City Council, subsequent applications for approval for suitability regarding that licensee may be referred by the Director to Metro for investigation.

(B) Upon completion of Metro's investigation, if any, the Director may take such action as deemed appropriate, including approval, conditional approval or denial of the application for approval for suitability.

(C) An applicant may appeal the decision of the Director in accordance with the provisions of LVMC 6.02.110.

SECTION 6: Title 6, Chapter 6, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.130: [Notwithstanding Section 6.06.050, the] The Director may waive for one or more principals [from] the requirement of approval for suitability, provided that at least one principal other than a manager must be subject to the requirement of an approval for suitability. Any principal [who] for whom the requirement has been so waived may later be required at the discretion of the Director to apply and be found suitable in order to continue his or her association with the business.

SECTION 7: Title 6, Chapter 6, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.200: (A) The applicant has a continuing duty and obligation to notify the Department [in writing within fifteen days] of additions, deletions, changes or modifications in the information furnished the Department, and this duty continues as long as a valid license or approval for suitability remains in effect. Such notification must be given at least fifteen days in advance of such additions, deletions, changes or modifications where it possible to do so. Otherwise, notification must be given as soon as possible and in no event later than fifteen days following the addition, deletion, change or modification.

(B) [The Director shall send a written notice requiring that an application for a new business license be filed by a licensee if the Director determines that the reported changes in the

information from that contained in the licensee's original application or subsequent information updates constitutes a substantial change in the business operations from those originally or subsequently approved.

(C) A licensee shall file a new business license application with the Department, within fifteen days after receiving the Director's written request. Upon receipt of the new application, the Director shall place it on the next available City Council agenda for review and action, subject to the requirements of the Nevada open meeting law.] The notification required by Subsection (A) shall be in the form of a new business license application filed with the Department. Upon receipt of an application, the Department shall determine whether the changes can be approved by administrative action or whether action by the City Council is required pursuant to LVMC 6.06.210. If Council action is required, the application will be placed on the next available Council agenda following the completion of all necessary reviews by City departments and outside agencies.

[(D)] (C) In cases where a licensee has significantly altered its business operations, [The] the Director may require a licensee to suspend its [altered business] operations until the City Council has acted upon [a] the licensee's new license application. [Notice of the suspension shall be included in the notice required pursuant to Subsection (B) of this Section.]

[(E)] (D) A licensee shall not continue or resume its altered operations if the City Council finds that [they are] the licensee is in violation of the provisions of LVMC 6.02.090 and 6.02.330 through 6.02.350, or for other good cause [they] finds that continued business operations should not be permitted.

SECTION 8: Title 6, Chapter 6, Section 210, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.210: Prior approval must be obtained [from the City Council] for a licensee or [a holder of approval] person approved for suitability to do any of the following acts:

(A) Convey the license from one person to another[;] or establish the license in a different entity;

(B) [Change the location of a license from one premises to another premises within the City limits;

(C) Change the name of the business operating under a license; or

(D)] Transfer any ownership interest or voting control to a person who, because of the transfer, would be required to be approved for suitability[.] ;

(C) Alter the licensed business operations in a significant way from the operations previously approved;

(D) Change the location of a license from one premises to another premises within the City limits;

(E) Change the name of the business operating under a license.

Such prior approval may be granted by the Director in the case of the changes described in Subsections (D) and (E), but must be granted by the City Council otherwise.

SECTION 9: Title 6, Chapter 6, Section 230, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.230: Any person who has ownership interest in or voting control of [the] a licensee equal to or greater than ten percent of the entire ownership or voting control of [a] the licensee must notify the Department [within fifteen days of subjecting] at least thirty days in advance of subjecting such ownership interest or voting control to any security interest or other encumbrance, where it is possible to do so. Otherwise, notification must be given as soon as possible and in no event later than fifteen days following the action to subject such ownership interest or voting control to any security interest or other encumbrance.

SECTION 10: Title 6, Chapter 6, Section 240, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.240: Each licensee must notify the Department [of Finance and Business Services] at least thirty days prior to transferring or recognizing the transfer of any ownership interest or voting control which results in a person acquiring an ownership interest or voting control equal to or greater than ten percent of the entire ownership in or voting control of the licensee or prior to subjecting any of its assets, income or revenue to any security interest or other encumbrance.

SECTION 11: Title 6, Chapter 6, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.250: (A) A licensee may be subject to disciplinary action as set forth in Sections 6.02.330 through 6.02.360.

(B) A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:

(1) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information required in the application;

(2) The principal fails to satisfy any qualification or requirement imposed by this Code, or other local, State or Federal law or regulation pertaining to the particular approval for suitability sought or held;

(3) The principal illegally resides in the United States;

(4) The principal is or has engaged in a business, trade or profession without a valid license, permit, approval for suitability or work card when he knew that one was required or under such circumstances that he reasonably should have known one was required;

(5) The principal has been subject, in any jurisdiction, to disciplinary action of any kind against a license, permit, approval for suitability or work card to the extent that such disciplinary action reflects on the qualification, acceptability or fitness to be approved for suitability;

(6) The principal has committed acts which would constitute a crime involving moral turpitude or involving any Federal, State or local law or regulation relating to the same or a similar business**[;]**. For purposes of this Paragraph, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; the sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in NRS 179D.097;

(7) When substantial information exists which tends to show that the principal is dishonest or corrupt;

(8) The principal lacks sufficient financial, technical or educational ability or experience to conduct or perform the activity for which approval for suitability is sought;

(9) The principal, or his or her employees or those acting on their behalf, violates any condition upon which approval for suitability was granted;

(10) The principal has engaged in deceptive practices upon the public; or

(11) The principal suffers from a legal disability under the laws of the State.

SECTION 12: 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 13: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 14: 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-20-11
_____
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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-29
(Updates Chapter 6.06 of the Municipal Code relating to privileged licenses)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-29, that would update Chapter 6.06 of the Municipal Code relating to privileged licenses.

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 were solicited. The ordinance is primarily clarifying and simplifying in nature, with a number of provisions being amended to conform to current practice

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:

Some licensing-related processes are simplified and expedited

Direct effects:

Some licensing-related processes are simplified and expedited

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: June 20, 2011

City of Las Vegas Agenda Item No.: **67.**

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

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

SUBJECT:
NEW BILL:

Bill No. 2011-30 – Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
Pursuant to LVMC 10.02.010, any offense that constitutes a misdemeanor under State law is also a misdemeanor under City law if it is committed within the corporate boundaries of the City. This permits prosecution of such an offense in Municipal Court. In order to assure that LVMC 10.02.010 is interpreted to incorporate State-law changes made during the 76th Session of the Nevada Legislature, LVMC 10.02.010 should be readopted. This bill will accomplish that objective.

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. 2011-30
2. Business Impact Statement

BILL NO. 2011-30

ORDINANCE NO. _____

AN ORDINANCE TO READOPT THE MUNICIPAL CODE PROVISION MAKING STATE-LAW MISDEMEANORS CITY MISDEMEANORS IF COMMITTED WITHIN THE CITY.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the Charter of the City of Las Vegas declares that any offense made a misdemeanor by the laws of the State of Nevada shall also be a misdemeanor in the City of Las Vegas whenever such offense is committed within the boundaries of the City; and

WHEREAS, the City Council has reaffirmed that declaration by means of the adoption of LVMC 10.02.010; and

WHEREAS, a number of criminal laws were enacted or amended by the Nevada Legislature during its 76th Session, some of which became effective upon passage and approval, and others of which become effective upon October 1, 2011, or upon some other date specified within those laws; and

WHEREAS, the City Council desires by this Ordinance to readopt LVMC 10.02.010 to include within its purview, to the extent affirmative action to do so is necessary, all the State misdemeanor laws which have been enacted by the Nevada State Legislature.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

. . .

. . .

. . .

. . .

. . .

. . .

SECTION 1: Title 10, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby readopted.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed
_____
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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-30
(Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-30, that would readopt LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: June 20, 2011

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:

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

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 104 Joyce Way in the amount of $3,013 (General Fund) and assess a maximum of $39,550 in daily civil penalties. PROPERTY OWNER: JOSE & ESMERALDA ZAMORA - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,013
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Building and Safety hired Lunas Construction to remove all trash, debris, high or dead vegetation, and demolish storage shed. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $105,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $880 invoice for Lunas Construction in addition to other fees assessed for a total of $3,013 and consider assessing a maximum of $39,550 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: July 6, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 104 Joyce Way in the amount of $3,013 (General Fund) and assess a maximum of $39,550 in daily civil penalties. PROPERTY OWNER: JOSE & ESMERALDA ZAMORA – Ward 1 (Tarkanian)

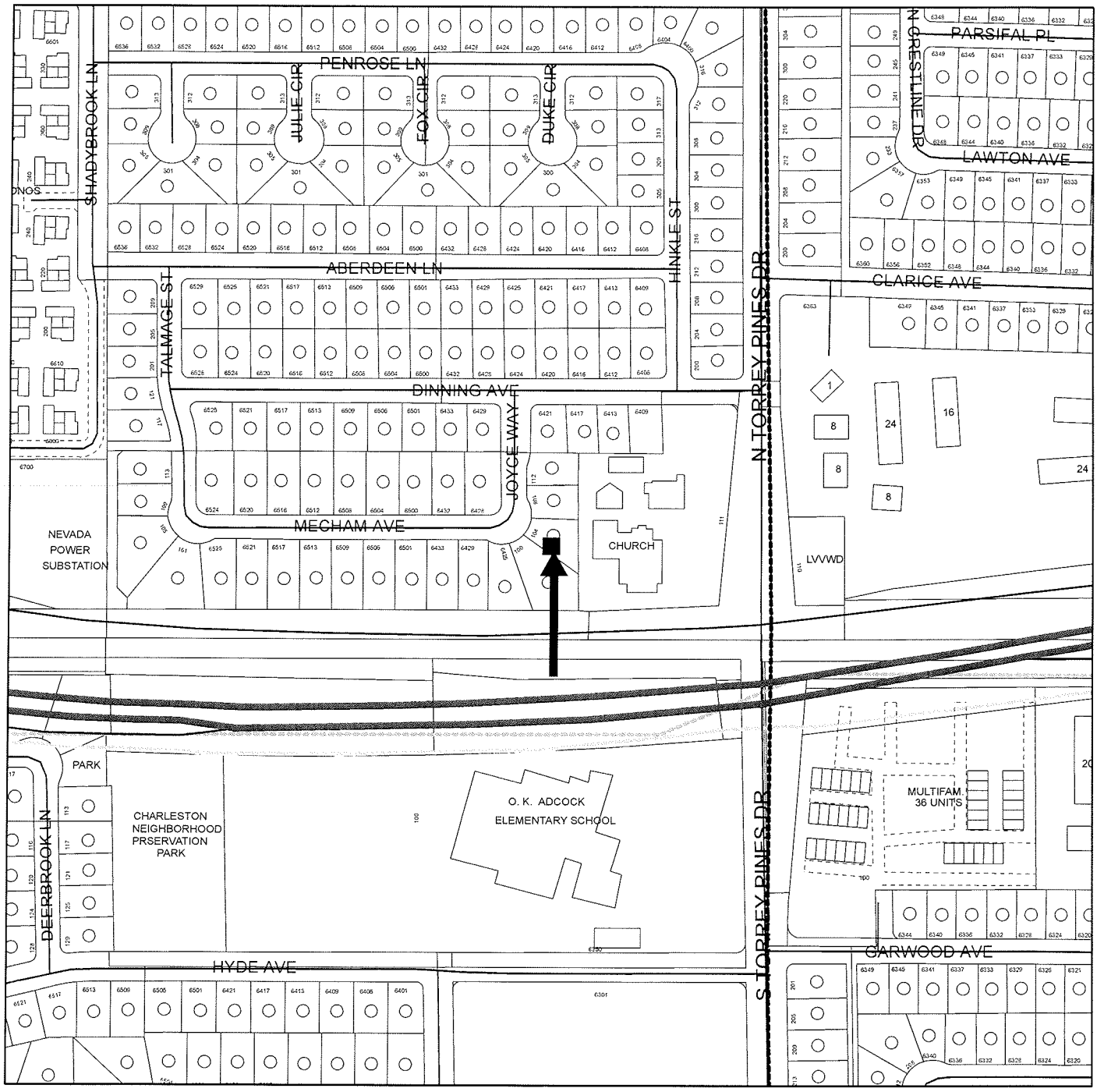
Lunas Construction completed work on May 11, 2011 at a cost of $880; $726 in reinspection fees (w/late fees); $950 in civil penalties; plus a 15% administrative fee for a total of $3,013.

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.

104 JOYCE WAY
CROSS STREETS - TORREY PINES//US 95

City of Las Vegas Vicinity Map



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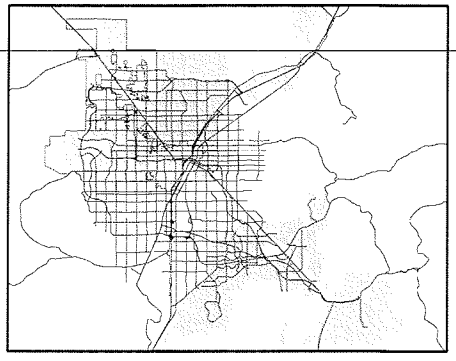
0 170 340 680 Feet



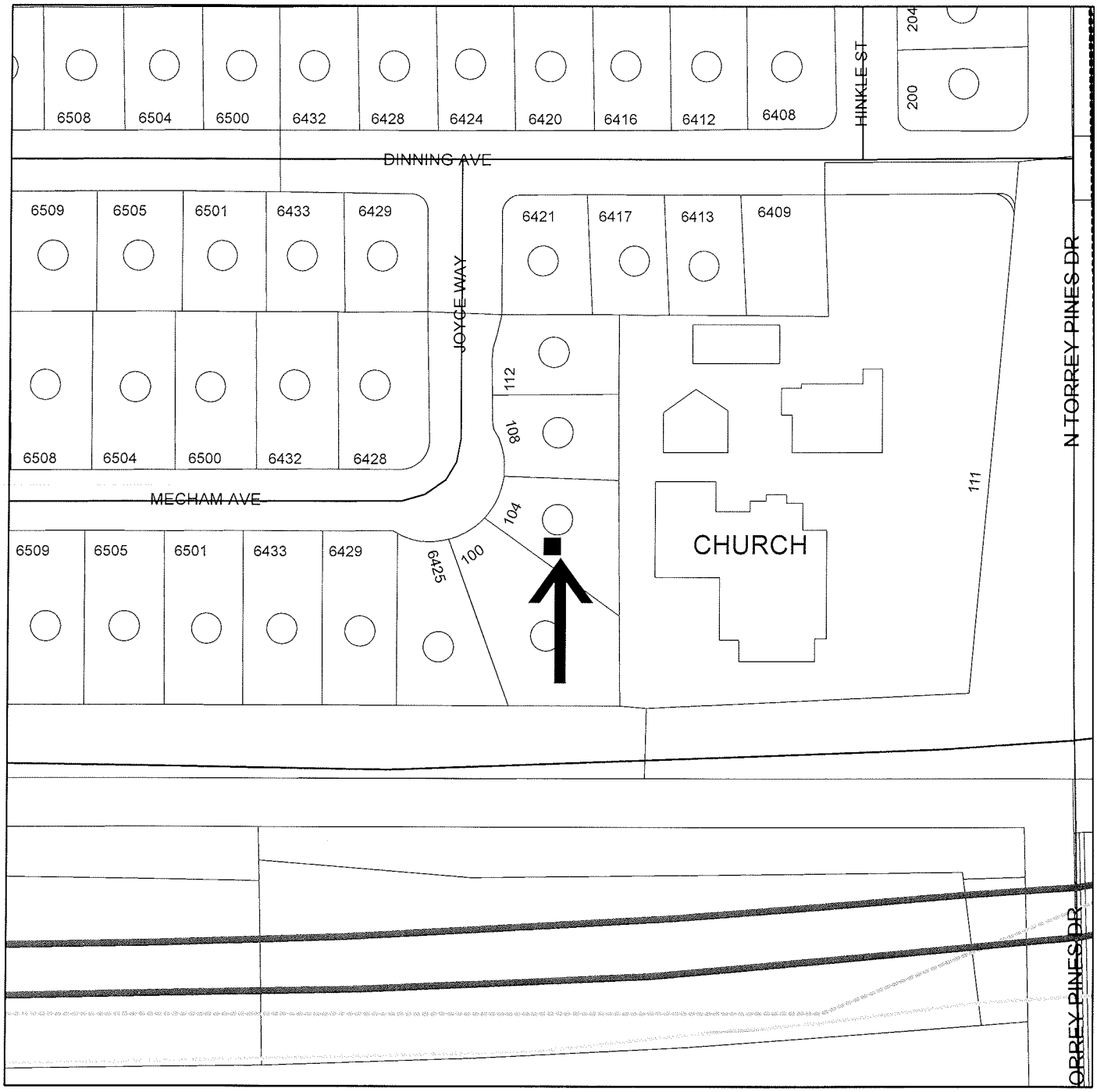
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

104 JOYCE WAY
CROSS STREETS - TORREY PINES//US 95

City of Las Vegas Vicinity Map



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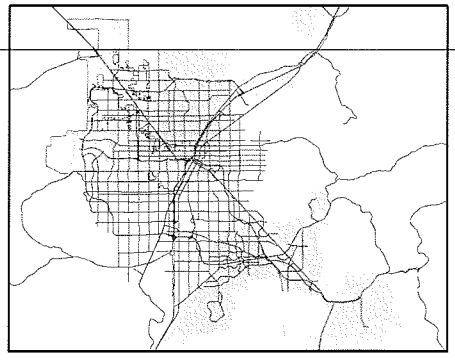
0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: June 9, 2011

Re: Report of Expenses for the abatement of nuisance located at 104 Joyce Way - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash, debris, high or dead vegetation, and demolishing the storage shed. The abatement was completed by Lunas Construction on May 11, 2011 at a cost of $880.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Demolish storage shed.	$300.00
Remove all trash and debris.	$200.00
Remove all high weeds/grass.	$180.00
Remove all dead vegetation	$200.00
AMOUNT DUE:	$880.00
Administrative Processing Fee:	$132.00
Single Family Dwelling Boarding Fee	$325.00
Sub-Total:	$1,337.00
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
TOTAL AMOUNT DUE:	**$3,013.00**
Daily Civil Penalties – 81 days @ $500 a day (excluding civil penalty fees already assessed) February 20, 2011 to May 11, 2011	**$39,550.00**
MAXIMUM TOTAL:	**$42,563.00**
OWNER OF RECORD	JOSE & ESMERALDA ZAMORA
PROPERTY ABATED:	104 Joyce Way
	Las Vegas, NV 89107
ASSESSOR PARCEL:	138-26-413-016
LEGAL DESCRIPTION:	TORREY PINES GARDEN UNIT #3
	PLAT BOOK 11 PAGE 21
	LOT 41 BLOCK 5

DSS:ld

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

The principals and partners of *Lunas Construction* and all persons and entities holding more than 1% interest in *Lunas Construction* or any principal of *Lunas Construction* are the following:

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Norberto Madrigal	Same	Same
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JULY 6, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JULY 6, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Abatement of the violations on the property located at **104 JOYCE WAY – Case No. 97772**. The Director of Building and Safety certifies that the sum of **$3,013.00** was expended and Civil Penalties in the sum of **$39,550.00** may be imposed for a total of **$42,563.00**. Owner of record at time of abatement: **JOSE & ESMERALDA ZAMORA – WARD 1 (TARKANIAN**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 97772

104 JOYCE WAY - Map # 02319-94 Parcel 13826413016

Owner Information:

ZAMORA JOSE & ESMERALDA
7007 ROVATO DR
ARLINGTON, TX 76001-6215

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: This house is apparently abandoned. There was a fire there quite awhile ago. Its empty, its turning into a fire hazard because I have seen a couple of different homeless folks going in and out from time to time and also some of the neighborhood kids. The owners have evidently written it off and are just leaving it sit.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: February 02, 2011

Ward: 1

Date Case Resolved: May 31, 2011

Source: WEB

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		
2/8/11	OPEN	Rear yard
Remove rear yard shed built without a permit.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
2/8/11	OPEN	All yards/areas
Remove all refuse and waste from all areas of property. Maintain at all times.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
2/8/11	OPEN	All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		
AN-007: 9.04.010(7)(B) DEAD VEGETATION		
2/8/11	COMPLIED 05/17/11	All yards
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.		

Chronology of Events:

February 08, 2011 **EMAIL SENT OR RECEIVED**

35)Sent email to Eric Morris with BAC as it appears this was a Countywide loan. He rsponded house is sold and they are not servicing.

February 08, 2011 **RESEARCH**

35)Found Notice of Trustee Sale 9/12/2008 and Default Recission 2/17/09. Last entry was a reconveyance to Recontrust Company 1/12/11. Unable to check MERS, password not working.

February 08, 2011 **NOTICE AND ORDER REQUEST**

35)Requesting Notice and Order, sent to 19 for review and approval.

February 08, 2011 **Insp#: 1086017**

35)Property vacant but appears secure, rear windows/doors boarded. Evidence of fire in rear near roof area. Refuse, dead vegetation and high weeds, all yards. I will prepare Notice and Order.

February 10, 2011	**RESEARCH**
	35)Sewer has address in North Hollywood, Ca. Added it to Contacts tab as CC mail. There are two liens in sewer however.
February 10, 2011	**NOTICE AND ORDER PROCESSING**
	19) NO approved and processed. File to JR to mail and process posting.
February 10, 2011	**NOTICE AND ORDER ISSUED**
February 14, 2011	**NOTICE AND ORDER PROCESSING**
	N&O sent to Zamora Jose & Esmeralda 7007 Rovato Dr, Arlington, TX 76001 & Jose/Esmeralda Zamora, 6821 Agnes Avenue, N. Hollywood, CA 91605
February 15, 2011	**Insp#: 1087456**
	35)Posted Notice and Order.
February 22, 2011	**PHONE CALL**
	ed) Received a telephone call from Jose Zamora (818.795.3731). He no longer owns home. He lost the house in 2009. Went up for sale in October 2009.
February 28, 2011	**Insp#: 1090181**
	35)All violations remain. Took photos. I will refer to 19 for bids for abatement. $120 today
March 02, 2011	**BID REQUEST BY OFFICER**
	19) Bid request approved, file to JR. Found mortgage company information in MERS. Email sent to representative advising of violations and need for them to abate before City proceeds and hires contractor.
March 02, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 2/10/11
March 08, 2011	**BID PREPERATION**
	Bid Prep.
March 08, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 3/14.
March 17, 2011	**BID RECEIVED**
	Recorded & scanned bids received: 1)Lunas=$880; 2)Blast=$1050; 3)Weaver=$1150; 4)Amer Demo=$1710
March 17, 2011	**10 DAY NOTICE PROCESSING**
	10 Day sent to Zamora Jose & Esmeralda @ Rovato & Agnes address. File given to #35 for posting.
March 17, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
March 21, 2011	**Insp#: 1094379**
	35)Weeds, refuse, shed remain., Posted 10 day notice before abatement on front door. $180 +$150 today Call back 4/4
March 23, 2011	**PHONE CALL**
	ed) Received a telephone call from Jose Zamora (818.795.3731). He no longer owns this property. Loan was through Countrywide then Bank of America took over October 1, 2010.
March 23, 2011	**PHONE CALL**
	ed) Received a telephone call from Jose Zamora (818.795.3731). He no longer owns this property. Loan was through Countrywide then Bank of America took over October 1, 2010.
April 04, 2011	**RESEARCH**
	35)Mers has 1st lien with BAC but BAC says house has been sold and they are not servicing.

April 04, 2011	**PROCEED WITH ABATEMENT**	
	35)Referred to 19 for abatement.	
April 04, 2011	**Insp#: 1102842**	
	35)Weeds, refuse, dead vegetation remain, took photos. I will check for current ownership/banks and then refer to proceed with abatement if no one found to abate property. $180 + $300 today.	
April 11, 2011	**REVIEW**	
	19) checked Assessors and found no change in ownership. Reviewed case, moving forward with abatement.	
April 25, 2011	**ADMINSTRATIVE**	
	19) DSS approved to move forward with abatement. File to JR to request PO.	
April 25, 2011	**ADMINSTRATIVE**	
	19) reviewed case with DSS, approved to move forward with abatement.	
April 26, 2011	**ADMINSTRATIVE**	
	PO requested. Pending DSS approval.	
May 04, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Lunas.	
May 05, 2011	**VIDEO REQUEST**	
	Before video request given to #19.	
May 05, 2011	**ADMINSTRATIVE**	
	Received start date of May 6 from #19.	
May 05, 2011	**Insp#: 1109124**	
	19) checked property, still in violation with high weeds, refuse, waste in all yards. Pre-video pictures and video completed.	
May 10, 2011	**ADMINSTRATIVE**	
	Received fax from Roy with Lunas stating job is complete.	
May 10, 2011	**VIDEO REQUEST**	
	After Video Request given to #19.	
May 17, 2011	**POST-ABATEMENT VIDEO**	
	19) Post video and pictures completed.	
May 17, 2011	**Insp#: 1124352**	
	19) Abatement of refuse, waste, and high weeds from all areas completed. Post video and pictures completed. Case closed.	
May 25, 2011	**ADMINSTRATIVE**	
	Per #19 pay Invoice. Invoice inputted into Details Tab. Invoice paid. File given to #19,	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	02/28/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	03/21/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/21/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/04/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	04/04/2011	
LATE FEE	$12.00	U	04/14/2011	
LATE FEE	$18.00	U	05/05/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/09/2011	

THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	05/09/2011
NUISANCE ABATEMENT FEE	$880.00	U	05/25/2011
ADMINISTRATIVE	$132.00	U	05/25/2011
LATE FEE	$18.00	U	05/31/2011
LATE FEE	$18.00	U	05/31/2011
SINGLE FAMILY DWELLING BOARDING FEE	$325.00	U	05/31/2011

Total Amount Due: **$3,013.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**LUNAS**	**A**	**3/14/11**

Bid Amount: 880.00
Bid Award Date: 5/4/11
Contractor Start Date:
Description:
Demolish storage shed, remove refuse/waste, cut/remove weeds/grass, remove dead vegetation.

1	**NUISANCE**	**AMER DEMO**	**L**	**3/15/11**

Bid Amount: 1,710.00
Bid Award Date:
Contractor Start Date:
Description:

1	**NUISANCE**	**WEAVER**	**NA**	**3/14/11**

Bid Amount: 1,150.00
Bid Award Date:
Contractor Start Date:
Description:

1	**NUISANCE**	**BLAST JANITORIAL**	**NA**	**3/14/11**

Bid Amount: 1,050.00
Bid Award Date:
Contractor Start Date:
Description:

APN 138-26-413-016

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE & ESMERALDA ZAMORA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-26-413-016**
Commonly known as: **104 Joyce Way**
Legal Description: **TORREY PINES GARDEN UNIT #3**
PLAT BOOK 11 PAGE 21
LOT 41 BLOCK 5

On **May 11, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,013.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$39,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$42,563.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **July 6, 2011** ordered the above charges in the amount of **$42,563.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #97772

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance of vacant lot located behind Glen Landing Avenue (APN 125-27-819-092) in the amount of $3,795.35 (General Fund) and assess a maximum of $57,550 in daily civil penalties. PROPERTY OWNER: RES-NV SD LLC - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,795.35
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 American Demolition to remove all trash, debris, and weeds from vacant lot. To date, there have been nine (9) inspections conducted at this location.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $629 invoice for American Demolition in addition to other fees assessed for a total of $3,795.35 and consider assessing a maximum of 57,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 6, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance of vacant lot located behind Glen Landing Avenue (APN 125-27-819-092) in the amount of $3,795.35 (General Fund) and assess a maximum of $57,550 in daily civil penalties. PROPERTY OWNER: RES-NV SD LLC – Ward 6 (Ross)

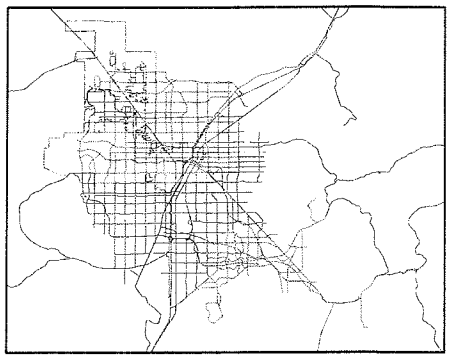
American Demolition completed work on April 27, 2011 at a cost of $629; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $3,795.35.

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.

PARCEL #125-27-819-092
VACANT LOT BEHIND GLEN LANDING AVE
CROSS STREETS - ANN//RAINBOW

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

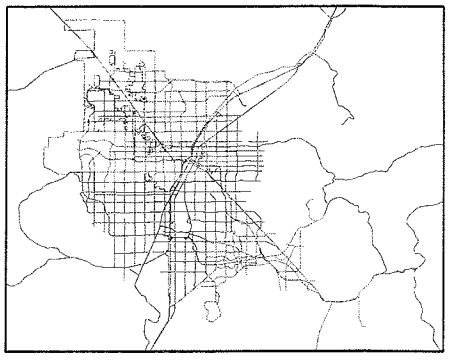
PLANNING & DEVELOPMENT

PARCEL #125-27-819-092
VACANT LOT BEHIND GLEN LANDING AVE
CROSS STREETS - ANN//RAINBOW

City of Las Vegas Vicinity Map

N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

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: June 9, 2011

Re: Report of Expenses for the abatement of nuisance of vacant lot located behind Glen Landing Avenue, Parcel #125-27-819-092 - Ward 6 (Ross)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash, debris, and weeds. The abatement was completed by American Demolition on April 27, 2011 at a cost of $629.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	$379.00
Remove all weeds.	$250.00
AMOUNT DUE:	$629.00
Administrative Processing Fee:	$94.35
Sub-Total:	$722.35
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$3,795.35**
Daily Civil Penalties – 119 days @ $500 a day (excluding civil penalty fees already assessed) February 20, 2011 to May 11, 2011	**$57,550.00**
MAXIMUM TOTAL:	**$61,345.35**
OWNER OF RECORD	RES-NV SD LLC
PROPERTY ABATED:	Parcel #125-27-819-092
	Las Vegas, NV
ASSESSOR PARCEL:	125-27-819-092
LEGAL DESCRIPTION:	TOSCANA
	PLAT BOOK 136 PAGE 34
	CA B

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Sarpolich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: Jack Sarpolich

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public · State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JULY 6, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JULY 6, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Abatement of the violations on the property located at **LOT BEHIND GLEN LANDING AVENUE (APN 125-27-819-092) – Case No. 96291**. The Director of Building and Safety certifies that the sum of **$3,795.35** was expended and Civil Penalties in the sum of **$57,550.00** may be imposed for a total of **$61,345.35**. Owner of record at time of abatement: **RES-NV SD LLC – WARD 6 (ROSS)**

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 # 96291

12527819092 - Map # 01618-88

Owner Information:

SILVER DOLLAR LAND COMPANY L L C
8100 W SAHARA #200
LAS VEGAS, NV 89117-1997

Zoning Information: R-PD8(RES PLANNED DEV (8/ACRE))

Case Comments: High weeds on vacant lot.

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: November 17, 2010 Ward: 6

Date Case Resolved: May 18, 2011 Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AN-003: 9.04.010 (4) REFUSE & WASTE		
12/7/10	OPEN	On vacant lot
Remove all refuse and waste from all areas of property. Maintain at all times.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
11/19/10	COMPLIED 05/17/11	On vacant lot
Remove all weeds.		

Chronology of Events:

November 18, 2010 **ADMINSTRATIVE**

34) See previous case 79641. City had contractor clean lot in October '09. Lien on property.

November 19, 2010 **Insp#: 1062974**

34) High weeds on lot. Mailed correction notice to owner at 8100 W. Sahara #200 & registered agent at 777 N. Rainbow Blvd #250. Status is revoked on secretary of state. Call back 12-3.

November 19, 2010 **CORRECTION NOTICE ISSUED**

December 07, 2010 **Insp#: 1063734**

34) Still high weeds, now refuse/waste, photos. $120 fee. Go to Notice & Order.

December 10, 2010 **RESEARCH**

34) Only recorded documents are 2 previous Notice & Orders and CLV lien from previous code enforcement case (79641).

December 10, 2010 **NOTICE AND ORDER REQUEST**

34) Gave case to 19 for Notice & Order review.

December 20, 2010 **NOTICE AND ORDER PROCESSING**

19) Notice and Order approved, file to LD to process.

December 20, 2010	**NOTICE AND ORDER ISSUED**
December 21, 2010	**Insp#: 1068745**
	34) Post Notice & Order. Still high weeds & refuse/waste. Photos. $180 + $150 fee. Call back 1-3-11.
December 22, 2010	**RECORDED DOCUMENT**
	Ld) Recorded Nuisance N&O To Comply dated 12/20/10
January 03, 2011	**Insp#: 1073527**
	34) Still high weeds & refuse/waste. Photos. $180 + $300 fee.
January 04, 2011	**BID REQUEST BY OFFICER**
	34) Gave case to 19 to obtain bids. Requesting removal of weeds & refuse/waste.
January 18, 2011	**BID REQUEST BY OFFICER**
	19) Approved Bid Request, file to JR
January 18, 2011	**BID PREPERATION**
	Bid Prep.
January 18, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 1/24.
January 25, 2011	**BID RECEIVED**
	NO BIDS RECEIVED. Per #19 rebid.
January 25, 2011	**BID PREPERATION**
	Bid Prep.
January 25, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 1/31.
February 17, 2011	**ADMINSTRATIVE**
	Per #19: proceed with only one bid.
February 17, 2011	**BID RECEIVED**
	Scanned & recorded bid received: 1)American Demo=$629
February 17, 2011	**10 DAY NOTICE PROCESSING**
	10 day letter sent to Silver Dollar Land Company LLC, 8100 W Sahara #200, Las Vegas, NV 89117. File given to #34 for posting.
February 17, 2011	**ADMINSTRATIVE**
	19)Bid approved for American Demolition.
February 17, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
February 22, 2011	**ADMINSTRATIVE**
	34) No parcel # on 10 Day Notice Before Abatement. Gave to 19 to revise.
February 28, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
February 28, 2011	**Insp#: 1075503**
	34) Post 10 Day Notice Before Abatement. Still high weeds & refuse/waste. Photos. $180 + $500 fee. Call back 3-14.

March 01, 2011	**10 DAY NOTICE PROCESSING**	
	10 Day letter sent to Silver Dollar Land Company LLC, 8100 W Sahara #200, LV, NV 89117. File given to #34 for posting.	
March 14, 2011	**Insp#: 1094774**	
	34) Still high weeds & refuse/waste, photos. $180 + $500 fee.	
March 15, 2011	**RESEARCH**	
	34) Checked county assessor- no change to ownership. Checked county recorder- no new recorded documents. Only recorded documents are 2 previous Notice & Orders, current Notice & Order, & CLV lien from previous code enforcement case (79641).	
March 15, 2011	**PROCEED WITH ABATEMENT**	
	34) Gave case to 19 to proceed with abatement.	
March 21, 2011	**BID AWARDED TO CONTRACTOR**	
	19) Met with DSS he approved to move forward with abatement. File to JR to obtain PO.	
March 22, 2011	**ADMINSTRATIVE**	
	Requested approval from DS to proceed with PO.	
March 22, 2011	**ADMINSTRATIVE**	
	Received approval from DS to proceed with PO. Pending PO approval.	
March 28, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to American Demo. Pending start date.	
March 28, 2011	**VIDEO REQUEST**	
	Requested Before Video from #19	
March 28, 2011	**PHONE CALL**	
	19) called Jack with American Demo and discussed start date on this project. Start date scheduled for 3/31/2011.	
March 30, 2011	**PRE-ABATEMENT VIDEO**	
	19) Pre-video and pictures completed.	
March 30, 2011	**Insp#: 1100242**	
	19) Checked property and all refuse, weeds and dead vegetation remain. Pre-Video and pictures completed. Failed inspection.	
April 27, 2011	**VIDEO REQUEST**	
	After Video Request given to #19.	
April 28, 2011	**Insp#: 1107790**	
	19) Contractor contacted me and advised project completed, checked property and vegetation still remaining. Called American Demo and advised not completed.	
May 10, 2011	**PHONE CALL**	
	19) spoke with Paul from Rialto Capital, they have just received property in forclosure. Need all information and figures on what is owed. (821-4881 Paul.Kenner@rialtoCapital.com)	
May 17, 2011	**POST-ABATEMENT VIDEO**	
	19) Post video and pictures completed.	
May 17, 2011	**Insp#: 1120739**	
	19) Project completed, all vegetation and debris removed. Post video and pictures completed. Case closed.	
May 18, 2011	**ADMINSTRATIVE**	
	Per #19: pay invoice. Input information into Details Tab.	

May 18, 2011	**ADMINSTRATIVE**	
	File given to #19.	
May 31, 2011	**FEE ASSESSED OR WAIVED**	
	19) Missing late fee's have been added.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	12/07/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/21/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	12/21/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	01/03/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	01/03/2011	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	02/04/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	02/28/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/28/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	03/14/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/14/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/31/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	03/31/2011	
NUISANCE ABATEMENT FEE	$629.00	U	05/18/2011	
ADMINISTRATIVE	$94.35	U	05/18/2011	
LATE FEE	$18.00	U	05/31/2011	
LATE FEE	$18.00	U	05/31/2011	
LATE FEE	$18.00	U	05/31/2011	
LATE FEE	$18.00	U	05/31/2011	

Total Amount Due: **$3,795.35**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	1/18/11

Bid Amount: 629.00
Bid Award Date: 3/28/11
Contractor Start Date:
Description:

APN 125-27-819-092

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **RES-NV SD LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **125-27-819-092**
Commonly known as: **Vacant lot behind Glen Landing Avenue**
Legal Description: **TOSCANA**
PLAT BOOK 136 PAGE 34
CA B

On **April 27, 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 **$3,795.35** 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 **$57,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$61,345.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **July 6, 2011** ordered the above charges in the amount of **$61,345.35**, 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 #96291

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-41793 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: EARL JACOBSON - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20149) FOR A PROPOSED 11,110 SQUARE-FOOT OFFICE BUILDING on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN 162-03-801-135), O (Office) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

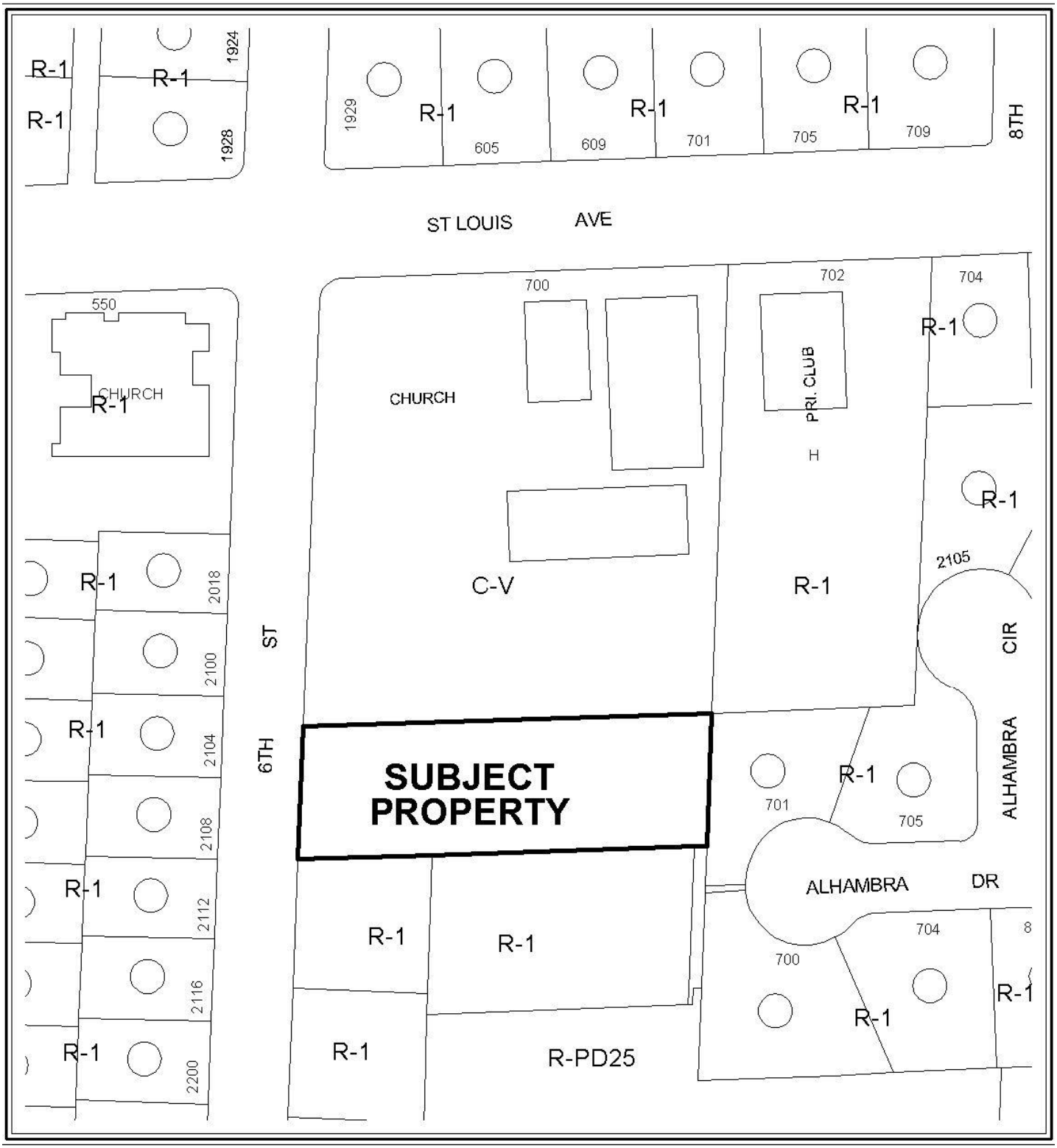
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-20149
5. Justification Letter



CASE: EOT-41793

ZONING OF SUBJECT PROPERTY: O (OFFICE)

0 100 200 Feet

CASE: EOT-41793

ZONING OF SUBJECT PROPERTY: O (OFFICE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: EARL JACOBSON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41793	Staff recommends APPROVAL, subject to conditions:	EOT-41794

** CONDITIONS **

EOT-41793 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-20149) shall expire on May 16, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-20149) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-20149) for a proposed 11,110 square-foot office building on 0.69 acres located on the east side of 6th Street, 335 feet south of St. Louis Avenue. There have not been any plans submitted for review, nor have any building permits been issued for the proposed project. Additionally, there have not been any recent changes in land use or new development in the surrounding areas. The applicant is requesting an Extension of Time as they are not at a stage yet in the project to apply for building permits. Staff recommends approval of this request.

It is noted that there is one (1) related Extension of Time (EOT-41794) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/07	The City Council approved a request to amend a portion of the Southeast Sector Plan of the Master Plan (GPA-20150) from PF (Public Facilities) to O (Office) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-20151) from C-V (Civic) to O (Office).
	The City Council approved a related request for a Variance (VAR-20152) to allow a two-story, 35-foot high office building 15 feet from residential property where residential adjacency standards require 105 feet.
	The City Council approved a related request for a Site Development Plan Review (SDR-20149) for a proposed 11,110 square-foot office building.
07/01/09	The City Council approved a request for an Extension of Time (EOT-34518) of a previously approved Rezoning (ZON-20151) from C-V (Civic) to O (Office) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-34520) of a previously approved Variance (VAR-20152) to allow a two-story, 35-foot high office building 15 feet from residential property where residential adjacency standards require 105 feet.
	The City Council approved a request for an Extension of Time (EOT-34519) of a previously approved Site Development Plan Review (SDR-20149) for a proposed 11,110 square-foot office building.

Most Recent Change of Ownership	
02/24/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any plans submitted for review nor have an y building permits been issued for the proposed development.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.69

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land- Proposed Office Building	O (Office)	O (Office)
North	Church	PF (Public Facility)	C-V (Civic)
South	Undeveloped land	SC (Service Commercial)	R-1 (Single Family Residential) and RPD-25 (Residential Planned Development- 25 Units per Acre)
East	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Beverly Green / Southridge Neighborhood	X		Y

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20149) for a proposed 11,110 square-foot office building on the east side of 6th Street, 335 feet south of St. Louis Avenue. There have not been any plans submitted for review, nor have any building permits been issued for the proposed project. Additionally, there have not been any recent changes in land use or new development in the surrounding areas.

Title 19.16.100 of the Unified Development Code deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-20149) has not met the requirements of Title 19.16.100 to exercise the entitlement as no building permits have been issued for the proposed office building. The applicant is requesting an extension of time as they are not at a stage in the project to apply for permits. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-20149) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41793** APN: 162-03-801-135

Name of Property Owner: Earl Jacobson

Name of Applicant: Same as Property Owner

Name of Representative: APTUS

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: Diamond Springs LLC

Print Name: Earl Jacobson

Subscribed and sworn before me

This 13th day of May, 2011

Susan O'Connor

Notary Public in and for said County and State

SUSAN O'CONNOR
Notary Public State of Nevada
No. 05-97342-1
My appt. exp. June 7 2013

RECEIVED
MAY 16 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for SDR-20149

Project Address (Location) on 6th Street south of St. Louis

Project Name 6th and St. Louis **Proposed Use** Office

Assessor's Parcel #(s) 162-03-801-135 **Ward #** 3-Reese

General Plan: existing O proposed n/a **Zoning:** existing O proposed n/a

Commercial Square Footage 11,100 **Floor Area Ratio** n/a

Gross Acres .69 **Lots/Units** n/a **Density** n/a

Additional Information

PROPERTY OWNER Earl Jacobson **Contact** Earl Jacobson

Address 304 Cambrian Ridge Court **Phone:** (702) 592-1815 **Fax:** (702) 384-8528

City Las Vegas **State** Nevada **Zip** 89144

E-mail Address ejacobsondpm@msn.com

APPLICANT Same as Property Owner **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** Nevada **Zip** 89104

E-mail Address kristen@aptusgroup.com

Diamond Springs LLC

Property Owner Signature* Earl Jacobson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Earl Jacobson - President

Subscribed and sworn before me

This 13th day of May, 20 11.

Susan O'Connor

Notary Public in and for said County and State

SUSAN O'CONNOR
Notary Public State of Nevada
No. 05-97342-1
My appt. exp. June 7 2013

Revised 10/27/08

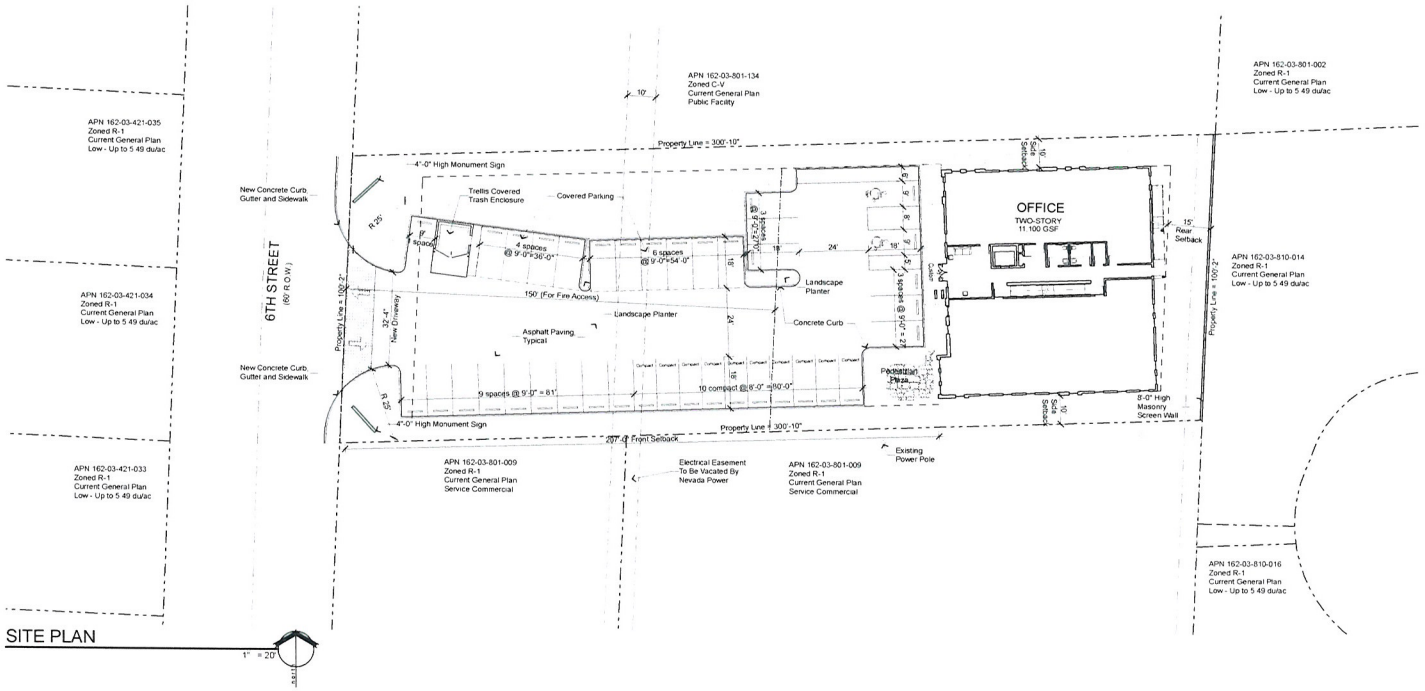
FOR DEPARTMENT USE ONLY

Case #	EOT-41793
Meeting Date:	7/6/11 CC
Total Fee:	$300
Date Received:*	5-16-11
Received By:	

RECEIVED
MAY 16 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.

f:\depot\Application Packet\Application Form.pdf



SITE PLAN

1" = 20'

VICINITY AND LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	162-03-801-135
JURISDICTION	CITY OF LAS VEGAS - 89109
EXISTING GENERAL PLAN	PUBLIC FACILITY
PROPOSED GENERAL PLAN	SERVICE COMMERCIAL
EXISTING ZONING	C-V
PROPOSED ZONING	O - OFFICE
SITE AREA	32,993 SF 0.76 GROSS ACRES 30,049 NSF 0.69 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	25'-0"	207'-0"
INTERIOR SIDE	10'-0"	10'-0"
SIDE STREET	N/A	N/A
REAR	15'-0"	15'-0"

MAX HEIGHT	35'-0"
ACTUAL HEIGHT	35'-0"
LOT COVERAGE ALLOWED	30%
ACTUAL LOT COVERAGE	19%

BUILDING AREA

BUILDING AREAS	
OFFICE	9,339 SF
COMMON SPACE	1,761 SF
TOTAL SQUARE FOOTAGE	11,100 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
OFFICE	11,100 SF @ 1,300 = 37	38
STANDARD PARKING SPACES PROVIDED		26
COMPACT PARKING SPACES PROVIDED (37X30%=11.1 MAX ALLOWED)		10
HANDICAPPED SPACES PROVIDED		2
TOTAL PARKING		38

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

6th Street/ St. Louis Avenue
Site Development Review
6th Street
Las Vegas, Nevada 89109

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MAY 16 2011
City of Las Vegas SDR Submittal

SITE PLAN

AS100

06.032 6th Street/ St. Louis Avenue

EOT-41793

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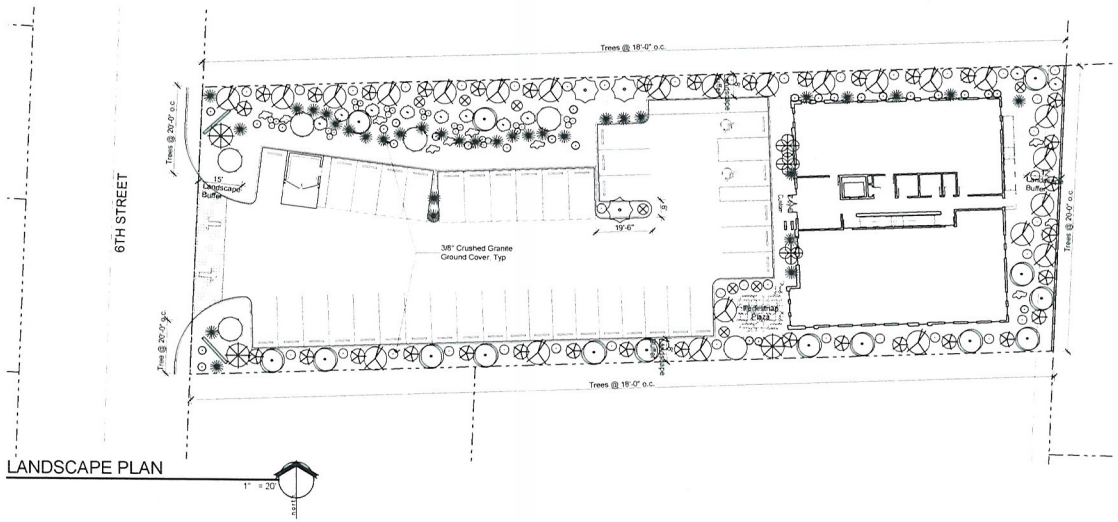

LANDSCAPE SCHEDULE

TREES

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY
	VELVET MESQUITE	prosops velutina	24" Box	24
	TEXAS HONEY MESQUITE	prosops glandulosa	24" Box	15
	SHOESTRING ACACIA	acacia stenophylla	24" Box	3
	PALO VERDE	parkinsonia aculeata	24" Box	6
	HERITAGE OAK	-	24" Box	3
	MEDITERRANEAN FAN PALM	-	24" Box	3

SHRUBS

	TEXAS RANGER	leucophyllum frutescens 'Green Cloud'	5 gal	70
	GERMANDER	-	5 gal	30
	SALVIA	salvia greggii	5 gal	70
	CREPE MYRTLE	-	15 gal	16
	MEXICAN SAGE	salvia leucantha	5 gal	30

GROUND COVER

	DESERT CARPET	myoporum parvifolium	5 gal	23
	LANTANA	lantana	5 gal	21
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist	5 gal	25

ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

LANDSCAPE BUFFERS

	REQ'D	PROVIDED
FRONT	15'-0"	15'-0"
INTERIOR SIDE	8'-0"	8'-0"
SIDE STREET	N/A	N/A
REAR	8'-0"	12'-0"

APTUS Architecture
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6th Street/ St. Louis Avenue
Site Development Review
6th Street
Las Vegas, Nevada 89109

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MAY 16 2011
City of Las Vegas SDR Submittal 27'0"

PLANTING PLAN

L100

06.032 6th Street/ St. Louis Avenue

EOT-41793

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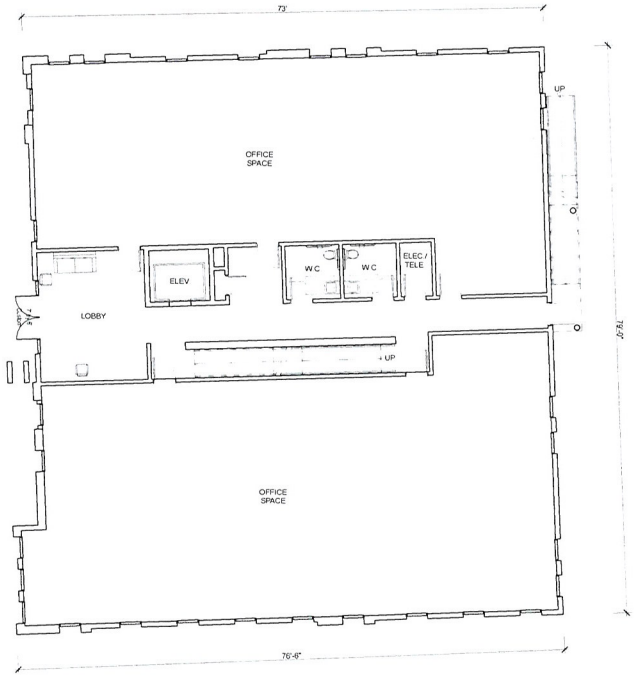
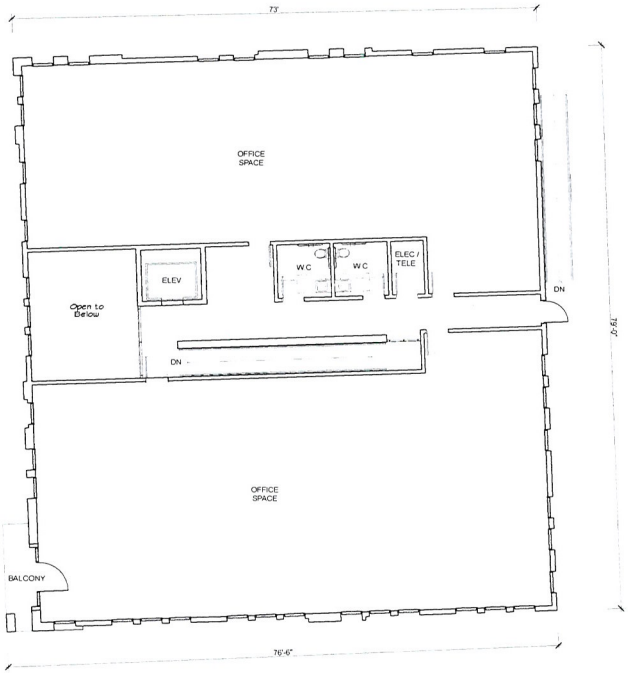


FIRST FLOOR

1/8" = 1'-0"



SECOND FLOOR

1/8" = 1'-0"

APTUS Architecture
1200 South 4th Street
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6th Street/ St. Louis Avenue

Site Development Review

6th Street
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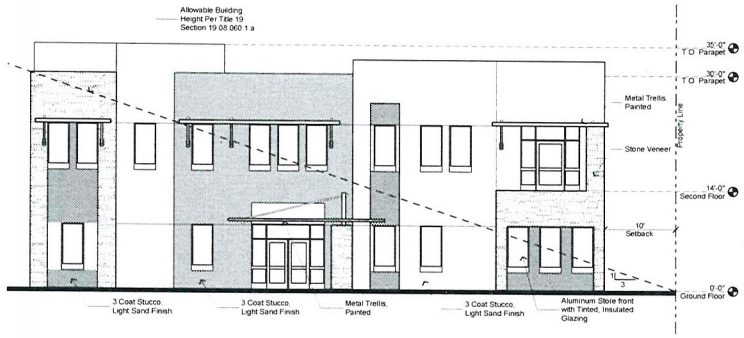
FLOOR PLAN

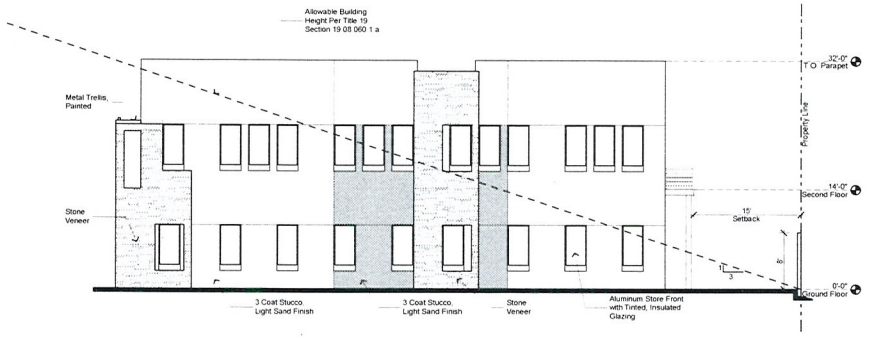
A100

06.032 6th Street/ St. Louis Avenue



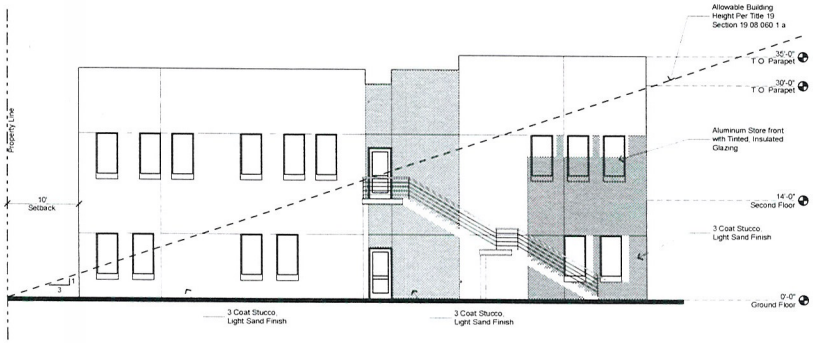
WEST ELEVATION

1/8" = 1'-0"



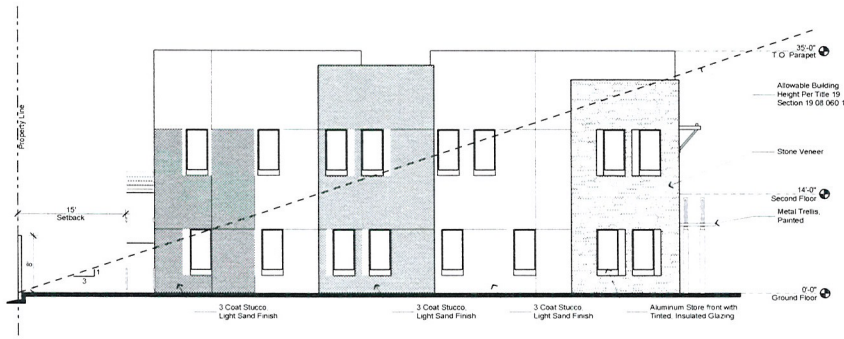
SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

APTUS Architecture
1200 South 4th Street
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P 702.839.1200
F 702.839.1213

6th Street/ St. Louis Avenue
Site Development Review
6th Street
Las Vegas, Nevada 89109

RECEIVED
MAY 16 2011
EOT-41793

ELEVATIONS

A200

06.032 6th Street/ St. Louis Avenue

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 18, 2007

H. Brady
First Southern Church
700 East St. Louis
Las Vegas, Nevada 89104

RE: SDR-20149 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MAY 16, 2007
RELATED TO GPA-20150, ZON-20151 AND VAR-20152

Dear Applicant:

The City Council at a regular meeting held May 16, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 11,110 SQUARE FOOT OFFICE BUILDING on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (Office) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on May 17, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-20151) if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 2/23/07, except as amended by conditions herein.

4. A Waiver from Title 19.10 is hereby approved, to allow one parking lot tree where four are required.

5. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit for signage, to reflect the changes herein:

   A. One Monument Sign per street frontage with a maximum size of 75 square feet and maximum height of 8 feet is allowed in the "O" (Office) zoning District Title 19.14.060.
   B. A monument sign must show a setback of five feet from all property lines.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

RECEIVED
MAY 16 2011
EOT-41793

6. 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.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Submit an application for a deviation from Standard Drawing #222a for the driveway accessing this site from Sixth Street.

15. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

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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. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-20151 and all other applicable subsequent site-related actions.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Dr. McMillan
Diamond Springs LLC
4067 Sparrow Rock
Las Vegas, Nevada 89129

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

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APTUS

May 11, 2011

City of Las Vegas
Planning and Development Department
731 s. 4th Street.
Las Vegas, Nevada 89101

RE: **APN: 162-03-801-135**
Subject: A. Site Development Review
B. Landscape Finger Island Waivers
C. Variance - Residential Adjacency

Dear Sirs:

Architecture
Engineering
Planning
Interiors
Landscape

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still moving forward with this project but it is not at a stage yet to apply for building permits. We are requesting an extension of time for 2 years

The intended use for the property on 6th Street south of St. Louis is Professional Office Space.

This property currently has a General Plan designation of "Office" and a zoning designation of "O". This project consists of a vacant lot that will be converted to an office. North of our property is an existing church, east are existing one-story residences and to the west are existing one-story residences. South of our property is a vacant lot that is zoned R-1 but has a general plan of "Service Commercial".

The new structure is 11,100 sf and is two stories high. Thirty-eight parking spaces will be provided which include a van accessible space and a standard handicap space. All setbacks and landscape buffers are provided per Title 19. We are requesting a waiver for three required landscape finger islands in the parking lot. We have provided enhanced landscaping on the north side of the site. An 8'-0" high masonry screen wall will be added to the east side of the site to buffer the residences from our project. Due to site constraints and the narrowness of the lot, we must request a variance for the residential adjacency. We attempted to design the site with the building on the east in order to decrease the residential adjacency setback variance. However, once the throat depth, the driveway width the required parking dimensions and the vehicle access were taken into account the remaining lot with was not sufficient for a building to function as a professional office. Therefore, in order to make the entire site functional, we have placed the building at the east end of the property and must request a variance for the residential adjacency requirement of 15'-0" where 105'-0" would be required.

The building is contemporary in design and will be made of framed walls with stucco and stone veneer and all mechanical units will be fully screened.

Please consider this, site development review and variance request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

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City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:

EOT-41794 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: EARL JACOBSON - Request for an Extension of Time of a previously approved Variance (VAR-20152) TO ALLOW A TWO-STORY, 35-FOOT HIGH OFFICE BUILDING 15 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN 162-03-801-135), O (Office) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

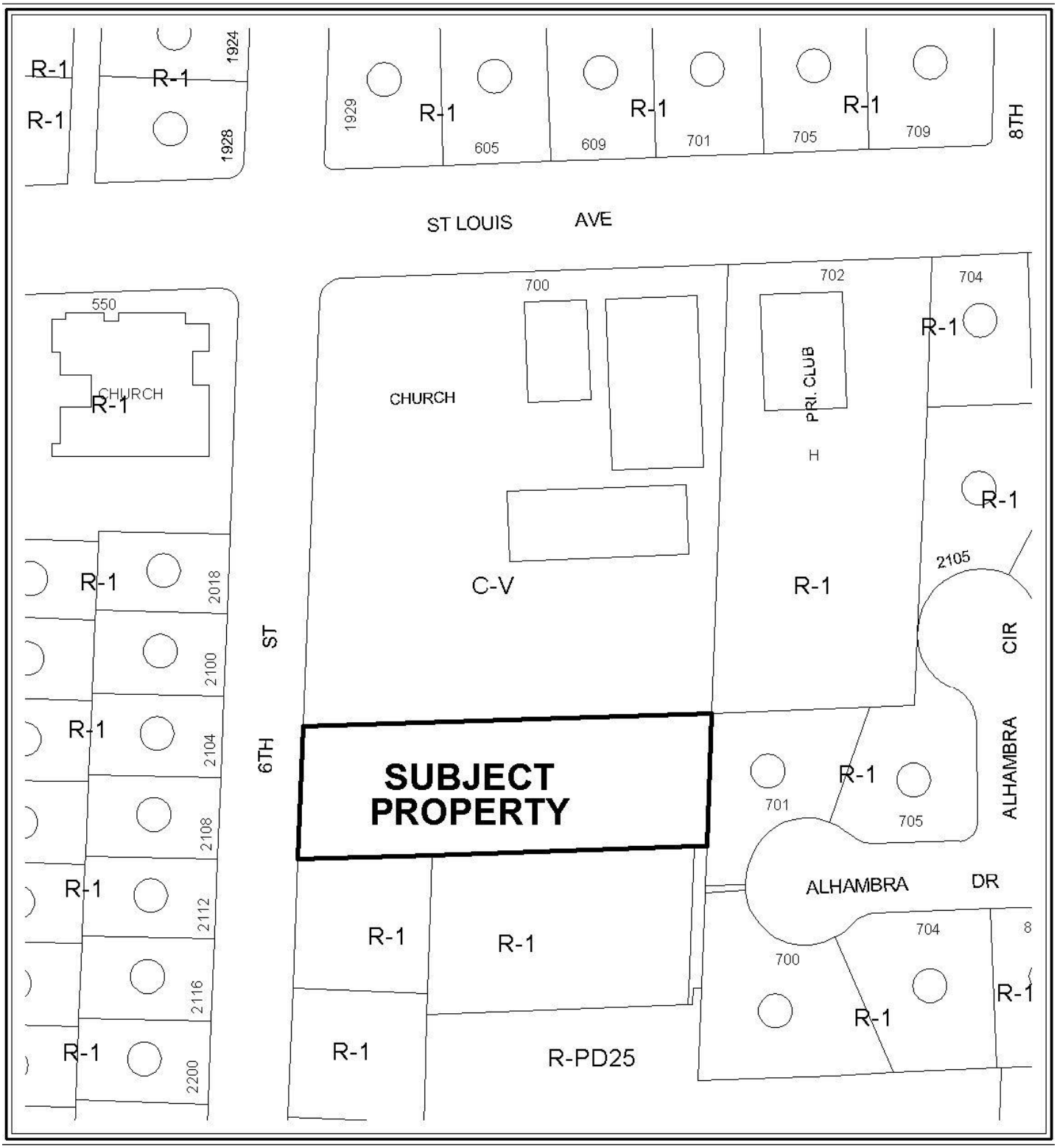
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for VAR-20152
5. Justification Letter



CASE: EOT-41794

ZONING OF SUBJECT PROPERTY: O (OFFICE)

0 100 200 Feet

CASE: EOT-41794

ZONING OF SUBJECT PROPERTY: O (OFFICE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: EARL JACOBSON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41794	Staff recommends APPROVAL, subject to conditions:	EOT-41793

** CONDITIONS **

EOT-41794 CONDITIONS

Planning

1. This Variance (VAR-20152) shall expire on May 16, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-20152) 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 Variance (VAR-20152) to allow a two-story, 35-foot tall office building 15 feet from residential property where residential adjacency standards required 105 feet on the east side of 6th Street, 335 feet south of St. Louis Avenue. There have not been any plans submitted for review, nor have any building permits been issued for the proposed project. Additionally, there have not been any recent changes in land use or new development in the surrounding areas. The applicant is requesting an Extension of Time as they are not at a stage in the project to apply for building permits. Staff recommends approval of this request.

It is noted that there is one (1) related Extension of Time (EOT-41793) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/07	The City Council approved a request to amend a portion of the Southeast Sector Plan of the Master Plan (GPA-20150) from PF (Public Facilities) to O (Office) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-20151) from C-V (Civic) to O (Office).
	The City Council approved a related request for a Variance (VAR-20152) to allow a two-story, 35-foot high office building 15 feet from residential property where residential adjacency standards require 105 feet.
	The City Council approved a related request for a Site Development Plan Review (SDR-20149) for a proposed 11,110 square-foot office building.
07/01/09	The City Council approved a request for an Extension of Time (EOT-34518) of a previously approved Rezoning (ZON-20151) from C-V (Civic) to O (Office) on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-34520) of a previously approved Variance (VAR-20152) to allow a two-story, 35-foot high office building 15 feet from residential property where residential adjacency standards require 105 feet.
	The City Council approved a request for an Extension of Time (EOT-34519) of a previously approved Site Development Plan Review (SDR-20149) for a proposed 11,110 square-foot office building.

Most Recent Change of Ownership	
02/24/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any plans submitted for review nor have an y building permits been issued for the proposed development.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.69

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land- Proposed Office Building	O (Office)	O (Office)
North	Church	PF (Public Facility)	C-V (Civic)
South	Undeveloped land	SC (Service Commercial)	R-1 (Single Family Residential) and RPD-25 (Residential Planned Development- 25 Units per Acre)
East	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Beverly Green / Southridge Neighborhood	X		Y

DS

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Variance (VAR-20152) to allow a two-story, 35-foot tall office building 15 feet from residential property where residential adjacency standards require 105 feet on the east side of 6th Street, 335 feet south of St. Louis Street. There have not been any plans submitted for review, nor have any building permits been issued for the proposed project. Additionally, there have not been any recent changes in land use or new development in the surrounding areas.

Title 19.16.140 deems a Variance exercised upon the issuance of a building permit for the proposed project, or issuance of a business license, if required.

FINDINGS

The Variance (VAR-20152) has not met the requirements outlined in Title 19.16.140 to exercise the entitlement as a building permit has not been issued for the proposed development. The applicant is requesting an extension of time as they are not at a stage in the project to apply for building permits. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-20152) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41794** APN: 162-03-801-135

Name of Property Owner: Earl Jacobson

Name of Applicant: Same as Property Owner

Name of Representative: APTUS

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: Desamis Spring LLC

Print Name: Earl Jacobson

Subscribed and sworn before me

This 13th day of May, 2011

Susan O'Connor

Notary Public in and for said County and State

SUSAN O'CONNOR
Notary Public State of Nevada
No. 05-97342-1
My appt. exp. June 7 2013

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for VAR 20152

Project Address (Location) on 6th Street south of St. Louis

Project Name 6th and St. Louis **Proposed Use** Office

Assessor's Parcel #(s) 162-03-801-135 **Ward #** 3-Reese

General Plan: existing O proposed n/a **Zoning:** existing O proposed n/a

Commercial Square Footage 11,100 **Floor Area Ratio** n/a

Gross Acres .69 **Lots/Units** n/a **Density** n/a

Additional Information

PROPERTY OWNER Earl Jacobson **Contact** Earl Jacobson

Address 304 Cambrian Ridge Court **Phone:** (702) 592-1815 **Fax:** (702) 384-8528

City Las Vegas **State** Nevada **Zip** 89144

E-mail Address ejacobsondpm@msn.com

APPLICANT Same as Property Owner **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** Nevada **Zip** 89104

E-mail Address kristen@aptusgroup.com

Property Owner Signature* Diamond Springs L.L.C. Earl

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Earl Jacobson - President

Subscribed and sworn before me

This 13th day of May, 20 11.

Susan O'Connor

Notary Public in and for said County and State

SUSAN O'CONNOR
Notary Public State of Nevada
No. 05-97342-1
My appt. exp. June 7 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-41794
Meeting Date:	7/6/11 CC
Total Fee:	$300
Date Received:*	5/16/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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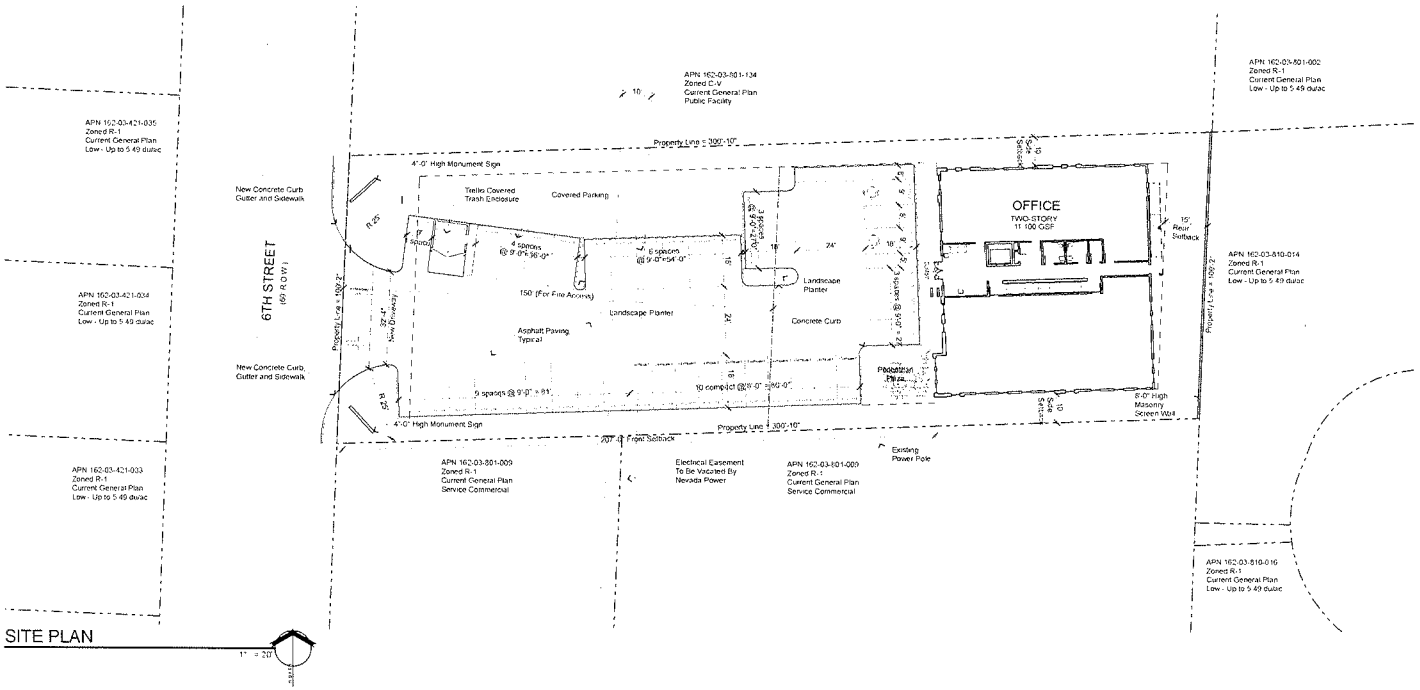

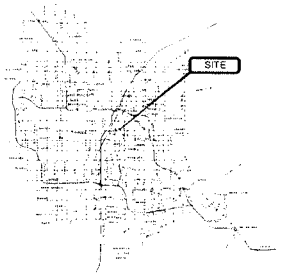

VICINITY AND LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER		162-03-801-135
JURISDICTION		CITY OF LAS VEGAS - 89109
EXISTING GENERAL PLAN PROPOSED GENERAL PLAN		PUBLIC FACILITY SERVICE COMMERCIAL
EXISTING ZONING PROPOSED ZONING		C-V O - OFFICE
SITE AREA		39,963 SF 0.76 GROSS ACRES 20,949 NSF 0.69 NET ACRES
SETBACKS (BUILDING)	REQ'D	PROVIDED
FRONT	25'-0"	207'-0"
INTERIOR SIDE	10'-0"	60'-0"
SIDE STREET	N/A	N/A
REAR	15'-0"	15'-0"
MAX HEIGHT		35'-0"
ACTUAL HEIGHT		35'-0"
LOT COVERAGE ALLOWED		30%
ACTUAL LOT COVERAGE		15%

BUILDING AREA

BUILDING AREAS	
OFFICE	9,339 SF
COMMON SPACE	1,761 SF
TOTAL SQUARE FOOTAGE	11,100 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
OFFICE	11,100 SF @ 1/300 = 37	38
STANDARD PARKING SPACES PROVIDED		26
COMPACT PARKING SPACES PROVIDED (37) 30% = 11.1 MAX ALLOWED)		10
HANDICAPPED SPACES PROVIDED		2
TOTAL PARKING		38

APTUS Architecture
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P 702.839.1200
F 702.839.1213

6th Street/ St. Louis Avenue
Site Development Review
6th Street
Las Vegas, Nevada 89109

City of Las Vegas SDR Submittal 3.27.07

SITE PLAN

AS100

06.032 6th Street/ St. Louis Avenue

EOT-41794

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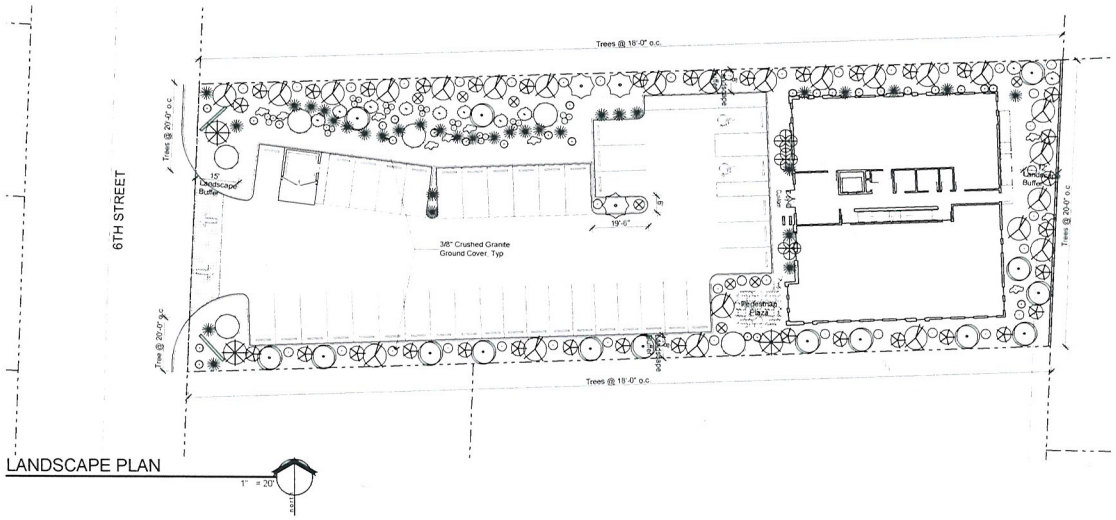

LANDSCAPE SCHEDULE

TREES

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY
	VELVET MESQUITE	prosops velutina	24" Box	24
	TEXAS HONEY MESQUITE	prosops glandulosa	24" Box	15
	SHOESTRING ACACIA	acacia stenophyla	24" Box	3
	PALO VERDE	parkinsonia aculeata	24" Box	6
	HERITAGE OAK	-	24" Box	3
	MEDITERRANEAN FAN PALM	-	24" Box	3

SHRUBS

	TEXAS RANGER	leucophyllum frutescens 'Green Cloud'	5 gal	70
	GERMANDER	-	5 gal	30
	SALVIA	salvia greggii	5 gal	70
	CREPE MYRTLE	-	15 gal	16
	MEXICAN SAGE	salvia leucantha	5 gal	30

GROUND COVER

	DESERT CARPET	myoporum parvifolium	5 gal	23
	LANTANA	lantana	5 gal	21
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist'	5 gal	25

ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN 2" DEEP

LANDSCAPE BUFFERS

	REQ'D	PROVIDED
FRONT	15'-0"	15'-0"
INTERIOR SIDE	8'-0"	8'-0"
SIDE STREET	N/A	N/A
REAR	8'-0"	17'-0"

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6th Street/ St. Louis Avenue
Site Development Review
6th Street
Las Vegas, Nevada 89109

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City of Las Vegas South Submittal 2.27.07
EOT-41794

PLANTING PLAN

L100

06.032 6th Street/ St. Louis Avenue

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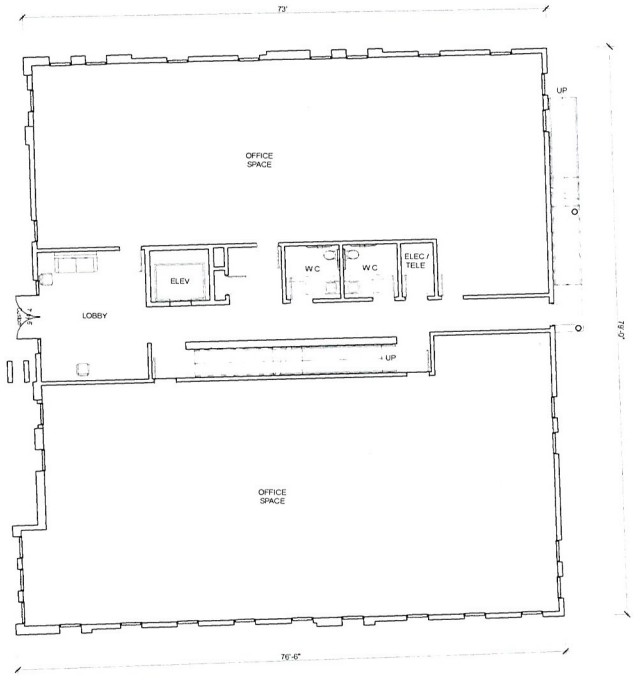
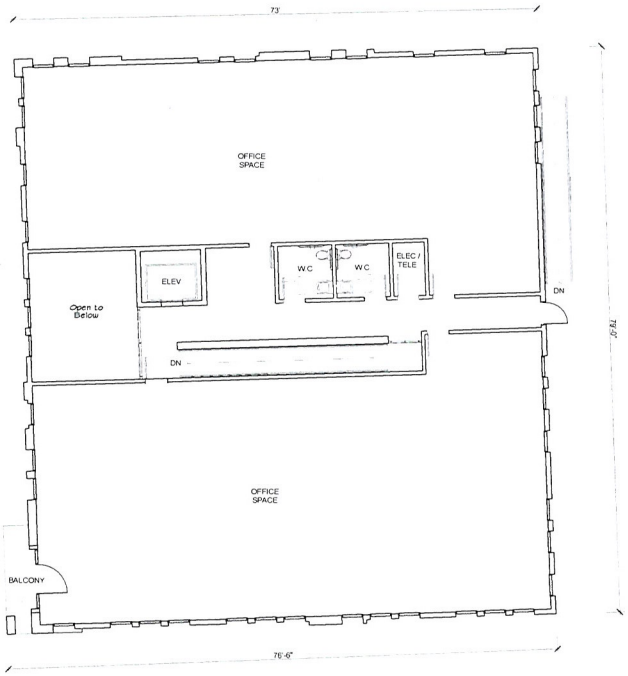


FIRST FLOOR

1/8" = 1'-0"



SECOND FLOOR

1/8" = 1'-0"

APTUS Architecture
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P 702.839.1200
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6th Street/ St. Louis Avenue
Site Development Review
6th Street
Las Vegas, Nevada 89109

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City of Las Vegas SDR Supplemental 2.27.07

FLOOR PLAN

A100

06.032 6th Street/ St. Louis Avenue

EOT-41794

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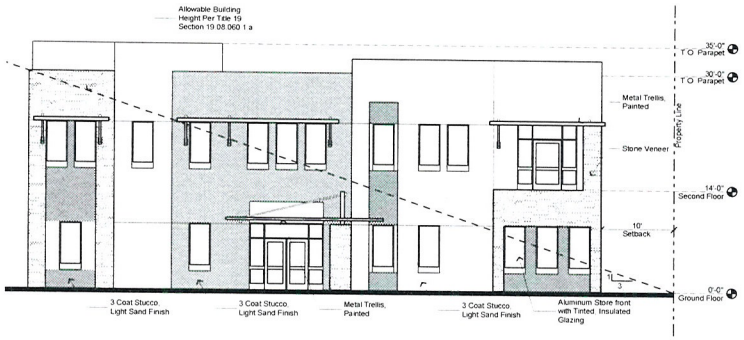
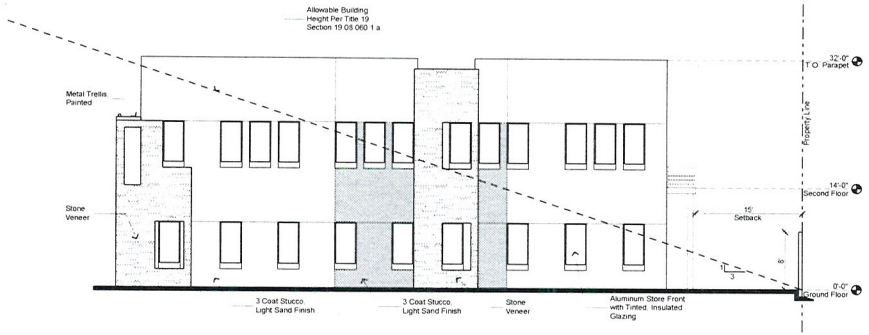


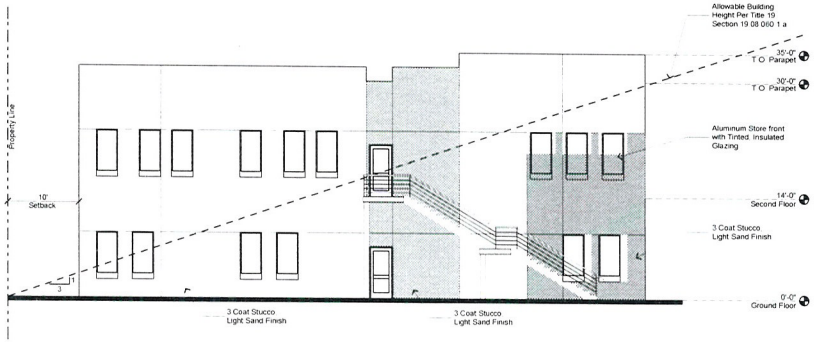
WEST ELEVATION

1/8" = 1'-0"



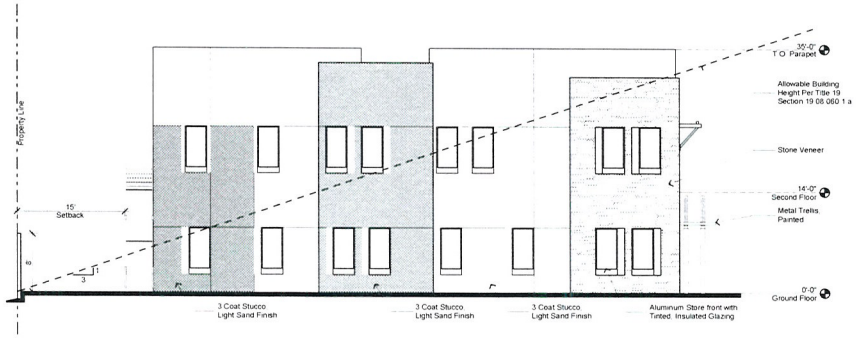
SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

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6th Street/ St. Louis Avenue

Site Development Review

6th Street
Las Vegas, Nevada 89109

City of Las Vegas SDR Submittal 2.27.07

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ELEVATIONS

A200

06.032 6th Street/ St. Louis Avenue

EOT-41794

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 18, 2007

H. Brady
First Southern Church
700 East St. Louis
Las Vegas, Nevada 89104

RE: VAR-20152 - VARIANCE
CITY COUNCIL MEETING OF MAY 16, 2007
RELATED TO GPA-20150, ZON-20151 AND SDR-20149

Dear Applicant:

The City Council at a regular meeting held May 16, 2007 APPROVED the request for a Variance TO ALLOW A TWO-STORY 35 FOOT HIGH OFFICE BUILDING 15 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.69 acres on the east side of 6th Street, 335 feet south of St. Louis Avenue (APN-162-03-801-135), C-V (Civic) Zone [PROPOSED: O (OFFICE) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on May 17, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-20151) and Site Development Plan Review (SDR-20149) if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting 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.lasvegasnevada.gov

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cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Dr. McMillan
Diamond Springs LLC
4067 Sparrow Rock
Las Vegas, Nevada 89129

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-41794

APTUS

May 11, 2011

City of Las Vegas
Planning and Development Department
731 s. 4th Street.
Las Vegas, Nevada 89101

RE: **APN: 162-03-801-135**
Subject: A. Site Development Review
B. Landscape Finger Island Waivers
C. Variance - Residential Adjacency

Dear Sirs:

Architecture
Engineering
Planning
Interiors
Landscape

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still moving forward with this project but it is not at a stage yet to apply for building permits. We are requesting an extension of time for 2 years

The intended use for the property on 6th Street south of St. Louis is Professional Office Space.

This property currently has a General Plan designation of "Office" and a zoning designation of "O". This project consists of a vacant lot that will be converted to an office. North of our property is an existing church, east are existing one-story residences and to the west are existing one-story residences. South of our property is a vacant lot that is zoned R-1 but has a general plan of "Service Commercial".

The new structure is 11,100 sf and is two stories high. Thirty-eight parking spaces will be provided which include a van accessible space and a standard handicap space. All setbacks and landscape buffers are provided per Title 19. We are requesting a waiver for three required landscape finger islands in the parking lot. We have provided enhanced landscaping on the north side of the site. An 8'-0" high masonry screen wall will be added to the east side of the site to buffer the residences from our project. Due to site constraints and the narrowness of the lot, we must request a variance for the residential adjacency. We attempted to design the site with the building on the east in order to decrease the residential adjacency setback variance. However, once the throat depth, the driveway width the required parking dimensions and the vehicle access were taken into account the remaining lot with was not sufficient for a building to function as a professional office. Therefore, in order to make the entire site functional, we have placed the building at the east end of the property and must request a variance for the residential adjacency requirement of 15'-0" where 105'-0" would be required.

The building is contemporary in design and will be made of framed walls with stucco and stone veneer and all mechanical units will be fully screened.

Please consider this, site development review and variance request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

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City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

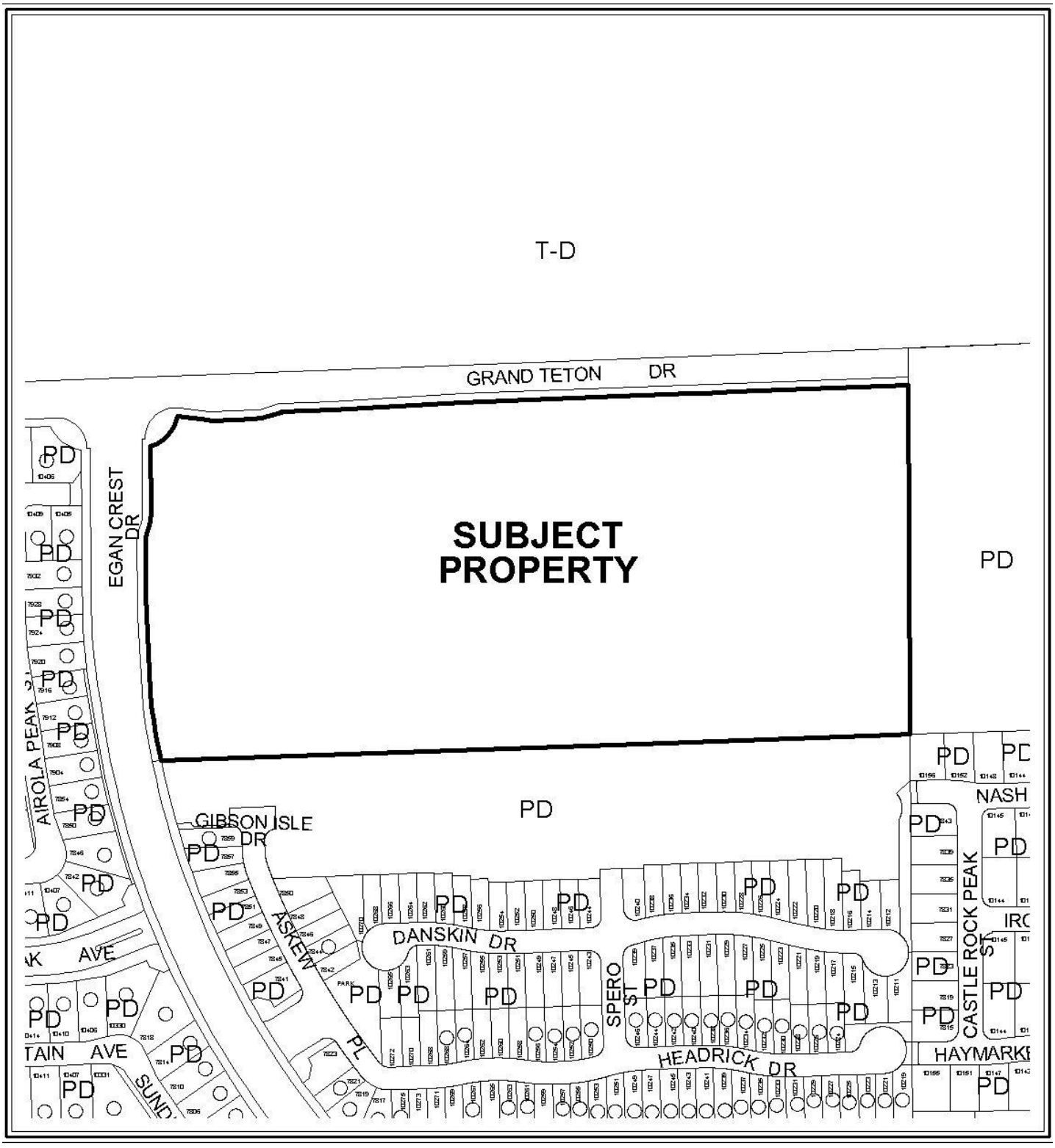
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-41823 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: KB HOME NEVADA, INC. - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-21091) FOR A PROPOSED THREE-STORY, 492-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 20.9 acres at the southeast corner of Egan Crest Drive and Grand Teton Drive (APN 126-13-501-022), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-21091
5. City Council Approval Letter for EOT-34336
6. Justification Letter



0 200 400 Feet

CASE: EOT-41823

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

0 200 400 Feet

CASE: EOT-41823

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: KB HOME NEVADA, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41823	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41823 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-21091) shall expire on July 11, 2013 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-21091) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

Staff Report Page One
July 6, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previous approval for a Site Development Plan Review (SDR-21091) for a proposed three-story, 492-unit multi-family development located at the southeast corner of Egan Crest Drive and Grand Teton Drive. No plans have been submitted for review, nor have any building permits been issued for the proposed development. The applicant is requesting an Extension of Time as current market and economic conditions in Las Vegas have delayed financing for the project. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/06/02	The City Council approved a request for a Petition to Annex (A-0026-01) approximately 95.0 acres generally located on the south side of Grand Teton Road, 1,000 feet west of Hualapai Way. The Planning Commission recommended approval. The annexation became effective on 02/15/02.
02/05/03	The City Council approved a request for a Petition to Annex (A-0035-02) approximately 1,056.684 acres generally located between Grand Teton Drive to the north, Hualapai Way to the east, Puli Road to the west, and Centennial Hill Parkway and the I-215 beltway. The Planning Commission recommended approval. The annexation became effective on 02/14/03.
08/06/03	The City Council approved a request for a Petition to Vacate U.S. Government Patent Reservations (VAC-2412) generally located west of Hualapai Way, between Grand Teton Drive and Centennial Parkway. The Planning Commission and staff recommended approval.
05/05/04	The City Council approved a request for a Major Modification to the Cliff's Edge Master Development Plan (MOD-3955) to change land use designations from Village Commercial to Medium-Low Density Residential and Medium Density Residential; from Medium Density Residential to Residential Small lot; and from Medium-Low Density Residential to Public Facilities; to modify section 6.2.3 regarding retaining walls; and to modify Table 1 (Section 2.2) to reflect changes to the land use categories on 40 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road. The Planning Commission and staff recommended approval.
06/16/04	The City Council approved a request to amend the Master Plan of Streets and Highways for the addition of major roads within Cliff's Edge Master Plan generally located between Grand Teton Drive and Clark County 215, and between Puli Road and Hualapai Way. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/21/04	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-4358) for 'Cliff's Edge Parent'. The map was recorded on 08/19/04, CLV Drawing #4816.
09/15/04	The City Council approved a request for a Petition to Vacate U.S. Government Patent Easements (VAC-4707) generally located east of Puli Road between Grand Teton Drive and Farm Road. The Planning Commission and staff recommended approval.
11/04/04	The Planning Commission approved a request for a Site Development Plan Review (SDR-5309) for a proposed 224-unit residential condominium development on 20.96 acres adjacent to the southeast corner of Grand Teton Drive and Egan Crest Drive. Staff recommended approval.
12/16/04	The Planning Commission approved a request for a Tentative Map (TMP-5577) for a 224-unit residential condominium subdivision on 20.96 acres adjacent to the southeast corner of Grand Teton Drive and Egan Crest Drive. Staff recommended approval.
01/19/05	The City Council approved a request for a Petition to Vacate U.S. Government Patent easements generally located south of Grand Teton Drive, east of Egan Crest Drive. The Planning Commission and staff recommended approval.
08/03/05	The City Council approved a request for a Waiver to Title 18.12.130 (WVR-7115) to allow a private drive length of 165 feet where 150 feet is the maximum allowed and a waiver of Title 18.12.100 to allow a private street width of 35 feet where 39 feet is the minimum required on 20.96 acres adjacent to the southeast corner of Grand Teton Drive and Egan Crest Drive. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-6728) for a proposed 323-lot single family attached residential development. The Planning Commission and staff recommended approval.
08/11/05	The Planning Commission approved a request for a Tentative Map (TMP-7332) for a 323-lot single family attached residential development on 20.96 acres adjacent to the southeast corner of Grand Teton Drive and Egan Crest Drive. Staff recommended approval.
11/16/05	The City Council approved a request for a Major Modification to the Cliff's Edge Master Development Plan and Design Guidelines (MOD-9174) to establish standards for rear loaded residential small lot housing products and to add section 3.2.5B to the design guidelines on 1,156 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road. The Planning Commission and staff recommended approval.
12/05/05	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-10159) for "Oxford Commons Unit 1." The map was recorded on 05/01/06 as CLV Drawing 107Y4919-1.

03/14/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-11286) for "Oxford Commons Unit 2." No recordation date is annotated- CLV drawing is 107Y4919-2.
09/14/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-16194) for "Oxford Commons Unit 2." The map was recorded on 10/20/06, CLV drawing #107Y4919-2.
07/11/07	The City Council approved a request for a Site Development Plan Review (SDR-21091) for a proposed three-story, 492-unit multi-family residential development on 20.9 acres at the southeast corner of Egan Crest Drive and Grand Teton Drive. The Planning Commission and staff recommended approval.
07/24/07	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-22851) for "Oxford Commons Units 1&2 (Reversionary)." The map was not recorded.
06/17/09	The City Council approved a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-21091) for a proposed three-story, 492-unit multi-family residential development on 20.9 acres at the southeast corner of Egan Crest Drive and Grand Teton Drive. Staff recommended approval.

Most Recent Change of Ownership	
01/05/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any plans submitted for review, 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.

Details of Application Request	
Site Area	
Gross Acres	20.9

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land-Proposed Multi-Family Development	PCD (Planned Community Development)	PD (Planned Development)
North	Undeveloped Land	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
South	Single Family Residences	PCD (Planned Community Development)	PD (Planned Development)
East	Undeveloped land	PCD (Planned Community Development)	PD (Planned Development)
West	Single Family Residences	PCD (Planned Community Development)	PD (Planned Development)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Cliff's Edge	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
PD (Planned Development) 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

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-21091) for a proposed three-story, 492-unit multi-family residential development at the southeast corner of Egan Crest Drive and Grand Teton Drive. No plans have been submitted for review, nor have any building permits been issued for the proposed development.

Title 19.16.100 of the Unified Development Code deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-21091) has not met the requirements outlined in Title 19.16.100 to exercise the entitlement as no building permits have been issued. The applicant is requesting an extension of time as current market and economic conditions in Las Vegas have delayed financing for the project. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-21091) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41823** APN: 126-13-501-022

Name of Property Owner: KB Home Nevada, Inc.

Name of Applicant: KB Home Nevada, Inc.

Name of Representative: Bob Gronauer - Kaempfer Crowell Renshaw Gronauer & Fiorentino

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: _____

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MAY 18 2011
City of Las Vegas

State of Nevada
County of Clark

Print Name: Robert McGibney

Subscribed and sworn before me by Robert McGibney

This 4th day of May, 2011

Janet E. Love

Notary Public in and for said County and State

JANET E. LOVE
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 04-88128-1
MY APPT. EXPIRES APRIL 11, 2012

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Second Extension of Time for SDR 21091

Project Address (Location) SEC Egan Crest and Grand Teton

Project Name _____ **Proposed Use** Multi Family Residential

Assessor's Parcel #(s) 126-13-501-022 **Ward #** _____

General Plan: existing PD proposed n/a **Zoning:** existing n/a proposed n/a

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER KB Home Nevada, Inc. **Contact** Janet Love

Address 5655 Badura Avenue **Phone:** (702) 266-8400 **Fax:** (702) 266-8623

City Las Vegas **State** NV **Zip** 89118

E-mail Address jlove@kbhome.com

APPLICANT KB Home Nevada, Inc. **Contact** Janet Love

Address 5655 Badura Avenue **Phone:** (702) 266-8416 **Fax:** (702) 266-8623

City Las Vegas **State** NV **Zip** 89118

E-mail Address jlove@kbhome.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Bob Gronauer

Address 8345 W. Sunset Road, Suite 250 **Phone:** 702-792-7000 **Fax:** 702-796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address rjg@kcnvlaw.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert McGibney

State of Nevada
County of Clark
Subscribed and sworn before me by Robert McGibney on this 4th day of May, 2011.

Janet E. Love
Notary Public in and for said County and State

JANET E. LOVE
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 04-88128-1
MY APPT. EXPIRES APRIL 11, 2012

FOR DEPARTMENT USE ONLY

Case #	EOT-41823
Meeting Date:	7-6-11
Total Fee:	300.00
Date Received:*	5-18-11
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.

SYMBOL SCHEDULE

- BUILDING NUMBER
- BUILDING/UNIT TYPE
- ELEVATION TYPE
- X | XX
- REFUSE ENCLOSURE – SEE SHEET 17.1
- ACCESSIBLE UNIT/PARKING – SEE DETAIL 2/S01
- PEDESTRIAN CROSSWALK – SEE DETAIL 6/S01
- NO. OF SPACES IN THAT PARKING BAY
- FIRE LANE AND TURNING RADIUS (32'/28')

PROJECT DATA

SITE DATA:

ADDRESS:	S.E.C. EGAN CREST WAY & GRAND TETON DRIVE CITY OF LAS VEGAS, NEVADA	
SITE AREA:		20.8 ACRES
PROPOSED ZONING:		R-4
PROPOSED USE:		MULTIFAMILY RESIDENTIAL
DENSITY (GROSS):	REQUIRED:	25 UNITS PER ACRE
	PROVIDED:	24.8 DAU / AC
OPEN SPACE:	REQUIRED:	100 S.F./UNIT = 49,200 S.F.
	PROVIDED:	196,800 S.F.

UNIT MIX:

UNIT TYPE	# UNITS
UNIT A1	99
UNIT A2	30
UNIT A3	87
UNIT B1	24
UNIT B2	93
UNIT B3	93
UNIT C1	48
LOFT	12
TOTAL:	492

BUILDING AREA: (GROSS)

BUILDING TYPE	AREA	QUANTITY	TOTAL AREA
BUILDING 1	16,832 S.F.	5	84,160 S.F.
BUILDING 2	29,544 S.F.	7	206,978 S.F.
BUILDING 3	14,070 S.F.	4	56,280 S.F.
BUILDING 5	18,432 S.F.	3	55,296 S.F.
BUILDING 9	18,647 S.F.	1	18,647 S.F.
BUILDING 15	15,972 S.F.	2	31,944 S.F.
BUILDING 17	19,632 S.F.	1	19,632 S.F.
BUILDING 8 (LOFT)	4,088 S.F.	6	24,528 S.F.
TOTAL:		29	509,463 S.F.

LOT COVERAGE: (TOTAL UNDER ROOF)

BUILDING TYPE	AREA	QUANTITY	TOTAL AREA
BUILDING 1	7,544 S.F.	5	37,720 S.F.
BUILDING 2	10,658 S.F.	7	75,992 S.F.
BUILDING 3	5,690 S.F.	4	22,760 S.F.
BUILDING 5	7,144 S.F.	3	21,432 S.F.
BUILDING 9	5,728 S.F.	1	5,728 S.F.
BUILDING 15	8,001 S.F.	2	16,002 S.F.
BUILDING 17	7,544 S.F.	1	7,544 S.F.
BUILDING 8 (LOFT)	2,200 S.F.	6	13,600 S.F.
CLUBHOUSE / MODELS	13,384 S.F.	1	13,384 S.F.
CABANA	1,063 S.F.	2	2,126 S.F.
TRASH ENCLOSURE	124 S.F.	14	1,736 S.F.
TOTAL:		45	214,104 S.F.

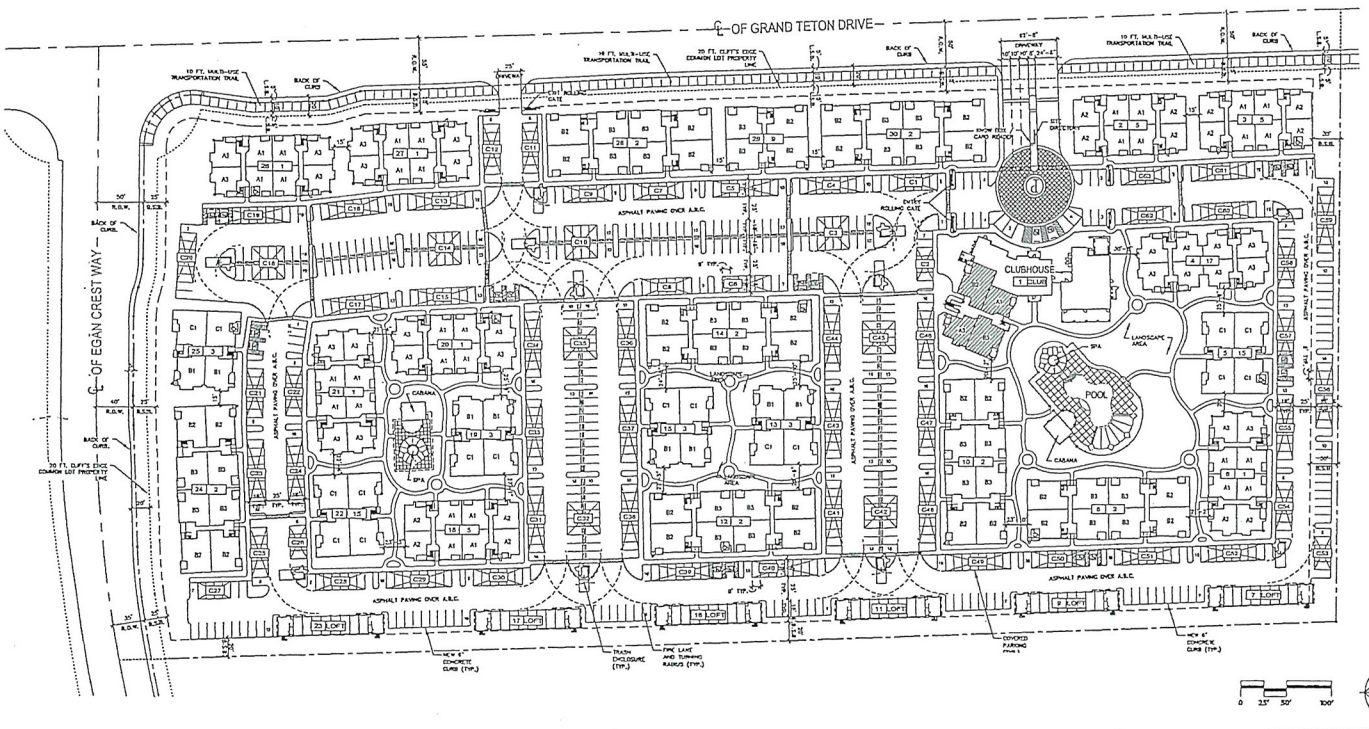
PARKING:

REQUIRED:	# UNITS		SPACES REQD.		
1 BEDROOM UNIT	222	x	1.25	=	278 P.S.
2 BEDROOM UNIT	222	x	1.75	=	368 P.S.
3 BEDROOM UNIT	48	x	2.00	=	96 P.S.
					742 P.S.
VISITOR PARKING	1 SPACE / 5 UNITS			=	98 P.S.
TOTAL REQUIRED:					800 P.S.
PROVIDED:					
UNCOVERED					379 P.S.
COVERED					442 P.S.
GARAGE					40 P.S.
TOTAL PROVIDED:					831 P.S.

ACCESSIBLE PARKING:	REQUIRED	PROVIDED
STANDARD ACCESSIBLE	2% x 831 = 16.62	30 P.S.
VAN ACCESSIBLE	1 PER 8 ACCESSIBLE STALLS = 3.3	3 P.S.

VICINITY MAP

biltform architecture group of nevada, inc.
1220 [illegible] road, suite 101
phoenix, arizona 85014
Phone: 602.255.6720 Fax: 602.255.6729



ARCHITECTURAL SITE PLAN

Picerne at Providence III

Rental Apartment Community

Las Vegas, Nevada

Picerne Development Corp.

1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

PHONE: (602) 279-4494 FAX: (602) 285-1805

REVISIONS

JOB NO.	06-275
DATE	MAY 1, 2011
SCALE	1" = 50'
SHEET NO.	A1.1

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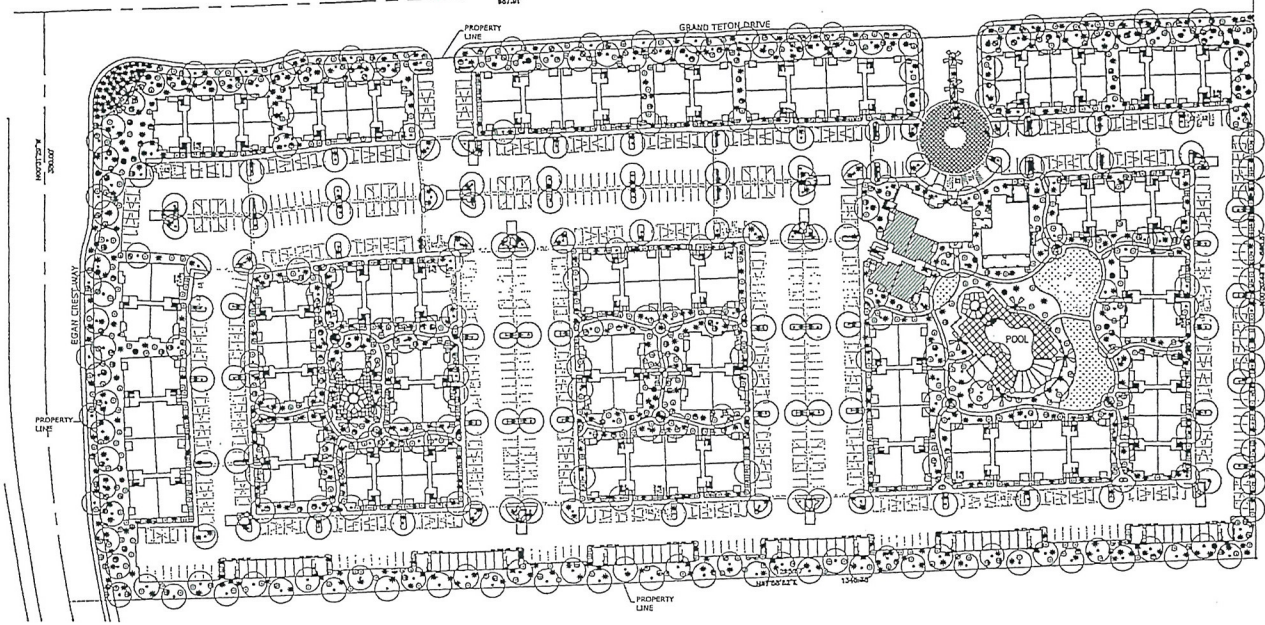

SCALE 1" = 50'

PRELIMINARY LANDSCAPE PLAN

PLANT LEGEND

TREES

SPECIES	SIZE	QTY
PRUNUS CERASIFERA 'ATROPURPUREA' PURPLE LEAF PLUM	36" BOX.	32
OLEA EUROPAEA SWAN HILL OLIVE	24" BOX MULTI	14
ULMUS PARVIFOLIA CHINESE EVERGREEN ELM	24" BOX	61
PINUS BRUTIA ELDARICA MONDEL PINE	15 GAL	49
ACACIA STENOPHYLLA SHOESTRING ACACIA	15 GAL	87
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT	24
CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	24" BOX	24
FRAXINUS VELUTINA 'RIO GRANDE' FAN-TEX ASH	24" BOX	77
THEVETIA NERIIFOLIA YELLOW OLEANDER TREE	15 GAL.	9
ACACIA ANEURA MULGA	15 GAL	58
CERCIS OCCIDENTALIS WESTERN REDBUD	15 GAL	88
ACACIA SMALLII SWEET ACACIA	15 GAL	75
CHITALPA TASHKENSIS HYBRID CHITALPA	15 GAL	30

SHRUBS

SPECIES	SIZE	QTY
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' SAGE	5 GALLON	542
LIGUSTRUM TEXANUM WAXLEAF PRIVET	5 GALLON	154
XYLOSMA CONGESTUM SHINNY XYLOSMA	5 GALLON	240
SALVIA GREGGII AUTUMN SAGE	5 GALLON	84
FEIJOA SELLOWIANA PINEAPPLE GUAVA	5 GALLON	74
DALEA FRUTESCENS BLACK DALEA	5 GALLON	443
LEUCOPHYLLUM CANDIDUM SILVER LEAF	5 GALLON	286
CASSIA ARTEMISIOIDES FEATHERY CASSIA	5 GALLON	412
PITTOSPORUM TOBIRA 'WHEELERI' WHEELER'S DWARF	5 GALLON	179
NANDINA DOMESTICA HEAVENLY BAMBOO	5 GALLON	111
LANTANA CAMARA RUSH LANTANA	5 GALLON	551
NERIUM OLEANDER HYBRIDS DWARF OLEANDER	5 GALLON	174

SHRUBS

SPECIES	SIZE	QTY
MUHLENBERGIA SPECIES DEER GRASS	5 GALLON	196
JUSTICIA SPICIGERA MEXICAN HONEYSUCKLE	5 GALLON	118
RUELLIA BRITTONIANA BLUE RUELLIA	5 GALLON	301
PHOTINIA FRASERI FRASER'S PHOTINIA	5 GALLON	110
RHAPHIOLEPIS INDICA INDIA HAWTHORN	5 GALLON	71
HESPERALOE PARVIFLORA RED YUCCA	5 GALLON	521
CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE	5 GALLON	337
HEMEROCALLIS SPP. DAYLILY	5 GALLON	351
TECOMA STANS ARIZONA YELLOW BELLS	5 GALLON	235
DIETES VEGETA FORTNIGHT LILY	5 GALLON	268
BOUGAINVILLEA SPECTES MOUNDING BOUGAINVILLEA	5 GALLON	348
LEXIOPE GIGANTEA LILYTURF	5 GALLON	179

GROUNDCOVERS

SPECIES	SIZE	QTY
GAZANIA RIGENS 'SUN GOLD' SUN GOLD GAZANIA	5 GAL.	149
CONVOLVULUS CNEORUM BUSH MORNING GLORY	5 GAL.	497
BAILEYA MULTIRADIATA DESERT MARIGOLD	5 GAL.	237
LANTANA SP. TRAILING PURPLE LANTANA/ NEW GOLD LANTANA	5 GAL. 50% PURPLE 50% YELLOW	1059
TRACHELOSPERMUM JASMINOIDES STAR JASMINE	5 GAL.	374
WEDELIA TRILOBATA YELLOW DOT	5 GAL.	296
VERBENA PULCHELLA VERBENA	5 GAL.	293
AGAPANTHUS AFRICANUS LILY OF THE NILE	5 GAL.	164

LANDSCAPE MATERIALS

	3/4" SCREENED DECOMPOSED GRANITE, 3" DEPTH, COLOR BY OWNER		
	3" - 5" DIA. 'SURFACE SELECT' GRANITE BOULDERS	33	
	BERMUDA	600	10,000 SF

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urban.graphite
providence III
s.e. corner of egan crest way & grand teton drive
city of las vegas, nevada

50

72-111..
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DE

0 25 50 100

NORTH

prelim.

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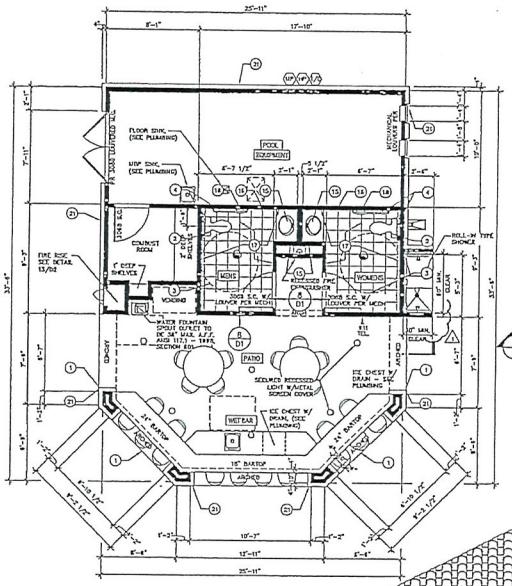

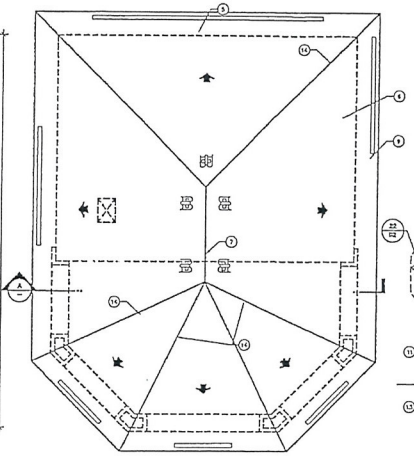

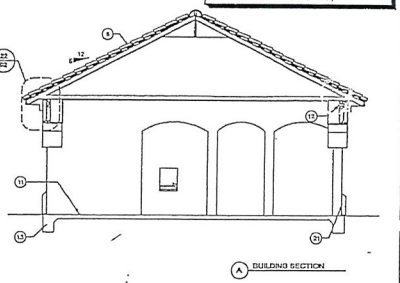

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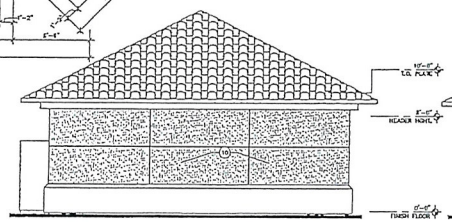

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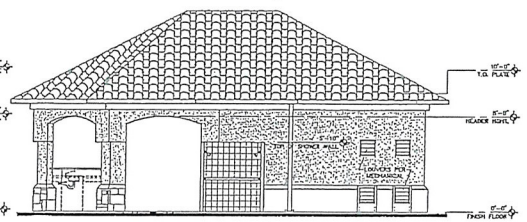

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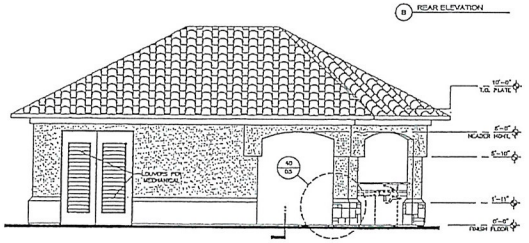

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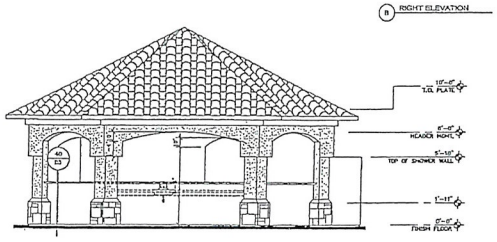

B FRONT ELEVATION

ROOF VENTILATION CALCULATIONS - BUILDING TYPE 1

ROOF AREA (S.F.) X 144/150 = REQUIRED VENT AREA (S.I.)

ROOF #	ROOF AREA S.F.	REQUIRED VENT AREA	FREE VENT AREA PROVIDED		
			EAVE VENT	CLOAK VENT	TOTAL PROVIDED
ROOF 1	1,043	1,001	–	(10) X 110	1,100

ROOF VENTILATION CALCULATIONS NOTES:

CLOAK VENT – 25 X 20 (FREE VENT AREA IS 190 S.I.) AS MANUFACTURED BY GENERAL METALS MANUFACTURING AND SUPPLY COMPANY OR EQUAL (NET FREE AREA SHALL BE THE SAME OR MEET THE REQUIREMENTS OF THE CALCULATION TABLE) EAVE VENT FREE VENT AREA IS 110 S.I. PER FOOT.

GENERAL ROOF PLAN NOTES:

1. CONCRETE TILE ROOF AREAS SHALL SLOPE 4:12 UNLESS NOTED OTHERWISE.
2. TYPICAL OVERHANG SHALL BE PER 22/02.
3. DASHED LINE INDICATES BUILDING BELOW
4. SAW CUT ROOF TILE AT VALLEYS, – TYP.
5. DORMER VENT SHALL BE FHA 20" x 20" (FREE VENT AREA IS 110 S.I) NET FREE AREA SHALL BE THE SAME OR MEET THE ABOVE REQUIREMENTS)

KEYED NOTING:

1. FRAMED ARCH AND POPOUT ABOVE.
2. HANDICAP WATER CLOSET – 17" HIGH.
3. 60" DIA. TURNING CIRCLE.
4. 36" AND 42", 1 1/2" STAINLESS STEEL GRAB BARS – PROVIDE SOLID BLOCKING SEE DETAIL 1/061.
5. LINE OF WALL BELOW.
6. CONCRETE ROOF TILE – TYPE "C" – I.C.B.O #ER-4825 WITH BITRESIN OVER 40# FELT ON PLYWOOD ROOF SHEATHING TYPICAL
7. RIDGE.
8. VALLEY.
9. FASCIA – SEE DETAIL 22/02.
10. STUCCO SYSTEM – SEE SHEET 3/PAL.
11. CONCRETE TOPPING TO MATCH POOL DECK OVER CONCRETE SLAB SEE STRUCTURAL DRAWINGS.
12. BEAM SEE STRUCTURAL DRAWINGS.
13. CONCRETE FOOTING SEE STRUCTURAL DRAWINGS.
14. MTL.
15. PLASTIC LAMINATE COUNTERTOP W/LAVATORY.
16. BOBRICK (B24903) PAPER TOWEL AND WASTE DISPOSER.
17. FLOOR TILE W/ TILE WAINSCOAT 4" A.F.F. ON WALLS.
18. BOBRICK (B4322) TOILET TISSUE DISPENSER.
19. BOBRICK (B822) LAV. MOUNTED SOAP DISPENSER.
20. CERAMIC TILE COUNTERTOP & BACKSPL.
21. BUILDING SKIRT – 30/03
22. CONTINUOUS SOFFIT VENT

SYMBOL SCHEDULE:

- INDICATES CLOAKED VENT
- DIRECTION OF SLOPE 4:12
- CEILING MOUNTED EXHAUST FAN PER MECHANICAL
- ACCESS PANEL – SEE 37/04

EXTERIOR COLOR SCHEME 1:

A	ROOF TILE	EAGLE ROOFING SHC 8771 "PUESTA DEL SOL BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #901 "SEA LANE"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "HALE VILLAGE"
D	PRIMARY STUCCO	KI #344 "LAKE SEASON"
E	SECONDARY STUCCO & GARAGE DOORS	KI #330 "TRAVEL COAT"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALO"

EXTERIOR COLOR SCHEME 2:

A	ROOF TILE	EAGLE ROOFING SHC 8402 "MISSION SANTA CRUZ"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #988 "STEWART HOUSE"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "HALE VILLAGE"
D	PRIMARY STUCCO	KI #322 "CENTURY BROWN"
E	SECONDARY STUCCO & GARAGE DOORS	KI #325 "TRADITIONAL TAN"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALO"

EXTERIOR COLOR SCHEME 3:

A	ROOF TILE	EAGLE ROOFING SUNSET BLEND 3646 "CAPISTRANO BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #963 "WOOD HAVEN"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "HALE VILLAGE"
D	PRIMARY STUCCO	KI #313 "AFTERNOON TEA"
E	SECONDARY STUCCO & GARAGE DOORS	KI #910 "SISAL"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALO"

CABANA C1 FLOOR, ROOF, & ELEVATION PLANS

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DATE FEBRUARY 23, 2
SCALE 1/4" =
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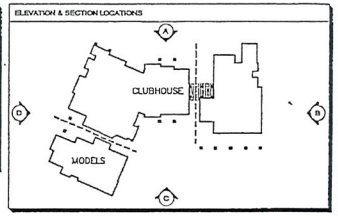
EXTERIOR COLOR SCHEME 1:	
(A) ROOF TILE	EAGLE ROOFING EMC #711 PUESTA DEL SOL BLEND
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	K1 #903 "SEA LANE"
(C) STUCCO FASCIA, TRIM AND POPOUTS	K2 #312 "HALE VILLAGE"
(D) PRIMARY STUCCO	K2 #344 "MAPLE SEASON"
(E) SECONDARY STUCCO & GARAGE DOORS	K3 #335 "CHAIS. COAT"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALE"

EXTERIOR COLOR SCHEME 2:	
(A) ROOF TILE	EAGLE ROOFING EMC 8403 "MISSION SANTA CRUZ"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	K1 #108 "STEWART HOUSE"
(C) STUCCO FASCIA, TRIM AND POPOUTS	K2 #312 "HALE VILLAGE"
(D) PRIMARY STUCCO	K3 #322 "CENTURY BROWN"
(E) SECONDARY STUCCO & GARAGE DOORS	K3 #335 "TRADITIONAL TAN"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALE"

EXTERIOR COLOR SCHEME 3:	
(A) ROOF TILE	EAGLE ROOFING CLASSIC BLEND 3418 "TAPESTRANO BLEND"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	K1 #262 "WOOD HAVEN"
(C) STUCCO FASCIA, TRIM AND POPOUTS	K2 #312 "HALE VILLAGE"
(D) PRIMARY STUCCO	K3 #323 "AFTERNOON TEA"
(E) SECONDARY STUCCO & GARAGE DOORS	K3 #610 "SEAL"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALE"

ELEVATION & SECTION LOCATIONS

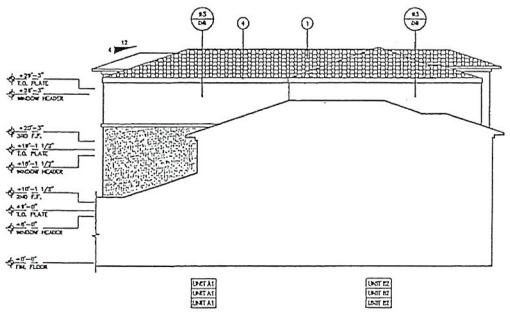


KEYED NOTES: (F)

1. CONCRETE ROOF TILE - E.C.B.G. EX 2634.
2. STUCCO SYSTEM
3. 4x8 TUBE STEEL TRELLIS
4. STUCCO FASCIA
5. FRAMED STUCCO COLUMN W/STONE VENEER BASE
6. STUCCO CHIMNEY
7. STUCCO POP-OUT
8. CRICKET
9. ALUMINUM WINDOW
10. STUCCO SKIRT
11. DECORATIVE METAL GRILL
12. CLOSED RISER STAIRS
13. METAL RAILING
14. SCUPPER
15. 48" WIDE X 8" HIGH DRAINAGE OPENING
16. PATIO/BALCONY WALL
17. STUCCO POP-OUT
18. PARAPET
19. OPTIONAL LOCATION OF BUILDING ADDRESS SIGN - SEE SITE PLAN SHEET A1.1 FOR EXACT LOCATIONS & REFER TO DETAIL 88/D8 FOR SIGNAGE AND MOUNTING HEIGHTS.

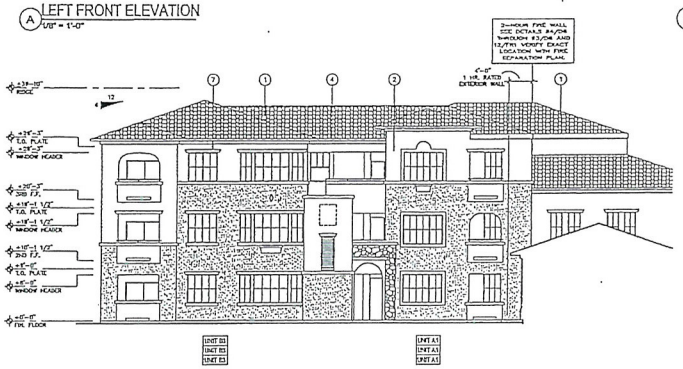
GENERAL NOTES

1. SEE SECTIONS FOR ADDITIONAL ELEVATIONS
2. ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. FOR EXTERIOR INSULATION AND FINISH SYSTEM SEE DETAIL 3/T3
4. STUCCO CONTROL JOINTS FOR EXTERIOR ELEVATIONS AS TO MINIMIZE CRACKING.



A LEFT FRONT ELEVATION
1/8" = 1'-0"

C RIGHT REAR ELEVATION
1/8" = 1'-0"



B LEFT REAR ELEVATION
1/8" = 1'-0"

D LEFT ELEVATION
1/8" = 1'-0"

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1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

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JOB NO.
DATE: FEBRUARY 22, 2
SCALE: 1/8" = 1
SHEET NO. A15.14

CLUBHOUSE
EXTERIOR ELEVATIONS

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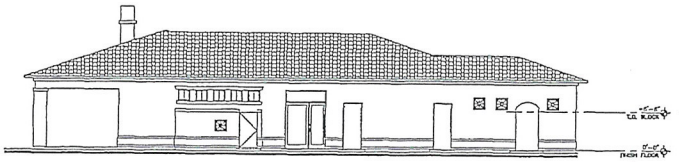
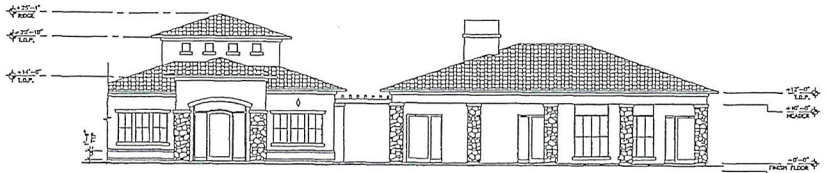
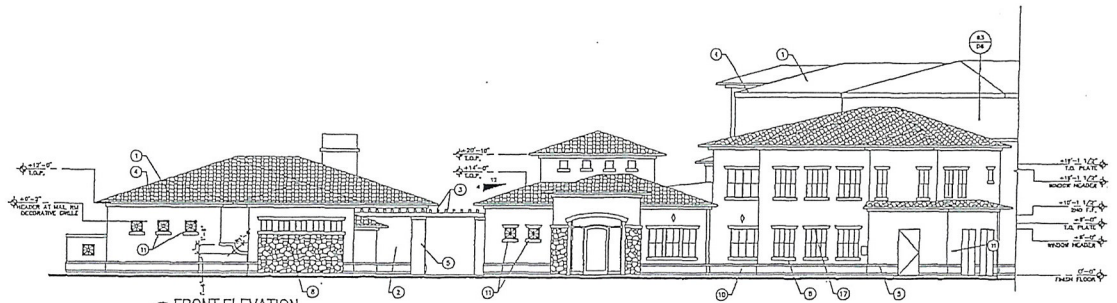


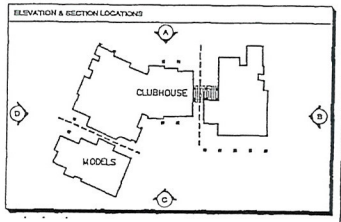
B RIGHT ELEVATION
1/8" = 1'-0"



C REAR ELEVATION
1/8" = 1'-0"



A FRONT ELEVATION
1/8" = 1'-0"



KEYED NOTES:

1. CONCRETE ROOF TILE – U.B.C. ER 2454.
2. STUCCO SYSTEM
3. 4x8 TUBE STEEL TRELLIS
4. STUCCO FASCIA
5. FRAMED STUCCO COLUMN W/STONE VENEER BASE
6. STUCCO CHIMNEY
7. STUCCO POP-OUT
8. CORBEL
9. ALUMINUM WINDOW
10. STUCCO SKIRT
11. DECORATIVE METAL GRILL
12. CLOSED RISER STAIRS
13. METAL RAILING
14. SCUPPER
15. 48" WIDE X 6" HIGH DRAINAGE OPENING
16. PATIO/BALCONY WALL
17. STUCCO POP-OUT
18. PARAPET
19. OPTIONAL LOCATION OF BUILDING ADDRESS SIGN – SEE SITE PLAN SHEET A1.1 FOR EXACT LOCATIONS & REFER TO DETAIL 8A/D4 FOR SIGNAGE AND MOUNTING HEIGHTS.

GENERAL NOTES

1. SEE SECTIONS FOR ADDITIONAL ELEVATIONS
2. ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. FOR EXTERIOR INSULATION AND FINISH SYSTEM SEE DETAIL 3/A91
4. STUCCO CONTROL JOINTS FOR EXTERIOR ELEVATIONS AS TO MINIMIZE CRACKING.

EXTERIOR COLOR SCHEME 1:

A ROOF TILE	EAGLE ROOFING SMC 4711 "PUESTA DEL SOL BLEND"
B DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	K2 #MC3 "SEA LAKE"
C STUCCO FASCIA, TRIM AND POPOUTS	K2 #382 "MALE VILLAGE"
D PRIMARY STUCCO	K2 #388 "MAPLE SEASONS"
E SECONDARY STUCCO & GARAGE DOORS	K2 #350 "CAMEL COAT"
F PEBBLESTONE ACCENT	EL DORADO STONE LIMESTONE "SHILO"

EXTERIOR COLOR SCHEME 2:

A ROOF TILE	EAGLE ROOFING SMC 4902 "MISSION SANTA CRUZ"
B DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	K2 #106 "STEWART MOSS"
C STUCCO FASCIA, TRIM AND POPOUTS	K2 #382 "MALE VILLAGE"
D PRIMARY STUCCO	K2 #333 "COUNTRY BROWN"
E SECONDARY STUCCO & GARAGE DOORS	K2 #338 "TRADITIONAL TAN"
F PEBBLESTONE ACCENT	EL DORADO STONE LIMESTONE "SHILO"

EXTERIOR COLOR SCHEME 3:

A ROOF TILE	EAGLE ROOFING SUNSET BLEND 3668 "CAMSTRAND BLEND"
B DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	K2 #381 "WOOD MANOR"
C STUCCO FASCIA, TRIM AND POPOUTS	K2 #382 "MALE VILLAGE"
D PRIMARY STUCCO	K2 #323 "AFTERNOON TEA"
E SECONDARY STUCCO & GARAGE DOORS	K2 #318 "SISAL"
F PEBBLESTONE ACCENT	EL DORADO STONE LIMESTONE "SHILO"

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JOB NO. 08
DATE: FEBRUARY 21, 2011
SCALE: 1/8" = 1'

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CLUBHOUSE
EXTERIOR ELEVATIONS

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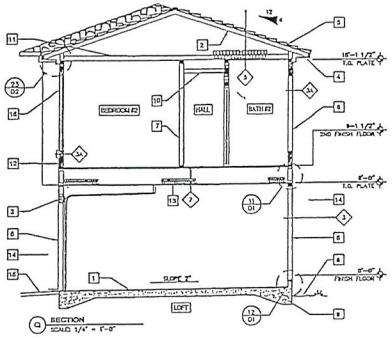

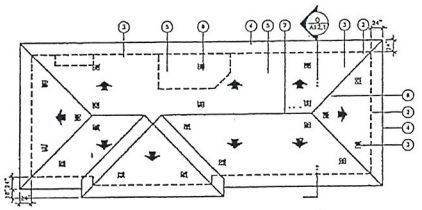

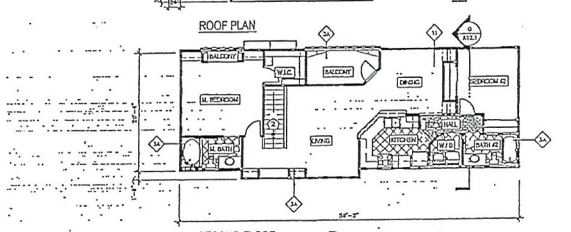

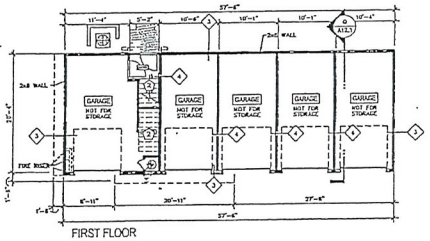

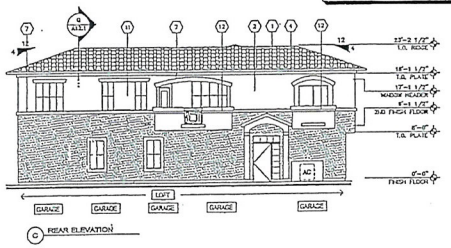

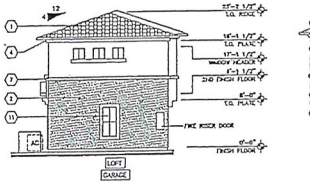

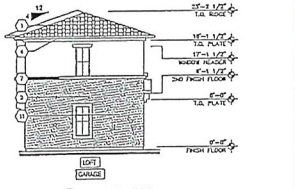

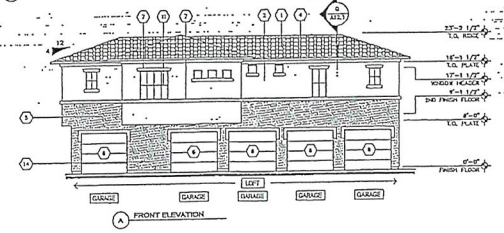

ROOF VENTILATION CALCULATIONS					
ROOF AREA (S.F.) x 1/150 = REQUIRED VENT AREA (S.I.)					
ROOF #	ROOF AREA	REQUIRED VENT AREA	VENT AREA PROVIDED		
			FLAT VENT	DORMER VENT	TOTAL PROVIDED
ROOF 1	1266	817	-	(8) X 110	880

ROOF VENTILATION CALCULATIONS NOTES:

1. DORMER VENT - 23 X 28 (FREE VENT AREA IS 110 S.I.) AS MANUFACTURED BY GENERAL METALS MANUFACTURING AND SUPPLY COMPANY OR EQUAL (LAST FREE AREA SHALL BE THE SAME OR MEET THE REQUIREMENTS OF THE CALCULATION TABLE.)

NOTE:

◇ - SEE SHEET FR1 FOR SOUND & FIRE RATED WALLS, FLOOR/CEILING & ROOF ASSEMBLIES.

SECTION KEY NOTES: #

1. CONCRETE SLAB PER STRUCTURAL
2. PREFAB WOOD TRUSS - SEE STRUCTURAL
3. BEAM PER STRUCTURAL
4. TYPICAL FASCIA - SEE DETAIL 22/02
5. CONCRETE TILE ROOF
6. STUCCO SYSTEM - SEE SHT FR1
7. GYP. BOARD PER WALLTYPE
8. FINISHED GRADE MIN. 8" BELOW FIN. FLR.
9. FOUNDATION SYSTEM PER STRUCTURAL
10. FLOOR-DOWN AT +8"-0" A.F.F. - SEE DETAIL 18/02.
11. R-30 BATT INSULATION @ ROOF
12. R-11 BATT INSULATION @ WALLS
13. R-19 BATT INSULATION @ FLOOR
14. LINE OF WALL BEYOND
15. REFER TO LANDSCAPE SHEETS FOR CONTINUATION OF HARDSCAPE
16. ALUMINUM WINDOW - SEE EXTERIOR ELEVATIONS

ELEVATION KEY NOTES: ∮

1. CONCRETE ROOF TILE - I.C.B.O. 2053
2. STUCCO SYSTEM - SEE DETAIL 3/FR1
3. STUCCO JOINTS
4. STUCCO FASCIA, SEE DETAIL 22/02
5. SCUPPER - SEE DETAIL 47/04
6. SECTIONAL OVERHEAD GARAGE DOOR
7. STUCCO POP-OUT - SEE DETAIL 41/04
8. SINGLE LITE FINISH DOOR.
9. STUCCO JOINTS.
10. CLASS BLOCK WINDOW
11. ALUMINUM WINDOW
12. PATIO/BALCONY WALL - SEE DETAIL 49 & 50/05
13. DECORATIVE STUCCO AROUND, SEE DETAIL 19/02.
14. 6 PANEL ENTRANCE DOOR.
15. OPTIONAL LOCATION OF BUILDING ADDRESS SIGN - SEE SITE PLAN SHEET A1.1 FOR EXACT LOCATIONS & REFER TO DETAIL 66/04 FOR SIGNAGE AND MOUNTING HEIGHTS.

EXTERIOR COLOR SCHEME 1:

(A)	ROOF TILE	EAGLE ROOFING SMC 8403 "MISSION SANTA BARBARA"
(B)	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #983 "SEA LANE"
(C)	STUCCO FASCIA, TRIM AND POPOUTS	KI #255 "SANTA'S BEARD"
(D)	PRIMARY STUCCO	KI #324 "MAPLE SEASON"
(E)	SECONDARY STUCCO & GARAGE DOORS	KI #530 "DOVE GRAY"
(F)	PIEDESTONE ACCENT	CULTURED STONE EUROPEAN CASTLE "CHARCONNAY"

EXTERIOR COLOR SCHEME 2:

(A)	ROOF TILE	EAGLE ROOFING SMC 8402 "MISSION SANTA CRUZ"
(B)	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #196 "STEWART HOUSE"
(C)	STUCCO FASCIA, TRIM AND POPOUTS	KI #255 "SANTA'S BEARD"
(D)	PRIMARY STUCCO	KI #332 "CENTURY BROWN"
(E)	SECONDARY STUCCO & GARAGE DOORS	KI #533 "TRADITIONAL TAN"
(F)	PIEDESTONE ACCENT	CULTURED STONE COUNTRY LEDGESTONE "CHARCONNAY"

EXTERIOR COLOR SCHEME 3:

(A)	ROOF TILE	EAGLE ROOFING SMC 8703 "DEL ORO"
(B)	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #318 "SUNSETRY"
(C)	STUCCO FASCIA, TRIM AND POPOUTS	KI #255 "SANTA'S BEARD"
(D)	PRIMARY STUCCO	KI #312 "SAGE VILLAGE"
(E)	SECONDARY STUCCO & GARAGE DOORS	KI #610 "COAL"
(F)	PIEDESTONE ACCENT	CULTURED STONE COUNTRY LEDGESTONE "CHARCONNAY"

KEYED NOTES: (#)

1. CHIMNEY - SEE DETAIL 30/07.
2. LINE OF WALL BELOW.
3. CLOSED ROOF VENT - SEE DETAIL 22/03
4. FASCIA - SEE DETAIL 22/02.
5. CONCRETE ROOF TILE - I.C.B.O. ER-4480.
6. HIP - SEAL TO DETAIL 28/03.
7. RIDGE - SEE DETAIL 34/03.
8. VALLEY - SEE DETAIL 24/03.
9. LINE OF ROOF BELOW.
10. RIDE STEEL TRELLIS FRAMING 4x8 TOP & BOTTOM.
11. CRICKET - PROVIDE MIN. SLOPE OF 1/4" PER FT.
12. PARAPET - SEE DETAIL 82/04.
13. LOCATION OF DRAFTSTOP AT ATTIC SPACE AND AT SOFFIT.
14. EAVE VENT - FIELD VERIFY LOCATION. COORDINATE WITH STRUCTURAL SHEAR WALL LOCATIONS.
15. MECHANICAL WELL - SEE DETAIL 77/07.
16. DRAIN & OVERFLOW W/3" ROOF DRAIN LEADERS TO DAY LIGHT - SEE DETAILS 83/08 AND 84/08.
17. 2" DRAIN & OVERFLOW FROM MECHANICAL WELL TO COURTYARD, SLOPE TO GRADE AT 1/4" PER FT.
18. LINE OF SOFFIT BELOW.
19. ROOF GUTTER AND DOWN-SPOUT.
20. [illegible]
21. 3-PLY BUILT UP CLASS "B" ROOF.

BYMBOL LEGEND

- DIRECTION OF ROOF SLOPE - 4/12 U.N.O.
- DIRECTION OF CRICKET SLOPE
- DRAFTSTOP SHALL BE CONTINUED TO UNDERSIDE OF ROOF SHEATHING INCLUDING BLOCK-UP CRICKETS & TO FACE OF EXTERIOR WALL & OVERHANG.
- INDICATES EAVE VENT
- INDICATES GLOVE VENT SEE DETAIL 22/03
- ATTIC ACCESS - SEE DETAIL 27/04
- 30"x 54" ROOF ACCESS - SEE DETAIL 78/07

GENERAL NOTES:

1. ALL PENETRATIONS OF FIRE-RESISTIVE ROOF OR WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO UNDERWRITERS LABORATORIES (UL) SYSTEM FOR THROUGH-PENETRATION FIRE STOP SYSTEMS." THE UL SYSTEM SHALL BE SELECTED FROM SPECIFIC DETAILS, FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL, WHICH SHOW COMPLETE CONFORMANCE TO THE UL SYSTEM TO THE ARCHITECT, AND SUCH DRAWINGS SHALL BE AVAILABLE TO CLARK COUNTY INSPECTORS. THE ORDINANCE SHALL BE SPECIFIED FOR EACH PENETRATION, WITH APPROPRIATE UL # PROVIDED WITH ALL PENETRATIONS.
2. DRAFTSTOPS SHALL BE CONTINUED TO UNDER SIDE OF ROOF SHEATHING INCLUDING BLOCK-UP CRICKETS, AND TO FACE OF EXTERIOR WALL & OVERHANG.
3. ATTIC VENTILATION IS REQUIRED, REFER TO CALCULATIONS THIS SHEET.
4. ROOFING SHALL BE INSTALLED IN ACCORDANCE W/ MANUFACTURER'S SPECIFICATIONS.
5. SEE SECTIONS FOR ADDITIONAL HEIGHTS.
6. CONC. ROOF TILES TYPE "S" I.C.B.O. ER-4480, W/ 2 EATONS CHOP NO. FELT OR EQUAL W/ 2 EA. UNDERLAYMENT.
7. TYPICAL ROOF SLOPE IS 4:12
8. SAW CUT ROOF TILE AT VALLEYS - TYP.
9. ROOF OVERHANGS SHALL BE 1'-4" U.N.O.
10. ALL ROOFS MUST BE A MINIMUM OF A CLASS-B RATING.

GENERAL NOTES

1. ALL WORK/IMPROVEMENT SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE WORK/IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION

ALL APPLICABLE ZONING, BUILDING, FIRE, HEALTH, HANDICAP ACCESSIBILITY AND ENVIRONMENTAL LAWS).

2. SEE SECTIONS FOR ADDITIONAL ELEVATIONS
3. ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. FOR STUCCO SYSTEM SEE DETAIL 3/FR1
5. HORIZONTAL CONTROL JOINTS @ FINISH FLOOR LINE AND VERTICAL CONTROL JOINTS @ OPENINGS - TYPICAL AT ALL EXTERIOR ELEVATIONS

BUILDING AREA (GROSS)

FIRST FLOOR:	1,122 S.F.
SECOND FLOOR:	1,348 S.F.
TOTAL:	2,470 S.F.

biltform
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1288 east wilcox road , suite 12
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phone 602.265.0250 fax 602.265.

Piceme at Pebble Creek Pkwy & Indian School Road
Rental Apartment Community
City of Goodyear, Maricopa County, Arizona

Piceme Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS	
1	3/7/06 ISSUED FOR CONSTRUCTION
2	3/7/06 OWNER COMMENTS
3	3/15/06 OWNER COMMENTS
4	-
5	-
JOB NO.	06
DATE	JANUARY 13, 2
SCALE	1/4" = 1
SHEET NO.	A11.1

LOFT - BUILDING TYPE L2
BUILDING & ROOF PLANS, ELEVATIONS, AND SECTION Q

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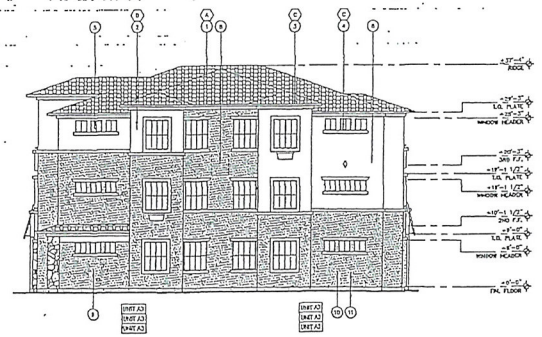
EOT-41823

A FRONT & REAR ELEVATION
1/8" = 1'-0"

C STREET SIDE ELEVATION
1/8" = 1'-0"



B LEFT & RIGHT ELEVATION
1/8" = 1'-0"

ELEVATION KEY NOTES: (1)

1. CONCRETE ROOF TILE – I.C.B.O. 2013
2. STUCCO SYSTEM – SEE DETAIL 3/TR1
3. STUCCO FASCIA, SEE DETAIL 22/D2
4. STUCCO POP-OUT – SEE DETAIL 41/D4
5. ALUMINUM WINDOW
6. FIELDSTONE ACCENT
7. FAUX FLOWER PLANTER
8. BUILDING IDENTIFICATION SIGN
9. METER PACK LOCATION
10. TELEPHONE SERVICE LOCATION
11. CABLE TELEVISION LOCATION

EXTERIOR COLOR SCHEME 1: ◯

(A) ROOF TILE	EAGLE ROOFING SMC 8711 "PUESTA DEL SOL BLEND"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #903 "SEA LANE"
(C) STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "HALE VILLAGE"
(D) PRIMARY STUCCO	KI #384 "MAPLE SEASON"
(E) SECONDARY STUCCO & GARAGE DOORS	KI #333 "CAMEL COAT"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHILO" I.C.B.O. #LF-2568

EXTERIOR COLOR SCHEME 2: ◯

(A) ROOF TILE	EAGLE ROOFING SMC 8402 "MISSION SANTA CRUZ"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #196 "STEWART HOUSE"
(C) STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "HALE VILLAGE"
(D) PRIMARY STUCCO	KI #322 "CENTURY BROWN"
(E) SECONDARY STUCCO & GARAGE DOORS	KI #333 "TRADITIONAL TAN"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHILO" I.C.B.O. #LF-2568

EXTERIOR COLOR SCHEME 3: ◯

(A) ROOF TILE	EAGLE ROOFING SLIMCET BLEND 3448 "CAMSTRAND BLEND"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #282 "WOOD HAVEN"
(C) STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "HALE VILLAGE"
(D) PRIMARY STUCCO	KI #323 "AFTERNOON TEA"
(E) SECONDARY STUCCO & GARAGE DOORS	KI #918 "SISAL"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHILO" I.C.B.O. #LF-2568

biltform architecture

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Picerne at Providence III

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Las Vegas, Nevada

Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469
PHONE: (602) 279-8484 FAX: (602) 265-1993

REVISIONS:
1 -
2 -
3 -
4 -
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JOB NO. 06-875
DATE: FEBRUARY 22, 2007
1/8" = 1'-0"

A5.4

BUILDING TYPE 1
EXTERIOR ELEVATIONS

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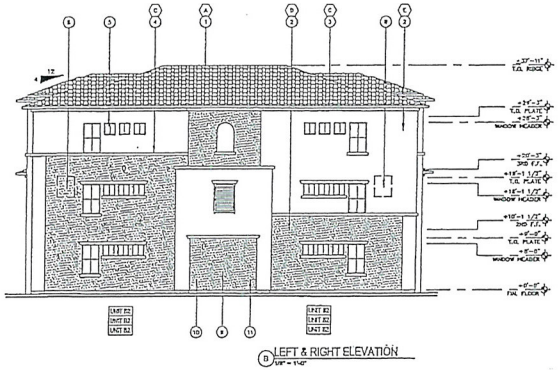
MAY 18 2011
City of Las Vegas

EOT-41823

A FRONT & REAR ELEVATION
1/8" = 1'-0"

C STREET SIDE ELEVATION
1/8" = 1'-0"



B LEFT & RIGHT ELEVATION
1/8" = 1'-0"

ELEVATION KEY NOTES: (F)

1. CONCRETE ROOF TILE - U.C.B.O. 26A3
2. STUCCO SYSTEM - SEE DETAIL 3/9701
3. STUCCO FASCIA, SEE DETAIL 22/R2
4. STUCCO POP-OUT - SEE DETAIL 41/D4
5. ALUMINUM WINDOW
6. FIELDSTONE ACCENT
7. FAUX FLOWER PLANTER
8. BUILDING IDENTIFICATION SIGN
9. METER PACK LOCATION
10. TELEPHONE SERVICE LOCATION
11. CABLE TELEVISION LOCATION

EXTERIOR COLOR SCHEME 1: (1)

A	ROOF TILE	EAGLE ROOFING SHC 8701 "MUSEUM RED, BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #903 "SEA LANE"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "MALE VILLAGE"
D	PRIMARY STUCCO	KI #344 "MAPLE SEASON"
E	SECONDARY STUCCO & GARAGE DOORS	KI #258 "SOFT COAT"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHADOW CLIFF" U.C.B.O. #FF-3568

EXTERIOR COLOR SCHEME 2: (2)

A	ROOF TILE	EAGLE ROOFING SHC 8402 "MISSION SANTA CRUZ"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #796 "STEWART MOSS"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "MALE VILLAGE"
D	PRIMARY STUCCO	KI #322 "CENTURY BROWN"
E	SECONDARY STUCCO & GARAGE DOORS	KI #333 "TRADITIONAL TAN"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHADOW CLIFF" U.C.B.O. #FF-3568

EXTERIOR COLOR SCHEME 3: (3)

A	ROOF TILE	EAGLE ROOFING CLASSIC BLEND 3448 "CAMARILLO BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #852 "WOOD MANOR"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "MALE VILLAGE"
D	PRIMARY STUCCO	KI #323 "AFTERNOON TEA"
E	SECONDARY STUCCO & GARAGE DOORS	KI #1-6 "SISAL"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHADOW CLIFF" U.C.B.O. #FF-3543

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Piceme at Providence III
Rental Apartment Community
Las Vegas, Nevada

Piceme Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS:
1 -
2 -
3 -
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JOB NO. 808
DATE FEBRUARY 21, 20
SCALE 1/8" = 1'

A6.4

BUILDING TYPE 2
EXTERIOR ELEVATIONS

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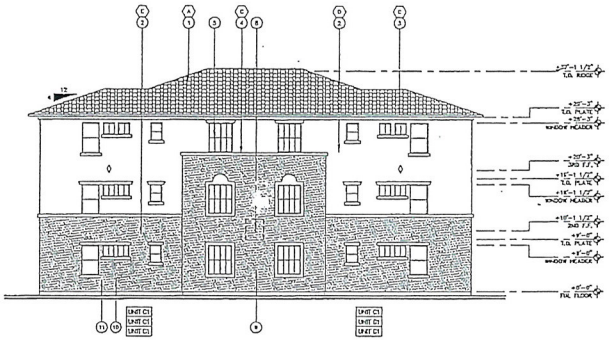

C RIGHT ELEVATION
1/8" = 1'-0"

A FRONT ELEVATION
1/8" = 1'-0"

D LEFT ELEVATION
1/8" = 1'-0"

B REAR ELEVATION
1/8" = 1'-0"

ELEVATION KEY NOTES: (J)

1. CONCRETE ROOF TILE – I.C.B.O. 3063
2. STUCCO SYSTEM – SEE DETAIL 3/7R1
3. STUCCO FASCIA, SEE DETAIL 22/22
4. STUCCO POP-OUT – SEE DETAIL 41/04
5. ALUMINUM WINDOW
6. FIELDSTONE ACCENT
7. FAUX FLOWER PLANTER
8. BUILDING IDENTIFICATION SIGN
9. METER PACK LOCATION
10. TELEPHONE SERVICE LOCATION
11. CABLE TELEVISION LOCATION

EXTERIOR COLOR SCHEME 1: (O)

(A) ROOF TILE	EAGLE ROOFING SMC #711 "PUESTA DEL SOL BLEND"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	(K) #903 "SEA LANE"
(C) STUCCO FASCIA, TRIM AND POPOUTS	(K) #512 "HALE VILLAGE"
(D) PRIMARY STUCCO	(K) #364 "MAPLE SEASON"
(E) SECONDARY STUCCO & GARAGE DOORS	(K) #330 "CAMEL COAT"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHIELD" I.C.B.O. #LR-3548

EXTERIOR COLOR SCHEME 2: (O)

(A) ROOF TILE	EAGLE ROOFING SMC #402 "MISSION SANTA CRUZ"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	(K) #196 "STEWART HOUSE"
(C) STUCCO FASCIA, TRIM AND POPOUTS	(K) #512 "HALE VILLAGE"
(D) PRIMARY STUCCO	(K) #322 "CENTURY BROWN"
(E) SECONDARY STUCCO & GARAGE DOORS	(K) #335 "TRADITIONAL TAN"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHIELD" I.C.B.O. #LR-3548

EXTERIOR COLOR SCHEME 3: (O)

(A) ROOF TILE	EAGLE ROOFING SLINGER BLEND 3148 "CAPISTRANO BLEND"
(B) DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	(K) #282 "WOOD HAVEN"
(C) STUCCO FASCIA, TRIM AND POPOUTS	(K) #512 "HALE VILLAGE"
(D) PRIMARY STUCCO	(K) #323 "AFTERNOON TEA"
(E) SECONDARY STUCCO & GARAGE DOORS	(K) #610 "SISAL"
(F) FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHIELD" I.C.B.O. #LR-3548

BUILDING TYPE 3
EXTERIOR ELEVATIONS

biltform architecture

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Phone 602.265.6220 Fax 602.265[illegible]

Picerne at Providence III
Rental Apartment Community
Las Vegas, Nevada

Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS
1 -
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JOB NO. 06
DATE: FEBRUARY 23, 2
SCALE: 1/8" = 1'
SHEET NO.
A7.4

BILTFORM ARCHITECTURE GROUP, I

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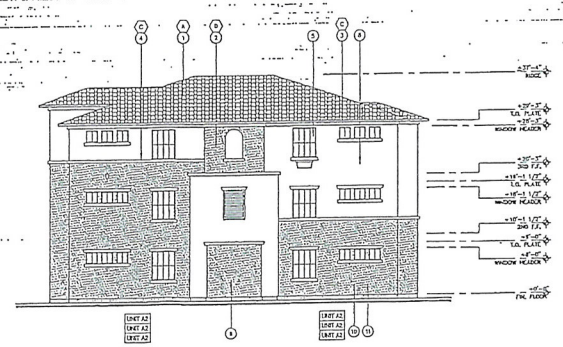
MAY 18 2011
City of Las Vegas

EOT-41823

A FRONT & REAR ELEVATION
1/8" = 1'-0"

C STREET SIDE ELEVATION
1/8" = 1'-0"



B LEFT & RIGHT ELEVATION
1/8" = 1'-0"

ELEVATION KEY NOTES: (#)

1. CONCRETE ROOF TILE – I.C.B.O. 2013
2. STUCCO SYSTEM – SEE DETAIL 3/FR1
3. STUCCO FASCIA, SEE DETAIL 22/02
4. STUCCO POP-OUT – SEE DETAIL 41/04
5. ALUMINUM WINDOW
6. FIELDSTONE ACCENT
7. FAUX FLOWER PLANTER
8. BUILDING IDENTIFICATION SIGN
9. METER PACK LOCATION
10. TELEPHONE SERVICE LOCATION
11. CABLE TELEVISION LOCATION

EXTERIOR COLOR SCHEME 1: (○)

A	ROOF TILE	EAGLE ROOFING SHC 8711 "PUESTA DEL SOL BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #903 "SEA LANE"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #512 "HALE VILLAGE"
D	PRIMARY STUCCO	KI #344 "NAPLE SEASON"
E	SECONDARY STUCCO & GARAGE DOORS	KI #530 "CAMEL COAT"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHIELD" I.C.B.O. #ER-3368

EXTERIOR COLOR SCHEME 2: (○)

A	ROOF TILE	EAGLE ROOFING SHC 8402 "MISSION SANTA CRUZ"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #196 "STEWART HOUSE"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #512 "HALE VILLAGE"
D	PRIMARY STUCCO	KI #322 "CENTURY BROWN"
E	SECONDARY STUCCO & GARAGE DOORS	KI #525 "TRADITIONAL TAN"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHIELD" I.C.B.O. #ER-3368

EXTERIOR COLOR SCHEME 3: (○)

A	ROOF TILE	EAGLE ROOFING SUNSET BLEND 3343 "CAPISTRANO BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #242 "WOOD HAVEN"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #512 "HALE VILLAGE"
D	PRIMARY STUCCO	KI #323 "AFTERNOON TEA"
E	SECONDARY STUCCO & GARAGE DOORS	KI #618 "SEAL"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHIELD" I.C.B.O. #ER-3368

BUILDING TYPE 5
EXTERIOR ELEVATIONS

biltform architecture

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1220 east sahara road, suite 10
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Picerne at Providence III

Rental Apartment Community
Las Vegas, Nevada

Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS:
1 -
2 -
3 -
4 -
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JOB NO. 06.0
DATE: FEBRUARY 12, 20
SCALE: 1/8" = 1'

A8.4

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MAY 18 2011
City of Las Vegas

EOT-41823

A FRONT & REAR ELEVATION
1/8" = 1'-0"

B RIGHT ELEVATION
1/8" = 1'-0"

C LEFT ELEVATION
1/8" = 1'-0"

ELEVATION KEY NOTES: (F)

1. CONCRETE ROOF TILE - I.C.B.O. 2983
2. STUCCO SYSTEM - SEE DETAIL 3/A31
3. STUCCO FASCIA, SEE DETAIL 22/D2
4. STUCCO POP-OUT - SEE DETAIL 1/1/D4
5. ALUMINUM WINDOW
6. FIELDSTONE ACCENT
7. FAUX FLOWER PLANTER
8. BUILDING IDENTIFICATION SIGN
9. METER PACK LOCATION
10. TELEPHONE SERVICE LOCATION
11. CABLE TELEVISION LOCATION

EXTERIOR COLOR SCHEME 1: (1)

A	ROOF TILE	EAGLE ROOFING SMC 8779 "PUESTA DEL SOL BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #303 "SEA LANE"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "MALE VILLAGE"
D	PRIMARY STUCCO	KI #344 "MAPLE SEASON"
E	SECONDARY STUCCO & GARAGE DOORS	KI #330 "SUMMIL COAST"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALE" I.C.B.O. #ER-3308

EXTERIOR COLOR SCHEME 2: (2)

A	ROOF TILE	EAGLE ROOFING SMC 8422 "MISSION SANTA CRUZ"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #198 "STEWART HOUSE"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "MALE VILLAGE"
D	PRIMARY STUCCO	KI #323 "CENTURY KHAKI"
E	SECONDARY STUCCO & GARAGE DOORS	KI #335 "TRADITIONAL TAN"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALE" I.C.B.O. #ER-3308

EXTERIOR COLOR SCHEME 3: (3)

A	ROOF TILE	EAGLE ROOFING SMC 8422 "CAPISTRANO BLEND"
B	DOORS, SHUTTERS, STAIR & BALCONY RAILINGS, & FLOWER PLANTERS	KI #303 "WOOD HAVEN"
C	STUCCO FASCIA, TRIM AND POPOUTS	KI #312 "MALE VILLAGE"
D	PRIMARY STUCCO	KI #323 "AFTERNOON TEA"
E	SECONDARY STUCCO & GARAGE DOORS	KI #198 "TEXAS"
F	FIELDSTONE ACCENT	EL DORADO STONE LIMESTONE "SHALE" I.C.B.O. #ER-3308

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Piceme at Providence III
Rental Apartment Community
Las Vegas, Nevada

REVISIONS	
1	-
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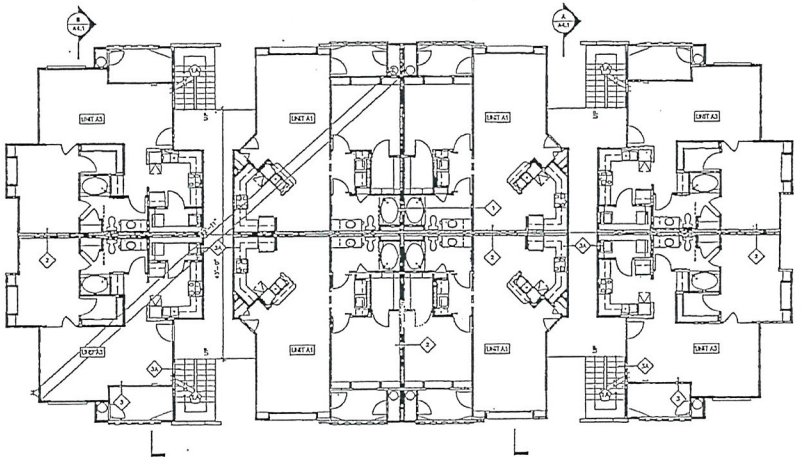
5	-
6	-
JOB NO.	05.1
DATE:	FEBRUARY 22, 2
SCALE:	1/8" = 1

A9.3

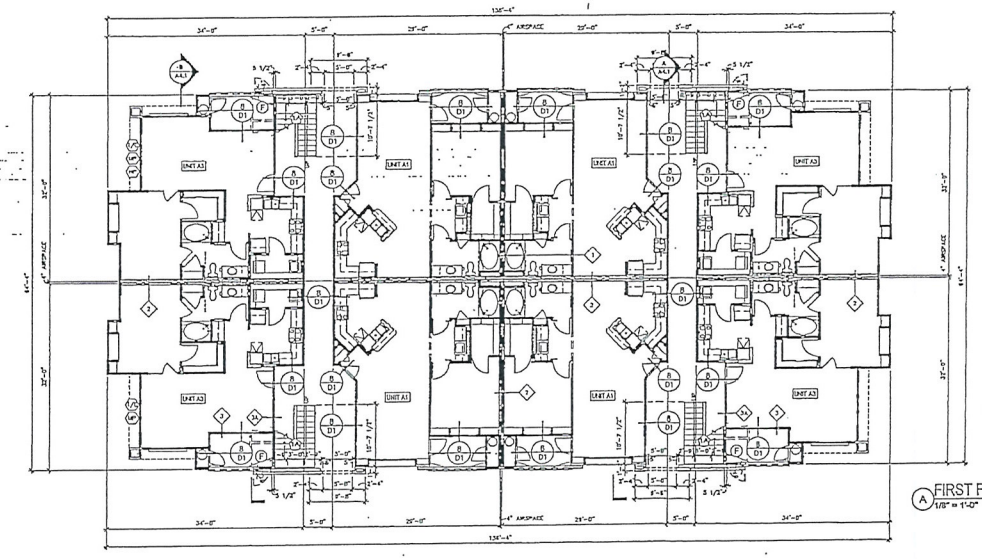
BUILDING TYPE 9
EXTERIOR ELEVATIONS

RECEIVED
MAY 18 2011
City of Las Vegas

EOT-41823



B SECOND FLOOR PLAN
1/8" = 1'-0"



A FIRST FLOOR PLAN
1/8" = 1'-0"

SYMBOL SCHEDULE

- (W) METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION, VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START, METER PACK SHORT SHALL NOT PROJECT MORE THAN 1" PAST ANY ELECTRICAL EQUIPMENT SEE DETAIL SHEETS FOR SHORT DET., SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION
- (T) TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, ONE @ EACH BLDG. PLAN. SEE ELECTRICAL FOR EXACT LOCATION, VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START. SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- (#) INDICATES STAIR TYPE, SEE SHEET A4.1 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS – SEE DETAIL 37/D4
- SEE SHEET F#1 FOR SOUND AND FIRE RATED DETAILS
- CONDENSING UNIT
- (F) OPTIONAL FIRE RISER LOCATION, SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- FE PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 4'-0"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A2.1, A2.2, A2.3, A2.4, A2.5, A2.15, A2.16, A2.17
2. DIMS TO FACE OF STUD U.N.O.

biltform

biltform architectu group of nevada, inc.

Picerne at Providence III
Rental Apartment Community
Las Vegas, Nevada

Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS

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DATE: FEBRUARY 22, 2005
SCALE: 1/8" = 1'-0"
SHEET NO.

BUILDING TYPE 1
1ST & SECOND FLOOR PLANS

A5.1

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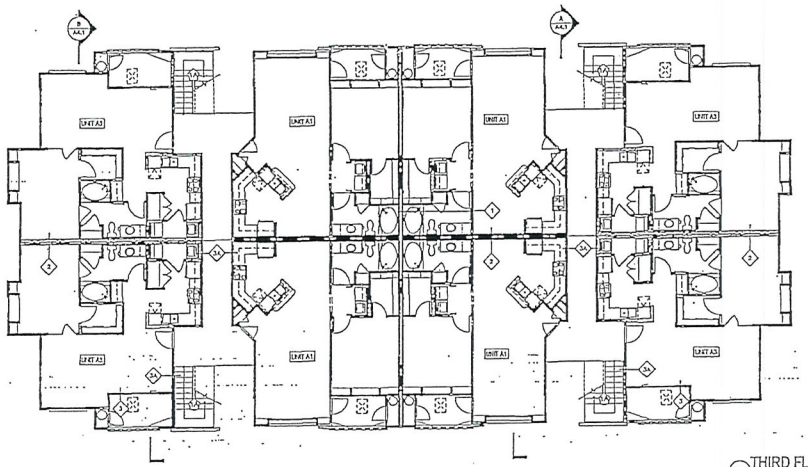

A THIRD FLOOR PLAN
1/8" = 1'-0"

SYMBOL SCHEDULE

- (MP) METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION, VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START, METER PACK DOOR SHALL NOT PROJECT MORE THAN 9" PAST ANY ELECTRICAL EQUIPMENT SEE INTAL SHEETS FOR SIMILAR DETAIL, SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION
- (TC) TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, ONE @ EACH BLDG. PLAN, SEE ELECTRICAL FOR EXACT LOCATION, VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START, SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- (#) REMOVABLE STAIR TYPE, SEE SHEET A3.4.5 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS – SEE DETAIL 27/D4
- (#) SEE SHEET FOR SOUND AND FIRE RATED DETAILS
- CONDENSING UNIT
- (F) OPTIONAL FIRE RISER LOCATION, SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- F.E. PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 42"

BUILDING PLAN NOTES

1. FI R TYPICAL UNIT PLANS SEE SHEETS A2.1, A2.2, A2.6, A2.8, A2.12, A2.13, A2.17
2. DIMS TO FACE OF STUD U.N.O.

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JOB NO. 06-025
DATE FEBRUARY 23, 2007
SCALE 1/8" = 1'-0"
SHEET NO A5.2

BUILDING TYPE 1 - THIRD FLOOR

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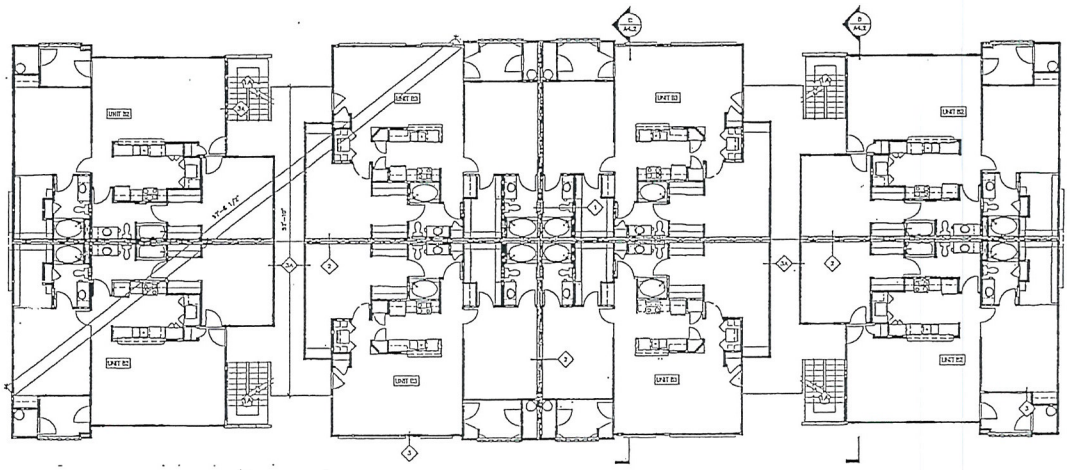
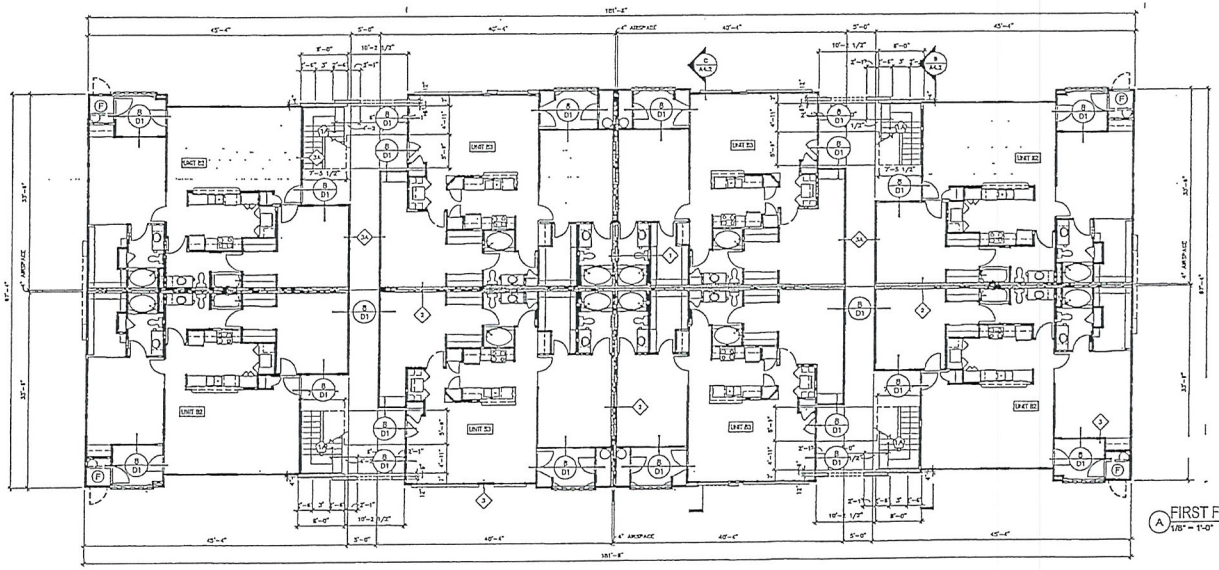


B SECOND FLOOR PLAN
1/8" = 1'-0"



A FIRST FLOOR PLAN
1/8" = 1'-0"

BUILDING TYPE 2
FIRST & SECOND FLOOR PLANS

SYMBOL SCHEDULE

(M) METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION, VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START, METER PACK SKIRT SHALL NOT PROJECT MORE THAN 8" PAST ANY ELECTRICAL EQUIPMENT SEE DETAIL SHEETS FOR SKIRT DET., SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION

(TA) TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, QUIC @ EACH BLDG. PLAN, SEE ELECTRICAL FOR EXACT LOCATION, VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START, SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.

(#) INDICATES STAIR TYPE, SEE SHEET A1.1 FOR STAIR PLANS AND STAIR SECTIONS

ATTIC ACCESS - SEE DETAIL 27/D4

1 SEE SHEET F91 FOR SOUND AND FIRE RATED DETAILS

CONDENSING UNIT

(F) OPTIONAL FIRE RISER LOCATION, SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.

PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 41"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A2.1, A2.2, A2.3, A2.4, A2.5, A3.1 & A3.2
2. DIMS TO FACE OF STUD U.N.O.

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1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

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DATE FEBRUARY 22, 2011
SCALE 1/8" = 1'-0"
SHEET NO. A6.1

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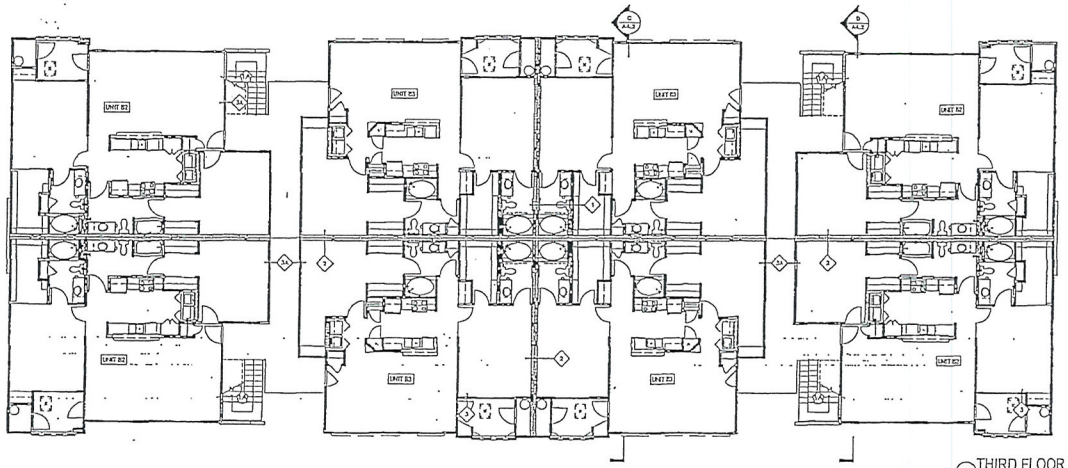

A THIRD FLOOR PLAN
1/8" = 1'-0"

BUILDING TYPE 2
THIRD FLOOR

SYMBOL SCHEDULE

- MP — METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION. VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START. METER PACK BOXES SHALL NOT PROJECT MORE THAN 1" PAST ANY ELECTRICAL EQUIPMENT SEE DETAIL SHEETS FOR SIGHT DET. SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION
- A — TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, ONE @ EACH BLDG. PLAN. SEE ELECTRICAL FOR EXACT LOCATION. VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START. SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- # — INDICATES STAIR TYPE. SEE SHEET A1.4.1 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS – SEE DETAIL 37/04
- SEE SHEET 6R1 FOR SOUND AND FIRE RATED DETAILS
- CONDENSING UNIT
- F — OPTIONAL FIRE RISER LOCATION. SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- F.E. — PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 43"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A2.1, A2.2, A2.4, A2.9, A2.12, A3.15, A3.17
2. DIMS TO FACE OF STUD U.N.O.

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JOB NO. 65-078
FEBRUARY 22, 2007
SCALE 1/8" = 1'-0"
SHEET NO.
A6.2

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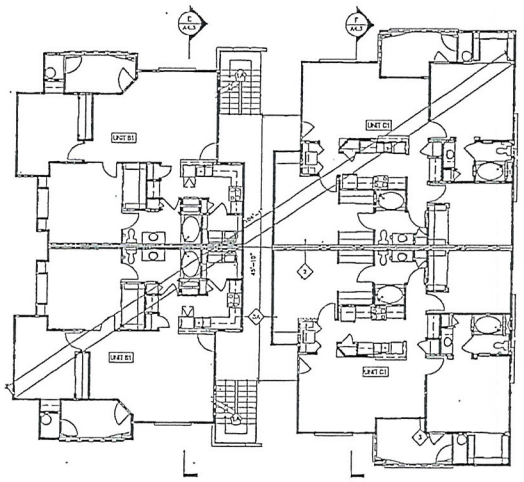
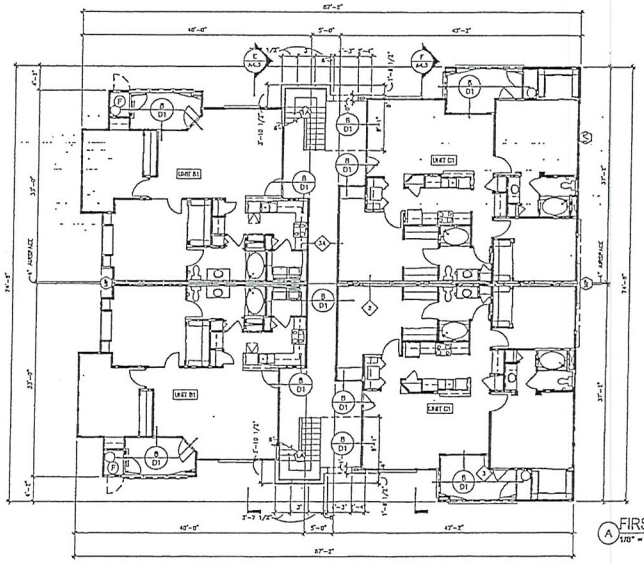


B SECOND FLOOR PLAN
1/8" = 1'-0"



A FIRST FLOOR PLAN
1/8" = 1'-0"

SYMBOL SCHEDULE

- (W) METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION, VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START, METER PACK DEPTH SHALL NOT PROJECT MORE THAN 9" FROM WALL SEE ELECTRICAL EQUIPMENT SIZE DETAIL SHEETS FOR SHEET DET, SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION
- (T) TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, ONE @ EACH BLDG. PLAN, SEE ELECTRICAL FOR EXACT LOCATION, VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START, SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- (P) INDICATES STAIR TYPE, SEE SHEET A1.4.3 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS – SEE DETAIL 37/D4
- SEE SHEET FR1 FOR SOUND AND FIRE RATED DETAILS
- CONDENSING UNIT
- (F) OPTIONAL FIRE RISER LOCATION, SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- F.E. PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 48"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A1.1, A2.3, A3.4, A3.5, A3.15, A3.17, A3.17
2. DIMS TO FACE OF STUD U.N.O.

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architecture

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1238 and suite 101
phone: (602)283-8780 fax: 602.283.8

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JOB NO. 04-03
DATE FEBRUARY 22, 2005
SCALE 1/8" = 1'-0"

A7.1

BUILDING TYPE 3
FIRST & SECOND FLOOR PLANS

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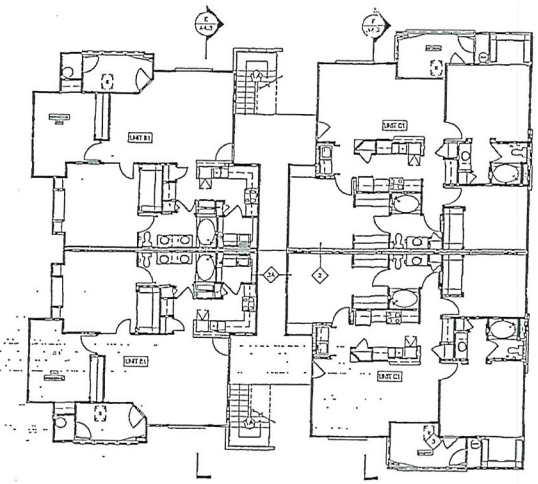

A THIRD FLOOR PLAN
1/8" = 1'-0"

SYMBOL SCHEDULE

- (MP) METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION, VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START. METER PACK BOXES SHALL NOT PROJECT MORE THAN 6" PAST ANY ELECTRICAL EQUIPMENT SEE DETAIL SHEETS FOR SHAFT DET., SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION
- (T/B) TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, SHOWN ON FLOOR PLAN. SEE ELECTRICAL FOR EXACT LOCATION. VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START. SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- (#) INDICATES STAIR TYPE. SEE SHEET A3.1 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS -- SEE DETAIL 27/D4
- SEE SHEET A9.1 FOR SOUND AND FIRE RATED DETAILS
- STACKING UNIT
- (F) OPTIONAL FIRE RISER LOCATION. SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- F.E. PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 42"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A3.1, A3.2, A3.4, A3.5, A3.11, A3.12, A3.17
2. DIMS TO FACE OF STUD U.N.O.

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DRAWN: EH
CHK'D: DH
DATE: 04.01
SHEET NO.
A7.2

BUILDING TYPE 3
THIRD FLOOR

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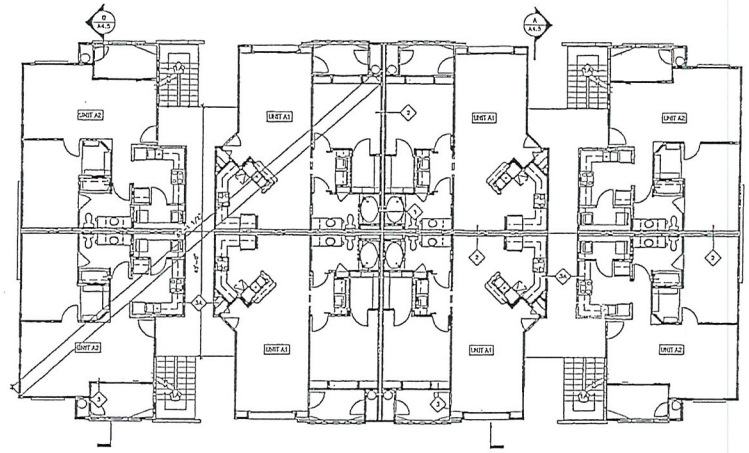
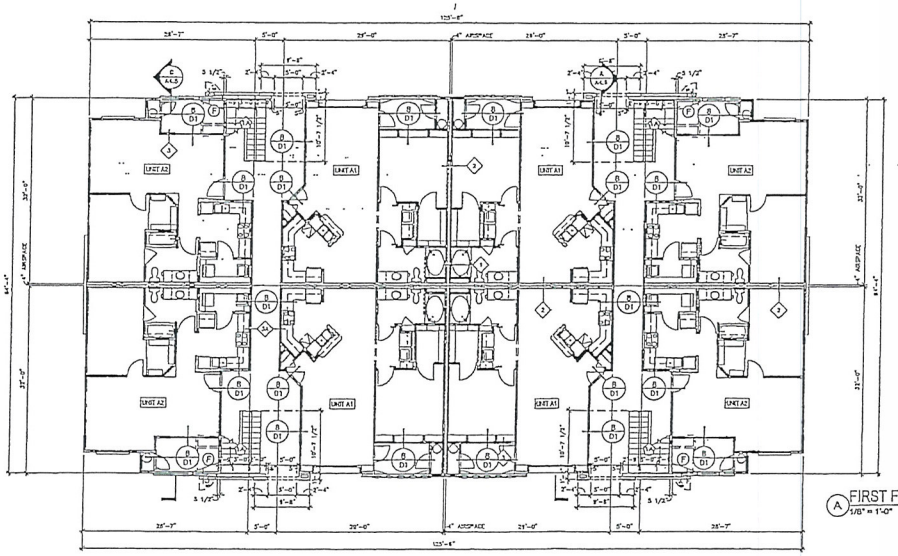


B SECOND FLOOR PLAN
1/8" = 1'-0"



A FIRST FLOOR PLAN
1/8" = 1'-0"

SYMBOL SCHEDULE

- (MP) METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION, VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START, METER PACK SHALL NOT PROJECT MORE THAN 4" PAST ANY ELECTRICAL EQUIPMENT SEE DETAIL SHEETS FOR SHEET DET., SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION
- (TA) TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, ONE IS EACH BLDG. PLAN. SEE ELECTRICAL FOR EXACT LOCATION, VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START, SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- (F) RECESSED STAIR TYP'S, SEE SHEET A3.4.1 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS - SEE DETAIL 37/D4
- SEE SHEET TYP. FOR SOUND AND FIRE RATED DETAILS
- CONDENSING UNIT
- (P) OPTIONAL FIRE RISER LOCATION, SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 48"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A3.1, A3.2, A3.4, A3.12, A3.13, A3.17
2. DIMS TO FACE OF STUD U.N.O.

BUILDING TYPE 5
FIRST & SECOND FLOOR PLANS

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Piceme at Providence III
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JOB NO. 06.43
DATE: FEBRUARY 22, 2011
SCALE: 1/8" = 1'-0"
SHEET NO. A8.1

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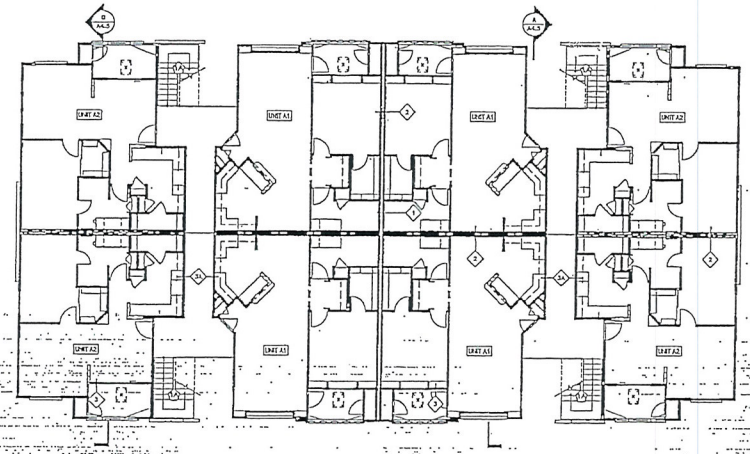

A THIRD FLOOR PLAN
1/8" = 1'-0"

SYMBOL SCHEDULE

- MP — METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION. VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START. METER PACK SIGHT SHALL NOT PROJECT MORE THAN 1" PAST ANY ELECTRICAL EQUIPMENT SEE DETAIL SHEETS FOR SHORT SIZE. SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION
- A — TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, ONE @ EACH BLDG. PLAN. SEE ELECTRICAL FOR EXACT LOCATION. VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START. SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- D — INDICATES STAIR TYPE. SEE SHEET A14.1 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS — SEE DETAIL 37/D4
- SEE SHEET FF1 FOR SOUND AND FIRE RATED DETAILS
- CONDENSING UNIT
- F — OPTIONAL FIRE RISER LOCATION. SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- F.E. — PORTABLE FIRE EXTINGUISHER WITH CABINET NOT TO BE LOCKED INSTALLED AT A MAXIMUM HEIGHT OF 42"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A2.1, A2.3, A2.8, A2.9, A2.12, A2.13, A2.17
2. DIMS TO FACE OF STUD U.N.O.

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JOB NO. 88-87
DATE: FEBRUARY 22, 20
1/8" = 1'-0

A8.2

BUILDING TYPE 5
THIRD FLOOR

UNIT GROUP, INC

EOT-41823

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UNIT 1A ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CEILING
LIVING ROOM	1	3	4	4
DINING ROOM	1	3	4	4
KITCHEN	2	3	4	4
BEDROOMS	1	3	4	4
HALLWAY	1	3	4	4
CLOSETS	1	3	4	4
ENTRY	2	3	4	4
W/D	2	3	4	4
WALL	1	3	4	4
STAIRS	5	4	4	5

TYPICAL MATERIALS:

1. CARPET
2. 12" x 12" CERAMIC TILE
3. WOOD BASE
4. EXPOSED/ROUGH TEXTURE – PAINTED
5. 1" EPOXCRETE @ 2ND & 3RD FLOORS EXPOSED CONCRETE @ 1ST FLR.
6. NO BASE

LIGHT AND VENTILATION REQUIREMENTS

EXTERIOR UNIT CONDITION – SEE BUILDING PLANS

	LIVING ROOM / DINING	BEDROOM
ROOM SQ. FT.	344	134
LIGHT REQUIRED (8%)	27.52	10.72
LIGHT PROVIDED	45	28
VENT REQUIRED (4%)	13.8	5.4
VENT PROVIDED	25.5	15

LIGHT AND VENTILATION REQUIREMENTS

INTERIOR UNIT CONDITION – SEE BUILDING PLANS

	LIVING ROOM / DINING	BEDROOM
ROOM SQ. FT.	344	134
LIGHT REQUIRED (8%)	27.52	10.72
LIGHT PROVIDED	45	28
VENT REQUIRED (4%)	17.3	6.7
VENT PROVIDED	25.5	14

GENERAL NOTES:

A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE EXCEPT 6 PANEL MASONITE (PAINT)

B. IN ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR AREA 5.7 S.F. DIRECTLY TO PATIENT, MINIMUM NET OPENABLE WIDTH SHALL BE 20", HEIGHT 24"(REVISED 2" FROM MINIMUM).

C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE INTERNATIONAL HOUSING CODE SHALL BE SAFETY GLAZING IN COMPLIANCE WITH THE U.B.C.

D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.

E. W.R. GYP. BOARD TO EXTEND 6 INCHES OF 4" PAST LINE OF FIBERGLASS SURROUND IN BATH/SHOWER AREAS.

F. INSTALL SMOOTHED CERAMIC TILE SURROUNDS (INCLUDES SURROUND) TO 6'-0" A.F.F. AT ALL SHOWER/TUB AREAS. U.N.O.

G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 16" O.C. UNLESS NOTED OTHERWISE.

H. GYP. BD. ROUNDED CORNERS AT ALL OUTSIDE CORNERS.

I. CLOTHES WASHER SHALL ALWAYS BE TO THE LEFT OF CLOTHES DRYER. COORDINATE AT KITCHEN PLANS (TYP.).

J. ALL WALL MOUNTED EXHAUST FANS TO BE LOCATED @ +84" A.F.F.

K. INSULATE WATER SUPPLY, WASTE PIPES @ PARTYWALLS AND FLOOR/CEILING AREAS TO AVOID NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.

L. ALL WATER CLOSETS SHALL BE 15" CLEAR MIN. FROM CENTERLINE, UNLESS NOTED OTHERWISE (18" @ ADA TYPE "A," AND TYPE "B" WHERE SHOWN).

M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS FROM ALL SLABS, ETC. TO MAINTAIN SOUND RATING & FIRE RATING.

N. WINDOWS SHALL BE PROVIDED WITH VERTICAL BLINDS. FRENCH DOORS SHALL BE PROVIDED WITH HORIZONTAL BLINDS.

O. ENTRY DOOR SHALL BE FIBERGLASS COLORIST 8-PANEL(PAINT) WITH 1809WCH9/30WCH9R, NOT LESS THAN 1 3/8" THICK PAINT GRADE METAL ENTRY DOOR (20-MIN RATED). HARDWARE SHALL INCLUDE DEADBOLT, KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE. ALL GROUND FLOOR UNITS SHALL HAVE LEVER TYPE HARDWARE ON EXTERIOR AND INTERIOR SIDE OF ENTRY DOOR. EXTERIOR DOOR SHALL BE EQUIPPED WITH A PEEP HOLE @ 60" A.F.F. KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE.

P. WHEN HINGES ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED HINGES SHALL BE EQUIPPED WITH NON-REMOVABLE PINS. PINS OR A MECHANICAL INTERLOCK TO PREVENT REMOVAL OF THE DOOR FROM THE EXTERIOR BY REMOVING THE HINGE PINS. NOT LESS THAN (2) 4-1/2" STEEL BUTT HINGES SHALL BE SYMMETRICALLY LOCATED TO BOTH THE DOOR & FRAME, WITH NOT LESS THAN (4) # 8-3/4" WOOD SCREWS OR TO THE METAL WITH NOT LESS THAN (4) #8 MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN TRIMMERS AND WOOD DOOR JAMBS SHALL BE STUD SHIMMED EXTENDING NOT LESS THAN 6" ABOVE AND BELOW THE PLATE.

Q. ALL SHEAR PANELS SHALL BE CONTINUOUS TO FORM A FLAT WALL SURFACE.

R. STRIKE PLATE INSTALLATION: IN WOOD-FRAME CONSTRUCTION, AT DOOR SPACE BETWEEN TRIMMERS & WOOD DOOR-JAMBS SHALL BE SOLID SHIMMED BY A SINGLE PIECE EXTENDING NOT LESS THAN 12" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (4) #8 X 2" SCREWS, WHICH SHALL HAVE A MIN. OF 3/4" PENETRATION INTO THE NEAREST STUD. STRIKE PLATES WHEN ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN THAN (4) #3 MACHINE SCREWS.

S. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HEIGHT WITH 1:2 SLOPE. ENTRY DOORS SHALL HAVE PEEP HOLE @ 42"-54" MAX. A.F.F.

T. WINDOWS FRAMES SHALL BE TAN/SANDSTONE. HEADER 12. HEIGHTS SHALL BE 8'-0" A.F.F.

U. REFER TO OWNER'S "COLORING PLAN" FOR ADDITIONAL INFORMATION OR OTHER FINISHES NOT INDICATED ON THESE PLANS.

V. ALLOW CARPET RETAINER WITH CENTERLINE OF DOOR IN CLOSED POSITION OR CENTERLINE OF JAMB @ CYP. RD. OPENING. (U.A.B.)

W. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NO HIGHER THAN 48" FROM TOP OF SWITCH & NO LOWER THAN 15" ABOVE THE FLOOR. IF THE REACH IS OVER AN OBSTRUCTION BETWEEN 20" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44". OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25" FROM THE WALL WHEN AN A CONTROL.

X. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO UNDERWRITERS LABORATORIES LISTINGS FOR "THROUGH-PENETRATION FIRE STOP SYSTEMS." THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS DETAILS FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL WHICH SHOW COMPLETE CONFORMANCE TO THE U.B. LISTING TO THE ARCHITECT, AND SUCH DRAWINGS SHALL BE AVAILABLE TO THE INSPECTORS. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE U. # PROVIDED WITH ALL VARIABLES DETAILED.

Y. ALL CERAMIC FLOOR UNIT BATH/SHOWER SHALL HAVE WALLS ADJACENT TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON THE TYPE-A "AND TYPE "B" UNIT PLANS AND SHEET A3.25 & A3.26.

Z. ALL SLIDING GLASS DOORS TO HAVE PIN SECURITY HARDWARE AT BOTTOM – PROVIDE PIN LOCATIONS 6" FROM OPENING.

AA. WC AT ENTRY SHALL BE SIZED TO PREVENT ENTRY DOOR/ACTUATOR STRIKING FROM TOUCHING THE W.C.

BB. ALL WOOD TRIM AT DOORS, WALL BASE AND FRAMED OPENINGS SHALL BE COLONIAL PAINTED.

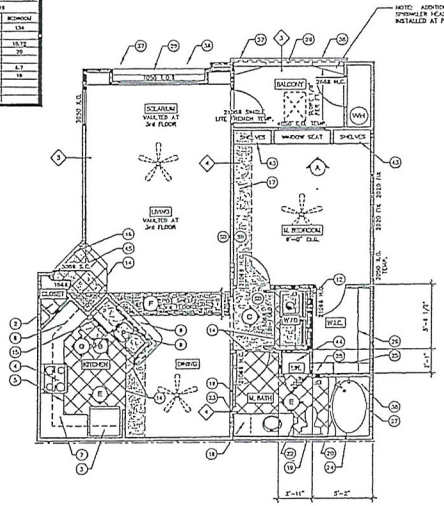
CC. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS.

DD. UNDERSINK UTILITY ROOM B-FIELD DOORS 2" FOR WAVE-UP AIR.

EE. PROVIDE TEMPERED GLAZING FOR SHOWER STALL DOOR.

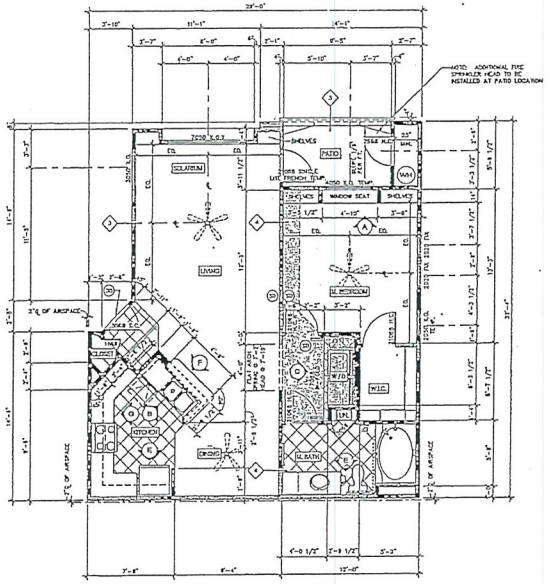
KEYED NOTES:

1. CENTERLINE OF 4" AIRSPACE
2. 12" DEEP WIRE SHELF AND COAT HANGING ROD
3. REFRIGERATOR
4. OVEN (FRONT PANEL CONTROLS AT ANGLE TYPE "A" UNITS.) EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. STAINLESS STEEL SINK W/ DISPOSAL
9. PLASTIC LAM. BAR TOP
10. (4) 10WT MCSH WIRE PANTRY STACK SHELVES
11. 2x4 (2x6) LOW WALL
12. 8" PLUMBING WALL
13. WINDOW SEAT W/ FACE FRAME – SEE DET. 03/04
14. CARPET RETAINER
15. DISHWASHER
16. ALUM. THRESHOLD MILL FNL – 1/2" MAX. HT. (ENTRY & PATIO DOORS ONLY)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE – SEE DETAIL 27/03
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH WITH FULL WIDTH MIRROR
19. 24" TOWEL BAR/TOWEL RING
20. CURVED SHOWER ROD
21. OPTIONAL FIRE EXTINGUISHER) WALL LOCATION, SEE SITE PLAN, BUILDING PLANS, FIRE PROTECTION PLANS, & DETAIL 13/03
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. FIXTURE CONTROL AREA
25. 3 – PLASTIC COATED WIRE SHELF W/ WIREMAL ROD. (CLOSET WALL OR DBL.) @ MSTR. PCH OWNER
26. 1 – PLASTIC COATED WIRE SHELF W/ WIREMAL ROD. (CLOSET WALL OR DBL.) @ MSTR. PCH OWNER
27. SOAP DISH
28. (5) WIRE STACK SHELVES
29. 48" x 6" INCH DRAINAGE OPENING
30. SLAB TO BE FLUSH TO PATIO(S) AND TYPE "A" ACCESS @ FIRST FLOOR 1/8" PCH FOOT SLOPE 5'-0" FROM ENTRY DOOR (SEE LANDSCAPE PLAN FOR SIDEWALKS)
31. 2" MIN. MASONRY CURB, 8/SQ FELT AND SHEATHING – SLOPE CONC. 1/4" PCH FT. TO OPENINGS
32. 14" PLASTIC LAM. BAR TOP
33. WATER HEATER TO HAVE TEMP. & PRESSURE RELIEF VALVE TO EXTERIOR
34. DRYWALL LEDGE @ +30"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO/BALCONY WALL W/H POPOUTS – SEE DETAIL 19A/03/03
37. STUCCO SOFFIT @ 8'-0"
38. CEILING DETAIL AT TUB – SEE DETAIL 22/03
39. ACCESS PANEL – SEE DETAIL 27/04 – ROOF
40. 12" DEEP CABINET WITH 3' FLUORESCENT FIXTURE
41. POT SHELF @ 8'-2" OR 6'-8" TO BOTTOM, SEE DETAIL 24/03
42. DOOR – SEE DETAIL 30/03
43. (4) DRYWALL SHELVES 12" DEEP – SEE DETAIL 03/04
44. (2) WIRE LINEN SHELVES
45. 6 PANEL METAL DOOR
46. FIRE HOSE, SEE SITE PLAN FOR LOCATION, SEE DETAIL 13/03 FOR OTHER INFORMATION
47. MOT USED
48. TEMPERED GLASS SHOWER STALL DOOR
49. SOLID WALL AT STAIR LOCATIONS
50. PROVIDE 4HR TYPE "A" FIRE DAMPERS AT THE PENETRATIONS – SEE MECHANICAL PLANS



UNIT A1 (ANSI TYPE "B")

SECOND FLOOR	ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO 1ST FLOOR U.N.O.		
	Livable	=	727 S.F.
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)	Storage	=	11 S.F.
	Balcony	=	49 S.F.
	Total	=	817 S.F.



UNIT A1 (ANSI TYPE "B")

FIRST FLOOR	ALL DIMENSIONS AT 1ST FLOOR TO APPLY TO 2ND AND 3RD FLOOR U.N.O.		
	Livable	=	727 S.F.
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)	Storage	=	11 S.F.
	Patio	=	49 S.F.
	Total	=	817 S.F.

UNIT A1 FLOOR PLANS

SYMBOL SCHEDULE:

- INDICATES 8'-0" A.F.F. TURN DOWN
- INDICATES 7'-0" MIN. A.F.F. TURN DOWN SEE DETAIL 27/03
- SMOKE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CARBON MONOXIDE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CEILING MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS UPPER FLOOR ONLY
- WALL MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS 1ST AND SECOND FLOOR ONLY
- SEE SHEET F01 FOR SOUND AND FIRE RATED ASSEMBLIES
- CERAMIC TILE APPLIED (WITH CRACK ISOLATION MEMBRANE)

bitform architecture

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Piccerne at Providence III

Rental Apartment Community

Las Vegas, Nevada

Piccerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469
PHONE: (602) 274-4444 FAX: (602) 235-1605

REVISIONS:	
1	-
2	-
3	-
4	-
5	-
6	-
JOB NO:	05-478
DATE:	FEBRUARY 22, 2007
	1/4" = 1'-0"

A2.1

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UNIT A2 ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CEILING
LIVING ROOM	1	3	4	4
DINING ROOM	1	3	4	4
KITCHEN	1	3	4	4
BEDROOMS	1	3	4	4
BATHS	2	3	4	4
CLOSETS	1	3	4	4
ENTRY	1	3	4	4
W/D	2	3	4	4
HALL	1	3	4	4
STORAGE	2	6	4	4

TYPICAL MATERIALS:

1. CARPET
2. 12" x 12" CERAMIC TILE
3. WOOD BASE
4. EMULSION(wall) TEXTURE – PAINTED (NOTE: INTERIOR CEILING AND WALL FINISHES SHALL HAVE A FLAME SPREAD RATING OF NOT LESS THAN CLASS C PER UBC SECTION 803.3)
5. 1" CONCRETE @ 2ND & 3RD FLOORS EXPOSED CONCRETE @ 1ST FLR.
6. NO BASE.

GENERAL NOTES:

A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE COLONIST 6 PANEL MASONITE (PAINT)

B. IN ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR (MIN. 5.7 S.F., EXPOSED TO OUTSIDE, MINIMUM NET OPENABLE WIDTH SHALL BE 20", HEIGHT 24"(PRODUCT 3' FROM MINIMUM).

C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE INTERNATIONAL BUILDING CODE SHALL BE SAFETY GLAZING IN COMPLIANCE WITH THE U.B.C.

D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.

E. W.R. GYP. BOARD TO EXTEND A MINIMUM OF 6" PAST LINE OF FACELESS SURROUND IN BATH/SHOWER AREAS.

F. INSTALL SIMULATED CERAMIC TILE SURROUND (STENCILLED SURROUND) TO 6'-0" A.F.F. AT ALL SHOWER/TUB AREAS U.N.O.

G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 24" O.C. UNLESS NOTED OTHERWISE.

H. GYP. BD. BOXINGS/SOFFITS AT ALL OUTSIDE CORNERS.

I. CLOSENESS WALLS(S) SHALL ALWAYS BE TO THE LEFT OF CLOTHES DRYER, COORDINATE AT REVERSE PLANS (TYP.).

J. ALL WALL MOUNTED EXHAUST FANS TO BE LOCATED @ +96" A.F.F.

K. INSULATE WATER SUPPLY, WASTE PIPES & PARTYWALLS AND FLOOR/CEILING AREAS TO PREVENT NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.

L. ALL WATER CLOSETS SHALL BE 15" CLEAR MIN. FROM CENTERLINE, UNLESS NOTED OTHERWISE (18" @ ADA) TYPE "A" / AND TYPE "B" WHERE SHOWN).

M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS FROM ALL FLRS, ETC. TO MAINTAIN SOUND RATING & FIRE RATING.

N. WINDOWS SHALL BE PROVIDED WITH VERTICAL BLINDS. FRENCH DOORS SHALL BE PROVIDED WITH HORIZONTAL BLINDS.

O. ENTRY DOOR SHALL BE FINGERLOCK COLONIST 6-PANEL(PAINT) WITH BRONZE/SMOKEY, NOT LESS THAN 1 3/8" THICK PLANT GRADE METAL ENTRY DOOR (20-GAGE RATED), HARDWARE SHALL INCLUDE DEADBOLT, KEY OPERATED FROM EXTERIOR SIDE & PASSAGE TURN ON THE INTERIOR SIDE. ALL DOORS AND DOOR FRAMES SHALL HAVE A LEVER STYLE HANDLE ON THE EXTERIOR SIDE OF ENTRY DOOR. EXTERIOR STORAGE ROOM DOOR SHALL BE FLUSH PAINT GRADE HOLLOW CORE KEY LOCK @ 48" MAX. A.F.F., KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE.

P. WHEN HINGES ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED HINGES SHALL BE EQUIPPED WITH NON-REMOVABLE HINGE PINS OR A MECHANICAL ANTISLOCK TO PREVENT REMOVAL OF THE DOOR FROM THE EXTERIOR BY REMOVING THE HINGE PINS. NOT LESS THAN (3) 4-1/2" STEEL BUTT HINGES SHALL BE SYMMETRICALLY FASTENED TO BOTH THE DOOR & FRAME WITH NOT LESS THAN (4) #8-3/4" WOOD SCREWS OR TO THE METAL WITH NOT LESS THAN (4) #8 MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN STUDS AND WOOD DOOR JAMBS SHALL BE SOLID SHIMMED EXTENDING NOT LESS THAN 8" ABOVE AND BELOW THE STRIKE.

Q. ALL SWING PANELS SHALL BE CONTINUOUS TO FORM A FLAT WALL SURFACE.

R. STRIKE PLATE INSTALLATION IN WOOD-FRAME CONSTRUCTION, AN OPEN SPACE BETWEEN JAMBS & WOOD DOOR-JAMBS SHALL BE SOLID SHIMMED BY A SINGLE PIECE EXTENDING NOT LESS THAN 12" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (4) #8 BY 3" SCREWS, WHICH SHALL HAVE A MIN. OF 3/4" PENETRATION INTO THE NEAREST STUD. STRIKE PLATES WHEN ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN THAN (4) #8 MACHINE SCREWS.

S. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HIGHER, WITH 1:2 SLOPE. ENTRY DOORS SHALL HAVE PEEP HOLE @ 63"-54" MAX. A.F.F.

T. WINDOWS FRAMES SHALL BE TUBE HEADED HEIGHTS SHALL BE 8'-0" A.F.F.

U. REFER TO OWNER'S "COLORING PLAN" FOR ADDITIONAL INFORMATION OR OTHER FINISHES NOT INDICATED ON THESE PLANS.

V. ALIGN CARPET REDUCER WITH CENTERLINE OF DOOR IN CLOSED POSITION OR CENTERLINE OF JAMB @ DIR. SD. OPENING (U.N.O.)

W. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NO HIGHER THAN 48" FROM TOP OF SWITCH & NO LOWER THAN 15" ABOVE AND BELOW THE REACH IS OVER AN OBSTRUCTION BETWEEN 20" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44". OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25" FROM THE WALL BENEATH A CONTROL.

X. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO LABORATORIES LICENSED FOR "THROUGH-PENETRATION FIRE STOP SYSTEMS." THE CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILS, PREPARED BY THE MANUFACTURER OF THE FIRE STOP MATERIALS, FOR EACH PENETRATION THAT CONFORMS TO THE UL LISTING TO THE ARCHITECT FOR REVIEW. WHERE NO UL LISTING APPLIES TO THE PENETRATION, THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE UL # PROVIDED WITH ALL VARIABLES DEFINED.

Y. ALL EXISTING FLOOR UNIT BATHROOMS SHALL HAVE WALLS ADJACENT TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON THE TYPE-A "AND TYPE "B" UNIT PLANS AND SHEET A3.2(1 & A3.2).

Z. ALL SLIDING GLASS DOORS TO HAVE TWO SECURITY HARDWARE AT BOTTOM – PROVIDE PIN LOCATIONS AT FRAME OPENING.

AA. ALL AT ENTRY SHALL BE SIZED TO PREVENT ENTRY DOOR/WEATHER STRIPPING FROM WIDENING THE SILL.

BB. ALL WOOD TRIM AT DOORS, WALL BASE, AND FRAMED OPENINGS SHALL BE COLONIAL PAINTED.

CC. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS

DD. UNDERSIDE UTILITY ROOM BI-FOLD DOORS 2" FOR MAKE-UP AIR.

EE. PROVIDE TEMPERED GLAZING FOR SHOWER STALL DOOR.

LIGHT AND VENTILATION REQUIREMENTS

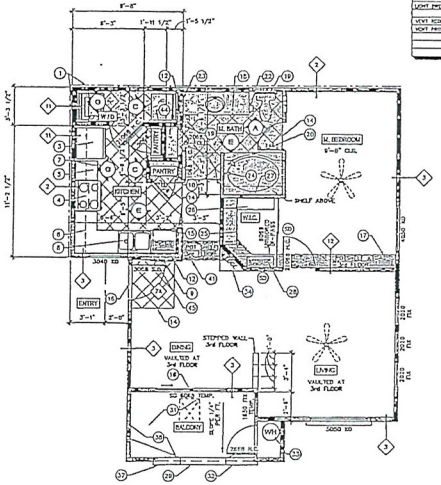
	LIVING ROOM	BEDROOM	BEDROOM
ROOM SQ. FT.	148	120	147
LIGHT REQUIRED (5%)	11.84	9.6	11.76
LIGHT PROVIDED	44.3	20	20
VENT. REQUIRED (2%)	7.1	4	7.35
VENT PROVIDED	12.3	10	10

KEYED NOTES: (1)

1. CONFIRM 6" of AIRSPACE
2. 12" DEEP WIRE SHELF AND COAT HANGING ROD
3. REFRIGERATOR
4. OVEN (FRONT PANEL CONTROLS AT AHS) TYPE "A" UNITS.) EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. STAINLESS STEEL SINK W/ DISPOSAL
9. PLASTIC LAM. BAR TOP
10. (1) 15AMP 110V WIRE PANTRY STACK SHELVES
11. 3x4 (2x6) LOW WALL
12. 6" FRAMING WALL
13. WINDOW SEAT W/ FACE FRAME – SEE DET. 03/06
14. CARPET REDUCER
15. DISHWASHER
16. ACOUSTICAL THICKNESS UNIT FINISH – 1/2" MAX. HT. (ENTRY & PATIO DOORS ONLY)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE – SEE DETAIL 27/03
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH WITH FULL WIDTH MIRROR
19. 24" TOWEL BAR/TOWEL RING
20. CURVED SHOWER ROD
21. OPTIONAL FIRE SPRINKLER HEAD LOCATION, SEE SITE PLAN, BUILDING PLANS, FIRE PROTECTION PLANS, & DETAIL 13/02
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. FUTURE CONTROL AREA
25. 2 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD, (CLOSET WAND OR CEIL) @ NOTE PER OWNER
26. 1 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD, (CLOSET WAND OR CEIL) @ NOTE PER OWNER
27. SOAP DISH
28. (3) WIRE STACK SHELVES
29. 48" X 8" MOP DRAINAGE OPENING
30. SLAB TO BE FLUSH TO PROVIDE MIN. TYPE "A" ACCESS @ FIRST FLOOR 1/4" PER FOOT SLOPE 5'-0" FROM ENTRY DOOR (SEE LANDSCAPE PLAN FOR ELEVATION)
31. 8" MIN. MASONRY CONC. P/DU FILT AND SHEATHING – SLOPE CONC. 1/4" PER FT. TO OPENINGS
32. 14" PLASTIC LAM. BAR TOP
33. WATER HEATER TO HAVE TEMP. & PRESSURE RELIEF VALVE TO EXTERIOR
34. DRYWALL LEDGE @ +30"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO/BALCONY WALL WITH FOOTSITE – SEE DETAIL 43a50/03
37. STUCCO SOFFIT @ 8'-0"
38. CEILING DETAIL AT TUB – SEE DETAIL 31/03
39. ACCESS PANEL – SEE DETAIL 27/04 – ROOF
40. 12" DEEP CABINET WITH 3' FLUORESCENT FIXTURE
41. PIOT SHELF @ 6'-3" OR 8'-6" TO BOTTOM, SEE DETAIL 25/03
42. DESK – SEE DETAIL 20/03
43. (4) DRYWALL SHELVES 16" DEEP – SEE DETAIL 43/06
44. (5) WIRE LINEN SHELVES
45. 8 PANEL METAL DOOR
46. FIRE HOSE, SEE SITE PLAN FOR LOCATION, SEE DETAIL 13/02 FOR OTHER INFORMATION.
47. NOT USED
48. TEMPERED GLASS SHOWER STALL DOOR
49. SOLID WALL AT STAIR LOCATIONS
50. PROVIDE ANY TYPE "A" FIRE DAMPERS AT RMC PENETRATIONS – SEE MECHANICAL PLANS

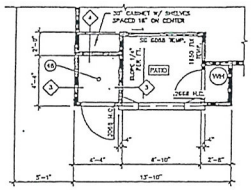
SYMBOL SCHEDULE:

- INDICATES 6'-0" A.F.F., FURR DOWN
- INDICATES 7'-0" MIN. A.F.F., FURR DOWN SEE DETAIL 27/03
- SMOKE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CARBON MONOXIDE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CEILING MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS, UPPER FLOOR ONLY
- WALL MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS 1ST AND SECOND FLOOR ONLY
- INTERIOR ELEVATIONS – SEE SHEETS A3.1
- SEE SHEET A9.1 FOR SOUND AND FIRE RATED ASSEMBLIES
- CERAMIC TILE APPLIED OVER NOISE CONTROL MATTING SEE 7A/A9.1

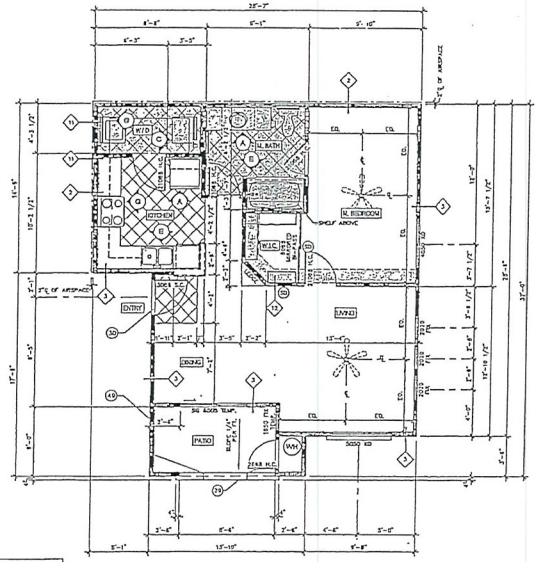


UNIT A2 (ANSI TYPE "B")

2ND & 3RD FLOOR	ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO FIRST FLOOR U.N.O.	
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)	Livable	633 S.F.
	Storage	7 S.F.
	Balcony	62 S.F.
	Total	702 S.F.



UNIT A2
AT FIRE RISER
(SEE BUILDING PLANS FOR OCCUPANCE)



UNIT A2 (ANSI TYPE "B")

FIRST FLOOR	ALL DIMENSIONS AT 1ST FLOOR TO APPLY TO 2ND & 3RD FLOOR U.N.O.	
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)	Livable	633 S.F.
	Storage	7 S.F.
	Patio	62 S.F.
	Total	702 S.F.

UNIT A2 FLOOR PLANS

biltform
architecture

biltform architecture group of nevada, Inc.
1224 east warm springs road, suite 18
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Phone 702.270.6000 Fax 702.270.6

Picerne at Providence III
Rental Apartment Community
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1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS:
1 –
2 –
3 –
4 –
5 –
6 –

JOB NO. 08-07
DATE: FEBRUARY 22, 2011
SCALE: 1/4" = 1'-0"

A2.4

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UNIT A3 ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CEILING
LIVING ROOM	1	3	4	4
DINING ROOM	1	3	4	4
KITCHEN	1	3	4	4
BATHROOMS	1	3	4	4
BEDS	2	3	4	4
CLOSETS	1	3	4	4
ENTRY	2	3	4	4
W/D	2	3	4	4
HALL	1	3	4	4
STAIRCASE	3	A	4	4

TYPICAL MATERIALS:

1. CARPET
2. 12" x 12" CERAMIC TILE
3. WOOD BASE
4. EXTERIOR/WET TEXTURE – PAINTED (NOTE: INTERIOR CEILING AND WALL FINISHES SHALL HAVE A FLAME SPREAD RATING OF NOT LESS THAN CLASS C PER U.B.C. SECTION 803.3)
5. 1" CONCRETE @ 2ND & 3RD. FLOORS EXPOSED CONCRETE @ 1ST FLR.
6. NO BASE.

GENERAL NOTES:

A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE COLONIST 6 PANEL MASONITE (PAINT)

B. AT ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR AREA 5.7 S.F. DIRECTLY TO OUTSIDE. WINDOW NOT OPERABLE WITH SHALL BE 24", HEIGHT 24"(REDUCE 2" FROM NOMINAL).

C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE INTERNATIONAL BUILDING CODE SHALL BE SAFETY GLAZING IN COMPLIANCE WITH THE U.B.C.

D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.

E. M.R. CVP., BOARD TO EXTEND A MINIMUM OF 4" PAST LINE OF FIBERGLASS SURROUND IN BATH/SHOWER AREAS.

F. INSTALL SIMULATED CERAMIC TILE SURROUND (PRECAULESS SURROUND) TO 6'-0" A.F.F., AT ALL SHOWER/TUB AREAS, U.N.O.

G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 24" O.C. UNLESS NOTED OTHERWISE.

H. CVP., NO ROUNDED CORNERS AT ALL OUTSIDE CORNERS.

I. CLOSET WASHER SHALL ALWAYS BE TO THE LEFT OF CLOSET DRYER, COORDINATE AT REVERSE PLANS (TYP.).

J. ALL WALL MOUNTED EXHAUST FANS TO BE LOCATED @ +80" A.F.F.

K. INSTALL WATER SUPPLY, WASTE PIPES @ PARTYWALLS AND FLOOR/CEILING AREAS TO PREVENT NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.

L. ALL WATER CLOSETS SHALL BE 15" CLEAR MIN. FROM CENTERLINE, UNLESS NOTED OTHERWISE (16" @ ADD TYPE "A" / ADD TYPE "B" WHERE SHOWN).

M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS BEHIND ALL TUBES, ETC. TO MAINTAIN SOUND RATING & FIRE RATING.

N. WINDOWS SHALL BE PROVIDED WITH VERTICAL BLINDS. FRENCH DOORS SHALL BE PROVIDED WITH HORIZONTAL BLINDS.

O. ENTRY DOOR SHALL BE FIBERGLASS COLONIST 6-PANEL/PAINT) WITH WEATHERSTRIPPING, NOT LESS THAN 1 3/8" THICK PAINT GRADE METAL ENTRY DOOR (20-GAUGE) SLICKOL HARDWARE SHALL INCLUDE DEADBOLT, KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE. ALL OPENING FLOOR LEVEL SHALL HAVE LEVER TYPE HARDWARE ON EXTERIOR AND INTERIOR SIDE OF ENTRY DOOR. EXTERIOR STORAGE DOOR DOOR SHALL BE FLUSH PAINT GRADE HOLLOW CORE KEY LOCK @ 48" MAX. A.F.F., KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE.

P. WHERE DUCTS ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED GRILLES SHALL BE EQUIPPED WITH NON-REMOVABLE INSECT PAD OR A MECHANICAL INTERLOCK TO PREVENTED REMOVAL OF THE DOOR FROM THE EXTERIOR BY REMOVING THE INSECT PADS. NOT LESS THAN (2) 4-1/2" STEEL BUTT HINGES SHALL BE SYMMETRICALLY FASTENED TO JOIN THE DOOR & FRAME WITH NOT LESS THAN (6) @ 3-1/4" WOOD SCREWS OR TO THE METAL WITH NOT LESS THAN (4) #8 MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN WINDOWS AND WOOD DOOR JAMBS SHALL BE SOLID SURFACE EXTENDING NOT LESS THAN 6" ABOVE AND BELOW THE PLATE.

Q. SHEAR PANELS SHALL BE CONTINUOUS TO FORM A FLAT WALL SURFACE.

R. STRIKE PLATE INSTALLATION IN WOOD-FRAME CONSTRUCTION, AN OPEN SPACE BETWEEN TRIMMERS & WOOD DOOR-JAMBS SHALL BE SOLID BLOCKED BY A SINGLE PIECE EXTENDING NOT LESS THAN 12" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (4) #8 X 3" SCREWS WHICH SHALL PASS 1 MM. OF 3/4" PENETRATION INTO THE NEAREST STUD. STRIKE PLATES WHEN ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN THAN (4) #8 MACHINE SCREWS.

S. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HEIGHT WITH 1:2 SLOPE. ENTRY DOORS SHALL HAVE PEEP HOLE @ 63"-54" MAX. A.F.F.

T. WHERE FRAMES SHALL BE TAN, HEADER HEIGHTS SHALL BE 6'-8" A.F.F.

U. REFER TO OWNER'S "DELIVERING PLANS" FOR ADDITIONAL INFORMATION OR OTHER FINISHES NOT INDICATED ON THESE PLANS.

V. ALIGN EXHAUST DUCTWORK WITH CENTERLINE OF DOOR IN CLOSED POSITION OR CENTERLINE OF JAMB @ CVP., ALL OPENINGS. (U.M.C.)

W. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NO HIGHER THAN 48" FROM TOP OF RANGE & NO LOWER THAN 15" ABOVE W.C. FLOOR. IF THE REACH IS OVER AN OBSTRUCTION BETWEEN 20" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44". OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25" FROM THE WALL BEHIND A CONTROL.

X. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO UNDERWRITERS LABORATORIES LISTINGS FOR "THROUGH-" PENETRATION FIRE STOP SYSTEMS." THE CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILS FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL, WHICH SHOW COMPLETE CONFORMANCE TO THE UL LISTING TO THE ARCHITECT, AND SUCH DRAWINGS SHALL BE AVAILABLE TO THE INSPECTORS. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE UL / FIRESTOP # IN ALL VARIABLES DETAILED.

Y. ALL CEILING FLOOR AND BATHROOMS SHALL HAVE WALLS ADJACENT TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE-INSTALLATION OF GRAB BARS AS SHOWN ON THE TYPE-A "ADD TYPE "B" UNIT PLANS AND SHEET A3.2B & A3.2C.

Z. ALL SLIDING GLASS DOORS TO HAVE PIN SECURITY HARDWARE AT BOTTOM - PROVIDE PIN LOCATIONS 6" FROM OPENING.

AA. TILE AT ENTRY SHALL BE SIZED TO PREVENT ENTRY DOOR/MOP-IN STRIPPING FROM TOUCHING THE TILE.

BB. ALL WOOD TRIM AT DOORS, WALL BASE AND FRAMED OPENINGS SHALL BE COLONIAL PAINTED.

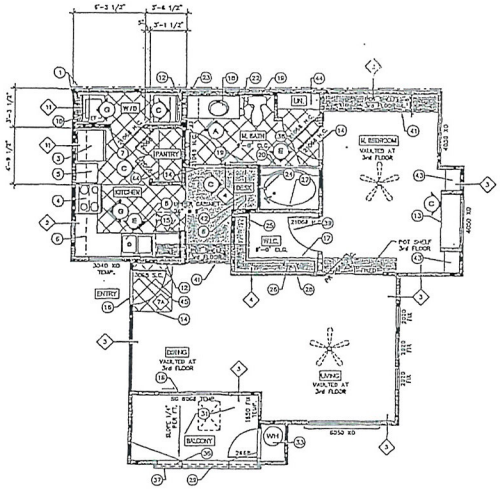
CC. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS.

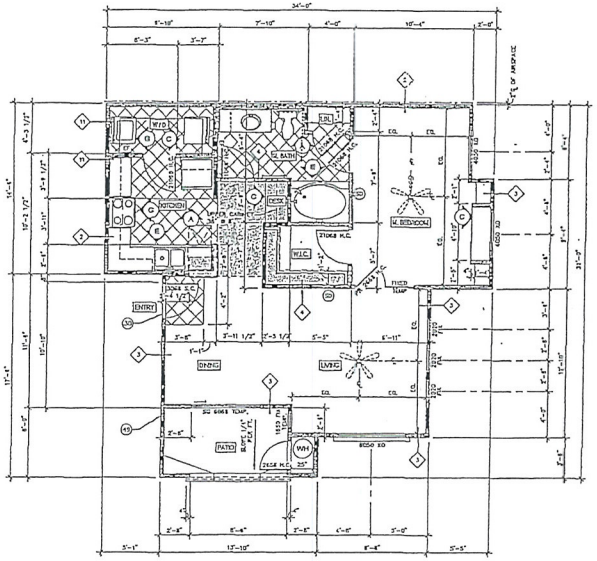
DD. THROUGHOUT UTILITY ROOM BI-FOLD DOORS 3" FOR MAKE-UP AIR.

EE. PROVIDE TEMPERED GLAZING FOR SHOWER STALL DOOR.

KEYED NOTES:

1. CENTERLINE OF 4" AIRSPACE
2. 12" DEEP WIRE SHELF AND COAT HANGING ROD
3. REFRIGERATOR
4. OVEN (FRONT PANEL CONTROLS AT ANTI TYPE "A" UNITS.) EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. STAINLESS STEEL SINK W/ DISPOSAL
9. PLASTIC LAM. BAR TOP
10. (4) TIGHT MESH WIRE PANTRY STACK SHELVES
11. 2x4 (2x6) LOW WALL
12. 6" PLUMBING WALL
13. WINDOW SEAT W/ FACE FRAME – SEE DET. 03/04
14. CARPET REDUCER
15. DISHWASHER
16. ALUM. PERFORATED MAIL PAN. – 1/2" MAX. HT. (ENTRY & PATIO DOORS ONLY)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE – SEE DETAIL 27/03
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH-WIN FULL WIDTH MIRROR
19. 24" TOWEL BAR/TOWEL RING
20. CURVED SHOWER ROD
21. OPTIONAL FIRE EXTINGUISHER LOCATION. SEE SITE PLAN, RAILING PLANS, FIRE PROTECTION PLANS, & DETAIL 13/03
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. FIXTURE CONTROL AREA
25. 2 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET MAID OR EQ.) @ NOTE PER OWNER
26. 1 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET MAID OR EQ.) @ NOTE PER OWNER
27. SOAP DISH
28. (5) WIRE STACK SHELVES
29. 48" X 8" HIGH DRAINAGE OPENING
30. SLAB TO BE FLUSH TO PROVIDE ANSI TYPE "A" ACCESS & FIRST FLOOR 1/8" PER FOOT SLOPE 5'-0" FROM ENTRY DOOR (SEE LANDSCAPE PLAN FOR EDGING)
31. 2" MIN. HARDCOAT CONC. (1/2") FELT AND SHEATHING – SLOPE CONC. 1/4" PER FT. TO OPENINGS
32. 14" PLASTIC LAM. BAR TOP
33. WATER HEATER TO HAVE TEMP. & PRESSURE RELIEF VALVE TO EXTERIOR
34. DRYWALL LEDGE @ +30"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO/BALCONY WALL WITH POPOUTS – SEE DETAIL 49A50/05
37. STUCCO SOFFIT @ 8'-0"
38. CEILING DETAIL AT TUB – SEE DETAIL 32/03
39. ACCESS PANEL – SEE DETAIL 27/04 – R30F
40. 12" DEEP CABINET WITH 2" FLUORESCENT FIXTURE
41. POT SHELF @ 6'-2" OR 6'-0" TO BOTTOM SEE DETAIL 24/02
42. DESK – SEE DETAIL 26/03
43. (3) DRYWALL SHELVES 16" DEEP – SEE DETAIL 88/06
44. (3) WIRE LINEN SHELVES
45. 6 PANEL METAL DOOR
46. FIRE ROCK, SEE SITE PLAN FOR LOCATION. SEE DETAIL 13/02 FOR OTHER INFORMATION.
47. MOT DOOR
48. TEMPERED GLASS SHOWER STALL DOOR
49. SOLID WALL AT STAIR LOCATIONS
50. PROVIDE ANSI TYPE "A" FIRE DAMPERS AT 1HR. PENETRATIONS – SEE MECHANICAL PLANS





LIGHT AND VENTILATION REQUIREMENTS

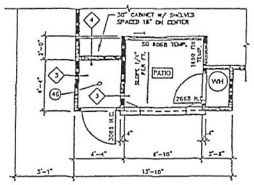
	LIVING ROOM	DINING	BEDROOM
ROOM SQ. FT.	168	110	168
LIGHT REQUIRED (8%)	11.84	8.8	13.44
LIGHT PROVIDED	44.5	34	29
VENT REQUIRED (4%)	5.4	4	6.6
VENT PROVIDED	10.5	18	18

UNIT A3 (ANSI TYPE "B")
SECOND FLOOR

(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO 1ST FLOOR U.N.O.

Livable	-	751 S.F.
Storage	-	7 S.F.
Balcony	-	61 S.F.
Total	=	819 S.F.



UNIT A3
AT FIRE RISER
(SEE BUILDING PLANS FOR OCCUPANCIES)

UNIT A3 (ANSI TYPE "B")
FIRST FLOOR

(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

ALL DIMENSIONS AT 1ST FLOOR TO APPLY TO 2ND AND 3RD FLOOR U.N.O.

Livable	-	751 S.F.
Storage	-	7 S.F.
Patio	-	61 S.F.
Total	=	819 S.F.

UNIT A3 FLOOR PLANS

SYMBOL SCHEDULE:

- INDICATES 8'-0" A.F.F., FURR DOWN
- INDICATES 7'-0" MIN. A.F.F., FURR DOWN SEE DETAIL 27/03
- SMOKE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CARBON MONOXIDE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CEILING MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS UPPER FLOOR ONLY
- WALL MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS 1ST AND SECOND FLOOR ONLY
- INTERIOR ELEVATIONS – SEE SHEETS A3.1 THRU A3.4
- 6 SIZE (width) "mm" (thickness) W AND FIRE RATED ASSEMBLIES
- CERAMIC TILE APPLIED OVER NOSE CENTER, MATTING SEE 24/09

biltform architecture

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Picerne at Providence III
Rental Apartment Community
Las Vegas, Nevada

Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469
PHONE: (602) 778-2440

REVISIONS:	
1	-
2	-
3	-
4	-
5	-
JOB NO:	08-69
DATE:	FEBRUARY 25, 2011
SCALE:	1/8" = 1'-0"
SHEET NO:	A2.7

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RECEIVED
MAY 18 2011
City of Las Vegas

EOT-41823

UNIT B1 ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CEILING
LIVING ROOM	1	3	4	4
DINING ROOM	1	3	4	4
KITCHEN	2	3	4	4
BOOKCASE	1	3	4	4
BATHS	2	3	4	4
CLOSETS	1	3	4	4
ENTRY	2	3	4	4
W.I.N.	2	3	4	4
HALL	1	3	4	4
STORAGE	2	4	4	4

TYPICAL MATERIALS:

1. CARPET
2. 12" x 12" CERAMIC TILE
3. WOOD BASE
4. WOODGRAIN TEXTURE - PAINTED (NOTE: INTERIOR CEILING AND WALL FINISHES SHALL HAVE A FLAME SPREAD RATING OF NOT LESS THAN CLASS C PER U.B.C. SECTION 803.)
5. 1" CONCRETE ON 2x10 @ 24in. FLOORS EXPOSED CONCRETE @ 1ST FLR.
6. NO BASE.

GENERAL NOTES:

A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE COLONIST 6 PANEL MASONITE (PAINT)

B. IN ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR AREA 5.7 S.F. DIRECTLY TO OUTSIDE. WINDOW SILL NOT OPERABLE WITH SHALL BE 22", MOUNT 24"(SEE NOTE 3 FROM MARSHALL)

C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE INTERNATIONAL BUILDING CODE SHALL BE SAFETY GLAZING IN COMPLIANCE WITH THE U.B.C.

D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.

E. W.R. GYP. BOARD TO EXTEND A MINIMUM OF 6" PAST LIMIT OF ENCLOSURE SURROUND IN BATH/SHOWER AREAS.

F. INSTALL EMULATED CERAMIC TILE SURROUND (PICTORIAL'S SYSTEMS) TO 6'-0" A.F.F. AT ALL SHOWER/TUB AREAS U.N.O.

G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 16" O.C. UNLESS NOTED OTHERWISE.

H. GYP. BD. ROUNDED CORNERS AT ALL OUTSIDE CORNERS.

I. CLOTHES WASHER SHALL ALWAYS BE TO THE LEFT OF CLOTHES DRYER. COORDINATE AT REVERSE PLANS (TYP.).

J. ALL WALL MOUNTED EXHAUST FANS TO BE LOCATED @ +84" A.F.F.

K. INSULATE WATER SUPPLY, WASTE PIPES & PARTY WALLS AND FLOOR/CEILING AREAS TO ARREST NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.

L. ALL WATER CLOSETS SHALL BE 15" CLEAR MIN. FROM CENTERLINE, UNLESS NOTED OTHERWISE (14" @ ADA TYPE "A" / ANSI TYPE "B" WHERE SHOWN).

M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS BEHIND ALL PLUMB. ETC. TO MAINTAIN SEISMIC RATING & FIRE RATING.

N. WINDOWS SHALL BE PROVIDED WITH VERTICAL BLINDS. PATIO DOORS SHALL BE PROVIDED WITH HORIZONTAL BLINDS.

O. ENTRY DOOR SHALL BE FINGERLESS COLONIST 6-PANEL(PAINT) WITH PEEPHOLE/VIEWHOLE, NOT LESS THAN 1 3/8" SHOX PAINT GRADE METAL ENTRY DOOR (20-GAGE MINIMUM) SHALL INCLUDE DEADBOLT, KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE. ALL GROUND FLOOR UNITS SHALL HAVE LEVER TYPE HARDWARE ON EXTERIOR AND INTERIOR SIDE OF ENTRY DOOR. EXTERIOR STORAGE ROOM DOOR SHALL BE FLUSH PAINT GRADE HOLLOW CORE KEY LOCK @ 48" MAX. A.F.F., KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE.

P. WHEN HINGES ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED HINGES SHALL BE NON-REMOVABLE WHEN THE DOOR IS CLOSED (PER 2019 CALIFORNIA INTRUSION RESISTANCE PART OF THE COMMERCIAL INTRUSION RESISTANCE PART OF THE DOOR FROM THE EXTERIOR BY REMOVING THE HINGE PINS. NOT LESS THAN (3) 4½"x3" STEEL BUTT HINGES SHALL BE SYMMETRICALLY SPACED TO BOTH THE DOOR & FRAME WITH NOT LESS THAN (4) # 8-3/4" WOOD SCREWS OR TO THE METAL WITH NOT LESS THAN (4) #8 MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN TRIMMERS AND WOOD DOOR JAMBS SHALL BE SOLID BLOCKED EXTENDING NOT LESS THAN 6" ABOVE AND BELOW THE PLATE.

Q. ALL SHOWER PANELS SHALL BE CONTINUOUS TO FORM A FLAT WALL SURFACE.

R. STRIKE PLATE INSTALLATION: IN WOOD-FRAME CONSTRUCTION, AN OPEN SPACE BETWEEN TRIMMERS & WOOD DOOR-JAMBS SHALL BE SOLID BLOCKED BY A SINGLE PIECE EXTENDING NOT LESS THAN 12" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (2) #8 BY 3" SCREWS. WHICH SHALL HAVE A MIN. OF 3/4" PENETRATION INTO THE HEAVIEST STUD. STRIKE PLATES SHALL BE ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN MIN (2) #8 MACHINE SCREWS.

S. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HEIGHT WITH 1:2 SLOPE. EXTRY DOORS SHALL HAVE PEEP HOLE @ 42"-54" MAX. A.F.F.

T. WINDOWS FRAMES SHALL BE DARK HEADER HEIGHTS SHALL BE 6'-8" A.F.F.

U. REFER TO OWNER'S "EQUIPMENT PLAN" FOR ADDITIONAL INFORMATION ON BUILT-INS NOT INDICATED ON THESE PLANS.

V. ALIGN CABINET HARDWARE WITH CENTERLINE OF DOOR IN CLOSED POSITION OR CENTERLINE OF DRAWER FRONT, SEE DETAILS (U.N.O.)

W. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NO HIGHER THAN 48" FROM TOP OF SWITCH & MIN LOWER THAN 15" ABOVE THE FLOOR. IF THE REACH IS OVER AN OBSTRUCTION BETWEEN 20" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44". OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25" FROM THE WALL BENEATH A CONTROL.

X. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION METHODS CONFORMING TO UNDERWRITERS LABORATORIES "THROUGH PENETRATION FIRE STOP SYSTEMS." THE CONTRACTOR SHALL SUBMIT THE SYSTEMS TO BE USED, FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL, WHICH SHOW COMPLETE COMPLIANCE TO THE UL LISTING TO THE ARCHITECT, AND SUCH DRAWINGS SHALL BE AVAILABLE TO THE INSPECTORS. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE UL # PROVIDED WITH ALL VARIABLES DEFINED.

Y. ALL GROUND FLOOR UNIT BATHROOMS SHALL HAVE WALLS BLOCKED TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON THE TYPE-B "ANSI TYPE "B"" UNIT PLANS AND SHEET A3.21 & A3.22.

Z. ALL SLIDING GLASS DOORS TO HAVE PIN SECURITY HARDWARE AT BOTTOM - PROVIDE PIN LOCATIONS 6" FROM OPENING.

AA. TILE AT ENTRY SHALL BE SIZED TO PREVENT ENTRY DOOR/MEANDER STRIPPING FROM TOUCHING THE TILE.

BB. ALL WOOD TRIM AT DOORS, WALL BASE AND FRAMED OPENINGS SHALL BE COLONIAL PAINTED.

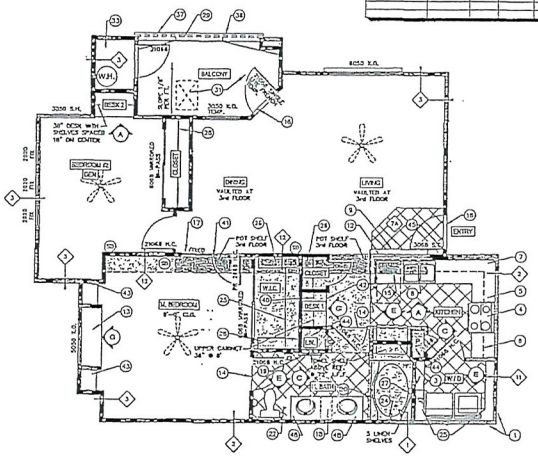
CC. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS.

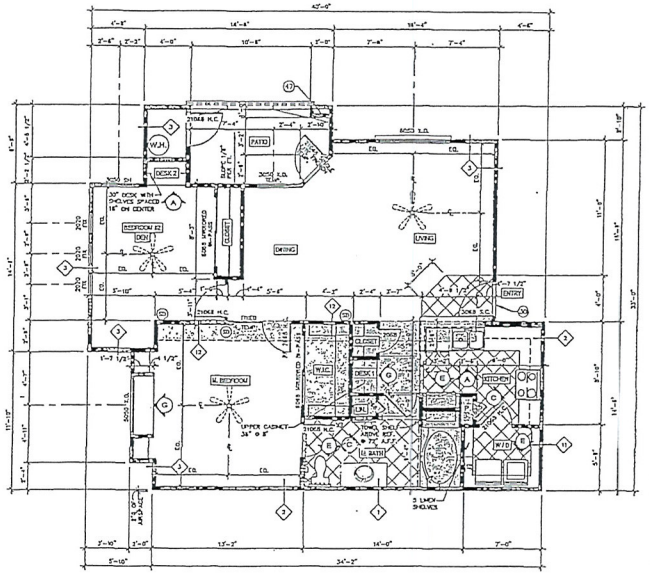
DD. UNDERSIDE UTILITY ROOM @—FIELD DOORS 2" FOR MAKE-UP AIR.

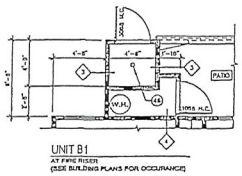
EE. PROVIDE REMOVABLE GLAZING FOR SHOWER STALL DOOR.

LIGHT AND VENTILATION REQUIREMENTS

	LIVING ROOM	DINING	M. BEDROOM	BEDROOM 2
ROOM SQ. FT.	214	117	144	143
LIGHT REQUIRED (8%)	17.14	9.4	11.52	11.44
LIGHT PROVIDED	33	23	33	33
VENT REQUIRED (4%)	10.8	4.63	4.7	5.72
VENT PROVIDED	33	16	12.5	7.5







UNIT B1
AT FIRE RISER
(SEE BUILDING PLANS FOR OCCUPANCY)

UNIT B1 (ANSI TYPE "B")
SECOND FLOOR — ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO 1ST FLOOR U.N.O.

Livable	-	968 S.F.
Storage	-	14 S.F.
Balcony	-	74 S.F.
Total	=	1,054 S.F.

(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

UNIT B1 (ANSI TYPE "B")
FIRST FLOOR — ALL DIMENSIONS AT 1ST FLOOR TO APPLY TO 2ND AND 3RD FLOOR U.N.O.

Livable	-	968 S.F.
Storage	-	14 S.F.
Patio	-	74 S.F.
Total	=	1,054 S.F.

(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

UNIT B1 FLOOR PLANS

KEYED NOTES: (J)

1. CENTERLINE OF 4" ARCHPACE
2. 12" DEEP WIRE SHELF AND COAT HANGING ROD
3. REFRIGERATOR
4. 6INCH (FRONT PANEL CONTROLS AT AND TYPE "A" UNITS.) EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. STAINLESS STEEL SINK W/ DISPOSAL
9. PLASTIC LAM. BAR TOP
10. (4) 12INT WIDE PANTRY STACK SHELVES
11. 2x4 (2x4) LOW WALL
12. 8" PLUMBING WALL
13. WINDOW SEAT W/ FACE FRAME — SEE DET. E3/D6
14. CARPET BOULDER
15. DISHWASHER
16. ACTUAL THRESHOLD SHALL FAL — 1/2" MAX. HT. (ENTRY & PATIO DOORS ONLY)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE — SEE DETAIL E7/D3
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH WITH FULL WIDTH BACKSPLASH
19. 24" TOWEL BAR/TOWEL RING
20. CURVED SHOWER ROD
21. OPTIONAL FIRE SPRINKLER RISER LOCATION. SEE SITE PLAN, BUILDING PLANS, FIRE PROTECTION PLANS, & DETAIL L2/D2
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. FIXTURE CONTROL AREA
25. 2 — PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET WAS OR (D.) @ NOTED PER OWNER
26. 1 — PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET WAS OR (D.) @ NOTED PER OWNER
27. SOAP DISH
28. (5) WIRE STACK SHELVES
29. 48" x 6" HIGH BRONZE OPENING
30. BEAM TO BE FLUSH TO FINISH AND TYPE "A" ACCESS @ FIRST FLOOR 1/4" PER FOOT SLOPE 6"-0" FROM ENTRY DOOR (SEE LANDSCAPE PLAN FOR SIDEWALKS)
31. 3/4" MIN. HARDWOOD CDX, 8/2X1 FELT AND SHEATHING — SLOPE CONC. 1/4" PER FT. TO OPENINGS
32. 14" PLASTIC LAM. BAR TOP
33. WATER HEATER TO HAVE TEMP. & PRESSURE RELIEF VALVE TO EXTERIOR
34. DRYWALL LEDGE @ +20"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO/BALCONY WALL WITH POPOUTS — SEE DETAIL 4/A6.0/D5
37. STUCCO SOFFIT @ 8'-6"
38. COLUMN DETAIL AT T.O.W. — SEE DETAIL 32/D3
39. ACCESS PANEL — SEE DETAIL 27/D4 — ROOF
40. 12" DEEP CABINET W/8W 2' FLUORESCENT FIXTURE
41. POT SHELF @ 5'-3" OR 6'-0" TO BOTTOM, SEE DETAIL 24/D2
42. DESK — SEE DETAIL 30/D3
43. (4) DRYWALL SHELVES 16" DEEP — SEE DETAIL E3/D6
44. (5) WIRE LINEN SHELVES
45. 8 PANEL METAL DOOR
46. FIRE RISER, SEE SITE PLAN FOR LOCATION, SEE DETAIL 13/D2 FOR OTHER INFORMATION.
47. NOT USED.
48. TEMPERED GLASS SHOWER STALL DOOR
49. SOLID WALL AT STAIR LOCATIONS
50. PROVIDE ANY TYPE "A" FIRE DAMPERS AT WAL PENETRATIONS — SEE MECHANICAL PLANS

SYMBOL SCHEDULE:

- INDICATES 8'-0" A.F.F. FURR DOWN
- INDICATES 7'-6" SOFFIT A.F.F. FURR DOWN SEE DETAIL 27/D3
- SMOKE DETECTOR — COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CARBON MONOXIDE DETECTOR — COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CEILING MOUNTED EXHAUST FAN — COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS UPPER FLOOR ONLY
- WALL MOUNTED EXHAUST FAN — COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS 1ST AND SECOND FLOOR ONLY
- INTERIOR ELEVATIONS — SEE SHEETS A3
- SEE SHEET F#1 FOR SOUND AND FIRE RATED ASSEMBLIES
- CERAMIC TILE APPLIED OVER MOISTURE CONTROL MATTING SEE A4/E3

biltform architecture

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Rental Apartment Community
Las Vegas, Nevada

Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS:
1 -
2 -
3 -
4 -
5 -

JOB NO. 0005
DATE: FEBRUARY 22, 2011
SCALE: 1/8" = 1'-0"

A2.10

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EOT-41823

UNIT A2 ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CEILING
LIVING ROOM	1	3	4	4
DINING ROOM	1	3	4	4
KITCHEN	2	3	4	4
BEDROOM 2	1	3	4	4
BEDROOM 3	1	3	4	4
CLOSETS	1	3	4	4
ENTRY	2	3	4	4
W.H.	2	3	4	4
HALL	1	3	4	4
STORAGE	2	3	4	4

TYPICAL MATERIALS:

1. CARPET
2. 12" x 12" CERAMIC TILE
3. WOOD BASE
4. SMOOTH/KNOCK TEXTURE – PAINTED (WITH INTERIOR CEILING AND WALL FINISHES SHALL HAVE A FLAME SPREAD RATING OF NOT LESS THAN CLASS C PER U.B.C. SECTION 803.3)
5. 1" EXPOSED @ 2ND & 3RD FLOORS EXPOSED CONCRETE @ 1ST FLR.
6. NO BASE.

GENERAL NOTES:

A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE COLONIST 6 PANEL MASONITE (PAINT)

B. IN ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR AREA 5.7 S.F. DIRECTLY TO OUTSIDE MINIMUM NET OPERABLE WIDTH SHALL BE 20", HEIGHT 24" (HEIGHT 3' FROM WINDOW SILL).

C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE INTERNATIONAL BUILDING CODE SHALL BE SAFETY GLAZING IN COMPLIANCE WITH THE U.B.C.

D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.

E. W.R. DVP. BOARD TO EXTEND A MINIMUM OF 4" PAST LINE OF FROG/GLASS SURROUND IN BATH/SHOWER AREAS.

F. INSTALL INSULATED CERAMIC TILE SURROUND (FROG/GLASS SURROUND) TO 4'-0" A.F.F., AT ALL SHOWER/TUB AREAS. U.N.O.

G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 24" O.C. UNLESS NOTED OTHERWISE.

H. DVP. BD. ROUNDED CORNERS AT ALL OUTSIDE CORNERS.

I. CLOTHES WASHER SHALL ALWAYS BE TO THE LEFT OF CLOTHES DRYER. COORDINATE AT REVERSE PLANS (TYP.).

J. ALL WALL MOUNTED EXHAUST FANS TO BE LOCATED @ +84" A.F.F.

K. INSULATE WATER SUPPLY, WASTE PIPES & PARTYWALLS AND FLOOR/CEILING AREAS TO MINIMIZE NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.

L. ALL WATER CLOSETS SHALL BE 15" CLEAR MIN. FROM CENTERLINE, UNLESS NOTED OTHERWISE (18" @ ADA TYPE "A" / ANSI TYPE "B" SHOWN).

M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS (SOUND) ALL FLRS, ETC. TO MAINTAIN SOUND RATING & FIRE RATING.

N. WINDOWS SHALL BE PROVIDED WITH VERTICAL BLINDS, FRENCH DOORS SHALL BE PROVIDED WITH HORIZONTAL BLINDS.

O. ENTRY DOOR SHALL BE FIBERGLASS COLONIST 6-PANEL(PAINT) WITH WEATHER/SOUNDSEAL, NOT LESS THAN 1 3/4" THICK PAINT GRADE METAL ENTRY DOOR (20-GAA RATED) WITH DOOR SHALL INCLUDE DEADBOLT KEY OPERATED LOCKING SYSTEM. DOOR SHALL SWING INTO THE INTERIOR SIDE. ALL EXTERIOR FLOOR SWING DOORS SHALL HAVE LEVER TYPE HARDWARE ON EXTERIOR AND INTERIOR SIDE OF ENTRY DOOR. EXTERIOR STORAGE ROOM DOOR SHALL BE FLUSH PAINT GRADE HOLLOW CORE KEY LOCK @ 48" MAX. A.F.F., KEY OPERATED FROM EXTERIOR SIDE & PASSAGE TURN ON THE INTERIOR SIDE.

P. WHEN HINGES ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED HINGES SHALL BE EQUIPPED WITH NONREMOVABLE HINGE PINS OR A MECHANISM THAT PREVENTS DOOR REMOVAL WHEN THE DOOR IS CLOSED. EXTERIOR DOORS SHALL BE 1 3/4" THICK, NOT LESS THAN (7) 4-1/2" STEEL BUTT HINGES SHALL BE SYMMETRICALLY FASTENED TO BOTH THE DOOR & FRAME WITH NOT LESS THAN (4) @ 8-3/4" WOOD SCREWS OR TO THE METAL WITH NOT LESS THAN (4) @ MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN TRIMMERS AND WOOD DOOR JAMBS SHALL BE SOLID SHIMMED EXTENDING NOT LESS THAN 6" ABOVE AND BELOW THE STRIKE.

Q. ALL SHEAR PANELS SHALL BE CONTINUOUS TO FORM A FLAT WALL SURFACE.

R. STRIKE PLATE INSTALLATION: IN WOOD-FRAME CONSTRUCTION, AN OPEN SPACE BETWEEN TRIMMERS & WOOD DOOR-JAMBS SHALL BE SOLID SHIMMED BY A SINGLE PIECE EXTENDING NOT LESS THAN 18" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (3) #8 BY 3" SCREWS, WHICH SHALL HAVE A MIN. OF 3/4" PENETRATION INTO THE NEAREST STUD. STRIKE PLATES WHEN ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN THAN (4) #8 MACHINE SCREWS.

S. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HEIGHT WITH 1:2 SLOPE. ENTRY DOORS SHALL HAVE PEEP HOLE @ 42"-54" MAX. A.F.F.

U. WINDOWS FRAMES SHALL BE TAIL HEADER HEIGHTS SHALL BE 6'-8" A.F.F.

V. SEE "COLORING PLAN" FOR ADDITIONAL INFORMATION ON STRIKE FINISHES NOT INDICATED ON THESE PLANS.

W. AUTO CARPET REDUCER WITH CENTERLINE OF DOOR IN CLOSED POSITION OR CENTERLINE OF JAMB @ DVP. BD. OPENING. (U.N.O.)

W. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NO HIGHER THAN 48" FROM TOP OF SWITCH & NO LOWER THAN 15" ABOVE THE FLOOR. IF THE REACH IS OVER AN OBSTRUCTION BETWEEN 25" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44". OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25" FROM THE WALL BEHIND A CONTROL.

X. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION METHODS THAT ARE IDENTICAL TO THOSE LISTED IN ASSEMBLIES LICENSED FOR "THROUGH-PENETRATION FIRE STOP SYSTEMS". THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS DETAILED FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL, WHICH SHOW COMPLETE CONFORMANCE TO THE UL LISTING TO THE ARCHITECT AND SUCH DRAWINGS SHALL BE AVAILABLE TO THE INSPECTORS. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE UL # PROVIDED WITH ALL VARIABLES DETAILED.

Y. ALL GROUND FLOOR UNITS BATHROOMS SHALL HAVE WALLS ADJACENT TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON THE TYPE-A "AND TYPE "B" UNIT PLANS AND SHEET A2.20 & A2.21.

Z. ALL EXTERIOR GLASS DOORS TO HAVE PW SECURITY HARDWARE AT BOTTOM – PROVIDE PW LOCATIONS 6" FROM OPENING.

AA. SLOPE AT ENTRY SHALL BE 1/2" TO MAXIMUM ENTRY DOOR/WEATHER STRIPPING FROM TRUSSING THE SLOPE.

BB. ALL WOOD TRIM AT DOORS, WALL BASE AND PAINTED OPENINGS SHALL BE COLONIAL PAINTED.

CC. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS.

DD. UNDERCUT UTILITY ROOM DOORS 2" FOR MAKE-UP AIR.

EE. PROVIDE TEMPERED GLAZING FOR SHOWER STALL DOOR.

KEYED NOTES: (1)

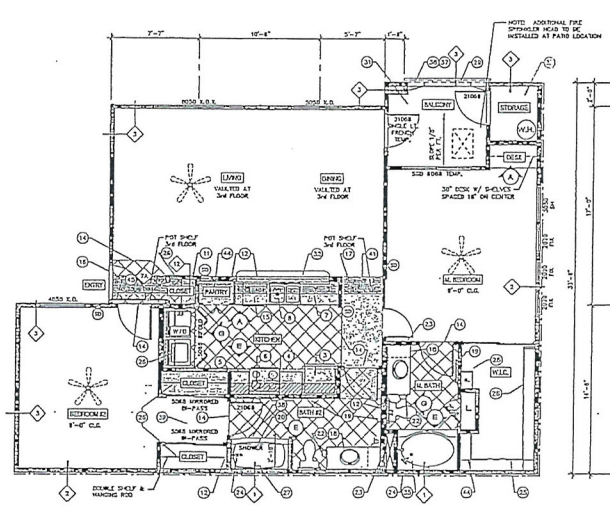
1. CENTERLINE OF 4" AIRSPACE
2. 12" DEEP WIRE SHELF AND COAT HANGING ROD
3. REFRIGERATOR
4. OVEN (TRIM PANEL CONTROLS AT AND TYPE "A" UNITS.) EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. STAINLESS STEEL SINK W/ DISPOSAL
9. PLASTIC LAM. BAR TOP
10. (4) 16CMT MESH WIRE PANTRY STACK SHELVES
11. 2x4 (2x4) LOW WALL
12. 6" PLUMBING WALL
13. WINDOW SEAT W/ FACE FRAME – SEE DET. 83/04
14. CARPET REDUCER
15. DISHWASHER
16. ALUM. THRESHOLD SILL (TYP.) – 1/2" MAX. HT. (ENTRY & PATIO DOORS ONLY)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE – SEE DETAIL 27/03
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH-WITH FULL WIDTH BACKER
19. 24" TOWEL BAR/TOWEL RING
20. CURVED SHOWER ROD
21. OPTIONAL FIRE (SPRINKLER) RISER LOCATION. SEE SITE PLAN, BUILDING PLANS, FIRE PROTECTION PLANS, & DETAIL 13/02
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. FIXTURE CONTROL AREA
25. 2 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD, (CLOSET WAS OR EQ.) @ HOTEL FOR OWNER
26. 1 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD, (CLOSET WAS OR EQ.) @ HOTEL FOR OWNER
27. SOAP DISH
28. (3) WIRE STACK SHELVES
29. 48" X 8" MOP DRAINAGE OPENING
30. SLAB TO BE FLUSH TO PROVIDE ANSI TYPE "A" ACCESS @ FIRST FLOOR 1/4" PER FOOT SLOPE 2'-0" FROM ENTRY DOOR (SEE LANDSCAPE PLAN FOR SIDEWALKS)
31. 3" MIN. MANSONIC CONC. (5/20) FELT AND SHEATHING – SLOPE CONC. 1/4" PER FT. TO OPENINGS
32. 14" PLASTIC LAM. BAR TOP
33. WATER HEATER TO HAVE TEMP. & PRESSURE RELIEF VALVE TO EXTERIOR
34. DRYWALL LEDGE @ +36"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO/BALCONY WALL WITH POPOUTS – SEE DETAIL 43A/03/05
37. STUCCO SOFFIT @ 8'-0"
38. CEILING DETAIL AT TUB – SEE DETAIL 33/03
39. ACCESS PANEL – SEE DETAIL 27/04 – ROOF
40. 12" DEEP CABINET WITH 2' FLUORESCENT FIXTURE
41. POT SHELF @ 8'-3" OR 8'-0" TO BOTTOM, SEE DETAIL 24/03
42. DESK – SEE DETAIL 33/03
43. (4) DRYWALL SHELVES 16" DEEP – SEE DETAIL 83/04
44. (3) 10XC LINEN SHELVES
45. 8 PANEL METAL DOOR
46. FMC BOXES, SEE SITE PLAN FOR LOCATION, SEE DETAIL 13/02 FOR OTHER INFORMATION
47. NOT USED
48. TEMPERED GLASS SHOWER STALL DOOR
49. SOLID WALL AT STAIR LOCATIONS
50. PROVIDE ANSI TYPE "A" FIRE BARRIERS AT MEP PENETRATIONS – SEE MECHANICAL PLANS

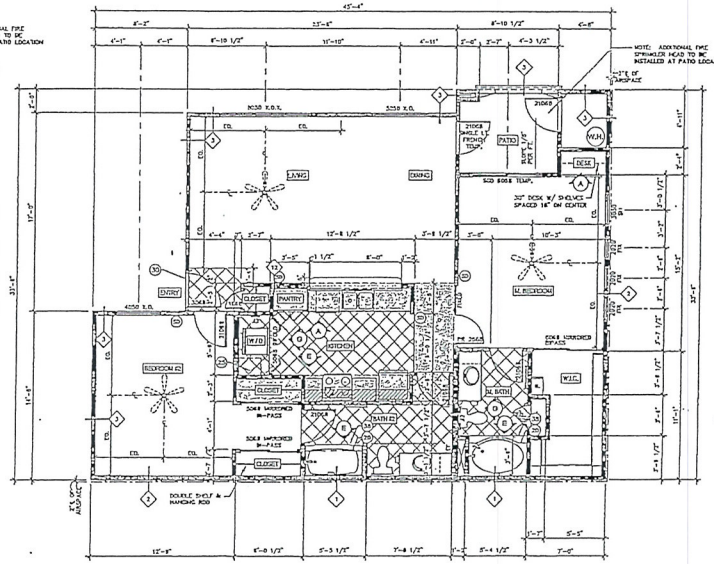
SYMBOL SCHEDULE:

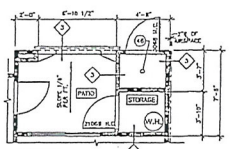
- INDICATES 8'-0" A.F.F., PURE DOWN
- INDICATES 7'-0" VAN. A.F.F., PURE DOWN SEE DETAIL 27/03
- (SD) SMOKE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- (CO) CARBON MONOXIDE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CEILING MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS UPPER FLOOR ONLY
- WALL MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS 1ST AND SECOND FLOOR ONLY
- INTERIOR ELEVATIONS – SEE SHEETS A3.1 (UNIT A1-2 & A2-2)
- SEE "A" KEY FOR DETAIL AND FIRE RATED ASSEMBLIES
- STORAGE W.C. APPLIED OVER WOOD CONTROL MATING SEE 73/01

LIGHT AND VENTILATION REQUIREMENTS

	LIVING ROOM	DINING	M. BEDROOM	BEDROOM 3
ROOM SQ. FT.	200	144	144	144
LIGHT REQUIRED (10)	16	11.52	11.5	11.44
LIGHT PROVIDED	40	43	33	39
VENT REQUIRED (5%)	10	7.2	6.5	6.4
VENT PROVIDED	40	36.2	39	19







UNIT B2
AT FIRE RISER
(SEE BUILDING PLANS FOR OCCUPANCY)

UNIT B2
FIRST FLOOR
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

ALL DIMENSIONS AT 1ST FLOOR TO APPLY TO 2ND & 3RD FLOOR U.N.O.

Livable	=	1,182 S.F.
Storage	=	18 S.F.
Patio	=	57 S.F.
Total	=	1,257 S.F.

UNIT B2 FLOOR PLANS

biltform architecture group of nevada, inc.
1228 east wilson road, suite 18
phoenix, arizona 85014
phone: 602.265.0220 fax: 602.265.0

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REVISIONS:
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JOB NO: 08.075
DATE: FEBRUARY 22, 2010
SCALE: 1/4" = 1'-0"
SHEET NO: A2.13

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UNIT B3 ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CEILING
LIVING ROOM	1	3	4	4
DINING ROOM	1	3	4	4
KITCHEN	2	3	4	4
BEDROOMS	1	3	4	4
HALLS	3	3	4	4
CLOSETS	1	3	4	4
ENTRY	2	3	4	4
W.C.	2	3	4	4
BATH	2	3	4	4
LAUND.	1	3	4	4
STORAGE	5	6	4	4

TYPICAL MATERIALS:

1. CARPET
2. 12" x 12" CERAMIC TILE
3. WOOD BASE
4. SMOOTH/SAND TEXTURE – PAINTED (NOTE: INTERIOR CEILING AND WALL FINISHES SHALL HAVE A FLAME SPREAD RATING OF NOT LESS THAN CLASS C PER U.B.C. SECTION 803.)
5. 1" EXPOSITE @ 2ND & 3RD FLOORS EXPOSED CONCRETE @ 1ST FLR.
6. NO BASE.

GENERAL NOTES:

A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE COLORIST 8 PANEL MASONITE (PAINT)

B. IN ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR AREA 5.7 S.F., DIRECTLY TO OUTSIDE. MINIMUM NET OPERABLE WIDTH SHALL BE 20", HEIGHT 24" (EXCEPT 3" FROM NORMAL).

C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE INTERNATIONAL BUILDING CODE SHALL BE SAFETY GLAZING IN COMPLIANCE WITH THE U.B.C.

D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.

E. M.R. GYP. BOARD TO EXTEND A MINIMUM OF 6" PAST LIMIT OF PLUMBING SURROUND IN BATH/SHOWER AREAS.

F. INSTALL EMULATED CERAMIC TILE SURROUND (PENCILLED SURROUND) TO 6'-0" A.F.F. AT ALL SHOWER/TUB AREAS. U.N.O.

G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 24" O.C. UNLESS NOTED OTHERWISE.

H. GYP. BD. BOXINGS CORNERS AT ALL OUTSIDE CORNERS.

I. CLOTHES WASHER SHALL ALWAYS BE TO THE LEFT OF CLOTHES DRYER. COORDINATE AT ROUGH PLANS (TYP.).

J. ALL WALL MOUNTED EXHAUST FANS TO BE LOCATED @ +84" A.F.F.

K. INSULATE WATER SUPPLY, WASTE PIPES @ PARTITIONALS AND FLOOR/CEILING AREAS TO PREVENT NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.

L. ALL WATER CLOSETS SHALL BE 1.5" CLEAR MIN. FROM CENTERLINE UNLESS NOTED OTHERWISE (1.6" @ ADA TYPE "A" / ADA TYPE "B" SHOWN SHOWN).

M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS BEHIND ALL BOXES, ETC. TO MAINTAIN SOUND RATING & FIRE RATING.

N. WINDOWS SHALL BE PROVIDED WITH VERTICAL BLINDS. FRENCH DOORS SHALL BE PROVIDED WITH HORIZONTAL BLINDS.

O. ENTRY DOOR SHALL BE FIBERGLASS COLORIST 8-PANEL(PAINT) WITH PEEPHOLE/MAGICEYE, NOT LESS THAN 1 3/8" THICK PAINT GRADE METAL ENTRY DOOR (20-MIN RATED). HARDWARE SHALL INCLUDE DEADBOLT, KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE. ALL GROUND FLOOR UNITS SHALL HAVE LEVER TYPE HARDWARE ON EXTERIOR AND INTERIOR SIDE OF ENTRY DOOR. EXTERIOR STORAGE ROOM DOOR SHALL BE FLUSH PAINT GRADE HOLLOW CORE KEY LOCK @ 48" MIN. A.F.F. KEY OPERATES FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE.

P. WOOD FENCES ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED FENCES SHALL BE EQUIPTED WITH NON-REMOVABLE FENCE PIKE ON A MECHANICAL INTERLOCK TO PREVENT REMOVAL OF THE DOOR FROM THE EXTERIOR BY REMOVING 3/4" FENCE PINS. NOT LESS THAN (3) 4½"/2" STEEL BUTT HINGES SHALL BE SYMMETRICALLY FASTENED TO WORK THE DOOR & FRAME WITH NOT LESS THAN (1) # 8-3/4" WOOD SCREWS ON TO THE METAL WITH NOT LESS THAN (4) #8 MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN STRINGERS AND WOOD DOOR JAMBS SHALL BE SOLID SHIMMED EXTENDING NOT LESS THAN 8" ABOVE AND BELOW THE PLATE.

Q. ALL SHOWER PANELS SHALL BE CONTINUOUS TO FORM A FLAT WALL SURFACE.

R. STRIKE PLATE INSTALLATIONS IN WOOD-FRAME CONSTRUCTION, AN OPEN SPACE BETWEEN STRIKERS & WOOD DOOR-JAMBS SHALL BE SOLID SHIMMED BY A SINGLE PIECE EXTENDING NOT LESS THAN 12" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (4) #8 BY 3" SCREWS, WHICH SHALL HAVE A MIN. OF 3/4" PENETRATION INTO THE NEAREST STUD. STRIKE PLATES WHEN ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN (4) #8 MACHINE SCREWS.

S. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HEIGHT WITH 1:2 SLOPE. ENTRY DOORS SHALL HAVE PEEP HOLE @ 43"-54" MAX. A.F.F.

T. WINDOWS FRAMES SHALL BE TAIL HEADER HEIGHTS SHALL BE 6'-8" A.F.F.

U. WATER TO SHOWERS "COLD ONLY" PLAN FOR ADDITIONAL INFORMATION ON STRIKE FINISHES NOT INDICATED ON THESE PLANS.

V. MAIN CLOSET REDUCED W/ CONVERSION OF DOOR IN CLOSED POSITION OR CONTRACTOR OF 30x6 @ CITY, ETC. OPENINGS. (U.N.O.)

W. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NO HIGHER THAN 48" FROM TOP OF SWITCH & NO LOWER THAN 15" ABOVE THE FLOOR, IF THE REACH IS OVER AN OBSTRUCTION BETWEEN 20" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44". OBSTRUCTIONS SHALL NOT EXCEED MORE THAN 25" FROM THE WALL REACHING IS CONTROL.

X. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO ENDORSEMENTS (LABORATORIES) LISTINGS FOR "THROUGH- PENETRATION FIRE STOP SYSTEMS." THE CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILS, FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL, WHICH SHOW COMPLETE CONFORMANCE TO THE UL LISTING TO THE ARCHITECT, AND SUCH DRAWINGS SHALL BE AVAILABLE TO THE INSPECTORS. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WHEN APPROPRIATE UL # PROVIDED WITH ALL VARIABLES DEFINED.

Y. ALL GROUND FLOOR UNIT BATHROOMS SHALL HAVE WALLS ADJACENT TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON THE TYPE-B "AND TYPE "B" UNIT PLANS AND SHEET A3.1 & A3.2.

Z. ALL SLIDING GLASS DOORS TO HAVE PIN SECURITY HARDWARE AT BOTTOM – PROVIDE PIN LOCATIONS 6" FROM OPENING.

AA. TILE AT ENTRY SHALL BE SIZED TO PREVENT ENTRY DOOR/MULLIONS STOPPING FROM TOUCHING THE TILE.

BB. ALL WOOD TRIM AT DOORS, WALL BASE AND FRAMED OPENINGS SHALL BE COLONIAL PAINTED.

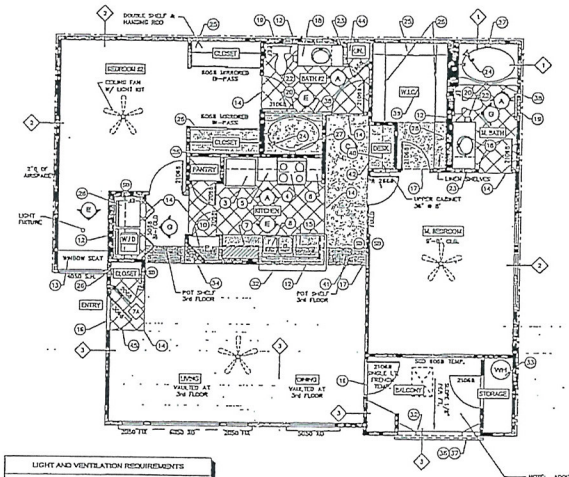
CC. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS.

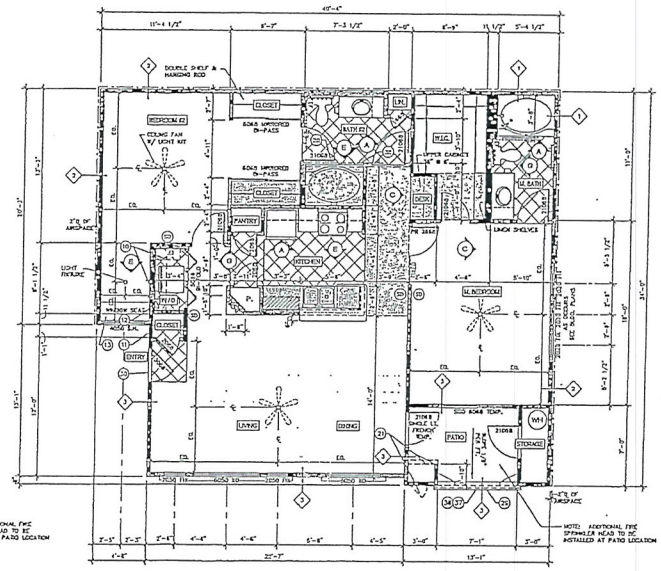
DD. UNDERCUT UTILITY ROOM (U) FIELD DOORS 2" FOR MAKE-UP AIR.

EE. PROVIDE TEMPERED GLAZING FOR SHOWER STALL DOOR.

KEYED NOTES: (7)

1. CENTERLINE OF 4" AIRSPACE
2. 12" DEEP WAX SHELF AND COAT HANGING ROD
3. REFRIGERATOR
4. OVEN (FRONT PANEL CONTROLS AT AND TYPE "A" UNITS.) EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. STAINLESS STEEL SINK W/ DISPOSAL
9. PLASTIC LAM. BAR TOP
10. (4) BUILT MOTH WIRE PANTRY STACK SHELVES
11. 2x4 (2x4) LOW WALL
12. 6" PLANTING WALL
13. WINDOW SEAT W/ FACE FRAME – SEE DET. 03/04
14. CARPET REDUCER
15. DISHWASHER
16. AXIAL THRESHOLD MILL FIN. – 1/2" MAX. H.C. (ENTRY & PATIO DOORS ONLY)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE – SEE DETAIL 27/03
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH WITH FULL WIDTH MIRROR
19. 24" TOWEL BAR/TOWEL RING
20. CURVED SHOWER ROD
21. OPTIONAL FIRE (SPRINKLER) RISER LOCATION. SEE SITE PLAN, BUILDING PLANS, FIRE PROTECTION PLANS, & DETAIL 13/F2
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. FIXTURE CONTROL AREA
25. 2 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET MAID OR EQ.) @ NOTE FOR CHANGE
26. 1 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET MAID OR EQ.) @ NOTE FOR CHANGE
27. SOAP DISH
28. (3) WIRE STACK SHELVES
29. 48" X 8" INCH DRAINAGE SPECIMEN
30. SLAB TO BE FLUSH TO PROVIDE ANY TYPE "A" ACCESS @ FIRST FLOOR 1/8" PER FOOT SLOPE 5'-0" FROM ENTRY DOOR (SEE LANDSCAPE PLAN FOR SPECIFICS)
31. 3" MIN. MASONITE EDGE, 2/DOG FELT AND SHEATHING – SLOPE EDGE, 1/4" PER FT. TO OPENINGS
32. 14" PLASTIC LAM. BAR TOP
33. WATER HEATER TO HAVE TEMP. & PRESSURE RELIEF VALVE TO EXTERIOR
34. DETAIL(S) LEDGE @ +30"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO/BALCONY WALL WITH PORCUTS – SEE DETAIL 48A50/C5
37. STUCCO SOFFIT @ 8'-0"
38. CEILING DETAIL AT 7'-0" – SEE DETAIL 22/03
39. ACCESS PANEL – SEE DETAIL 27/04 – ROOF
40. 12" DEEP CABINET WITH 2' FLUORESCENT FIXTURE
41. POT SHELF @ 6'-2" OR 8'-0" TO BOTTOM SEE DETAIL 24/02
42. ECM – SEE DETAIL 30/03
43. (1) DETHALL SHELVES 16" DEEP – SEE DETAIL 88/04
44. (3) WIRE LINEN SHELVES
45. 8 PANEL METAL DOOR
46. FIRE RISER, SEE SITE PLAN FOR LOCATION, SEE DETAIL 13/F3 FOR STRIKE INFORMATION
47. NOT USED.
48. TEMPERED GLASS SHOWER STALL DOOR
49. STUCCO WALL AT STAIR LOCATIONS
50. PROVIDE ANY TYPE "A" FIRE BARRIERS AT WIRE PENETRATIONS – SEE MECHANICAL PLANS





LIGHT AND VENTILATION REQUIREMENTS

EXTERIOR UNIT CONDITION – SEE BUILDING PLANS

	LIVING ROOM	DINING	M. BEDROOM	BEDROOM 2
ROOM SQ. FT.	196	117	196	163
LIGHT REQUIRED (8%)	14.48	8.34	15.68	11.64
LIGHT PROVIDED	45	42	52	75
VENT REQUIRED (5%)	9.25	5.85	9.8	8.15
VENT PROVIDED	33	30.5	20	16

LIGHT AND VENTILATION REQUIREMENTS

INTERIOR UNIT CONDITION – SEE BUILDING PLANS

	LIVING ROOM	DINING	M. BEDROOM	BEDROOM 2
ROOM SQ. FT.	196	117	196	163
LIGHT REQUIRED (8%)	14.48	8.34	15.68	11.64
LIGHT PROVIDED	45	42	45	30
VENT REQUIRED (5%)	9.25	5.85	9.8	8.15
VENT PROVIDED	33	30.5	24	18

UNIT B3
SECOND & THIRD FLOOR
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO FIRST FLOOR U.N.O.

Livable	=	1,140 S.F.
Storage	=	18 S.F.
Balcony	=	60 S.F.
Total	=	1,218 S.F.

UNIT B3
FIRST FLOOR
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO FIRST FLOOR U.N.O.

Livable	=	1,140 S.F.
Storage	=	18 S.F.
Patio	=	62 S.F.
Total	=	1,218 S.F.

SYMBOL SCHEDULE:

- INDICATES 5'-0" LINE A.F.F. FLOR DOWN
- INDICATES 7'-0" LINE A.F.F. FLOR DOWN SEE DETAIL 27/03
- SMOKE SCITCTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CARBON MONOXIDE SCHEITM – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CEILING MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS UPPER FLOOR ONLY
- WALL MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS 1ST AND SECOND FLOOR ONLY
- SEE SHEET FR1 FOR SOUND AND FIRE RATED ASSEMBLIES
- CERAMIC TILE APPLIED

NIT B3 FLOOR PLANS

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DATE: FEBRUARY 22, 2008
SCALE: 1/4" = 1'-0"
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UNIT C1 ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CEILING
LIVING ROOM	1	3	4	4
DINING ROOM	1	3	4	4
KITCHEN	1	3	4	4
BEDROOMS	1	3	4	4
BATHS	2	3	4	4
CLOSETS	1	3	4	4
ENTRY	2	3	4	4
W/D	2	3	4	4
HALL	1	3	4	4
STAIRCASE	5	6	4	4

TYPICAL MATERIALS:

1. CARPET
2. 12" x 12" CERAMIC TILE
3. WOOD BASE
4. KNOCKDOWN TEXTURE – PAINTED (NOTED INTERIOR CEILING AND WALL FINISHES SHALL HAVE A FLAME SPREAD RATING OF NOT LESS THAN CLASS C PER I.B.C. SECTION 803.1)
5. 1" EXPOSURE @ 2ND & 3RD FLOORS EXPOSED CONCRETE @ 1ST FLR.
6. NO BASE

GENERAL NOTES:

A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE EQUIVALENT 6 PANEL MASONITE (PAINT)

B. IN ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR AREA 5.7 S.F. DIRECTLY TO OUTSIDE. WINDOWS NOT OPERABLE WIDTH SHALL BE 20", HEIGHT 24" (PRODUCT 3" FROM WINDOW).

C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE MECHANICAL BOILING EDGE SHALL BE SAFETY GLAZING IN COMPLIANCE WITH THE I.B.C.

D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.

E. W.R. GYP. BOARD TO EXTEND A MINIMUM OF 4" PAST LIMIT OF FIBERGLASS SURROUND IN BATH/SHOWER AREAS.

F. INSTALL EMULATED CERAMIC TILE SURROUND (FIBERGLASS SURROUND) TO 6'-0" A.F.F. AT ALL SHOWER/TUB ANCHOR WALLS.

G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 24" O.C. UNLESS NOTED OTHERWISE.

H. GYP. BD. BOXINGS/SOFFITS AT ALL OUTSIDE CORNERS.

I. CLOSET RODS SHALL ALWAYS BE TO THE LEFT OF CLOSETS DRYER. COORDINATE AT REVERSE PLANS (TYP.).

J. ALL WALL MOUNTED EXHAUST FANS TO BE LOCATED @ +84" A.F.F.

K. INSULATE WATER SUPPLY, WASTE PIPES & PARTY WALLS AND FLOOR/CEILING AREAS TO PREVENT NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.

L. ALL WATER CLOSETS SHALL BE 15" CLEAR MIN. FROM CENTERLINE UNLESS NOTED OTHERWISE (18" @ ADA) TYPE "A" / ADA TYPE "B" WHERE SHOWN.

M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS BEHIND ALL RUNS, ETC. TO MAINTAIN SOUND RATING & FIRE RATING.

N. WINDOWS SHALL BE PROVIDED WITH VERTICAL MUNTIN. FRENCH DOORS SHALL BE PROVIDED WITH HORIZONTAL MUNTIN.

O. ENTRY DOOR SHALL BE FIBERGLASS COLONIST 6-PANEL(PAINT) WITH WEATHERSTRIPPING, NOT LESS THAN 1 3/8" THICK PAINT GRADE METAL ENTRY DOOR (20-MIN RATED), HARDWARE SHALL INCLUDE DEADBOLT, KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE. ALL GROUND FLOOR UNITS SHALL HAVE LEVER TYPE HARDWARE ON EXTERIOR AND INTERIOR SIDE OF ENTRY DOOR. EXTERIOR STORAGE ROOM DOOR SHALL BE FLUSH PAINT GRADE HOLLOW CORE KEY LOCK @ 48" MAX. A.F.F., KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE.

P. WHEN HINGES ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED HINGES SHALL BE EQUIPPED WITH NON-REMOVABLE HINGE PIN OR A MECHANICAL INTERLOCK TO PREVENT REMOVAL OF THE DOOR FROM THE EXTERIOR BY REMOVING THE HINGE PINS. NOT LESS THAN (1) 4-1/2" STEEL MITT HINGES SHALL BE SYMMETRICALLY FASTENED TO ROOM THE DOOR & FRAME WITH NOT LESS THAN (6) # 8-3/4" WOOD SCREWS OR TO THE METAL WITH NOT LESS THAN (6) #8 MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN STRUCTURE AND WOOD DOOR JAMBS SHALL BE SOLID SHIMMED EXTENDING NOT LESS THAN 8" ABOVE AND BELOW THE STRIKE.

Q. ALL SHEAR PANELS SHALL BE CONTINUOUS TO FORM A FLAT WALL SURFACE.

R. STRIKE PLATE INSTALLATIONS: IN WOOD-FRAME CONSTRUCTION, AN OPEN SPACE BETWEEN STRUCTURE & WOOD DOOR-JAMBS SHALL BE SOLID SHIMMED BY A SINGLE PIECE EXTENDING NOT LESS THAN 12" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (4) #8 BY 3" SCREWS, WHICH SHALL HAVE A MIN. OF 3/4" PENETRATION INTO THE NEAREST STUD. STRIKE PLATES WHEN ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN THAN (4) #8 MACHINE SCREWS.

S. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HEIGHT WITH 1:2 SLOPE. EXTRY DOORS SHALL HAVE PEEP HOLE @ 43"-54" MAX. A.F.F.

T. WINDOWS FRAMES SHALL BE TAN. HEADER HEIGHTS SHALL BE 6'-8" A.F.F.

U. REFER TO OWNER'S "COLORING PLAN" FOR ADDITIONAL INFORMATION OR OTHER FINISHES NOT INDICATED ON THESE PLANS.

V. ALIGN CARPET REDUCER WITH CENTERLINE OF DOOR IN CLOSED POSITION OR CENTERLINE OF JAMB @ CTYP. SGL. OPENING (U.N.O.)

W. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NO HIGHER THAN 48" FROM TOP OF SWITCH & NO LOWER THAN 15" ABOVE THE FLOOR, IF THE REACH IS OVER AN OBSTRUCTION BETWEEN 20" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44". OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25" FROM THE WALL REACHING A CONTROL.

X. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO UNDERWRITERS LABORATORIES LISTINGS FOR "THROUGH- PENETRATION FIRE STOP SYSTEMS." THE CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILS, FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL, WHICH SHOW COMPLETE CONFORMANCE TO THE UL LISTING TO THE ARCHITECT, AND SUCH DRAWINGS SHALL BE AVAILABLE TO THE INSPECTORS. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE W, F RATINGS FROM ALL VARIABLES SHOWN.

Y. ALL GROUND FLOOR UNIT BATHROOMS SHALL HAVE WALLS ADJACENT TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON THE TYPE-"A" AND TYPE "B" UNIT PLANS AND SHEET A2.21 & A2.22.

Z. ALL SLIDING GLASS DOORS TO HAVE PW SECURITY HARDWARE AT BOTTOM – PRIVACY FOR LOCATIONS 6" FROM OPENING.

AA. TILE AT ENTRY SHALL BE INSET TO PREVENT ENTRY DOOR/ALANCE STOPPING FROM TOUCHING THE TILE.

BB. ALL WOOD TRIM AT DOORS, WALL BASE AND FRAMES OPENINGS SHALL BE COLONIAL PAINTED.

CC. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS.

DD. SASHCOUT WINDOW WINDOW @ FOLD DOORS 3' FOR MAKE-UP AIR.

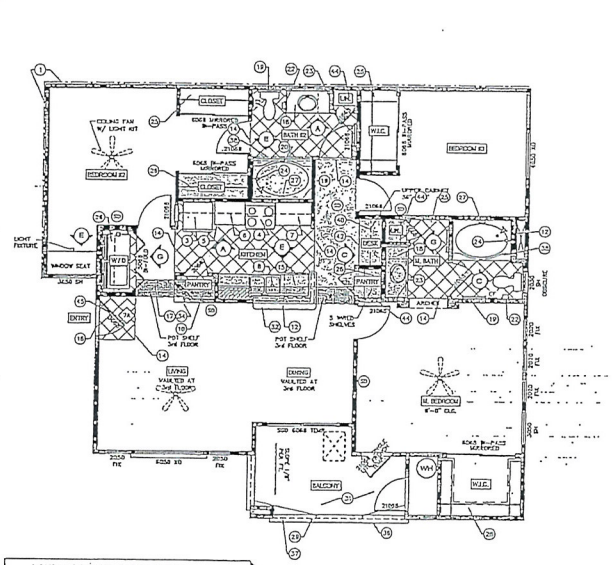
EE. PROVIDE TEMPERED GLAZING FOR SHOWER STALL DOOR.

KEYED NOTES: (1)

1. CENTERLINE OF 4" AIRSPACE
2. 12" DEEP WIRE SHELF AND COAT HANGING ROD
3. REFRIGERATOR
4. OVEN (FRONT PANEL CONTROLS AT AND TYPE "A" - UNITS.) EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. STAINLESS STEEL SINK W/ DISPOSAL
9. PLASTIC LAM. BAR TOP
10. (4) 12HT HIGH WIRE PANTRY STACK SHELVES
11. 2x4 (2x6) LOW WALL
12. 4" PLUMBING WALL
13. WINDOW SEAT W/ FACE FRAME – SEE DET. 43/04
14. DAMPER REDUCER
15. DISHWASHER
16. ALUM. THRESHOLD MILL FIN. – 1/2" MAX. HT. (ENTRY & PATIO DOORS ONLY)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE – SEE DETAIL 27/03
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH WITH FULL BACK BORDER
19. 24" TOWEL BAR/TOWEL RING
20. CURVED SHOWER ROD
21. OPTIONAL FIRE (SPRINKLER) RISER LOCATION. SEE SITE PLAN, BUILDING PLANS, FIRE PROTECTION PLANS, & DETAIL 13/02
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. FUTURE CONTROL AREA
25. 1 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET RANG OR EQ.) @ NOTED PER OWNER
26. 1 – PLASTIC COATED WIRE SHELF W/ INTEGRAL ROD. (CLOSET WAND OR EQ.) @ NOTED PER OWNER
27. SOAP DISH
28. (3) WIRE STACK SHELVES
29. 48" X 6" MIN DRAINAGE OPENING
30. SLAB TO BE FLUSH TO PATIO AND TYPE "A" ACCESS @ FIRST FLOOR 1/4" PER FOOT SLOPE 5'-0" FROM ENTRY DOOR (SEE LANDSCAPE PLAN FOR SIDEWALKS)
31. 3" MIN. MASONITE SIDING, 5/8" FELT AND SHEATHING – SLOPE SIDING 1/4" PER FT. TO OPENINGS
32. 14" PLASTIC LAM. BAR TOP
33. WATER HEATER TO MANF. TEMP., & PRESSURE RELIEF VALVE TO EXTERIOR
34. DRYWALL LEDGE @ +30"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO/BALCONY WALL WITH FOFOUTS – SEE DETAIL 48&50/05
37. STUCCO SOFFIT @ 8'-0"
38. CEILING DETAIL AT TUB – SEE DETAIL 32/03
39. ACCESS PANEL – SEE DETAIL 27/04 – ROOF
40. 12" DEEP CABINET WITH 3' FLUORESCENT FIXTURE
41. POT SHELF @ 5'-3" OR 6'-0" TO BOTTOM, SEE DETAIL 31/03
42. DESK – SEE DETAIL 30/02
43. (4) DRYWALL SHELVES 16" DEEP – SEE DETAIL 43/04
44. (5) WIRE LINEN SHELVES
45. 8 PANEL METAL DOOR
46. FIRE HOSE, SEE SITE PLAN FOR LOCATION. SEE DETAIL 13/02 FOR OTHER INFORMATION.
47. HOT LOCK
48. TEMPERED GLASS SHOWER STALL DOOR
49. SOLID WALL AT STAIR LOCATIONS
50. PROVIDE ANSI TYPE "A" FIRE BLANKETS AT THE LOCATIONS – SEE MECHANICAL PLANS

LIGHT AND VENTILATION REQUIREMENTS

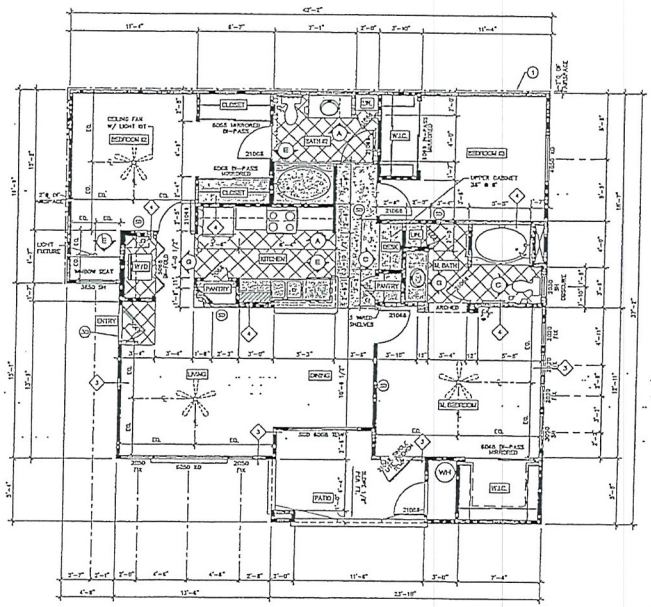
	LIVING ROOM	DINING	M. BEDROOM	BEDROOM 2	BEDROOM 3
ROOM SQ. FT.	172	88	187	175	131
LIGHT REQUIRED (10%)	13.44	7.4	14.44	13.4	10.46
LIGHT PROVIDED	40	48	36.5	17.5	26
VENT REQUIRED (5%)	6.63	4.4	6.33	6.5	6.53
VENT PROVIDED	25	25	16.25	8.75	18



UNIT C1
SECOND & THIRD FLOOR
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO FIRST FLOOR U.N.O.

Units	=	1,232 S.F.
Storage	=	13 S.F.
Balcony	=	86 S.F.
Total	=	1,331 S.F.



UNIT C1
FIRST FLOOR
(ALL BATH TUBS SHALL HAVE RECESSED CAN LIGHT)

ALL KEYED NOTES AT 2ND & 3RD FLOOR TO APPLY TO FIRST FLOOR U.N.O.

Units	=	1,232 S.F.
Storage	=	13 S.F.
Patio	=	86 S.F.
Total	=	1,331 S.F.

UNIT C1 FLOOR PLANS

SYMBOL SCHEDULE:

- BOXED 8'-0" A.F.F., FLUR DOWN
- BOXED 7'-0" UNL A.F.F., FLUR DOWN SEE DETAIL 27/03
- SMOKE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CARBON MONOXIDE DETECTOR – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
- CEILING MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS UPPER FLOOR ONLY
- WALL MOUNTED EXHAUST FAN – COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS 1ST AND SECOND FLOOR ONLY
- INTERCOM SYSTEMS SEE A2.1 SHEET A-1
- SEE SHEET A91 FOR SOUND AND FIRE RATED ASSEMBLIES
- CERAMIC TILE APPLIED OVER NOISE CONTROL MATTING SEE TA/A91

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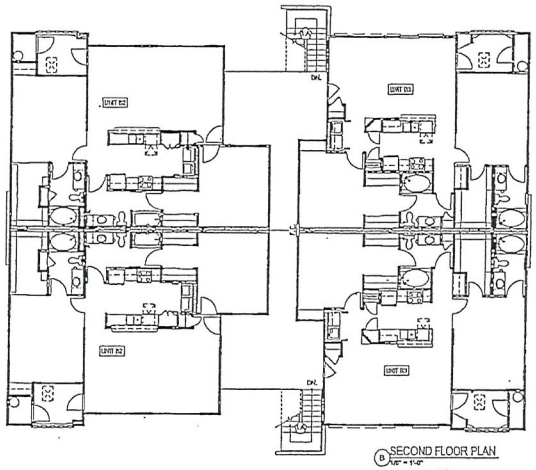
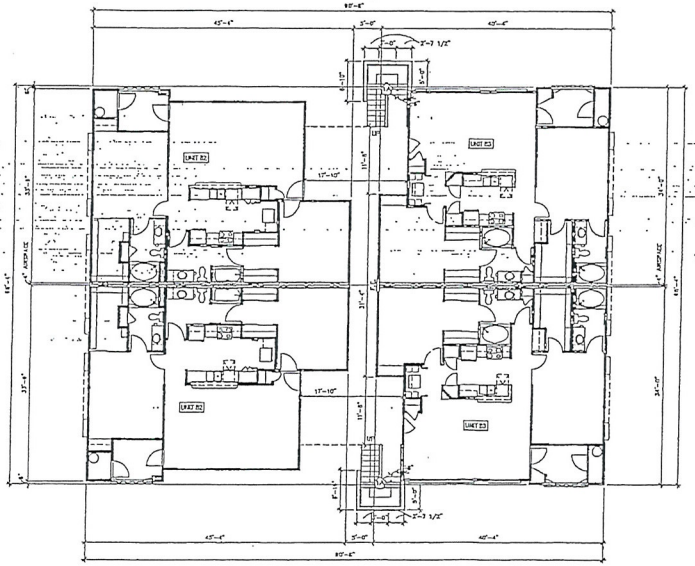


B SECOND FLOOR PLAN
1/8" = 1'-0"



A FIRST FLOOR PLAN
1/8" = 1'-0"

SYMBOL SCHEDULE

- (MP) METER PACK LOCATION SEE ELECTRICAL PLAN FOR EXACT LOCATION. VERIFY SIZE W/ ELECTRICAL CONTRACTOR PRIOR TO START. METER PACK DOOR SHALL NOT PROJECT MORE THAN 4" PAST ANY ELECTRICAL EQUIPMENT SEE DETAIL SHEETS FOR SHORT OCT., SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION AND OTHER INFORMATION.
- (TA) TELEPHONE TERMINAL CABINET, CABLE TV TAP BOX & WATER METER CABINET, ONE @ EACH BLDG. PLAN. SEE ELECTRICAL FOR EXACT LOCATION. VERIFY SIZE WITH ELECTRICAL CONTRACTOR PRIOR TO START. SEE ELECTRICAL PLANS FOR LOCATION, CONFIGURATION & OTHER INFORMATION.
- (P) INDICATES STAIR TYPE. SEE SHEET A3.1 FOR STAIR PLANS AND STAIR SECTIONS
- ATTIC ACCESS – SEE DETAIL 27/D4
- SEE SHEET FR1 FOR ROOM AND FIRE RATED DETAILS
- CONDENSING UNIT
- (F) OPTIONAL FIRE RISER LOCATION. SEE FLOOR AND SITE PLANS FOR LOCATION AND OTHER INFORMATION.
- PORTABLE FIRE EXTINGUISHER WITH CABINET. NOT TO BE LOCATED INSTALLED AT A MAXIMUM HEIGHT OF 42"

BUILDING PLAN NOTES

1. FOR TYPICAL UNIT PLANS SEE SHEETS A3.1, A3.2, A3.4, A3.12, A3.13, A3.17
2. DIMS TO FACE OF STUD U.N.O.

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BUILDING TYPE 9
FIRST & SECOND FLOOR PLANS

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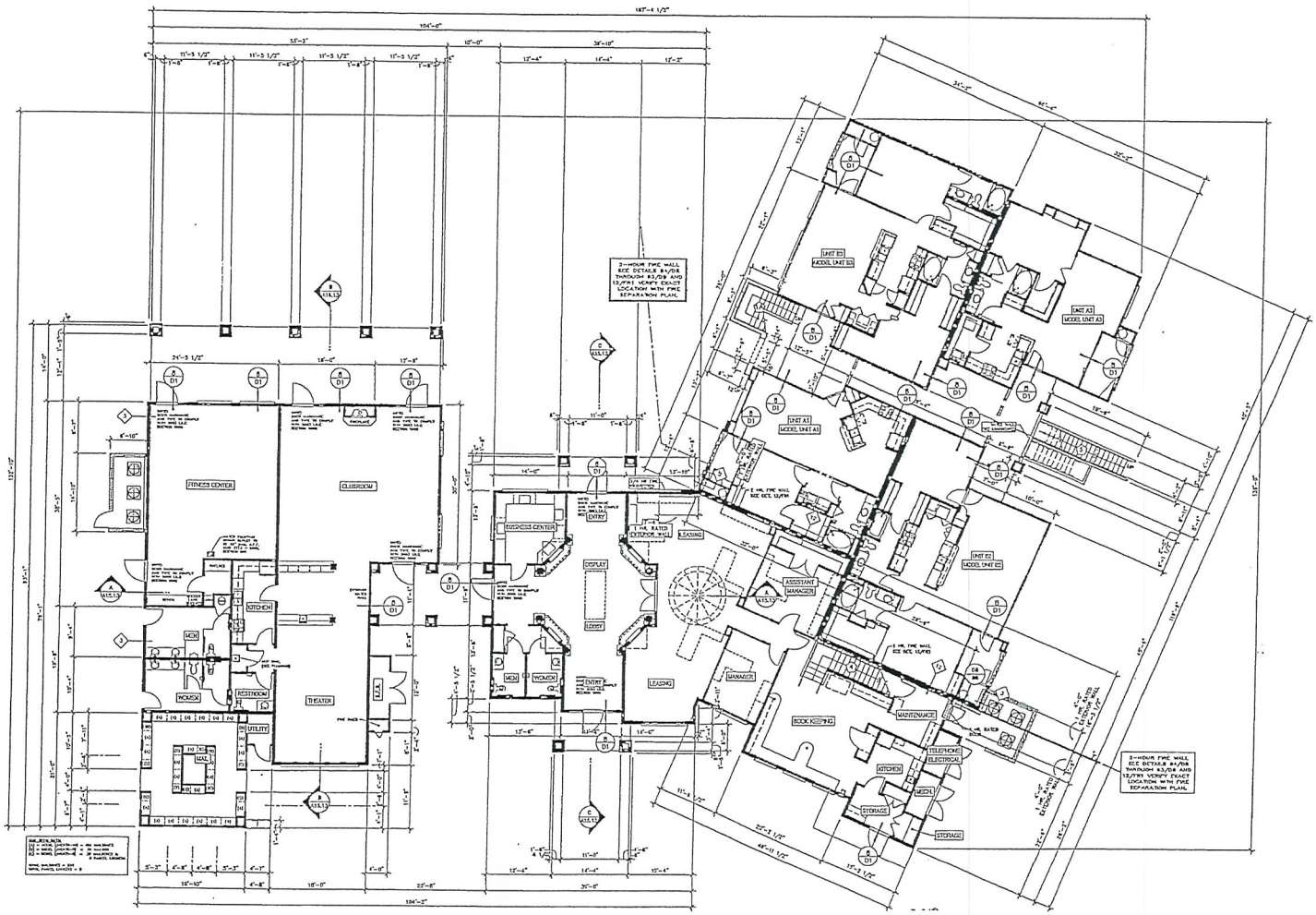

CLUBHOUSE
BUILDING PLAN - 1ST LEVEL

A15.1

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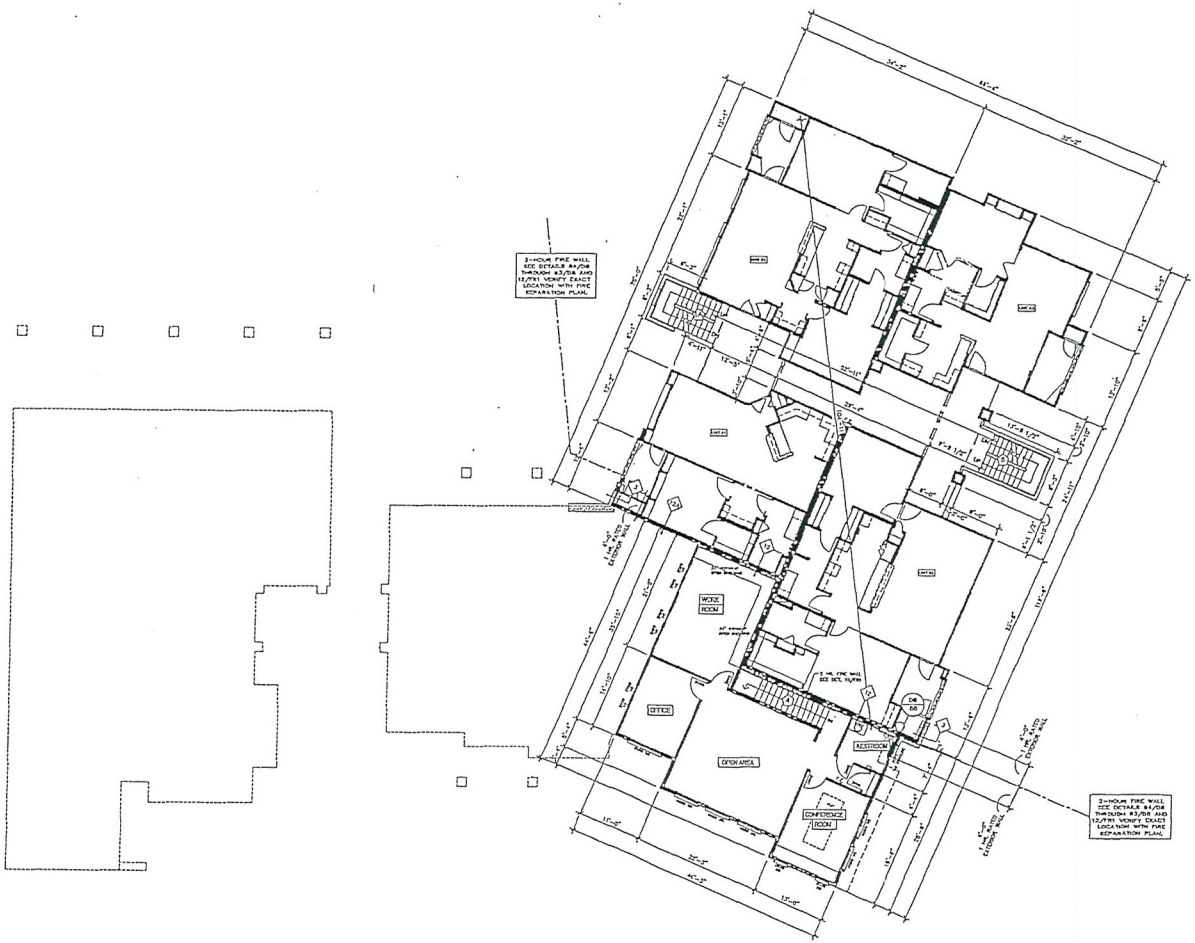

CLUBHOUSE
BUILDING PLAN - 2ND LEVEL

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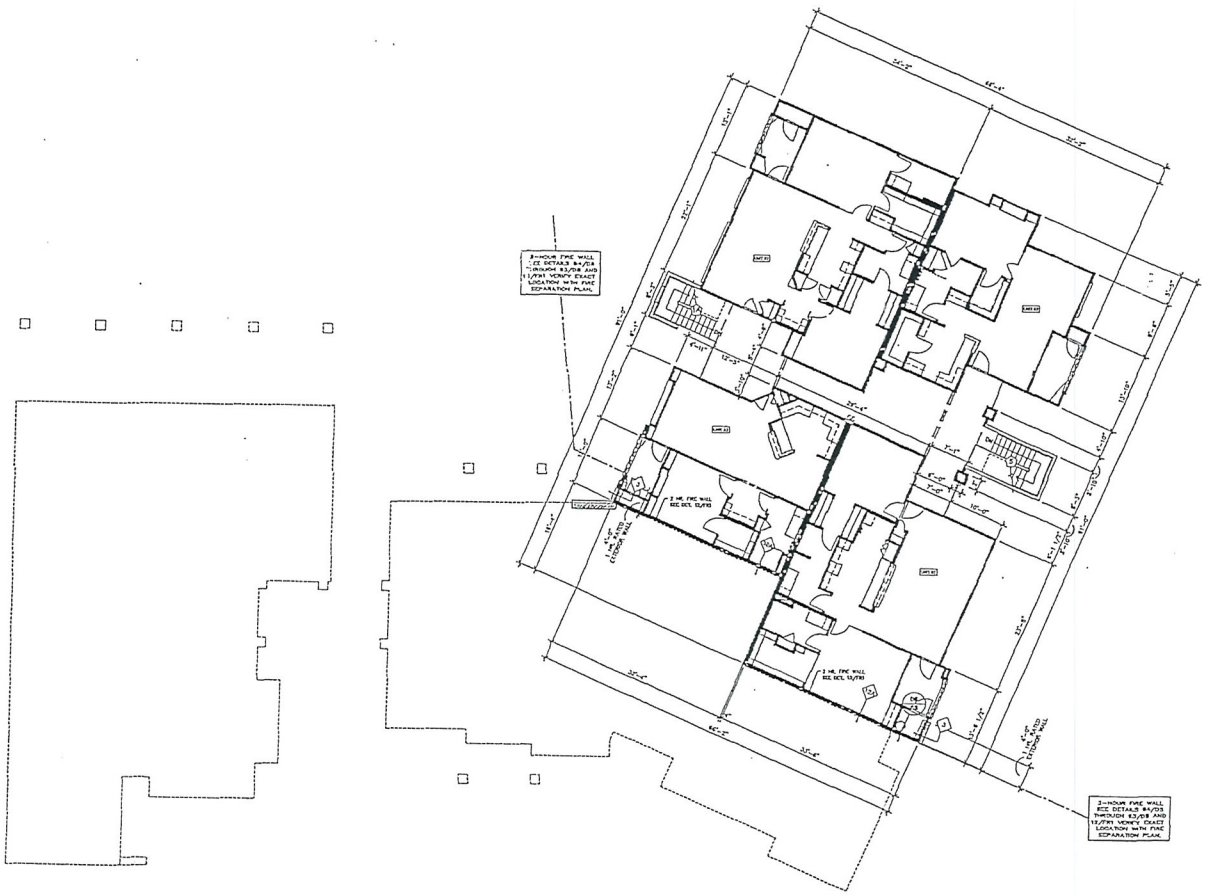
City of Las Vegas

EOT-41823



CLUBHOUSE
BUILDING PLAN - 3RD LEVEL

A15.3

biltform architecture

biltform architecture group of nevada, inc.

Picerne at Providence III
Rental Apartment Community
Las Vegas, Nevada

Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469

REVISIONS:	
1	-
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5	-
JOB NO:	
DATE:	FEBRUARY 23, 2
SCALE:	1/8" = 1
SHEET NO:	

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MAY 18 2011
City of Las Vegas

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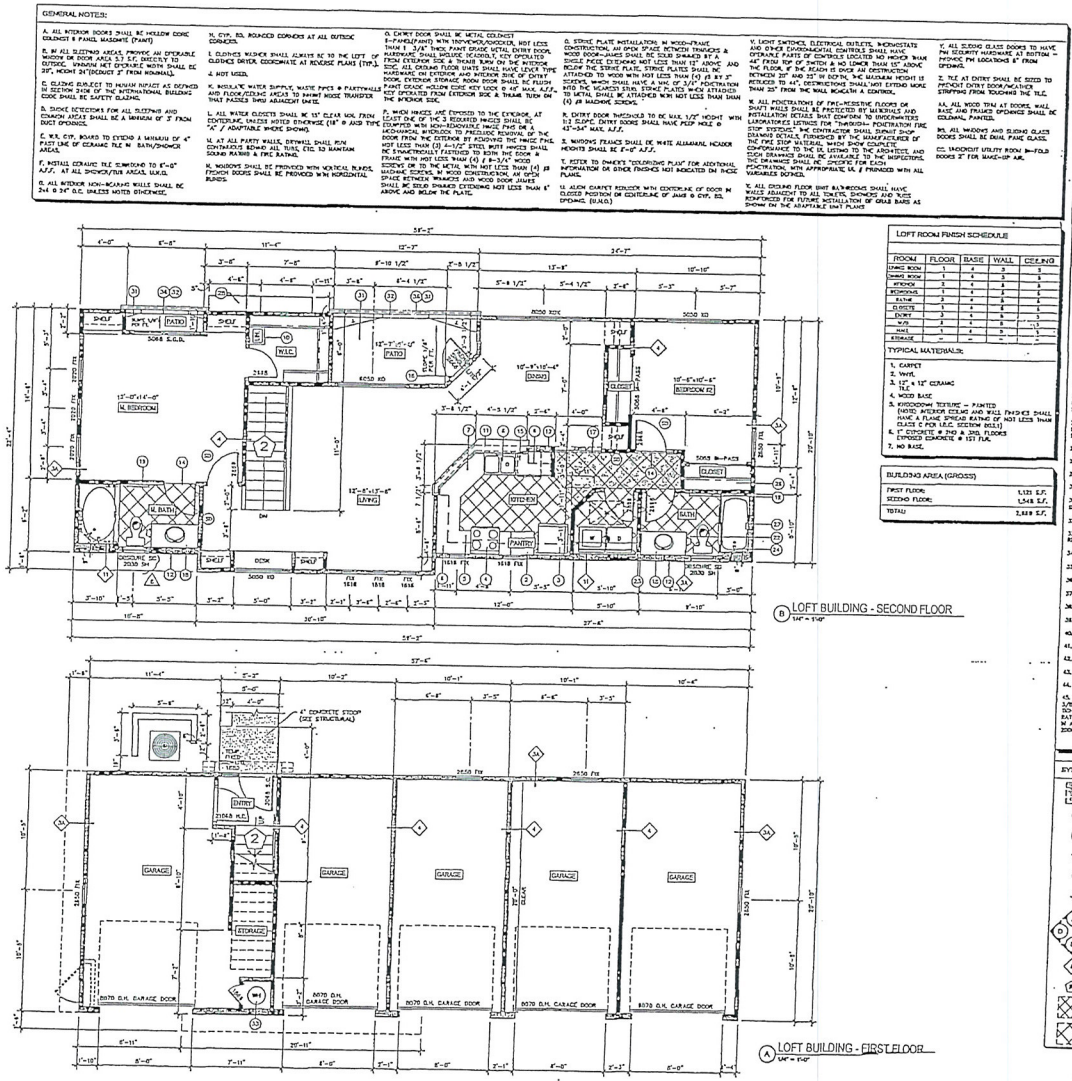
GENERAL NOTES:
A. ALL INTERIOR DOORS SHALL BE HOLLOW CORE EXCEPT 8 PANEL MASONITE (PAINT)
B. IN ALL SLEEPING AREAS, PROVIDE AN OPERABLE WINDOW OR DOOR AREA 5.7 S.F. DIRECTLY TO OUTSIDE. MINIMUM NET OPENABLE WIDTH SHALL BE 20", HEIGHT 24"(REDUCED 2" FROM NORMAL).
C. GLAZING SUBJECT TO HUMAN IMPACT AS DEFINED IN SECTION 2406 OF THE INTERNATIONAL BUILDING CODE SHALL BE SAFETY GLAZING.
D. SMOKE DETECTORS FOR ALL SLEEPING AND COMMON AREAS SHALL BE A MINIMUM OF 3' FROM DUCT OPENINGS.
E. WM. GYP. BOARD TO EXTEND A MINIMUM OF 4" PAST LINE OF CERAMIC TILE IN BATH/SHOWER AREAS.
F. INSTALL CERAMIC TILE WAINSCOT TO 6'-0" A.F.F. AT ALL SHOWER/TUB AREAS, U.N.O.
G. ALL INTERIOR NON-BEARING WALLS SHALL BE 2x4 @ 24" O.C. UNLESS NOTED OTHERWISE.
H. GYP. BD. BEVELED CORNERS AT ALL OUTSIDE CORNERS.
I. CLOTHES WASHER SHALL ALWAYS BE TO THE LEFT OF CLOTHES DRYER. COORDINATE AT REVERSE PLANS (TYP.)
J. NOT USED.
K. INSULATE WATER SUPPLY, WASTE PIPES @ PARTYWALLS AND FLOOR/CEILING AREAS TO PREVENT NOISE TRANSFER THAT PASSES THRU ADJACENT UNITS.
L. ALL WATER CLOSETS SHALL BE 15" CLEAR MIN. FROM CENTERLINE UNLESS NOTED OTHERWISE (18" @ ANSI TYPE "A" / ADAPTABLE WHERE SHOWN).
M. AT ALL PARTY WALLS, DRYWALL SHALL RUN CONTINUOUS BEHIND ALL TUBS, ETC. TO MAINTAIN SOUND RATINGS & FIRE RATING.
N. WARDROBE SHALL BE PROVIDED WITH VERTICAL BLINDS. FRENCH DOORS SHALL BE PROVIDED WITH HORIZONTAL BLINDS.
O. ENTRY DOOR SHALL BE METAL CLOSNET 8-PANEL(PAINT) WITH 180°VIEWER/KNOCKER, NOT LESS THAN 1 3/4" THICK. PAINT GRADE METAL ENTRY DOOR HARDWARE SHALL INCLUDE DEADBOLT, KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE. ALL GROUND FLOOR UNITS SHALL HAVE LEVER TYPE HARDWARE ON EXTERIOR AND INTERIOR SIDE OF ENTRY DOOR. EXTERIOR STORAGE ROOM DOOR SHALL BE FLUSH PAINT GRADE HOLLOW CORE KEY LOCK @ 48" MAX. A.F.F., KEY OPERATED FROM EXTERIOR SIDE & THUMB TURN ON THE INTERIOR SIDE.
P. WHEN HINGES ARE EXPOSED TO THE EXTERIOR, AT LEAST ONE OF THE 3 REQUIRED HINGES SHALL BE EQUIPPED WITH NON-REMOVABLE PINS PER U.B.C. MECHANICAL INTERLOCK TO PREVENT REMOVAL OF THE DOOR FROM THE EXTERIOR BY REMOVING THE HINGE PINS. NOT LESS THAN (3) 4-1/2" STEEL BUTT HINGES SHALL BE SYMMETRICALLY FASTENED TO BOTH THE DOOR & FRAME WITH NOT LESS THAN (4) 3-1/4" WOOD SCREWS OR TO THE METAL WITH NOT LESS THAN (4) #8 MACHINE SCREWS. IN WOOD CONSTRUCTION, AN OPEN SPACE BETWEEN JAMBS AND WOOD DOOR JAMBS SHALL BE SOLID WOOD EXTENDING NOT LESS THAN 6" ABOVE AND BELOW THE STRIKE.
Q. STRIKE PLATE INSTALLATION: IN WOOD-FRAME CONSTRUCTION, AN OPEN SPACE BETWEEN TRIMMERS & WOOD DOOR-JAMBS SHALL BE SOLID SHIMMED BY A SHIELD PIECE EXTENDING NOT LESS THAN 12" ABOVE AND BELOW THE STRIKE PLATE. STRIKE PLATES SHALL BE ATTACHED TO WOOD WITH NOT LESS THAN (4) #8 X 3" SCREWS, WHICH SHALL HAVE A MIN. OF 3/4" PENETRATION INTO THE NEAREST STUD. STRIKE PLATES WHEN ATTACHED TO METAL SHALL BE ATTACHED WITH NOT LESS THAN THAN (4) #8 MACHINE SCREWS.
R. ENTRY DOOR THRESHOLD TO BE MAX. 1/2" HEIGHT WITH 1:2 SLOPE. ENTRY DOORS SHALL HAVE PEEP HOLE @ 42"-54" MAX. A.F.F.
S. WINDOWS FRAMES SHALL BE WHITE ALUMINUM. HEADER HEIGHTS SHALL BE 8'-0" A.F.F.
T. REFER TO OWNER'S "COLORING PLAN" FOR ADDITIONAL INFORMATION OR OTHER FINISHES NOT INDICATED ON FACE PLANS.
U. ALIGN CARPET REDUCER WITH CENTERLINE OF DOOR IN CLOSED POSITION OR CENTERLINE OF JAMB @ GYP. BD. OPENING (U.N.O.)
V. LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS SHALL HAVE OPERABLE PARTS OF CONTROLS LOCATED NOT HIGHER THAN 48" FROM TOP OF SWITCH & NO LOWER THAN 15" ABOVE THE FLOOR, IF THE REACH IS OVER AN OBSTRUCTION BETWEEN 20" AND 25" IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 46", OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25" FROM THE WALL REACH-IN & CONTROL.
W. ALL PENETRATIONS OF FIRE-RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO UNDERWRITERS LABORATORIES LISTINGS FOR "THROUGH-PENETRATION FIRE STOP SYSTEMS." THE CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILS, FURNISHED BY THE MANUFACTURER OF THE FIRE STOP MATERIAL, WHICH SHOW COMPLETE CONFORMANCE TO THE UL LISTING TO THE ARCHITECT, AND SUCH SHALL BE AVAILABLE TO THE INSPECTORS. THE DRAWINGS SHALL SPECIFIC FOR EACH PENETRATION, WITH APPROPRIATE UL # PROVIDED WITH ALL VARIABLES DEFINED.
X. ALL EXCLUDE FLOOR UNIT BATHROOMS SHALL HAVE WALLS ADJACENT TO ALL TOILETS, SHOWERS AND TUBS REINFORCED FOR FUTURE INSTALLATION OF GRAB BARS AS SHOWN ON THE ADAPTABLE UNIT PLANS
Y. ALL SLIDING GLASS DOORS TO HAVE PIN SECURITY HARDWARE AT BOTTOM - PROVIDE PIN LOCATIONS 8" FROM OPENING.
Z. TILE AT ENTRY SHALL BE SIZED TO PREVENT ENTRY DOOR/WEATHER STRIPPING FROM TOUCHING THE TILE.
AA. ALL WOOD TRIM AT DOORS, WALL BASE AND FRAMES OPENINGS SHALL BE COLONIAL PAINTED.
BB. ALL WINDOWS AND SLIDING GLASS DOORS SHALL BE DUAL PANE GLASS.
CC. UNVENTED UTILITY ROOM 8-FOLD DOORS 2" FOR MAKE-UP AIR.
LOFT ROOM FINISH SCHEDULE
ROOM | FLOOR | BASE | WALL | CEILING
LIVING ROOM 1 4 3 5
DINING ROOM 1 4 3 5
KITCHEN 3 4 5 5
BEDROOMS 1 4 5 5
BATHS 3 4 5 5
CLOSETS 1 4 5 5
ENTRY 3 4 5 5
HALL 1 4 5 5
STORAGE - - - -
TYPICAL MATERIALS:
1. CARPET
2. VINYL
3. 12" x 12" CERAMIC TILE
4. WOOD BASE
5. KNOCKDOWN TEXTURE - PAINTED (MATTE INTERIOR CEILING AND WALL FINISHES SHALL HAVE A FLAME SPREAD RATING OF NOT LESS THAN CLASS C PER U.B.C. SECTION 803.3)
6. 1" CONCRETE @ END & 2ND. FLOORS EXPOSED CONCRETE @ 1ST FLR.
7. NO BASE.
BUILDING AREA (GROSS)
FIRST FLOOR: 1,121 S.F.
SECOND FLOOR: 1,548 S.F.
TOTAL: 2,669 S.F.
KEYED NOTES:
1. FACE FRAME CABINET W/WIRE DOOR
2. 12" DEEP WOOD SHELF
3. REFRIGERATOR
4. OVEN FRONT PANEL CONTROLS AT AND TYPE "A" UNITS. EXHAUST HOOD/MICROWAVE ABOVE
5. BASE CABINET
6. UPPER CABINET
7. PLASTIC LAM. COUNTER W/ 4" SPLASH U.N.O.
8. SINK W/ DISPOSAL
9. NOT USED
10. 3 PLANT GRADE SHELVES W/ WOOD APRON 12" DEEP
11. 2x4 (2X6) LOW WALL - SEE DETAIL 61/D6
12. 6" PLUMBING WALL
13. NOT USED
14. CARPET REDUCER
15. DISHWASHER
16. ALUM. THRESHOLD - 1/2" MAX. HT. (ENTRY & PATIO DOOR)
17. LINE OF SOFFIT OR CEILING HEIGHT CHANGE ABOVE
18. PLASTIC LAMINATE COUNTER TOP WITH SINK & SPLASH WITH FULL WIDTH MIRROR
19. 24" TOWEL BAR/TOWEL RING
20. NOT USED
21. NOT USED
22. TOILET PAPER DISPENSER
23. RECESSED MEDICINE CABINET
24. PICTURE CONTROL AREA
25. 3 - PLASTIC COATED WIRE SHELF W/ INTERNAL ROD. (CLOSET MAID OR EQ.) @ HGTS. PER OWNER. SEE GENERAL NOTE I
26. 1- PLASTIC COATED WIRE SHELF W/ INTERNAL ROD. (CLOSET MAID OR EQ.) @ HGTS. PER OWNER. SEE GENERAL NOTE I
27. SOAP DISH
28. LINE OF ROOF BELOW
29. NOT USED
30. CARBON MONOXIDE DETECTOR
31. 2" UNIL HANDROCK ECHO, 0/30# FELT AND EXCELSIOR - SLOPE ECHEL 1/4"/FT TO OPENINGS
32. SCUPPER - SEE DETAIL 47 / D4
33. WATER HEATER TO HAVE TEMP. & PRESSURE RELIEF VALVE TO EXTERIOR
34. DRYWALL LEDGE @ +30"
35. SHOWER ENCLOSURE (TEMP.)
36. PATIO WALL WITH POPOUTS - SEE DETAIL 48/D5
37. STUCCO SOFFIT @ 8'-0"
38. NOT USED
39. (4) DRYWALL SHELVES 16" DEEP.
40. (4) WIRE SHELVES (TIGHT MESH @ PANTRY)
41. 3x8 WALL
42. CHASE
43. ATTIC SCUTTLE SEE DETAIL 37/D4 ALTERNATE
44. CEILING RIDGE
45. SELF CLOSING, EIGHT FITTING SOLID WOOD DOOR 1 3/8" (35mm) IN THICKNESS, OR A SELF CLOSING EIGHT FITTING DOOR HAVING A FIRE PROTECTION RATING OF NOT LESS THAN 20 MINUTES WHEN TESTED IN ACCORDANCE WITH NFPA 252 OR UL 10C PER 2000 U.B.C. SECTION 714.3.3
LEGEND, SCHEDULE:
INDICATES 8'-0" A.F.F. FURR DOWN
SMOKE DETECTOR - COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
CARBON MONOXIDE DETECTOR - COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
FIRE RISER - SEE PLUMBING PLANS FOR DOCUMENTATION, DETAIL 70/D4 & FIRE PROTECTION PLANS
CEILING MOUNTED EXHAUST FAN - COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
WALL MOUNTED EXHAUST FAN - COORDINATE LOCATION WITH ELECTRICAL & MECHANICAL DRAWINGS
INTERIOR ELEVATIONS - SEE SHEETS A3.1 THRU A3.4
SEE SHEET FP1 FOR SOUND & FIRE RATED WALLS, FLOOR/CEILING & ROOF ASSEMBLIES.
STAIRS - SEE SHEETS A1.4.3
VINYL FLOORING
CERAMIC TILE APPLIED OVER NOISE CONTROL MATTING SEE 70/FP1
A. LOFT BUILDING - FIRST FLOOR 1/4" = 1'-0"
B. LOFT BUILDING - SECOND FLOOR 1/4" = 1'-0"
LOFT FLOOR PLAN
biltform architecture
biltform architecture group of nevada, inc.
1230 west moana road, suite 10 phoenix, arizona 85014
phone: 602.241.1220 fax: 602.241.1212
Picerne at Providence III
Rental Apartment Community
Las Vegas, Nevada
Picerne Development Corp.
1420 E. Missouri Ave., Suite 100 Phoenix, Arizona 85014-2469
PHONE: (602) 733-8844
REVISIONS:
1 -
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JOB NO. 08-018
DATE JANUARY 21, 2010
SCALE: 1/4" = 1'-0"
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City of Las Vegas
EOT-41823

LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

August 9, 2007

Ms. Lisa Kremer
KB Home Nevada, Inc.
5655 Badura Avenue
Las Vegas, Nevada 89118

RE: SDR-21091 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JULY 11, 2007

Dear Ms. Kremer:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 492-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 20.9 acres at the southeast corner of Egan Crest Drive and Grand Teton Drive (APNs 126-13-515-001 through 116, 126-13-511-001 through 009, and 126-13-510-005), PD (Planned Development) Zone [M (Medium Density Residential) Cliff's Edge Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Planning & Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan date stamped 05/07/07, landscape plan and building elevations date stamped 04/05/07, except as amended by conditions herein.

3. The applicant shall provide additional landscaping than what is required by Chapter 19.12 on the south boundary of this site, subject to approval by the Planning and Development Department.

4. Site Development Plan Review (SDR-6728) is hereby expunged.

5. 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.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-41823

6. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

7. 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).

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. 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.

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. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. A Reversionary Map shall be recorded prior to the issuance of any permits that pertain to this application for the purpose of eliminating the existing lot lines created by the Oxford Commons Unit 1 and 2 Final Maps.

13. A Petition of Vacation shall be recorded for the purpose of vacating all public easements, such as public sewer and drainage easements not being used with this site, prior to the issuance of any building permits that pertain to this application.

14. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

15. If not already constructed by the Master Developer, construct half-street improvements including appropriate overpaving (if legally able) on Grand Teton Drive and Egan Crest Way adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete). In addition, a minimum of two lanes of paved, legal access to the nearest constructed public street shall be in place prior to final inspection of any units within this site.

16. If not constructed at the time of development by the Master Developer, landscape and maintain all unimproved right-of-way adjacent to this site concurrent with development of this site.

17. If not obtained at the time of development by the Master Developer, obtain an Encroachment Agreement for all landscaping and private improvements in the public rights-of-way adjacent to this site.

18. Gated access driveways shall be designed, located and constructed in accordance with Standard Drawing #222A and the approved queuing analysis on file with the Traffic Engineering Division.

19. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

20. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

21. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, or the submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

22. Site development to comply with all applicable conditions of approval for previous zoning actions, Cliff's Edge Parent Map, Cliff's Edge Development Standards, Design Guidelines and Development Agreement, and all other applicable site-related actions.

23. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. We note that this subdivision is designed without knuckles and therefore requires approval for this deviation from standards.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Aaron Shein
Picerne Providence III
4880 West University Avenue, Suite B
Las Vegas, Nevada 89103

Mr. Bob Gronauer
KKBRF
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
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STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 19, 2009

Ms. Janet Love
KB Home Nevada, Inc.
5655 Badura Avenue
Las Vegas, NV 89118

RE: EOT-34336 - EXTENSION OF TIME
CITY COUNCIL MEETING OF JUNE 17, 2009

Dear Ms. Love:

The City Council at a regular meeting held June 17, 2009 APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-21091) FOR A PROPOSED THREE-STORY, 492-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 20.0 acres at the southeast corner of Egan Crest Drive and Grand Teton Drive (APN 126-13-501-022), PD (Planned Development) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 18, 2009. This approval is subject to:

Planning & Development

1. This Site Development Plan Review (SDR-21091) shall expire on July 11, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-21091) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Aaron Schein
Picerne Providence III
4880 West University Avenue, Suite B
Las Vegas, NV 89103

Mr. Robert Gronauer
Kummer Kaempfer Bonner Renshaw & Ferrario
3800 Howard Hughes Parkway, Seventh Floor
Las Vegas, NV 89169

CITY OF LAS VEGAS
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KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

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CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

May 18, 2011

VIA HAND DELIVERY

City of Las Vegas
Department of Planning
333 S. Rancho Road
Las Vegas, Nevada 89106

Re: Extension of Time Request for SDR-21091
KB Home –Oxford Commons
Justification Letter

To Whom It May Concern:

Please be advised our office represents KB Home (the "Applicant"), in the above-referenced matter. The applicant is requesting a second extension of time for property located on the southeast corner of Egan Crest Drive and Grand Teton, more particularly known as assessor's parcel number 126-13-501-022 (the "Site").

On or about July 11, 2007, the City approved SDR-21091 and on or about June 17, 2009, the City approved the first extension of time (EOT-34336) request. The applicant is requesting an additional two years to preserve the site plan review. Current market and economic conditions have created delays in project development and financing. Additionally, there have not been any significant changes in facts or circumstances since the approval.

Thank you in advance for your consideration. If you have any questions or need anything further please do not hesitate to contact Ann Pierce or me.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Robert J Gronauer by Ann

Bob Gronauer

RJG/amp

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MAY 18 2011
City of Las Vegas

EOT-41823

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City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-41832 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: A&M LAKE MEAD, LLC - Request for a Minor Site Development Plan Review of a previously approved Special Use Permit (SUP-37566) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

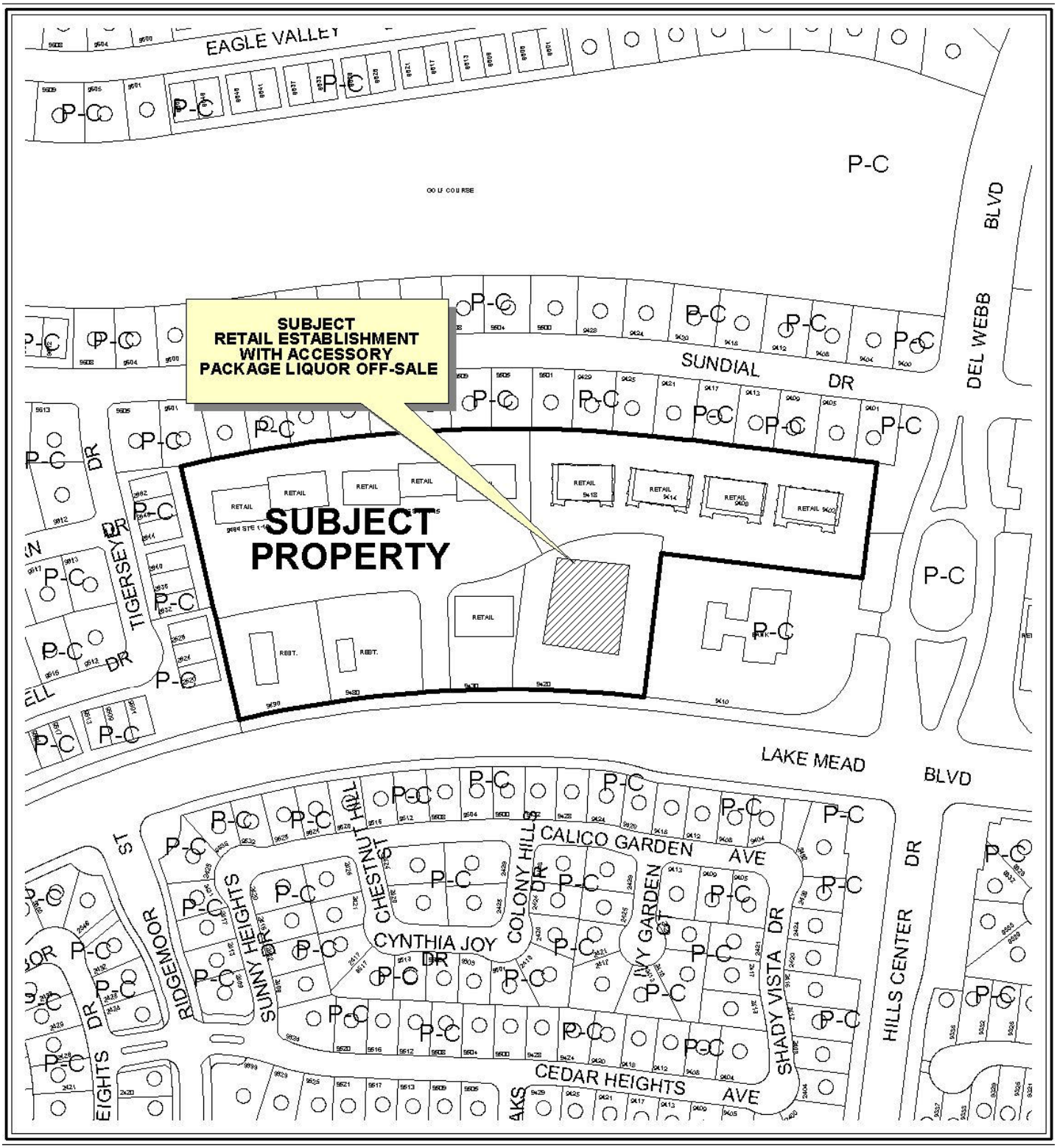
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37566
5. Justification Letter



0 200 400 Feet

CASE: EOT-41832

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

0 200 400 Feet

CASE: EOT-41832

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: A&M LAKE MEAD, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41832	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41832 CONDITIONS

Planning

1. This Special Use Permit (SUP-37566) shall expire on May 19, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-37566) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

A Special Use Permit (SUP-37566) was previously approved for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 13,905 square-foot retail establishment at the subject site located at 9420 West Lake Mead Boulevard. No recent building permits have been issued. There have not been any significant changes in land use or development in the surrounding area. The applicant is requesting an extension of time to complete and submit the required paperwork for their liquor license. Staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/03/87	The City Council approved a request for Rezoning (Z-0044-87) from N-U (Non-Urban) to PC (Planned Community) of property generally located between Lake Mead Boulevard and Summerlin Parkway west of Rampart Boulevard. Additionally, the City Council approved a request for a Review of the Development Plan for Sun City [Z-0044-87(A)] and an Amendment to the Summerlin Development Standards [Z-0044-87(B)]. The Planning Commission recommended approval.
05/19/10	The City Council approved a request for a Special Use Permit (SUP-37566) for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 13,905 square-foot retail establishment at 9420 West Lake Mead Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
05/23/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/05/99	A business license (C05-01841) was issued for Tobacco Sales at 9420 West Lake Mead Boulevard. The license is still active.
10/05/99	A business license (D11-00148) was issued for a Drug Store at 9420 West Lake Mead Boulevard. The license is still active.
07/18/08	A business license (Q04-00081) was issued for a Pharmacy Firm at 9420 West Lake Mead Boulevard. The license is still active.
04/20/10	A business license (V02-01924) was issued for a DVD Automated Rental Kiosk at 9420 West Lake Mead Boulevard. The license is still active.
There have been no current building permits issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.39

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	SC (Service Commercial)	P-C (Planned Community)
North	Retail Establishment	SC (Service Commercial)	P-C (Planned Community)
South	Single Family Residences)	SC (Service Commercial)	P-C (Planned Community)
East	Financial Institution-General	SC (Service Commercial)	P-C (Planned Community)
West	Retail Establishment	SC (Service Commercial)	P-C (Planned Community)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Sun City Summerlin	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
P-C (Planned Community) 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

This is the first request for an Extension of Time for a previously approved Special Use Permit (SUP-37566) for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 13,905 square-foot retail establishment at the subject site located at 9420 West Lake Mead Boulevard.

No recent building permits have been issued. There have not been any significant changes in land use or development in the surrounding area.

Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a business license for the intended use.

FINDINGS

The Special Use Permit (SUP-37566) has not met the requirements outlined in Title 19.16.110 to exercise the entitlement as a business license has not yet been issued. The applicant is requesting an extension of time to complete and submit the required paperwork for their liquor license. Staff is recommending approval with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-37566) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41832** APN: 138-18-821-005

Name of Property Owner: A&M Lake Mead LLC

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

RECEIVED
MAY 20 2011
City of Las Vegas

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: ALBERT GHIAM

Subscribed and sworn before me PARVIZ EFTEKHARI (NOTARY PUBLIC)

This 9TH day of May, 2011

_____

Notary Public in and for said County and State

PARVIZ EFTEKHARI
Commission # 1915210
Notary Public - California
Los Angeles County
My Comm. Expires Dec 4, 2014

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 9420 West Lake Mead

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 138-18-821-005 **Ward #** 4

General Plan: existing XX proposed _____ **Zoning:** existing P-C proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER A & M Lake Mead LLC **Contact** Albert Ghiam

Address 23462 Palm Drive **Phone:** (818) 225-2253 **Fax:** _____

City Calabasas **State** CA **Zip** 91302

E-mail Address _____

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ALBERT GHIAM

Subscribed and sworn before me PARVIZ EFTEKHARI (NOTARY PUBLIC)

This MAY 9TH day of _____, 20 11.

PARVIZ EFTEKHARI (NOTARY PUBLIC)

Notary Public in and for said County and State

PARVIZ EFTEKHARI
Commission # 1915210
Notary Public - California
Los Angeles County
My Comm. Expires Dec 4, 2014

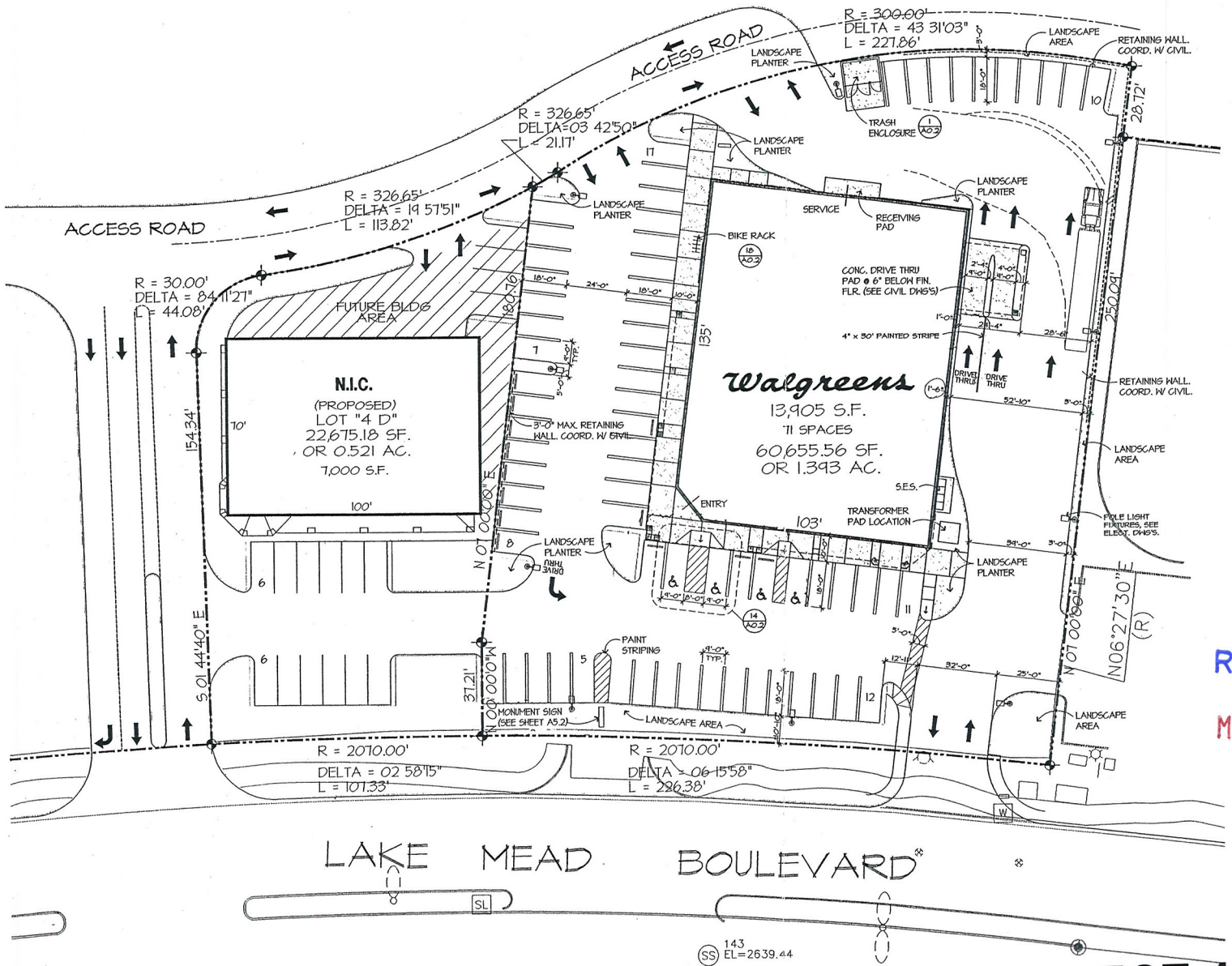
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT 41837
Meeting Date:	
Total Fee:	300.00
Date Received:*	5-20-11
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.

f:\depot\Application Packet\Application Form.pdf



SITE PLAN
SCALE: 1" = 20'-0"

RECEIVED
MAY 20 2011

EOT-41832

106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

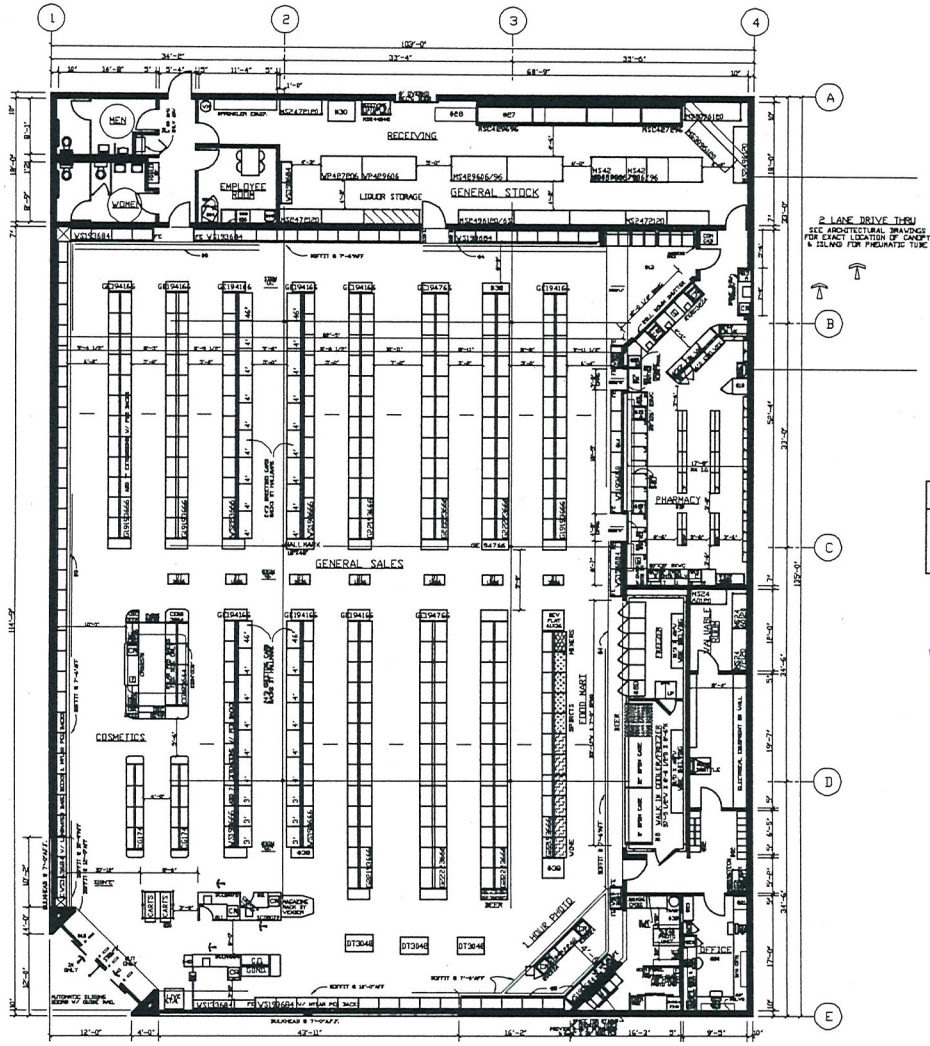
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 04242

PROJECT NAME
WALGREENS STORE
9420 W LAKE MEAD BLVD
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT: 04242-A01-BW-16NOV09
VOID PLOT:
SCALE: 1"=20'-0"
DRAWN BY: K. THALMANN COB
DATE: 11-16-09
DRAWING NO. A0.1

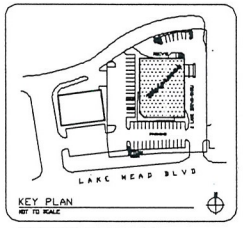


LIQUOR LICENSE LEGEND

BEER SALES
WINE SALES
SPIRIT SALES
MIXER SALES
LIQUOR STORAGE

OCCUPANCY LOAD
TOTAL OCCUPANCY: 411
TOTAL LIQUOR SQUARE FEET
TOTAL LIQUOR SALES: 787 SQ. FT.
TOTAL SALES: 9057 SQ. FT.
% SALES FLOOR DEVOTED TO LIQUOR = 8%

RECEIVED
MAY 20 2011



KEY PLAN
NOT TO SCALE

FOR REFERENCE ONLY: SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SALES AREA
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C" CHECKOUT/THANK YOU
SIGN "E" ENTRANCE/EXIT
SIGN "L" LIQUOR/THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARDS
SIGN "COS" COSMETIC HANGING CUBE 8" X 8" X 30"H @ 8'-0" AFF
SIGN "SB" SAN BRUNO CHECKOUT LANE 6
SIGN "N" SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "O" CONSULTATION WINDOW

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "S" CORNICE SPECIFIED ON THIS DRAWING TO BE 30FFIT MOUNTED.
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION, F. SPACE BEHIND CASES
A. MASTER-BILT 3 DOOR MEDIUM TEMP CASE BMG-60, 64"W X 34.5"D X 78.5"H
B. MASTER-BILT 3 DOOR LOW TEMP CASE BLG-60, 64"W X 34.5"D X 78.5"H
C. MASTER-BILT 6 DOOR MEDIUM TEMP CASE BMG-92, 96"W X 34.5"D X 78.5"H
D. MASTER-BILT 5 DOOR LOW TEMP CASE BLG-92, 96"W X 34.5"D X 78.5"H
E. MASTER-BILT 2 DOOR BACK-BAR CASE BBG-32, 32"W X 24"D X 78.5"H
F. MASTER-BILT VIS ICEMAKER CIM-0330FA, 30"W X 24"D X 79"H
8. MASTER-BILT WALK-IN COOLER-PROVIDE ___ DOOR(S) CONSISTING OF:
___ 3'-3/4" X 7'-0" EACH AND
___ 8 BOLT PRECISION DOORS 2'-6 3/8" X 7'-0" EACH BY ANTHONY:
___ DOOR(S) FOR EACH DOOR PROVIDE (7) 7'H X 24"D-4 SHELF GRAVITY SHELVES UPPER (3) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS
___ DOOR(S) FOR EACH DOOR PROVIDE (7) 27"D ANTHONY WIRE SHELVES AND (4) 84" POSTS.
___ DOOR(S) - 2 ROLLER CONVEYOR AT FLOOR LEVEL
___ & DOOR(S) FOR EACH DOOR PROVIDE (8) 27"D ANTHONY SHELVES
___ DOOR(S) FOR EACH DOOR PROVIDE (8) 27"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
___ DOOR(S) - 2 DOUBLE DECK ROLLER CONVEYOR
___ DOOR(S) FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
9. SEE CHEST BY VENDOR, APPROX 32 X 24 X 78
10. PAINTING TO BE 10PH DOUBLE LINE RAILS
11. PROVIDE CANOPY OVER ENTRY AS SHOWN ON EXTERIOR PATTERN ABOVE
12. PROVIDE TEMPORARY FENCING TO HAVE A GATE AND BE 10'-0" HIGH CHAIN LINK W/ 6'-0" BLACK VINYL BASE AND WINDSCREEN
13. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM
(6) SEATS
(1) TABLE LAMP (WHEN SHOWN)
(1) MAGAZINE RACK LOCATE AT 42" AFF
(6) PIECES OF ARTWORK 60x80 (SEE INTERIOR ELEVATION FOR LOCATION)
14. FIXED GLASS PANEL OPENING (SEE ARCH DWGS)
15. COMPUTER TERMINAL
15A INTERCOM PLUS TERMINAL
15B INTERCOM TERMINAL
15C TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATION
19. PROVIDE A CANTILEVER OVER WITH A RUBBER BUMPER, BY UNDERCOUNTER INSERTS
#1 - RX 3 DRAWER VIAL UNIT
#1 - RX 3 DRAWER FILE INSERT
#1 - RX SPLIT CPU
#1 - RX PHOTO CABINET
#1 - RX DRAWER UNIT INSERT
#1 - RX SPLIT UNIT W/ CPU SHELF
#1 - RX PRINTER INSERT
#1 - RX COMMUNICATION CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER MONITOR
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
25. TELL LOCKER
26. SAFE

STOCKROOM:
27. GRAVITY CONVEYOR
28. MECT-A-FLEX CONVEYOR
29. POWER ROLLER CONVEYOR
30. BALER 50"W X 34"D X 79"H

EMPLOYEE ROOM
31. TV, VCR & BRACKET PROVIDED BY WALGREENS
32. DW/MICE LOCKERS (1) 9'W X (2) 6'W X 18"D
33. 8'-0"W X 6'D EMPLOYEE COUNTER W/ CABINETS
34. EMPLOYEE ROOM REFRIGERATOR
35. EMPLOYEE ROOM SINK OR COUNTERS
36. 8'-0" MIRROR ON WALL ABOVE COUNTER

MISC:
37. (2) ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: FOREVE, BARE, & SHOES; OLD PANEL TO REMAIN.
39. PROVIDE OPENING FOR ONE VAT @ AISLE GB3. INTERIOR ELEVATION FOR LOCATIONS
40. NEWSPAPER RACK BY VENDOR

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS	G. KRAUSS	12-6-96
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	V. SHEA	11-20-96
VICE PRESIDENT DRUG STORE OPERATIONS	J. KARLIN	1-8-97
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J. MARK	12-6-96

Walgreens
FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL. 60015
847-940-2500

PROJECT DATA

TYPE		GENERAL SALES	☒	FOOD MART	☒
NEW LOCATION	☒	PHARMACY	☒	BEER	☐
NEW LOCATION EXIST'G BLDG.	☐	LIQUOR	☐	SECURITY	☐
REMODEL	☐	1 HOUR PHOTO	☒	24 HOUR STORE	☐

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G	TOTAL NEW
GEN. SALES	EXIST					
	NEW	9057	1741	1198		11996
LIQ.	EXIST					
	NEW					
BEER	EXIST					
	NEW					
1 HR. PHOTO	EXIST					
	NEW	825				825
PAINT	EXIST					
	NEW					
MEZZ-ANINE	EXIST					
	NEW					
RX & WAIT'G	EXIST					
	NEW	984				984
FOOD MART	EXIST					
	NEW	708				708
TOTAL EXIST						
TOTAL NEW		10966	1741	1198		13905

TOTAL AREA FIRST FLOOR 13905 SQ. FT.
TOTAL AREA OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS AND ALL LEVELS 13905 SQ. FT.
RX SHELVING LINEAL FEET 97 LIN. FT.
RX SQUARE FOOT AREA 798 SQ. FT.

FIXTURE MANUFACTURER
KICHLER/MYERS ☐ MADIX/MYERS ☐ LOZIER/STOREKRAFT ☒

REVISIONS

NO.	DATE	BY	DESCRIPTION	CONST.
01	5-20-97	CAB	REVISE D1 PER MDL (2103)	

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA. AS SIGNED BY MY HAND AND SEAL.

PROJECT NAME
DEL WEBB AND LAKE MEAD
LAS VEGAS, NV

DRAWING TITLE
FIXTURE PLAN

DATE: 11-11-96
DRAWN BY: G. BOWEN
SCALE 1/8"=1'-0"
CADD PLOT: FD14243102
VOID PLOT: FD14243102
STORE NO. 1270-04242
RELEASED TO CONSTRUCTION
DRAWING NO. D1
OF DWGS.

PLOT: 11/21/1996 08:19:00

EOT-41832

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

May 20, 2010

Mr. Albert Ghiam
A&M Lake Mead, LLC
23462 Palm Drive
Calabasas, California 91302

RE: SUP-37566 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 19, 2010

Dear Applicant:

The City Council at a regular meeting held May 19, 2010, APPROVED the request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 20, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. All signage shall comply with Title 19.14 and the Sun City Summerlin Development Standard.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. 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 beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

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City of Las Vegas

EOT-41832

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.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Rebecca Lidskin
Walgreen Company
104 Wilmot Road, MS #1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
300 South Fourth Street, Suite #1700
Las Vegas, Nevada 89101

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER (1918-1996)
JON R. COLLINS (1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III
ERIN FLYNN
JENNIFER ROBERTS
MARK A. CLAYTON

MICHAEL D. KNOX
MEREDITH L. STOW
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
SUSAN L. MYERS
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
ROBERT W. HERNQUIST
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
JAMES B. GIBSON
GREG J. CARLSON
JING ZHAO
JOHN TENNERT

May 19, 2011

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS

*ADMITTED IN CA ONLY
WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

VIA HAND DELIVERY

Planning Department
City of Las Vegas
Development Services Center
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: ***Application for Extension of Special Use Permit - SUP-37566***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. to respectfully request an extension of time on the approval of a special use permit for the addition of accessory "off-sale" package beer, wine, and liquor at the premises of Walgreens at 9420 West Lake Mead Boulevard. The special use permit was approved by the Las Vegas City Council on May 19, 2010, subject to a one-year expiration period unless a business license has been issued. The company is still in the process of completing and submitting its liquor license application. Therefore, the company respectfully requests an extension of the approval for one year to allow additional time to obtain the liquor license.

The location is currently operating and licensed as a drug store in a P-C, Planning Community, zoning district. The proposed sale of packaged liquor will not adversely affect surrounding properties, as Walgreens previously met with and received no objection from the Sun City-Summerlin Board. In addition, the store abuts the commercial corridor of Lake Mead Boulevard and there are other businesses along Lake Mead Boulevard that sell alcohol, so the use would not be unique to the area.

As the City Council previously approved a special use permit for the sale of packaged beer, wine, and liquor for consumption off-premises, an extension of time of one year to allow Walgreens to obtain its liquor license would be appropriate.

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MAY 20 2011
City of Las Vegas
EOT-41832

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

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MAY 20 2011
City of Las Vegas

EOT-41832

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-41833 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37605) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

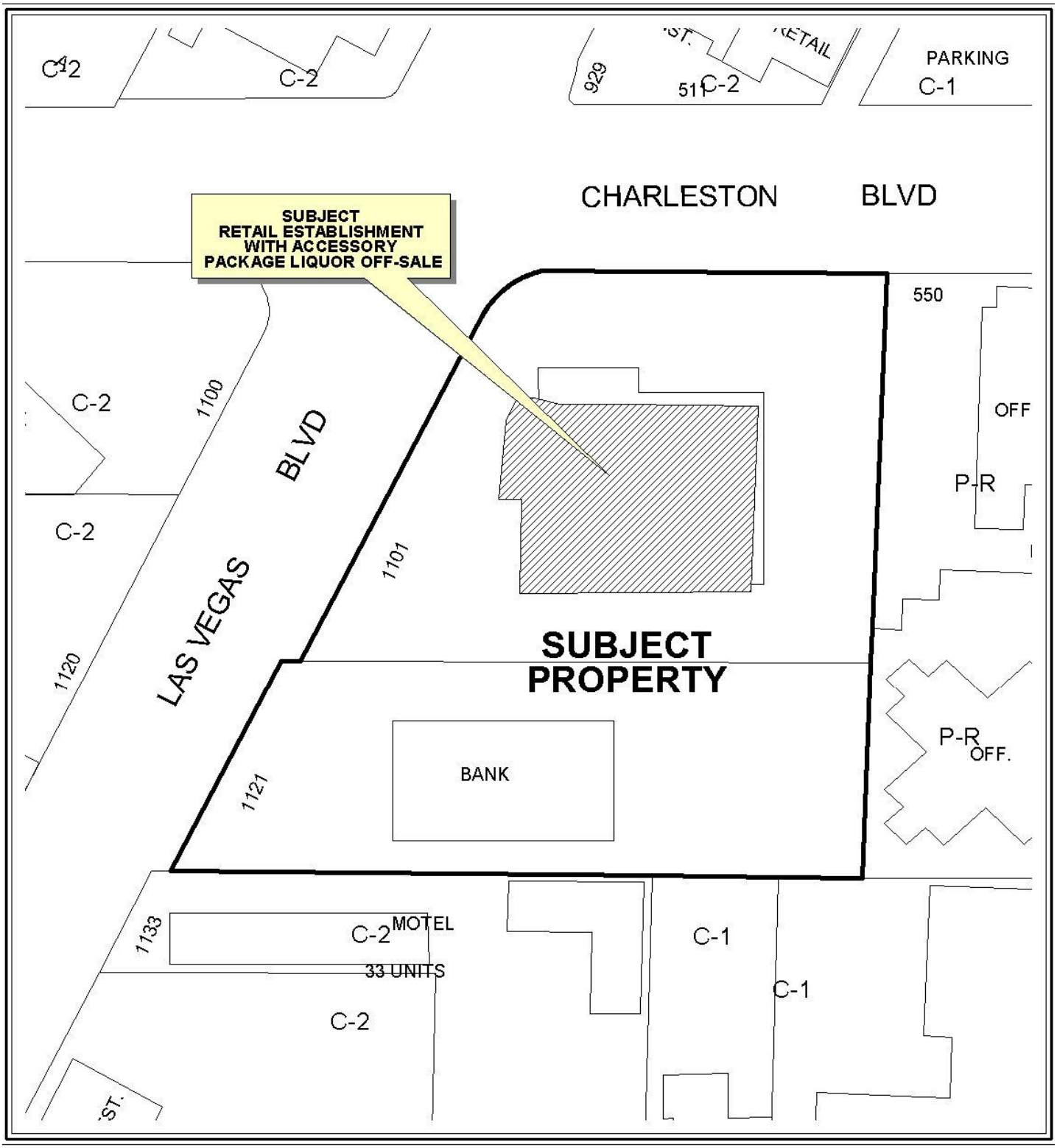
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37605
5. Justification Letter



CASE: EOT-41833

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 100 200 Feet

CASE: EOT-41833

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: LAKEWEST LAS VEGAS PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41833	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41833 CONDITIONS

Planning

1. This Special Use Permit (SUP-37605) shall expire on May 19, 2012 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-37605) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

A Special Use Permit (SUP-37605) was previously approved for a 79 square-foot Accessory Package Liquor Off-Sale within an existing 15,048 square-foot retail establishment at the subject site at 1101 South Las Vegas Boulevard. No recent building permits have been issued. There is not any open Code Enforcement cases nor has there been any negative police activity at the site. The applicant is requesting an extension of time to complete and submit the required paperwork for their liquor license. Staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/18/10	The City Council approved a request for a Special Use Permit (SUP-37605) for a 79 square-foot Accessory Packaged Liquor Off-Sale within an existing 15,048 square-foot Retail Establishment at 1101 South Las Vegas Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
12/18/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/05/99	A business license (C05-01836) was issued for Tobacco Sales at 1101 South Las Vegas Boulevard. The license is still active.
10/05/99	A business license (D11-00147) was issued for a Drug Store at 1101 South Las Vegas Boulevard. The license is still active.
07/18/08	A business license (Q04-00079) was issued for a Pharmacy Firm at 1101 South Las Vegas Boulevard. The license is still active.
06/30/09	A business license (V02-01826) was issued for a DVD Automated Rental Machine at 1101 South Las Vegas Boulevard. The license is still active.
There have not been any recent building permits issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.48

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	C (Commercial)	C-2 (General Commercial)
North	Retail Establishment, Financial Institution	C (Commercial)	C-2 (General Commercial)
South	Financial Institution, General	C (Commercial)	C-2 (General Commercial)
East	Offices	C (Commercial)	P-R (Professional Office and Parking)
West	Convenience Store, Mini-Storage Facility	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (Downtown South)	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	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-37605) for a 79 square-foot accessory package liquor off-sale within an existing 15,048 square-foot retail establishment located at 1101 South Las Vegas Boulevard. No recent building permits have been issued. There is not any open Code Enforcement cases nor has there been any negative police activity at the site.

Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a business license for the intended use.

FINDINGS

The Special Use Permit (SUP-37605) has not met the requirements outlined in Title 19.16.110 to exercise the entitlement as a business license has not yet been issued. The applicant is requesting an extension of time to complete and submit the required paperwork for their liquor license. Staff is recommending approval with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-37605) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41833** APN: 162-03-114-002

Name of Property Owner: Lake Stony Propertites, LLC

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Lake Stony Properties, sole member
by: Lakewest Equity Inc its general partner
Signature of Property Owner: _____

Print Name: Roger F. Ruttenberg, President

Subscribed and sworn before me
State of Illinois, County of Cook
This 5th day of May, 2011

Dawn M Stevenson
Notary Public in and for said County and State

OFFICIAL SEAL
DAWN M STEVENSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/13

RECEIVED
MAY 20 2011
City of Las Vegas

#4106

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 1101 South Las Vegas Boulevard

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 162-03-114-002 **Ward #** 3

General Plan: existing XX proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

LAKEWEST LAS VEGAS PROPERTIES, LLC

PROPERTY OWNER ~~Lake Stony Properties, LLC~~ **Contact** Dawn Stevenson

Address c/o Atlas Partners, LLC 55 E Monroe St. #2910 **Phone:** (312) 516-5703 **Fax:** (312) 516-5710

City Chicago **State** IL **Zip** 60603

E-mail Address dawn@atlaspartners.com

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Lake Stony Properties, sole member
by: Lakewest Equity, Inc., its General Partner

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Roger F. Ruttenberg, President

State of Illinois / County of Cook
Subscribed and sworn before me

This 5th day of MAY, 2011.

Dawn M Stevenson

Notary Public in and for said County and State

OFFICIAL SEAL
DAWN M STEVENSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/23/13

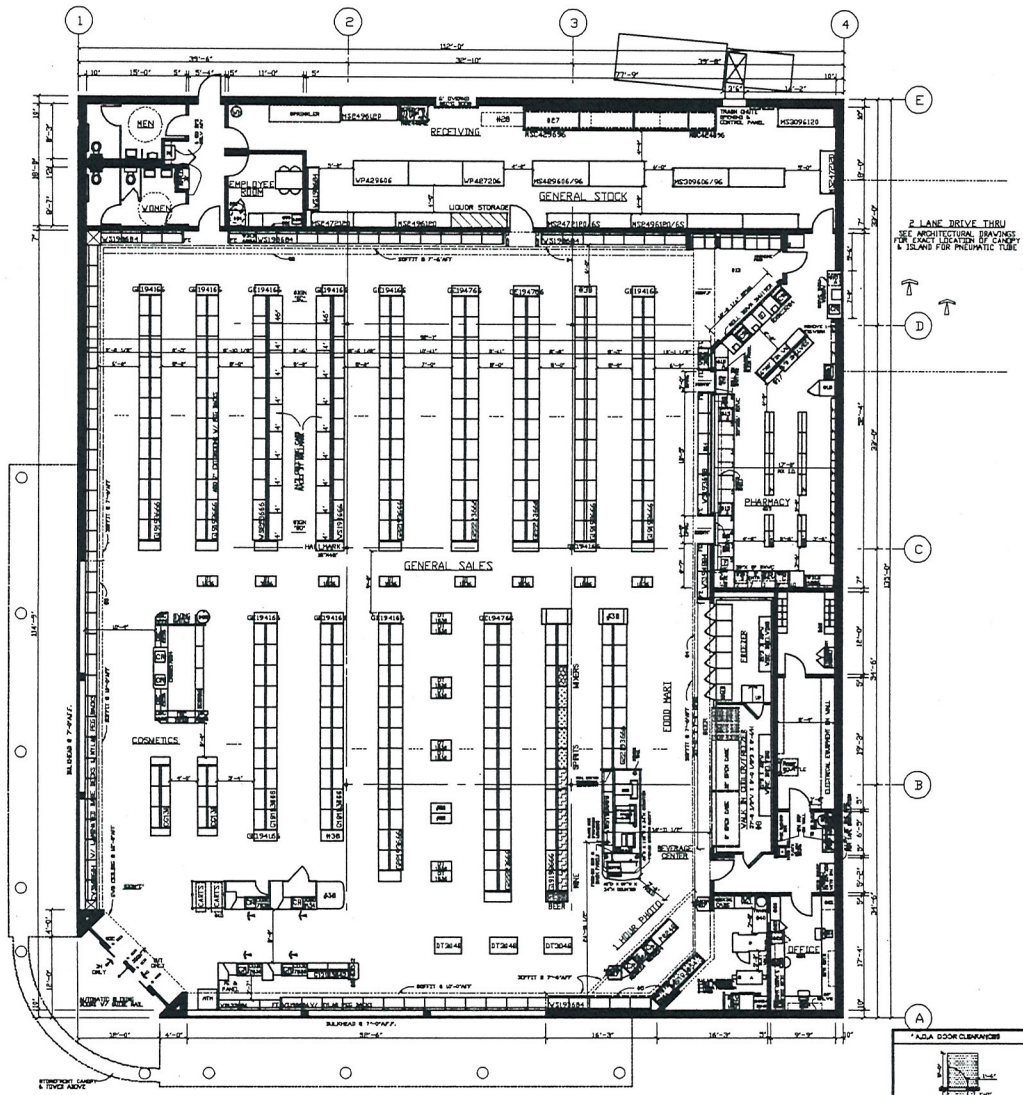
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-41833
Meeting Date:	7-6-11
Total Fee:	300.00
Date Received:*	5-20-11
Received By:	F.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.

f:\depot\Application Packet\Application Form.pdf



INTERIOR HANGING SIGNS

GENERAL SALES SIGNS
ALL SIGNS AND ADULT MAGAZINES @ 10'-0" TO BOTTOM OF SIGN UNLESS OTHERWISE NOTED.

SIGN "T" STORE HOURS SIGN
SIGN "GO" Grab (B)G Only SIGN
SIGN "U" LOW(R) OWN CHECKOUT LANE
SIGN "CA" CALIFORNIA PROPOSITION SIGN (PUT TO BOTTOM OF SIGN)

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" 1 HOUR PHOTO SIGN
SIGN "K" DROP OFF INSTRUCTIONS
SIGN "O" CONSULTATION WINDOW
SIGN "UX" L, A, A.

ATTACH SIGNS TO UNDERSIDE OF CASED OPENINGS.
REFER TO FIXTURE PLAN FOR SIGN LOCATION.
1 NOTCH (T) HOT LOW WALL ANCHOR HOOK
SIGN, SCREW THREADED EYEBOLT INTO ANCHOR, HANG SIGNS FROM EYEBOLT WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA
1. SEE PRODUCT DATA FOR FIXTURE MANUFACTURER
2. REFER TO MANUFACTURER'S SPEC FOR REAR WALL
3. CONNECT TO CABINET
4. PLANTER "B" CORNER SEE ELEVATION THIS DRAWING "D" IS SOFFIT MOUNTED.
5. PHOTO CORNER
6. CANDY SCALE SELF
7. NOTE INDICATES 3 SPACE EQUIPMENT
8. WASTEBASKET 1 DOOR BACKSPACE
9. WASTEBASKET 2 DOOR BACKSPACE
10. WASTEBASKET 2 DOOR BACKSPACE
11. WASTEBASKET 2 DOOR BACKSPACE
12. WASTEBASKET WIRE COOLER
13. WASTEBASKET WIRE COOLER
14. MANUFACTURER'S SPEC FOR CONVEYOR
15. 3 DOORS (1 FOR EACH DOOR) REVERSE
16. 3 DOORS (1 FOR EACH DOOR) REVERSE
17. 3 DOORS (1 FOR EACH DOOR) REVERSE
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PHARMACY DEPARTMENT
43. W. WASHING ROOM
(F) SEATS
(I) MAGAZINE RACK (LOCATE AT 44" AFF
(P) SPACE FOR VENDING SIGN
REFERENCE ELEVATIONS FOR LOCATION
44. CLOSED CIRCUIT TV CAMERA (SEE ARCH DWGS)
45. CONSULTATION ROOM
46. BEDROOM #1 (3 TRAINEE)
47. BEDROOM #2 (3 TRAINEE)
48. TRAINEE BEDROOM
49. PC WORK USE CABINET
50. DRX CABINET
51. HEART RATE MONITOR
52. PREMIER 4 CAMPER EDITION MEDICAL MONITOR
53. RUNNER, INC UNDERCOUNTER REFRIGERATOR
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444. PC WORK USE CABINET
445. DRX CABINET
446. HEART RATE MONITOR
447. PREMIER 4 CAMPER EDITION MEDICAL MONITOR
448. RUNNER, INC UNDERCOUNTER REFRIGERATOR

FIXTURE LEGEND

G	GONDOLA (FA, BSF)	18	36	66	ALL OTHER FIXTURES ARE TYPICALLY CALLED OUT WIDTH-BY-DEPTH-BY-HEIGHT
GE	GONDOLA END	18	36	66	
WS	WALL SHLVG	18	36	84	

*DOES NOT INCLUDE SHELVING OR GROUNDS OR FINISHED END PANELS

* ADA DOOR CLEARANCES

*ACCESSIBLE HEIGHT MAY VARY WITH LOCAL JURISDICTIONS

EXECUTIVE APPROVAL		DATE
SENIOR VICE PRESIDENT FACILITIES DEVELOPMENT		
SENIOR VICE PRESIDENT STORE OPERATIONS		
VICE PRESIDENT STORE OPERATIONS		
REVIEWED BY:		

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
108 WILMOT ROAD
DEERFIELD, IL 60015-5108

PROJECT DATA

TYPE		GENERAL SALES		FOOD MART	
NEW LOCATION	☐	PHARMACY	■	DRIVE-THRU	■
NEW LOCATION SAME BLDG.	☐	1 HOUR PHOTO	■	24 HOUR STORE	☐
REMODEL	■	LIQUOR	☐	OTHER	☐

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXISTING	TOTAL NEW
GENERAL SALES	NEW	9,880	1913	**88		*2,801
	EXISTING					
FOOD MART	NEW					NEW
	EXISTING					
RX	NEW	994				994
	EXISTING					
RX WAITING	NEW					
	EXISTING					
1 HOUR PHOTO	NEW	436				436
	EXISTING					
LIQUOR	NEW					
	EXISTING					
MIXER	NEW					
	EXISTING					
2ND FLOOR	NEW					
	EXISTING					
TOTAL NEW		*2,039	1913	**88		*5,733
TOTAL EXISTING						

TOTAL AREA: FIRST FLOOR *5,733 SQ.FT.
TOTAL AREA: OTHER LEVELS SQ.FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS: *5,733 SQ.FT.
MEZZANINE AREA (IF APPLICABLE) SQ.FT.

E	4-07-08	CS	REMOVE SIGN L FROM GENERAL MERCHANDISE
	8-20-07	CS	REMOVE DOOR TO ELEC ROOM AND REMOVE BACKUP WALL (D11)
	7-02-07	CS	REVISE SIGNAGE FROM "D" TO LENGTHLAND 2ND COFFEE MACHINE, ADD WATER HEATER ON SHELF ABOVE (D18)
D	5-18-05	GMA	(Y04106D09) REVISE FRONT GONDOLA PER MARIA CHIRINOS PER AS BUILT MDI
C	4-22-03	GMA	(Y04106D08) ADD 360 COSMETICS, ADD NEW VENDOR POP BACKS SHIFT GONDOLA TO ACCOMODATE, REVISE 1 HOUR PHOTO TO INCLUDE LOCK MAIL, REWORK SOFFIT AS NEEDED NEW AND RESET FIXTURES, RESET ALADDINS.
B	3-21-03	GMA	(Y04106D07) ADD BEVERAGE BAR, RESET CONSOLAS AS NEEDED, ADD 3 BOWL SINK, HAND SINK, D2S TANKS, AND STRUP RACK, RELOCATE LOCKERS, REWORK BACK AREA TO ACCOMODATE, REWORK CHECKOUTS, NEW AND RESET FIXTURES AS NEEDED.
A	6-25-97	CS	REMOVE GONDOLA FOR FORKLIFT ADD 2 ADD 2 TABLES FOR MORE.
NO.	DATE	BY	DESCRIPTION / CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF NEVADA

STORE NUMBER 04106
PROJECT NAME
WALGREENS STORE
1111 N. LAS VEGAS BLVD.
LAS VEGAS, NV

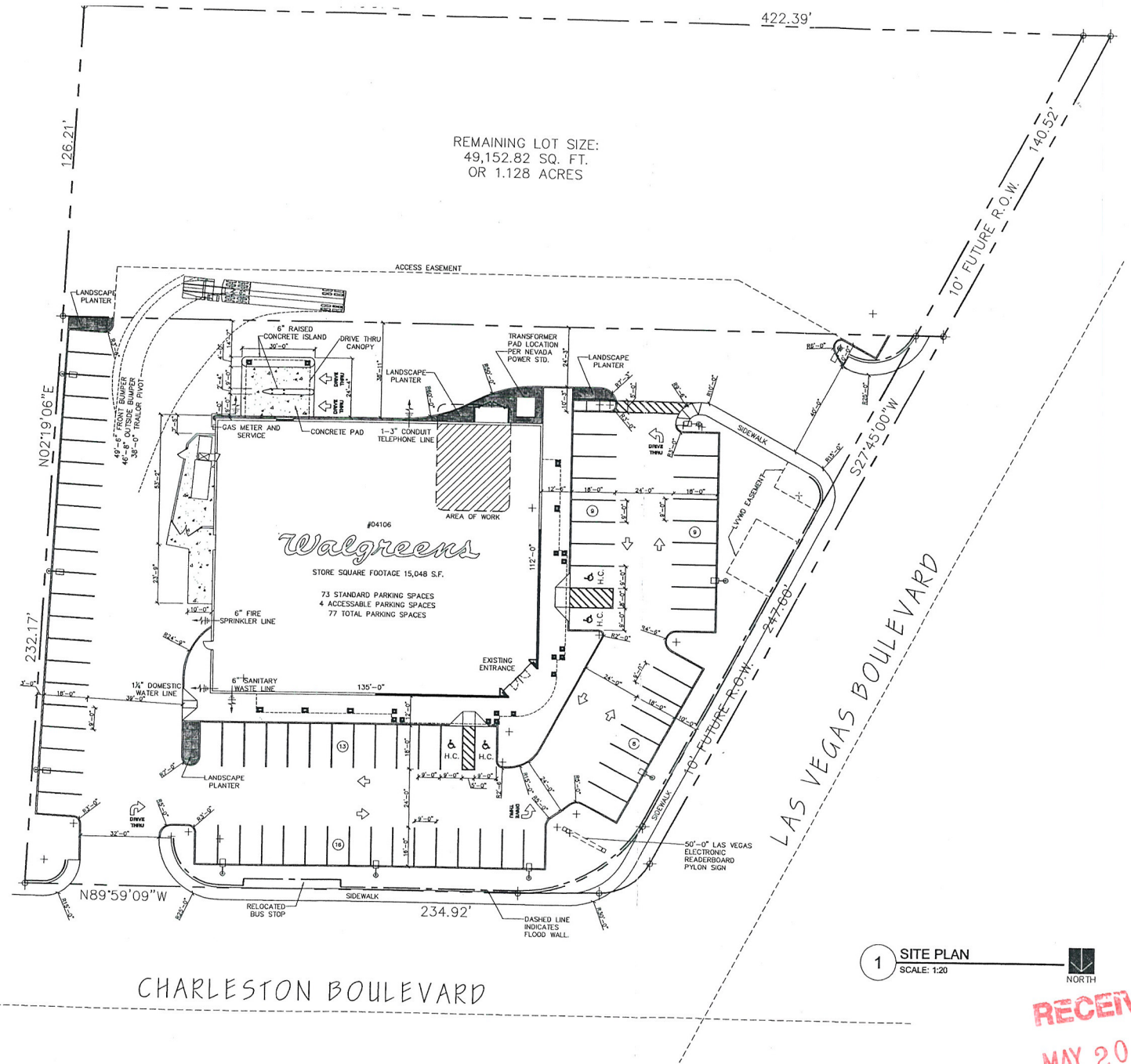
DRAWING TITLE
FIXTURE FLOOR PLAN

CADD PLOT: 04-7601-7-07ATP60A
SCALE: 1/8"=1'-0"
DRAWN BY: CS
VOLUME: 04106-01-07-SHARP
DATE: 8/9/06
SUPERSEDES PLAN DATED:
REVIEWED BY:
DRAWING NO. D1

CVD1BASESHEET (07-30-2004)

RECEIVED
MAY 2 2011
City of Las Vegas

EOT-41833



1 SITE PLAN
SCALE: 1:20

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MAY 20 2011
City of Las Vegas

EOT-41833

FACILITIES PLANNING, DESIGN, & EN
106 WILMOT ROAD
DEERFIELD, IL 60015-5105

DRAWINGS/SPECIFICATIONS BY:
☒ WALGREENS'
☐ LANDLORD'S CONSULTANT

ALL CONSTRUCTION WORK, UNLESS NOTED OTHE
☒ WALGREENS' CONTRACTOR

NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 04106

PROJECT NAME
WALGREENS STORE
1111 NORTH LAS VEGAS BOULEVA
LAS VEGAS, NEVADA

DRAWING TITLE
SITE PLAN

CADD PLOT:	SCALE: 1" = 20'-0"	DRAWI
04106-A01-BW-16NOV09	DRAWN BY: K. THALMANN COS	
VOID PLOT:		

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 4, 2010

Lakewest Las Vegas Properties, LLC
55 East Monroe Street, Suite #2910
Chicago, Illinois 60603

RE: SUP-37605 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 19, 2010

Dear Applicant:

The City Council at a regular meeting held May 19, 2010, APPROVED the request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,048 SQUARE-FOOT RETAIL ESTABLISHMENT at 1101 South Las Vegas Boulevard (APN 162-03-114-002), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 20, 2010. This approval is subject to:

Added Condition

A. Applicant shall ensure that there be no loitering within the parking area.

B. There shall be a review at a public hearing at City Council six months after the issuance of the business license for alcohol sales.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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MAY 20 2011
City of Las Vegas

EOT-41833

Printed with environmentally friendly soy ink.

5. The sale of alcoholic beverages is ancillary to the retail use and in which no more than 79 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages as shown in the floor plan date stamped on 03/08/10.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Ms. Rebecca Lidskin
Walgreen Company
104 Wilmot Road, MS #1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
300 South Fourth Street, Suite #1700
Las Vegas, Nevada 89101

EOT-41833

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER (1918-1996)
JON R. COLLINS (1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III
ERIN FLYNN
JENNIFER ROBERTS
MARK A. CLAYTON

MICHAEL D. KNOX
MEREDITH L. STOW
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
JAMES B. GIBSON
GREG J. CARLSON
JING ZHAO
JOHN TENNERT

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

May 19, 2011

VIA HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
333 North Rancho Drive
Las Vegas, Nevada 89106

RECEIVED
MAY 20 2011
City of Las Vegas

RE: ***Application for Extension of Special Use Permit - SUP-37605***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. to respectfully request an extension of time on the approval of a special use permit for the addition of accessory "off-sale" package beer, wine, and liquor at the premises of Walgreens at 1101 South Las Vegas Boulevard. The special use permit was approved by the Las Vegas City Council on May 19, 2010, subject to a one-year expiration period unless a business license has been issued. The company is still in the process of completing and submitting its liquor license application. Therefore, the company respectfully requests an extension of the approval for one year to allow additional time to obtain the liquor license.

The location is currently operating and licensed as a drug store in a C-2, General Commercial, zoning district. The proposed sale of packaged liquor will not adversely affect surrounding properties, as this store is located at the intersection of two major thoroughfares – Charleston Boulevard and Las Vegas Boulevard – and is surrounded by other commercial uses. There are other businesses in the general area that sell alcohol, including a convenience store on the other side of Las Vegas Boulevard, so the proposed use is not unique to the area.

As the City Council previously approved a special use permit for the sale of packaged beer, wine, and liquor for consumption off-premises, an extension of time of one year to allow Walgreens to obtain its liquor license would be appropriate.

EOT-41833

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

EOT-41833

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8666 • FAX (775) 788-8682
CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4264 • FAX (202) 742-4265

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-41839 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Variance (VAR-35754) TO ALLOW 19 PARKING SPACES WHERE 26 PARKING SPACES ARE REQUIRED FOR A PROPOSED GOVERNMENT FACILITY (FIRE STATION) on 1.45 acres at 4551 East Bonanza Road (140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

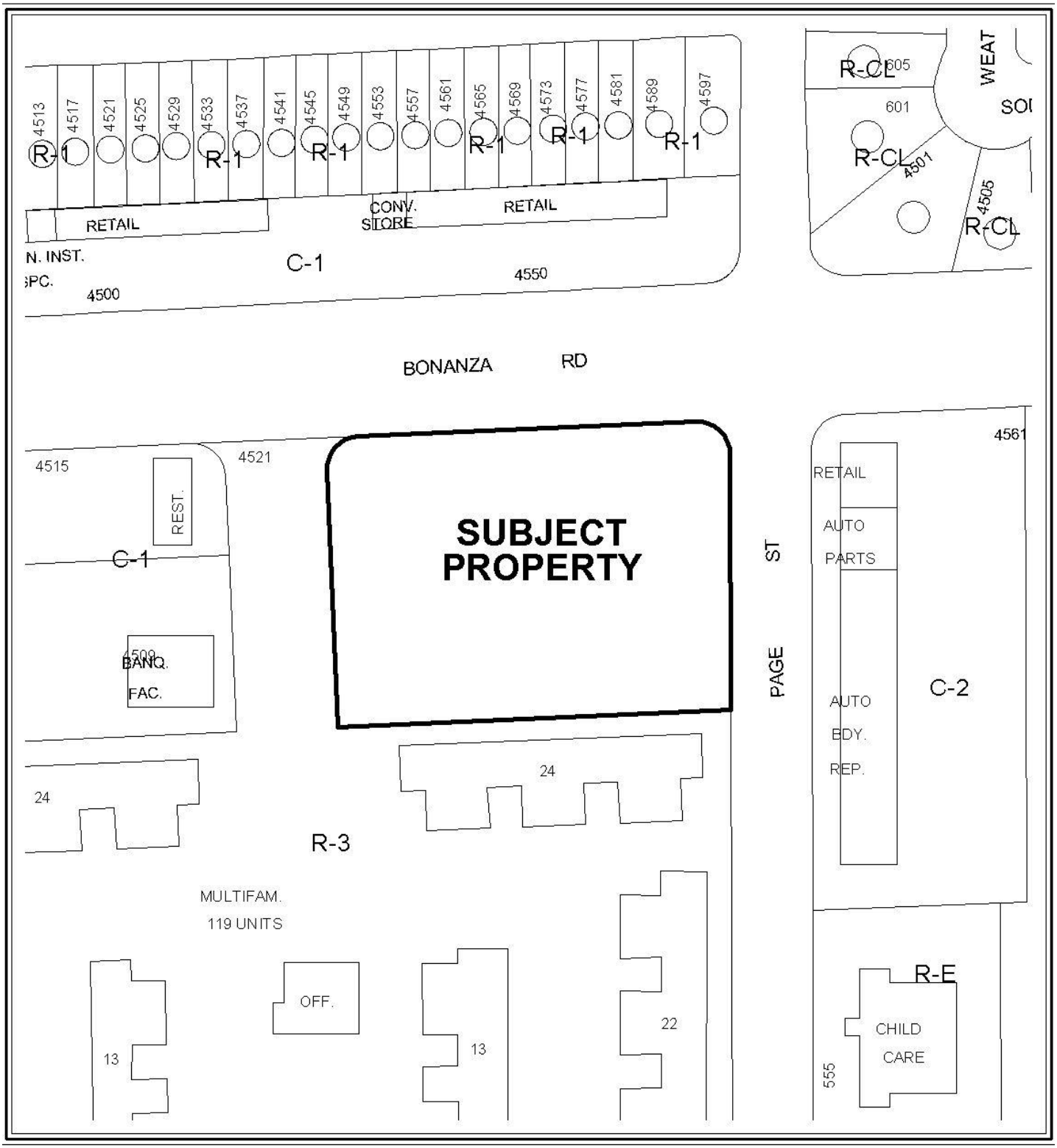
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for VAR-35754
5. Justification Letter

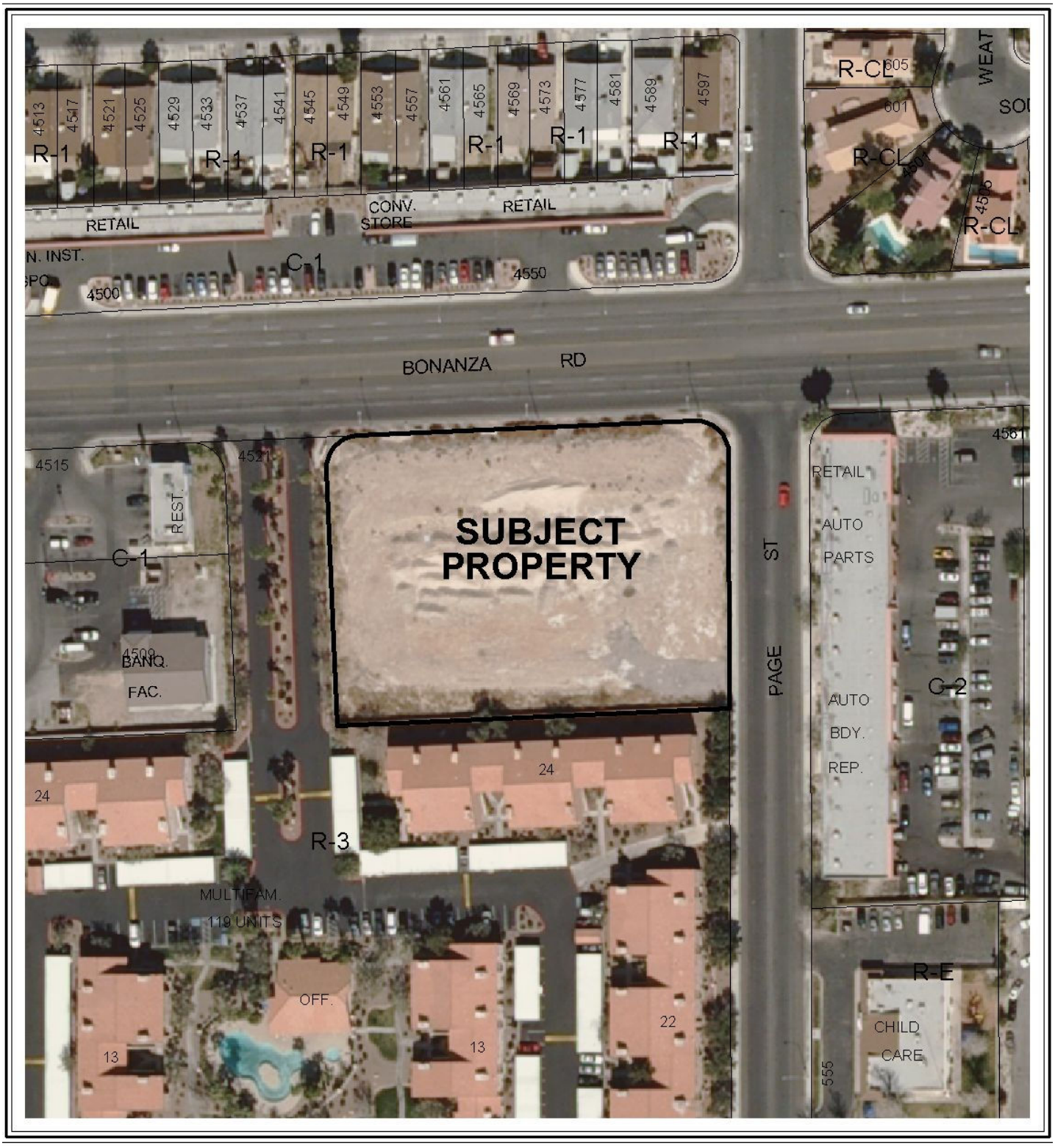


0 100 200 Feet

CASE: EOT-41839

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: EOT-41839

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41839	Staff recommends APPROVAL, subject to conditions:	EOT-41841

** CONDITIONS **

EOT-41839 CONDITIONS

Planning

1. This Variance (VAR-35754) shall expire on November 4, 2013 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-35754) 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 proposed 7,600 square-foot Government Facility (Fire Station) with a Variance (VAR-35754) to allow 19 parking spaces where 26 parking spaces are required at 4551 East Bonanza Road. No plans have been submitted for review nor have any building permits been issued for the proposed project. The applicant is requesting an extension of time due to the downturn in the economy. Staff is recommending approval.

It is noted that there is one (1) related Extension of Time (EOT-41841) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/26/98	The City Council approved a request for Rezoning (Z-0018-98) from R-E (Residence Estates) to C-1 (Limited Commercial) on property located on the south side of Bonanza Road, approximately 750 feet east of Lamb Boulevard. The Planning Commission recommended approval.
02/22/07	The Planning Commission approved a request for a Variance (VAR-19297) to allow a proposed building 11 feet from the rear property line where 20 feet is the minimum setback required on 1.45 acres at the southwest corner of Bonanza Road and Page Street.
	The Planning Commission approved a related request for a Site Development Plan Review (SDR-19116) for a one-story, 15,119 square-foot child care center.
11/04/09	The City Council approved a request for a Variance (VAR-35754) to allow 19 parking spaces where 26 parking spaces are required for a proposed Government Facility (Fire Station) at 4551 East Bonanza Road. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-35751) for a proposed 7,600 square-foot Government Facility (Fire Station) with a waiver to allow a zero-foot landscape buffer between the sidewalk and back of curb where five feet is required along arterial streets one hundred feet and wider (Bonanza Road).

Most Recent Change of Ownership	
02/26/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.45

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Government Facility (Fire Station)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residences	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Auto Parts Store, Auto Body Repair Shop	GC (General Commercial)	C-2 (General Commercial)
West	Restaurant, Banquet Facility	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Variance (VAR-35754) to allow 19 parking spaces where 26 parking spaces are required for a proposed government facility (Fire Station) at 4551 East Bonanza Road. No plans have been submitted for review nor have any building permits been issued for the proposed project. Funds from FSI 2007 Fire Bonds and the City of Las Vegas General Fund will be used to finance construction of the Fire Station with construction to begin in spring of 2012.

Title 19.16.140 of the Unified Development Code deems a Variance exercised upon the issuance of a building permit for the proposed development.

FINDINGS

The Variance (VAR-35754) has not met the requirements of Title 19.16.140 to exercise the entitlement as a building permit has not yet been issued for the government facility. The applicant is requesting an Extension of Time due to the downturn in the economy, thereby delaying funding for the project. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-35754) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Numbe.. EOT-41839 APN: 140-32-101-005

Name of Property Owner: City of Las Vegas

Name of Applicant: Samuel D. Tolman, AIA

Name of Representative: Samuel D. Tolman, AIA, NCARB

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: Jorge Cervantes

Print Name: JORGE CERVANTES

Subscribed and sworn before me

This 12 day of May, 2011

Rosana G. Cogle

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2014

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MAY 20 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Time Extension for Approved Parking Variance

Project Address (Location) Bonanza Road & Page Street

Project Name City of Las Vegas Fire Station #108 **Proposed Use** Fire Station

Assessor's Parcel #(s) 140-32-101-005 **Ward #** 3

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 7,640 S.F. **Floor Area Ratio**

Gross Acres 1.45 acres **Lots/Units** 1 **Density**

Additional Information An extension of time is being requested for the parking variance that has been approved for this project.

PROPERTY OWNER City of Las Vegas **Contact** Jorge Cervantes, P.E.

Address 400 Stewart Avenue **Phone:** 229-6276 **Fax:** 382-0848

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jcervantes@lasvegasnevada.gov

APPLICANT City of Las Vegas **Contact** Samuel D. Tolman, AIA

Address 333 N. Rancho Drive, 9th Floor **Phone:** 229-2091 **Fax:** 464-2560

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address stolman@lasvegasnevada.gov

REPRESENTATIVE City of Las Vegas **Contact** Samuel D. Tolman, AIA

Address 333 N. Rancho Drive, 9th Floor **Phone:** 229-2091 **Fax:** 464-2560

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address stolman@lasvegasnevada.gov

Property Owner Signature* Jorge Cervantes

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JORGE CERVANTES

Subscribed and sworn before me

This 12th day of May, 20 11.

Rosana G Cogle

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-41839
Meeting Date:	7-6-11
Total Fee:	300
Date Received:*	5-20-11
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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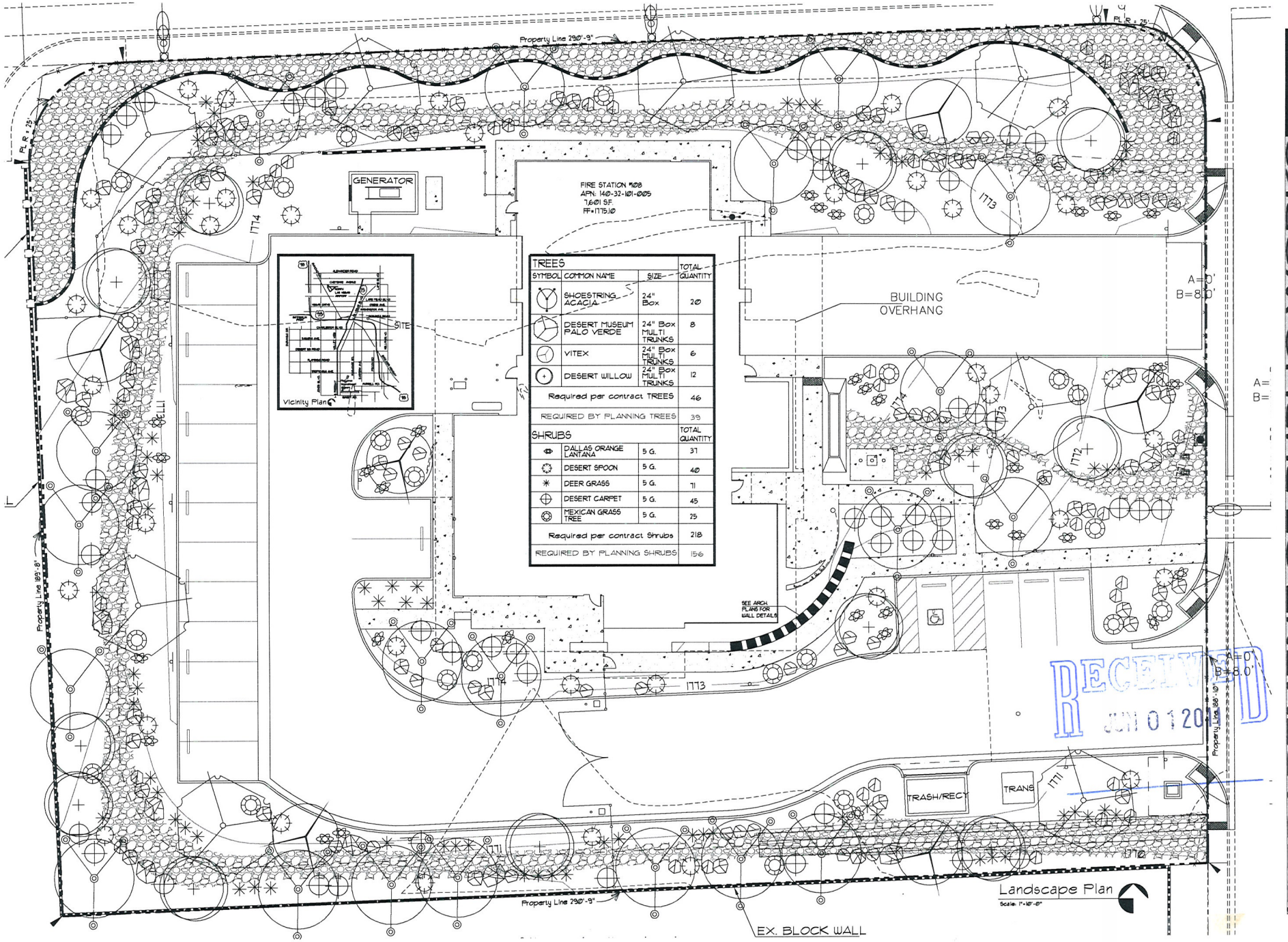


CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS

Fire Station #08

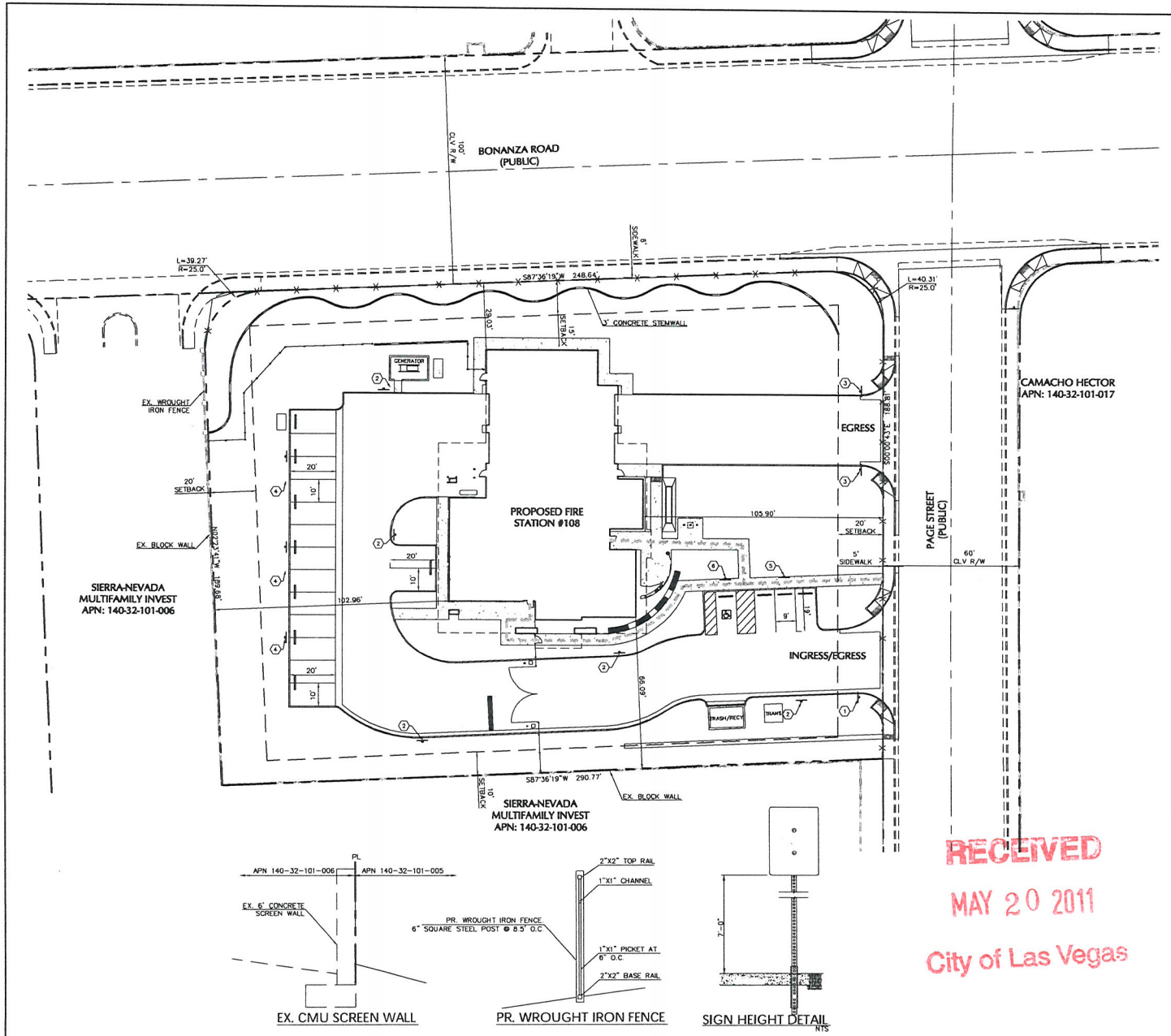
PLANTING PLAN

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-6228
FAX: (702) 384-4848
(TDD) (702) 386-9108

DRAWN	TM
FILE	L1
DATE	05-21-2011
SCALE	1"=10'-0"
BID NO	BIDNO
CLV DWG NO	CLVDWGNO
27882	
DWG NO	L-1

EOT-41839



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT

BENCHMARK

CLV BM BLV02 32NWMB: RIVET & PLATE IN TOP OF CURB, SW CORNER OF PAGE STREET AND BONANZA ROAD
ELEV 1771.53' (NAVD88)

BASIS OF BEARING

S 00°00'43" E, BEING THE EAST LINE OF THE NW QUARTER OF THE NW QUARTER OF SECTION 32, ALSO BEING THE CENTERLINE OF PAGE STREET BETWEEN BONANZA ROAD AND THE CEDAR AVENUE FLOOD CHANNEL, AS SHOWN ON A PARCEL MAP, RECORDED IN FILE 61, PAGE 50 OF PARCEL MAPS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

SITE INFORMATION

LOT SIZE:	63,100 SQ. FT.
BUILDING SQUARE FOOTAGE:	7,601 SQ. FT.

SITE PARKING ANALYSIS

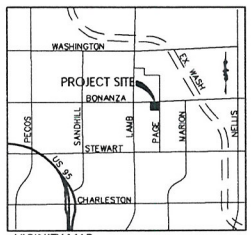
REGULAR SPACES:	18 SPACES
ADA SPACES:	1 SPACE
TOTAL SPACES PROVIDED:	19 SPACES

LEGEND

- PROPERTY LINE–ADJACENT
- PROPERTY LINE–RIGHT–OF–WAY
- CENTERLINE
- EXISTING / PROPOSED
- 24" TYPE 'L' CURB AND GUTTER
- 6" TYPE 'A' CURB
- PUBLIC FACILITY
- PR. WROUGHT IRON FENCE
- EX. CMU SCREEN WALL
- ADA ACCESSIBLE ROUTE

SIGN DETAILS

1. STOP — RED BACKGROUND WHITE BORDER AND "STOP" — R1-1 (30" X 30")
2. FIRE LANE (12" X 18")
3. R5-1 (30" X 30")
4. FIRE DEPARTMENT PARKING ONLY (12" X 18")
5. FIRE DEPARTMENT VISITOR PARKING ONLY (12" X 18")
6. HANDICAP SIGN (12" X 24")



VICINITY MAP
NTS

RECEIVED
MAY 20 2011
City of Las Vegas

NO.	DESCRIPTION OF REVISIONS	DATE	INITIALS

DATE 03/22/11
JOB NUMBER 3073
DESIGN BY R. GOEBEL
DRAWN BY R. GOEBEL
CHECKED BY T. MILLER, P.E.

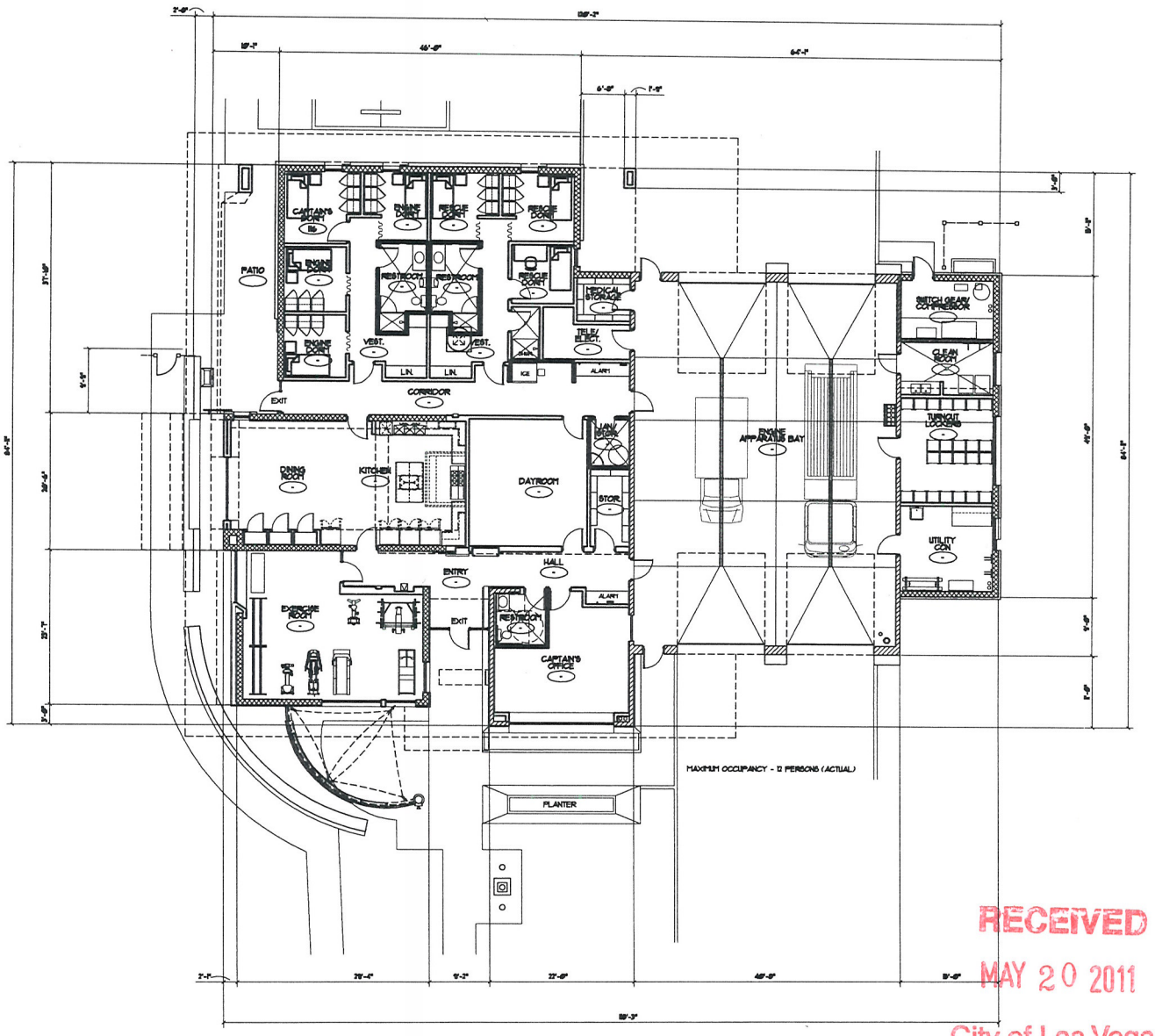
FIRE STATION #108
APN: 140-32-101-005

SITE PLAN

MARTIN & MARTIN
CIVIL ENGINEERS
2355 RED ROCK STREET, #103
LAS VEGAS, NV 89146
PHONE (702) 248-8000
FAX (702) 248-8070

SHEET NUMBER
EX-1
SHEET 1 OF 1

EOT-41839



Floor Plan

Scale: 1/8"=1'-0"

Project North

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Keynotes

for Floor Plan & Dimension Floor Plan

1. CMU BOLLARD, SEE DETAIL 9/A9.1
2. PIPE BOLLARD, SEE CIVIL DWGS
3. EXPOSED CMU WAINSCOT - SEE DTL. 1 & 2/A9.1 AND WALL LEGEND
4. TRENCH DRAIN, COORD. W/ PLUMBING CONTRACTOR - SEE PLUMBING & STRUCTURAL DRAWINGS.
5. JAMB CONDITION AT ROLL-UP DOOR, SEE DETAIL 4/A9.1
6. EMERGENCY TELEPHONE ALCOVE, SEE DETAIL 4/A9.6 & 4A/A9.6.
7. WALL TYPES "F" & "J" SHALL BE ONE-HOUR FIRE RESISTIVE CONST., PER GEN. NOTE 9.
8. PRIVACY CURTAIN, BY OWNER. 1". B-6851 CHROME CURTAIN ROD & FLANGES, CONTRACTOR FURNISHED & INSTALLED - 82" TOP OF ROD PROM FINISH FLOOR (PROVIDE SUPPORT BACKING FOR ROD IN WALL) (TYP.)
9. FLOOR-TO-CEILING CABINET SHELVING - SEE DETAIL 7/A9.1
10. ROOF LADDER, SEE DETAIL 1/A9.3, CENTER LADDER ON LADDER TUR DOWN".
11. METAL TURN OUT LOCKERS, SEE SPECIFICATIONS. 24 EA. IN ROOM 136, 11 EA. IN ROOM 138.
12. TRI-LOCKER DORM WARDROBE UNIT, SEE DETAIL 12/A9.6.
13. UPPER CABINETS, SEE ELEVATION 2/A8.1
14. EXTEND WALLS AROUND JANITOR 136 UP TO BLOCKBACK & SEAL W/ FIRE CAULKING.
15. HOSE RACK - 3 TIER HIGH, SEE DETAIL 2/A9.6.
16. AIR BOTTLE RACK WITH ADJUSTABLE SHELVES ABOVE, SEE DETAIL 1/A9.6.
17. FUTURE WASHER/EXTRACTOR - FURNISHED BY OWNER. CONTRACTOR TO PROVIDE WATER AND ELECTRICAL CONNECTIONS PER EXTRACTOR SPECIFICATIONS.
18. LINE OF GARAGE DOOR OVERHEAD.
19. INSTALL 2" FURRING (18" 5/8" GWB - PAINTED & TEXTURED) O/ CMU. FURRING SHALL RETURN TO BACK SIDE OF WINDOW FRAME AT WINDOW MULLIONS AS SHOWN.
20. STL. PLATE O/ 3/8" PLYWOOD O/ 2" MTL. HAT CHANNELS TO BE APPLIED O/ CMU WALL, SEE DETAIL 1/A9.1.
21. LINE OF CANOPIES ABOVE. SEE SHEETS A3, A4.1, A4.2 & A5. AND KEYED DETAILS.
22. NOT USED.
23. LINE OF CONCRETE WALK & PLAZA, WITH LIGHT BROOM FINISH, SEE CIVIL PLANS FOR CONTINUATION OF SIDEWALK & PLAZA.
24. 3 5/8" - 20 GA. MTL. STUD FURRING @ 16" O.C. W/ 5/8" TYPE "X" GYP. BD. OVER CMU (PROVIDE WATER RETARDANT GYP. BD. AT ALL RESTROOM WALLS, WHERE THEY OCCUR)
25. FIRE DEPARTMENT DEDICATION PLAQUE - SEE DETAILS 2/A3 & 6/A9.2.
26. SEE SHEET A4.1 FOR CLERESTORY WINDOWS LOCATED IN THIS WALL.
27. 7'-0" H. STORAGE CABINET (P-LAM FINISH), SEE ELEVATION 29/A9.2.
28. ROOF DRAIN LEADER - SEE PLUMBING DRAWINGS.
29. PIPE BOLLARD FOR FIRE RISER PROTECTION, SEE CIVIL DWGS
30. FIRE RISER, SEE SHEET FP1.
31. FURRING TO BE 2" - 25 GA. HAT CHANNELS W/ 5/8" TYPE "X" GYP. BD., FLOOR TO CEILING.
32. NOT USED.
33. FREE STANDING STAINLESS STEEL ISLAND (OWNER FURNISHED.)
34. STAINLESS STEEL, CEILING MOUNTED POTRACK (CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.) ADVANCE TABCO 19C-48 (PHONE: STATE RESTAURANT EQUIPMENT - (760)-733-8155)
35. FIRE ALARM CONTROL PANEL. SEE FIRE ALARM PLAN.
36. FLOOR DRAIN, SEE PLUMBING DRAWINGS FOR LOCATIONS.
37. LEAVE CUT GROUT AT HEAD JOINTS BETWEEN EVERY BLOCK AT FIRST COURSE OF MASONRY ABOVE PATIO SLAB ONLY. (VOIDS IN HEAD JOINTS SHALL ACT TO PROVIDE POSITIVE DRAINAGE FOR PATIO SLAB.)
38. 6" - 20 GA MTL STUDS - SEE WALL TYPE "G" SHEET G2
39. SURFACE MOUNTED PAPER TOWEL DISPENSER (BOBRICK MODEL 262B). SEE BATH ACCESSORY SCHEDULE. T.O. DISPENSER @ 78" AFF.
40. COORDINATE EXACT LOCATION OF GROMMETS IN COUNTERTOP W/ OWNER PRIOR TO FABRICATION OF COUNTERTOP.
41. FLOOR SINK, SEE PLUMBING AND MECHANICAL DRAWINGS.
42. ELECTRICAL PANELS INSIDE 6" MTL. STUD FURRED WALL (WALL SHALL BE 9'-10" H. X 14'-0" L.) WALL SHALL BE FINISHED W/ GWB AT TOP 4 SIDES.
43. PROVIDE ADJUSTABLE 3/4" PLYWOOD SHELVES, (18" DEEP X WIDTH OF PANTRIES) BUILD SHELVES PER DTL.3/A9.6
44. PROVIDE TWO-TIER LOCKERS ALONG THIS WALL ONLY, SEE SPECIFICATIONS.
45. WORK BENCH FURNISHED AND INSTALLED BY OWNER
46. WALL IN PANTRY 124 CONTAINS DOORS 124, 125 & 126 AND DIVIDER WALLS BETWEEN THESE DOORS SHALL BE CONSTRUCTED OF 2" - 20 GA. METAL STUDS @ 16" O.C. W/ 5/8" TYPE "X" GYP. BD. @ BOTH SIDES OF WALL, FULL HT.
47. BACK BOARD RACK - SEE DETAIL 12/A9.2
48. ENGINEERED STONE PHONE SHELF @ 36" AFF. SEE DETAIL 12/A7.
49. HAZ-MAT STORAGE CABINET FURNISHED & INSTALLED BY OWNER.
50. REFERIGERATOR - OWNER FURNISHED, OWNER INSTALLED.
51. FLAGPOLE, SEE DETAILS.
52. CURVED POPOUT, STUCCO FINISH, SEE EXTERIOR ELEVATIONS.
53. PROVIDE 2" - 20 GA. "Z" FURRING OVER END OF CMU WALL AND OFFSET ADJACENT WALL FRAMING TO BE FLUSH WITH OUTSIDE FACE OF "Z" FURRING AT ALARM STATION SIDE OF WALL.
54. 4' HIGH CERAMIC TILE WAINSCOT (BE-IND BOTH SIDES OF JANITOR'S SINK, SEE FINISH SCHEDULE AND EXTEND WAINSCOT 12" PAST EDGES OF JANITOR'S SINK

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST)
Noted Floor Plan

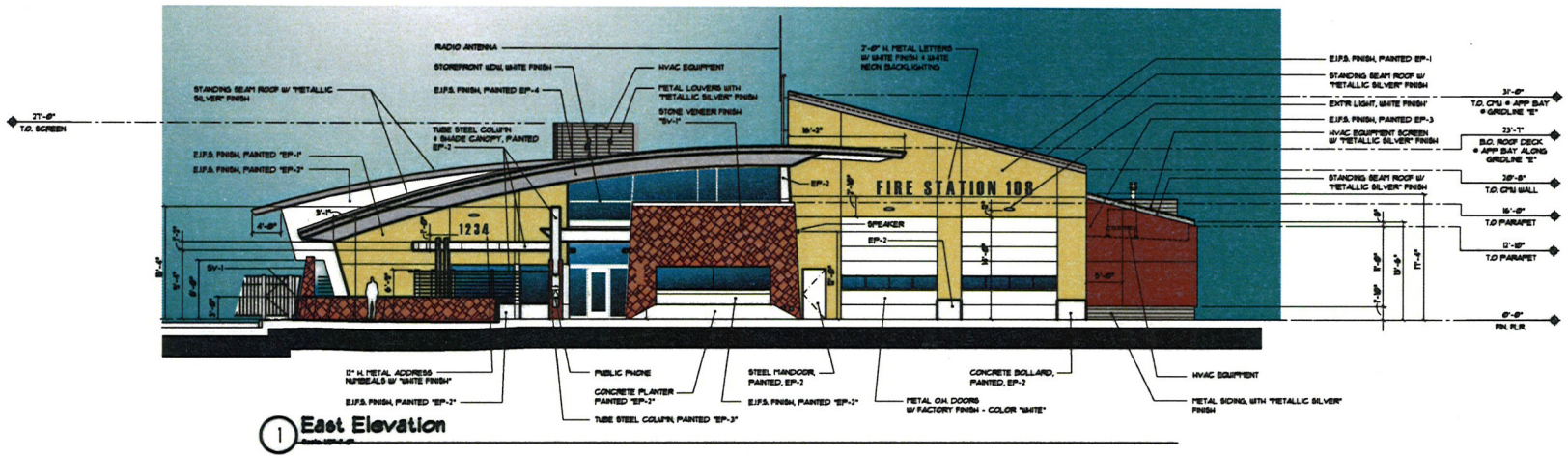
OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-6238
FAX: (702) 382-2232
(TDD) (702) 386-9108

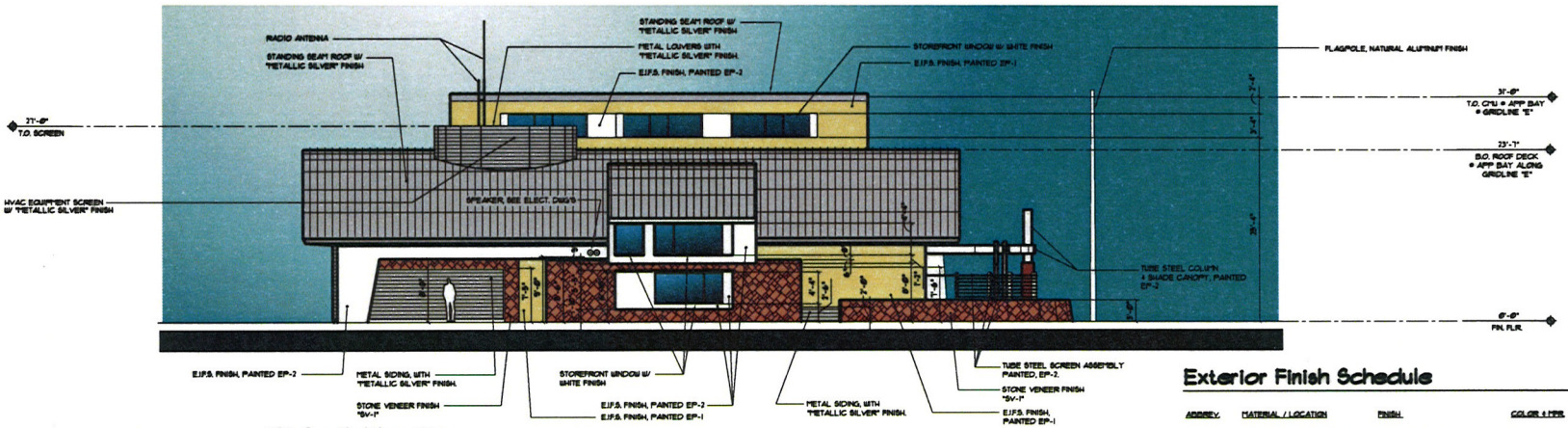
DESIGNED	EPG
FILE	fs108-ALL
DATE	5/18/11
SCALE	1/8" = 1'-0"
ADD REQ	09153410A
CLIENT WORK NO	630-108

A1.1

EOT-41839



1 East Elevation



2 South Elevation

Keynotes

1. CPU BOLLARD, SEE DETAIL 1/AA01.
2. NOT USED.
3. NOT USED
4. OVERFLOW ROOF SCUPPER, SEE DTL. 4/AA03 & SHT A3 FOR EXACT LOCATION.
5. NOT USED.
6. ROOF DRAIN OUTLET, PROVIDE DOWNSPOUT NOZZLE PER PLUMBING DWGS.
7. NOT USED.
8. WINDOW CANOPY - SEE DETAIL ON SHEET A10.2
9. FIRE DEPARTMENT CONNECTION, SEE PLUMBING DRAWINGS AND FIRE PROTECTION DWGS.
10. NOT USED.
11. FLAGPOLE, SEE CIVIL DRAWINGS FOR DETAILS.
12. METAL COPING, MATCH (MR-2) COLOR, FINISH, GUAGE, UNLESS NOTED OTHERWISE.
13. NOT USED
14. EXTERIOR LIGHT, SEE SPECIFICATIONS FOR DIFFERENT LIGHTS & LOCATIONS.
15. GABLE FLASHING - MATCH (MR-2) ROOF COLOR/GUAGE, SEE FINISH SCHEDULE & SEE DETAILS 4/AA03.
16. EXPOSED CPU BASE- SEE DETAIL 3/AA01.

Keynotes

17. 3'-6" ROCK UNDER ROOF DRAIN SPOUT IN LIEU OF SPLASH BLOCK - 3'-6" ROCK TO MATCH DECOMPOSED GRANITE LANDSCAPE MATL.
18. CPU WALL, SEE FINISH SCHEDULE, SPECIFICATIONS & WALL LEGEND.
19. SMOOTH STUCCO (EIFS) FINISH - SEE EXTERIOR FINISH SCHEDULE THIS SHEET & SPEC'S.
20. ENTRY WALL W/ MTL. PLATE FINISH, SEE WALL LEGEND.
21. HORN & STROBE, SEE SHEET FP-01 FOR ALL INFORMATION.
22. NOT USED.
23. METAL FRAMED SURROUND AT GARAGE DOOR W/ STUCCO FINISH - SEE DETAILS (TYP.)
24. STANDING SEAM ROOF, SEE FINISH SCHEDULE, SPECIFICATIONS & ROOF PLAN.
25. GABLE END POPOUT AND FLASHING - SEE DETAIL 11/AA03.
26. APPROXIMATE LINE OF FINISH GRADE, SEE CIVIL DRAWINGS.
27. 8"X8"X16" EXPOSED CMU WALL (CMU-1).
28. CLERESTORY WINDOW IN APPARATUS RM. WALL BEHIND PARAPET, SEE WINDOW SCHEDULE & DETAIL WALL (TYP. OF 18 WINDOWS TOTAL).
29. SPEAKERS, SEE ELECTRICAL DWGS FOR ALL INFORMATION. MOUNT CENTER OF SPEAKERS AT 18'-0" AFF.

Exterior Finish Schedule

ADDREV.	MATERIAL / LOCATION	FINISH	COLOR & MFR.
EP-1	MAIN COLOR ON EXTR WALLS WITH E.I.F.S. FINISH.	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DEC738 "TRAVERTINE" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
EP-2	ACCENT COLOR ON EXTR WALLS WITH E.I.F.S. FINISH.	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DE6364 "WINDMILL" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
	METAL @ TRASH ENCL. & MAIN COLOR FOR EXTERIOR METAL	PAINTED / SHOP PRIMED EXTR METAL, PAINTED.	COLOR: DE6364 "WINDMILL" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
	EXTERIOR DOORS & FRAMES	PAINT (DOORS)	COLOR: DE6364 "WINDMILL" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
EP-3	ACCENT COLOR ON EXTR WALLS WITH E.I.F.S. FINISH.	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DE6398 "WESTERN RED" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
	ACCENT COLOR ON CANOPY POLE "SURROUND" & PHONE	PAINTED / SHOP PRIMED EXTR METAL, PAINTED.	COLOR: DE6398 "WESTERN RED" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
EP-4	ACCENT COLOR ON ROOF FASCIA	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DE6388 "SMOKY MOUNTAIN" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
NUMBER-1	BLDG. ADDRESS NUMBERS: (18" HIGH)	BRUSHED ALUMINUM FINISH	FONT: "HAETTENSCHEILER". FINISH "BRUSHED ALUMINUM"
NUMBER-2	FIRE STATION NUMBER: (2'-0" HIGH)	BRUSHED ALUMINUM FINISH	MFR: GEMINI, FONT: "HAETTENSCHEILER" FINISH "BRUSHED ALUMINUM"
MR-1	STND'G SEAM METAL ROOFG -	FACTORY FINISH.	MFR. & STYLE: SEE SPEC'S COLOR: "METALLIC SILVER"
MB-1	CORRUGATED METAL SIDING -	FACTORY FINISH.	MFR. & STYLE: SEE SPEC'S COLOR: "METALLIC SILVER"
SV-1	STONE VENEER W/ RANDOM FLAGSTONE PATTERN (12" - 24" SIZES)	HONED FACE W/ NAURAL CLEFT FACE EDGES.	MFR. & STYLE: SEE SPEC'S COLOR: "DARK RAINBOW" COLOR RANGE

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JUN 01 2011

EOT-41839

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

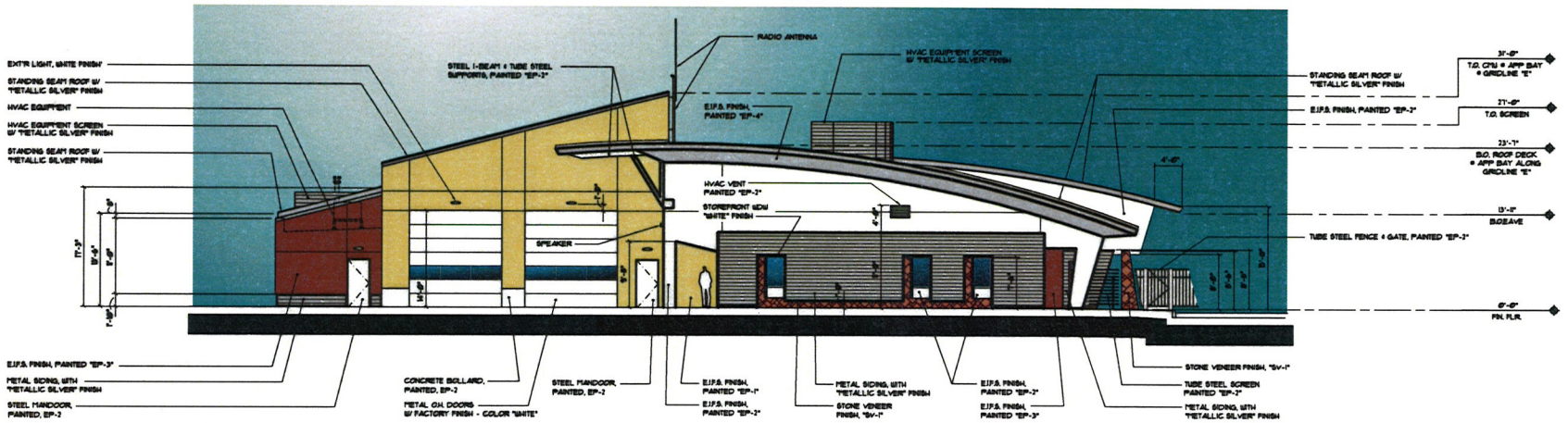
CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST.)
Exterior Elevations & Exterior Finish Schedule

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

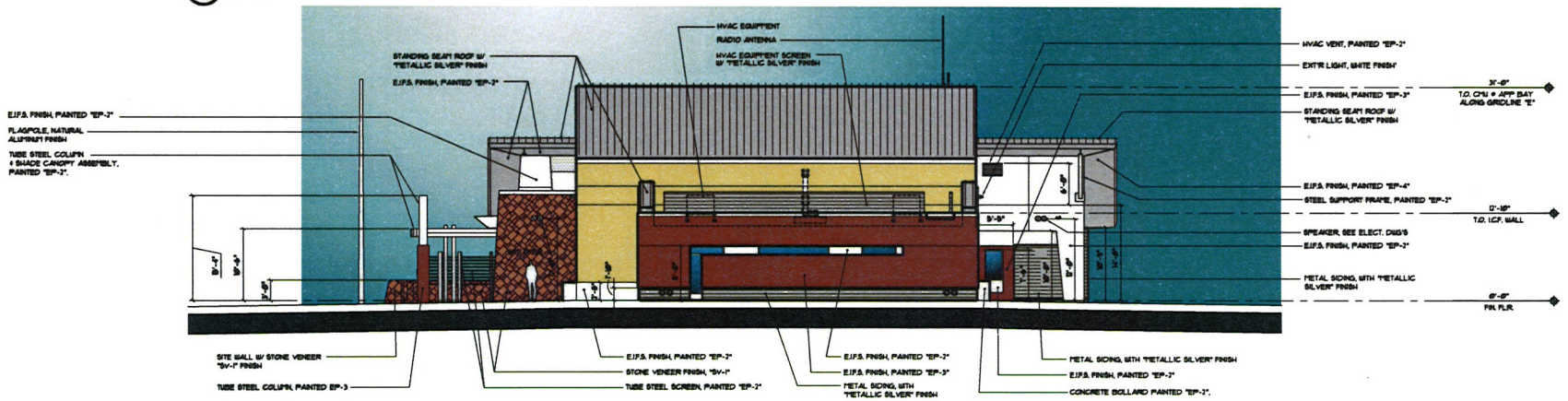
ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
AND ASSOC. STEVENS DESIGN
LAS VEGAS, NEVADA 89101
PHONE: (702) 385-3333
FAX: (702) 385-3335
TOWN: (702) 385-0488

DRWN	EPS
JOB	NBD-A4
DATE	3/24/11
SCALE	1/8"=1'-0"
BID NO.	09134104
CONTRACT NO.	630-108

A4.1



1 West Elevation



2 North Elevation

Keynotes

1. CONCRETE PEDESTAL, PEDESTAL TO HAVE ARCHITECTURAL CONCRETE FINISH, SEE DETAIL 1/A10.1.
2. PIPE BOLLARD, SEE CIVIL PLANS FOR DETAIL OF BOLLARD.
3. CURVED FRAMED POPOUT, SEE DET 2/A10.3 & DETAILS, PAINT PER FINISH SCHEDULE.
4. (3'-0" H.) W/ 3" RETURN - 20 GA. GALV. STEEL REVERSE PAN CHANNEL NUMBER 40 W/ SINGLE TUBE, 8MM WHITE NEON LIGHTING. SUBMIT SHOP DWGS. PRIOR TO FABRICATION.
5. 18" H. BAKED ENAMEL FINISH ADDRESS NUMBERS (COLOR: OPAQUE WHITE). CONCEALED MOUNT TO WALL. NUMBERS SHALL BE BY "GEMINI" , "ARK. RAMOS", OR APPROVED EQ. HELVETICA FONT, SPACED 2" APART. (CONTRACTOR SHALL VERIFY NUMBERS W/ OWNER PRIOR TO ORDERING).
6. EMERGENCY TELEPHONE NICHE, SEE DETAIL 4/A10.6.
7. 12"X12" SIGNS FOR ELECTRICAL DISCONNECT & ALTERNATE ELECT'L POWER SOURCE.
8. STEEL PLATED WINDOW CANOPY W/ POWDER COATED FINISH (COLOR: PLATINUM)- SEE DETAIL ON SHT A10.2
9. ENTRANCE CANOPY - SEE DETAILS
10. METAL COPING TO MATCH MFR-1, COLOR, GUAGE, FINISH U.N.O.
11. SCREEN FOR ROOFTOP HVAC UNITS, SEE SHEET A3 & DETAIL 12/A10.3.
12. DASHED LINE INDICATES LINE OF SINGLE PLY ROOF BEHIND ROOF PARAPET.
13. SECTIONAL GARAGE DOOR W/ WINDOW "LITES" AS SHOWN - PAINT DOOR AS PER EXTERIOR FINISH SCHEDULE AND SEE DOOR SCHEDULE AND SPEC'S.
14. EXTERIOR LIGHT, SEE ELECT. DWGS. FOR DIFFERENT LIGHTING SCHEDULE. CENTER LIGHTS OVER GARAGE DOORS.

Keynotes

15. STUCCO POPOUT @ GABLE END - SEE DETAIL 11/A10.2.
16. EXPOSED CMU WAINSCOT - SEE DETAIL 2/A10.1.
17. 8'-0" HIGH - 8"X8"X16" EXPOSED CMU WALL W/ MTL. COPING.
18. CMU WALL, SEE FINISH SCHEDULE, SPECIFICATIONS & WALL LEGEND.
19. LIGHT SAND STUCCO FINISH - PAINT PER EXTERIOR FINISH LEGEND & SEE SPECIFICATIONS.
20. 14" WIDE MTL STUD FRAMED ENTRY WALL - SEE WALL LEGEND & DETAIL 1/A6.1.
21. CMU BOLLARD - SEE DTL. 1/A10.1.
22. PAINTED METAL CANOPY FRAMING, SEE FINISH SCHEDULE.
23. OVERFLOW ROOF SCUPPER, SEE DTL. 4/A10.3 & ROOF PLAN, (ALSO SEE GEN. NOTES THIS SHT.) PAINT ALL ROOF SCUPPERS COLOR: EP-9.
24. STANDING SEAM ROOF PANEL, SEE FINISH SCHEDULE AND SPECIFICATIONS & ROOF PLAN.
25. MTL. COPING SHALL MATCH STANDING SEAM ROOF (FINISH, GUAGE, COLOR).
26. 4" DEEP METAL FRAMED POPOUT @ MAN DOORS W/ STUCCO FINISH (TYP ALL LOCATIONS)
27. 12" W. ACCENT WALL W/ METAL PLATE (POWDER COATED) FINISH. - SEE SHEET A6.1 FOR ELEVATIONS & SHT A1.2 FOR PLAN VIEW.
28. LINE OF ROOF DECK BEHIND PARAPET, SEE DETAIL 3/A10.3 FOR ROOF FLASHING REQUIRMENTS.
29. BUTT-JOINTS IN POWDER-COATED STEEL PLATE WALL FINISH - BOTH SIDES OF WALL.

Keynotes

30. LINE OF HVAC UNITS BEHIND SCREEN.
31. EXPOSED CMU MASONRY VENEER JOINT.
32. HORN & STROBE, SEE SHEET FP-01.
33. PAINT OVERHEAD GARAGE DOORS FACTORY FINISH WHITE, TYPICAL ALL OVERHEAD DOORS.
34. MTL FRAMED SURROUND AT GARAGE DOOR W/ STUCCO - SEE DTL'S/
35. ROOF DRAIN OUTLET & DOWNSPOUT NOZZLE, SEE PLUMBING DWGS.
36. HOSE BIBB, SEE PLUMBING DWGS.

General Notes:

1. ALL EXTERIOR METAL TO BE SHOP PRIMED AND PAINTED PER FINISH SCHEDULE.
2. SEE FINISH LEGEND FOR COLORS OF ALL FINISHES KEYNOTED ON ELEVATIONS.
3. SEE SHEET A4.1 FOR EXTERIOR FINISH SCHEDULE.
4. ANY PLACE WHERE A "C_J" IS SHOWN INDICATES A CONTROL JOINT RUNNING ALONG THE FACE OF THE WALL.
5. COORDINATE MOUNTING HT'S OF BOTTOM OF OVERFLOW SCUPPERS W/ ROOFING CONTRACTOR AND DETAIL 4/A10.3.
6. DENOTES ACCENT WALLS TO BE PAINTED EP-3 / EP-4 AS NOTED.

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JUN 01 2011

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST)
Exterior Elevations

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
4280 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89110
PHONE: (702) 385-6555
FAX: (702) 385-6556
TDD#: (702) 385-6564

ISSUED	EPS
FILE	1x108-A4.2
DATE	3/24/11
SCALE	1/8"=1'-0"
JOB NO.	09.1341.024
APP. NO.	630-108

A4.2

EOT-41839

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

November 6, 2009

Ms. Robin Yoakum
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: VAR-35754 - VARIANCE
CITY COUNCIL MEETING OF NOVEMBER 4, 2009
RELATED TO SDR-35751

Dear Ms. Yoakum:

The City Council at a regular meeting held November 4, 2009 APPROVED the request a Variance TO ALLOW 19 PARKING SPACES WHERE 26 PARKING SPACES ARE REQUIRED FOR A PROPOSED GOVERNMENT FACILITY (FIRE STATION) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 5, 2009. This approval is subject to:

Planning and Development

1. Conformance to the conditions for Site Development Plan Review (SDR-35751) if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Samuel D. Tolman, AIA
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

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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MAY 20 2011
City of Las Vegas
EOT-41839

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MEMORANDUM

TO: **Flinn Fagg, Acting Director**
City of Las Vegas
Planning and Development Department
333 N. Rancho Drive
Las Vegas, Nevada 89106

FROM: Samuel D. Tolman, AIA, NCARB
Architectural Project Manager
Department of CLV Public Works
Capitol Project Management Division

CC: Erik Singman, Louis Baker, Mark Sorensen

DATE: March 22, 2011

SUBJECT: Justification letter for request for time extension for fire station #108, SDR-35751 and Parking Variance VAR-35754

Dear Flinn,

Fire Station #108 has gone through and received both the Site Development Plan Review and Parking Variance approvals. The notice of approvals of SDR-35751 and VAR-35754 were issued on November 9, 2009 and expire in two years.

In December of 2009, the City notified us that the construction of the fire station #108 project would be put on hold due to a downturn in the economy. In 2010, the City determined that construction of fire station #108 would indeed commence which caused the permitting and bidding phases to be pushed past the two year window of approval for both the Site Development Plan Review and the Parking Variance.

We respectfully request granting a one year time extension for this project as it is scheduled to begin construction during the first quarter of 2012.

Sincerely,

Samuel D. Tolman, AIA, NCARB

DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECT MANAGEMENT SECTION

400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

TELEPHONE: (702) 229-6535
FAX: (702) 384-4846
TDD: (702) 386-9108

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City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-41841 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-35751) FOR A PROPOSED 7,600 SQUARE-FOOT GOVERNMENT FACILITY (FIRE STATION) WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ALONG ARTERIAL STREETS ONE HUNDRED FEET AND WIDER (BONANZA ROAD) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

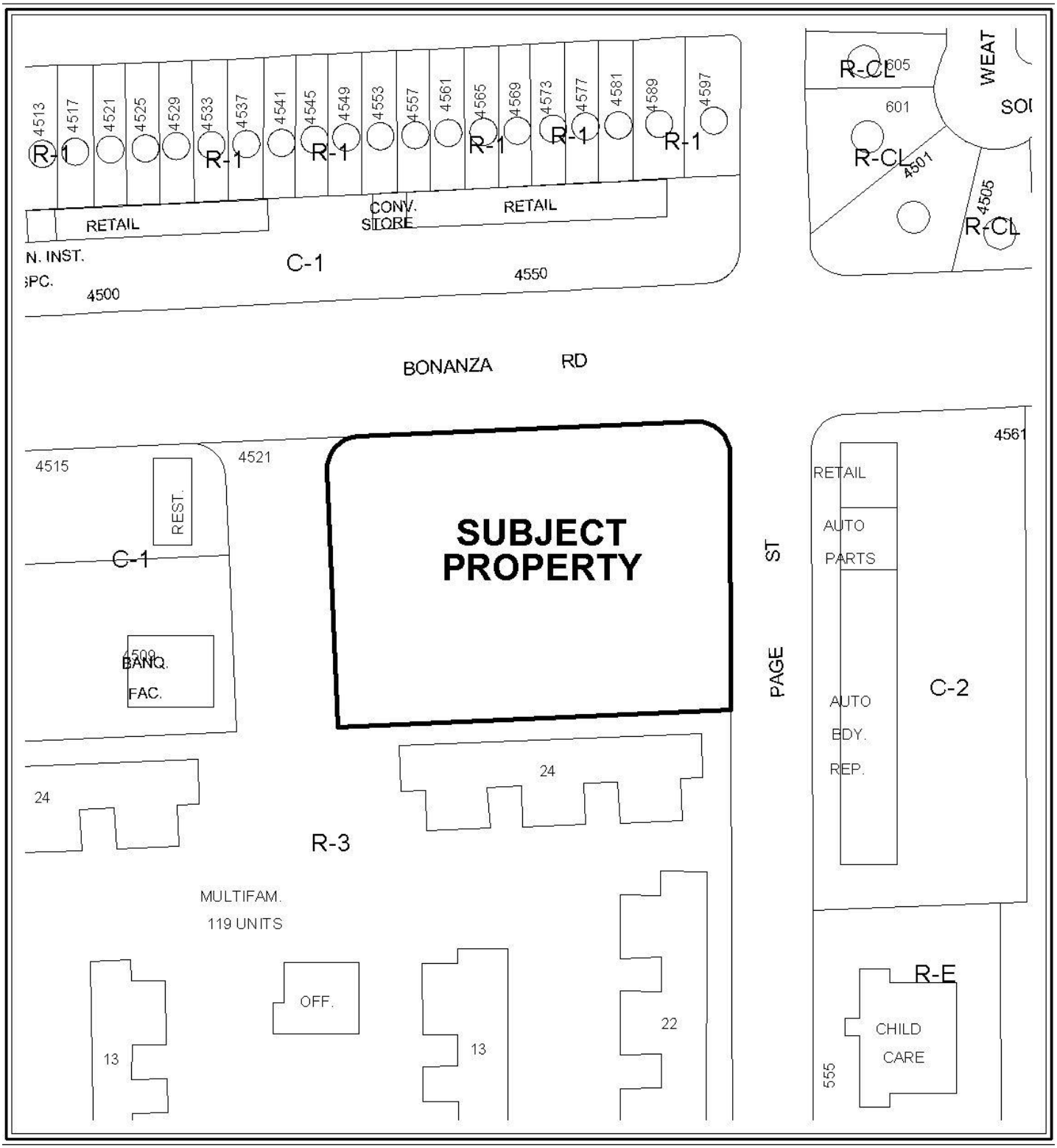
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-35751
5. Justification Letter

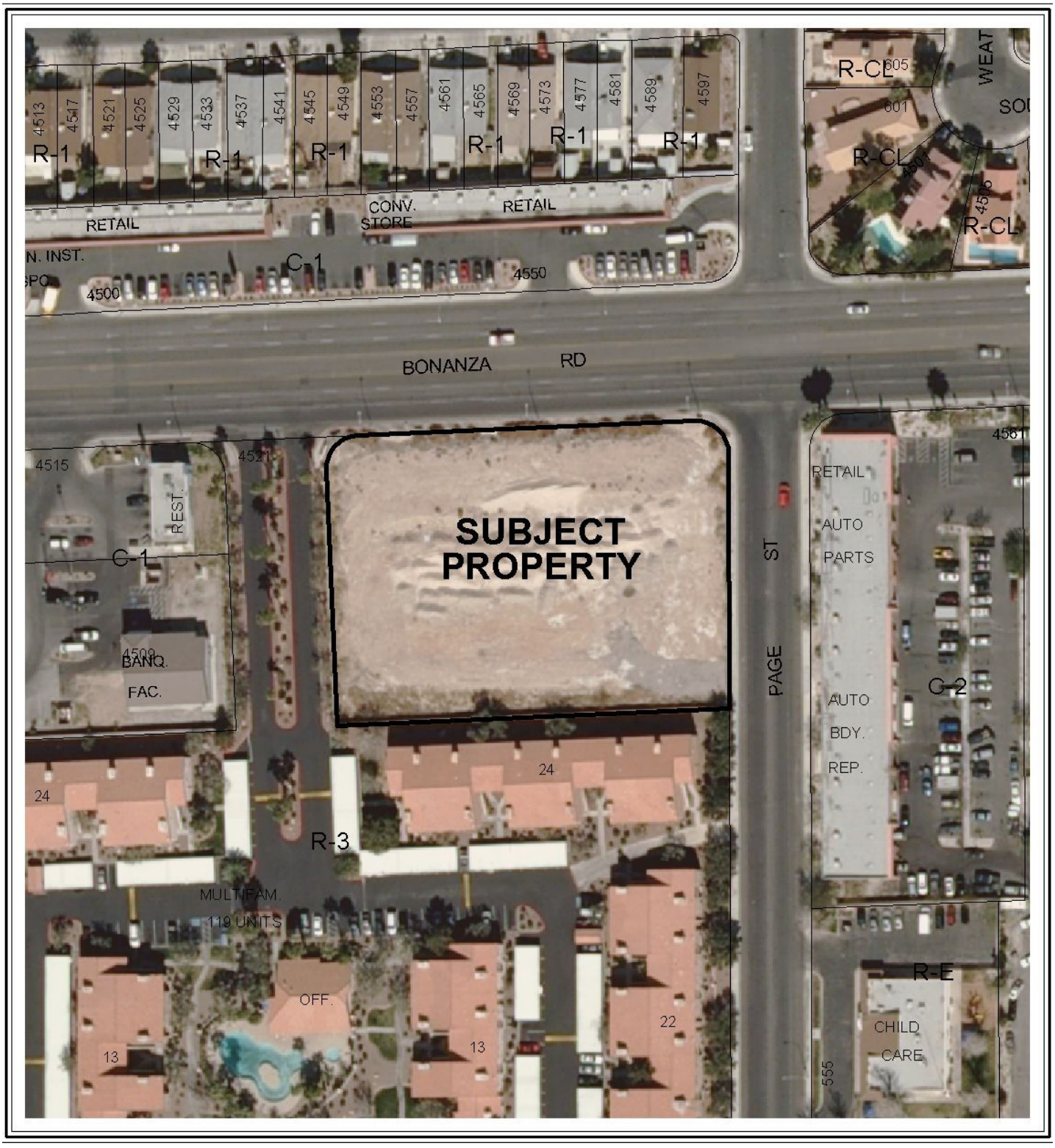


0 100 200 Feet

CASE: EOT-41841

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: EOT-41841

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41841	Staff recommends APPROVAL, subject to conditions:	EOT-41839

** CONDITIONS **

EOT-41841 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-35751) shall expire on November 4, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-35751) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-35751) for a proposed 7,600 square-foot Government Facility (Fire Station) with a waiver to allow a zero-foot landscape buffer between the sidewalk and the back of curb where five feet is required along arterial streets 100 feet and wider at 4551 East Bonanza Road. No plans have been submitted for review nor have any building permits been issued for the proposed project. The applicant is requesting an extension of time due to the downturn in the economy. Staff is recommending approval.

It is noted that there is one (1) related Extension of Time (EOT-41839) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/26/98	The City Council approved a request for Rezoning (Z-0018-98) from R-E (Residence Estates) to C-1 (Limited Commercial) on property located on the south side of Bonanza Road, approximately 750 feet east of Lamb Boulevard. The Planning Commission recommended approval.
02/22/07	The Planning Commission approved a request for a Variance (VAR-19297) to allow a proposed building 11 feet from the rear property line where 20 feet is the minimum setback required on 1.45 acres at the southwest corner of Bonanza Road and Page Street.
	The Planning Commission approved a related request for a Site Development Plan Review (SDR-19116) for a one-story, 15,119 square-foot child care center.
11/04/09	The City Council approved a request for a Variance (VAR-35754) to allow 19 parking spaces where 26 parking spaces are required for a proposed Government Facility (Fire Station) at 4551 East Bonanza Road. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-35751) for a proposed 7,600 square-foot Government Facility (Fire Station) with a waiver to allow a zero-foot landscape buffer between the sidewalk and back of curb where five feet is required along arterial streets one hundred feet and wider (Bonanza Road).

Most Recent Change of Ownership	
02/26/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.45

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Government Facility (Fire Station)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residences	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Auto Parts Store, Auto Body Repair Shop	GC (General Commercial)	C-2 (General Commercial)
West	Restaurant, Banquet Facility	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-35751) for a proposed 7,600 square-foot government facility (Fire Station) with a waiver to allow a zero-foot landscape buffer between the sidewalk and back of curb where five feet along arterial streets 100 feet and wider is required at 4551 East Bonanza Road. No plans have been submitted for review nor have any building permits been issued for the proposed project. Funds from FSI 2007 Fire Bonds and the City of Las Vegas General Fund will be used to finance construction of the Fire Station with construction to begin in spring of 2012.

Title 19.16.100 of the Unified Development Code deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-35751) has not met the requirements outlined in Title 19.16.100 as no building permits have been issued for the proposed fire station. The applicant is requesting an Extension of Time due to the downturn in the economy, thereby delaying funding for the project. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-35751) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-41841 APN: 140-32-101-005

Name of Property Owner: City of Las Vegas

Name of Applicant: Samuel D. Tolman, AIA

Name of Representative: Samuel D. Tolman, AIA, NCARB

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: Jorge Cervantes

Print Name: JORGE CERVANTES

Subscribed and sworn before me

This 16th day of May, 2011

Rosana G. Cogle

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2014

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City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Time Extension for Approved Site Development Plan Review

Project Address (Location) Bonanza Road & Page Street

Project Name City of Las Vegas Fire Station #108 **Proposed Use** Fire Station

Assessor's Parcel #(s) 140-32-101-005 **Ward #** 3

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 7,640 S.F. **Floor Area Ratio**

Gross Acres 1.45 acres **Lots/Units** 1 **Density**

Additional Information An extension of time is being requested for the site development plan review that has been approved for this project.

PROPERTY OWNER City of Las Vegas **Contact** Jorge Cervantes, P.E.

Address 400 Stewart Avenue **Phone:** 229-6276 **Fax:** 382-0848

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jcervantes@lasvegasnevada.gov

APPLICANT City of Las Vegas **Contact** Samuel D. Tolman, AIA

Address 333 N. Rancho Drive, 9th Floor **Phone:** 229-2091 **Fax:** 464-2560

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address stolman@lasvegasnevada.gov

REPRESENTATIVE City of Las Vegas **Contact** Samuel D. Tolman, AIA

Address 333 N. Rancho Drive, 9th Floor **Phone:** 229-2091 **Fax:** 464-2560

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address stolman@lasvegasnevada.gov

Property Owner Signature* Jorge Cervantes

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JORGE CERVANTES

Subscribed and sworn before me

This 12th day of MAY, 20 11.

Rosana G. Cogle

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-4184.1
Meeting Date:	7-6-11
Total Fee:	300
Date Received:*	4-20-11
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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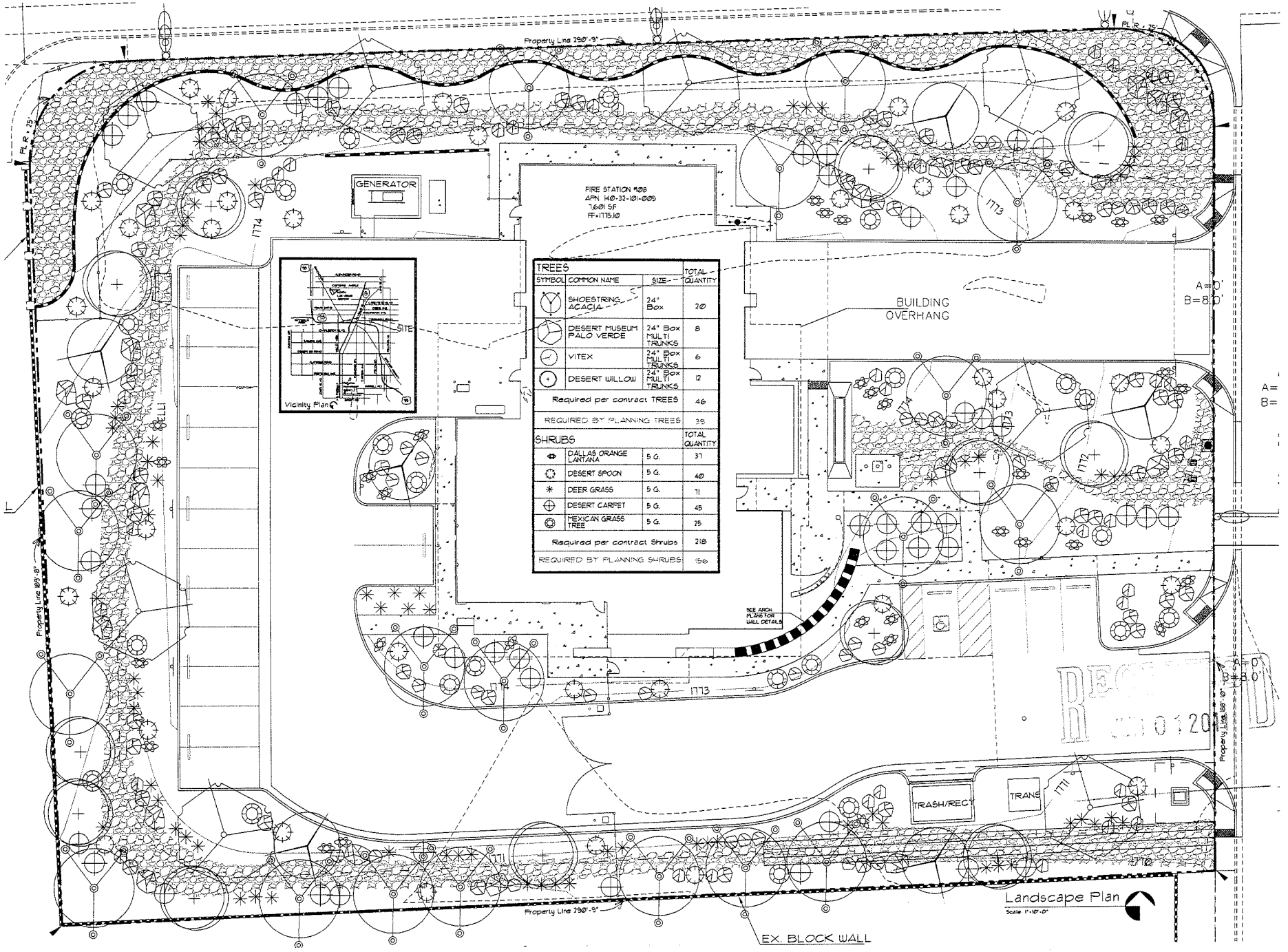


TREES			
SYMBOL	COMMON NAME	SIZE	TOTAL QUANTITY
	SHOESTRING ACACIA	24" Box	20
	DESERT MUSEUM PALO VERDE	24" Box MULTI TRUNKS	8
	VITEX	24" Box MULTI TRUNKS	6
	DESERT WILLOW	24" Box MULTI TRUNKS	12
Required per contract TREES			46
REQUIRED BY PLANNING TREES			39
SHRUBS			TOTAL QUANTITY
	DALLAS ORANGE LANTANA	5 G.	37
	DESERT SPOON	5 G.	40
	DEER GRASS	5 G.	71
	DESERT CARPET	5 G.	45
	MEXICAN GRASS TREE	5 G.	25
Required per contract Shrubs			218
REQUIRED BY PLANNING SHRUBS			156

DEPARTMENT OF PUBLIC WORKS

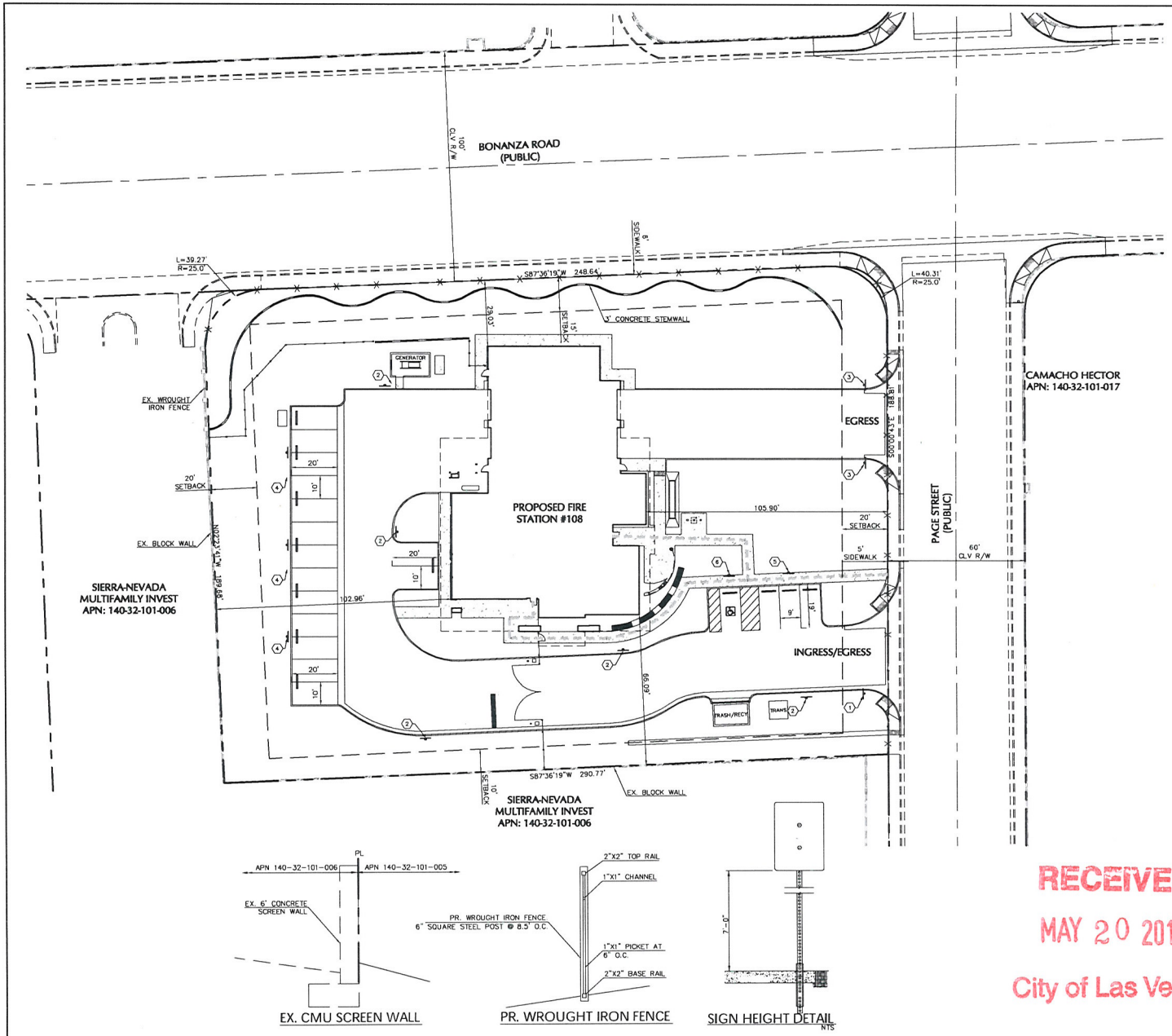
Fire Station 108

PLANTING PLAN

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

BIDNO
CLVDWGNO
27882
L-1

EOT-41841



GRAPHIC SCALE

(IN FEET)
1 INCH = 20 FT

BENCHMARK

CLV BM BLV02 32NNWB: RIVET & PLATE IN TOP OF CURB, SW CORNER OF PAGE STREET AND BONANZA ROAD.
ELEV. 1771.53' (NAVD88)

BASIS OF BEARING

S 00°00'43" E, BEING THE EAST LINE OF THE NW QUARTER OF THE NW QUARTER OF SECTION 32, ALSO BEING THE CENTERLINE OF PAGE STREET BETWEEN BONANZA ROAD AND THE CEDAR AVENUE FLOOD CHANNEL, AS SHOWN ON A PARCEL MAP, RECORDED IN FILE 61, PAGE 50 OF PARCEL MAPS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

SITE INFORMATION

LOT SIZE:	63,100 SQ. FT.
BUILDING SQUARE FOOTAGE:	7,601 SQ. FT.

SITE PARKING ANALYSIS

REGULAR SPACES:	18 SPACES
ADA SPACES:	1 SPACE
TOTAL SPACES PROVIDED:	19 SPACES

LEGEND

- PROPERTY LINE–ADJACENT
- PROPERTY LINE–RIGHT–OF–WAY
- CENTERLINE
- EXISTING / PROPOSED: 24" TYPE 'L' CURB AND GUTTER
- EXISTING / PROPOSED: 6" TYPE 'A' CURB
- PUBLIC FACILITY
- PR. WROUGHT IRON FENCE
- EX. CMU SCREEN WALL
- ADA ACCESSIBLE ROUTE

SIGN DETAILS

1. R1-1 (30" X 30") — STOP, RED BACKGROUND WHITE BORDER AND "STOP"
2. FIRE LANE (12" X 18")
3. R5-1 (30" X 30") — NO ENTER
4. FIRE DEPARTMENT PARKING ONLY (12" X 18") — FIRE DEPARTMENT PARKING ONLY
5. FIRE DEPARTMENT VISITOR PARKING ONLY (12" X 18") — FIRE DEPT. VISITOR PARKING ONLY
6. HANDICAP SIGN (12" X 24")

EX. CMU SCREEN WALL

PR. WROUGHT IRON FENCE

SIGN HEIGHT DETAIL
NTS

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VICINITY MAP
NTS

NO.	DESCRIPTION OF REVISIONS	DATE	INITIALS

DATE 03/22/11
JOB NUMBER 3023
DESIGN BY R. GOEBEL
DRAWN BY R. GOEBEL
CHECKED BY T. MILLER, P.E.

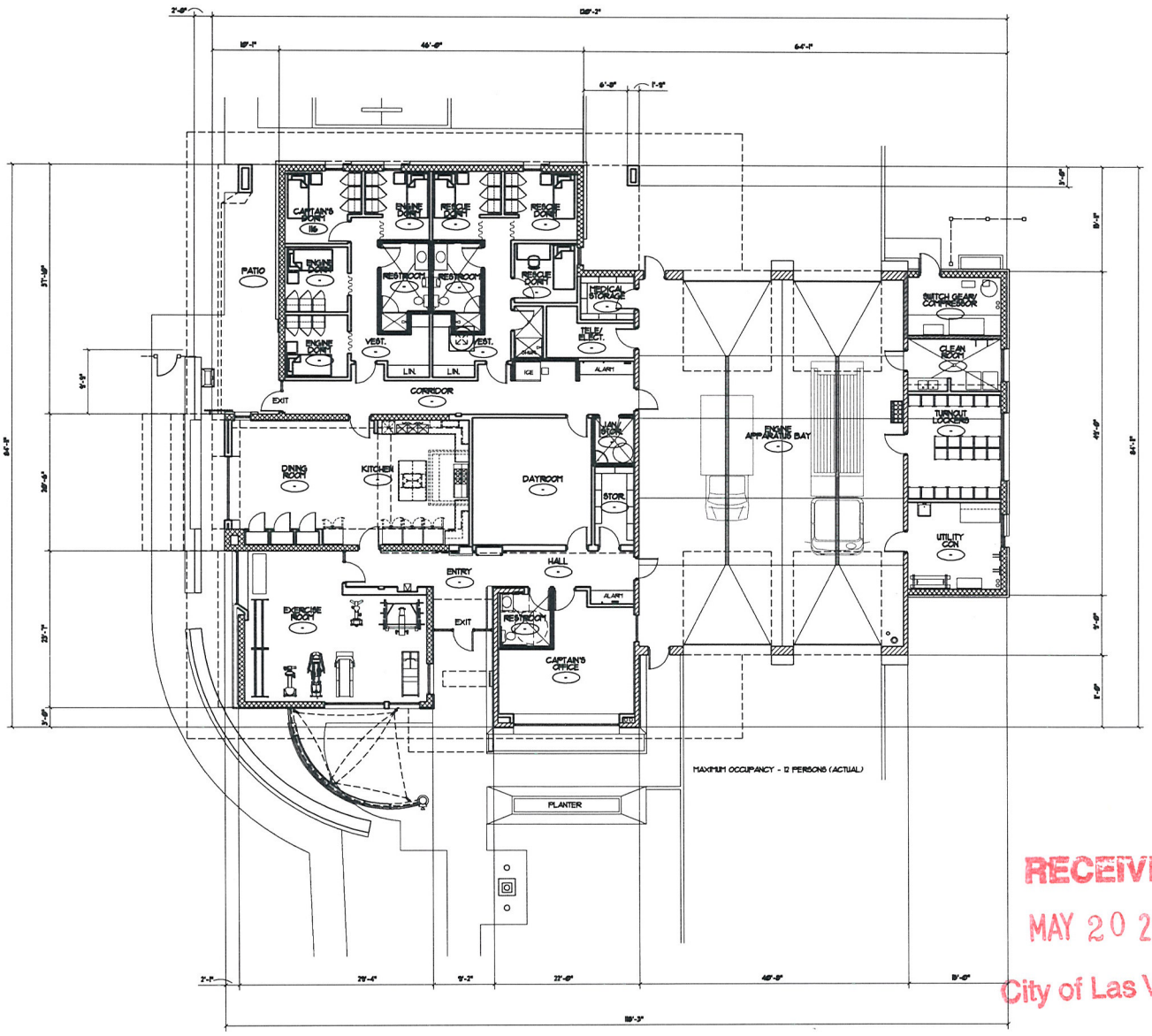
FIRE STATION #108
APN: 140-32-101-005

SITE PLAN

MARTIN & MARTIN
CIVIL ENGINEERS
2355 RED ROCK STREET, #103
LAS VEGAS, NV 89146
PHONE (702) 248-8000
FAX (702) 248-8070

SHEET NUMBER
EX-1
SHEET 1 OF 1

EOT-41841



Floor Plan

Scale: 1/8" = 1'-0"

Project North

Keynotes

for Floor Plan & Dimension Floor Plan

1. CMU BOLLARD, SEE DETAIL 9/A9.1
2. PIPE BOLLARD, SEE CIVIL DWGS
3. EXPOSED CMU WAINSCOT - SEE DTL. 1 & 2/A9.1 AND WALL LEGEND
4. TRENCH DRAIN, COORD. W/ PLUMB'G CONTRACTOR - SEE PLUMB'G & STRUCTURAL DRAWINGS.
5. JAMB CONDITION AT ROLL-UP DOOR, SEE DETAIL 4/A9.1
6. EMERGENCY TELEPHONE ALCOVE, SEE DETAIL 4/A9.6 & 4A/A9.6.
7. WALL TYPES "P" & "J" SHALL BE ONE-HOUR FIRE RESISTIVE CONST., PER GEN. NOTE 9.
8. PRIVACY CURTAIN, BY OWNER. 1", 18-GAST CHROME CURTAIN ROD & FLANGES, CONTRACTOR FURNISHED & INSTALLED - 82" TOP OF ROD FROM FINISH FLOOR (PROVIDE SUPPORT BACKING FOR ROD IN WALL) (TYP.)
9. FLOOR-TO-CEILING CABINET SHELVING - SEE DETAIL 7/A9.1
10. ROOF LADDER, SEE DETAIL 1/A9.3, CENTER LADDER ON LADDER "FLIP DOWN".
11. METAL TURN OUT LOCKERS, SEE SPECIFICATIONS, 24 EA. IN ROOM 136, 11 EA. IN ROOM 138.
12. TRI-LOCKER DORM WARDROBE UNIT, SEE DETAIL 12/A9.6.
13. UPPER CABINETS, SEE ELEVATION 2/A9.1
14. EXTEND WALLS AROUND JANITOR 'S SINK UP TO BUILDECK & SEAL W/ FIRE CAULKING.
15. HOSE RACK - 3 TIER HIGH, SEE DETAIL 2/A9.6.
16. AIR BOTTLE RACK WITH ADJUSTABLE SHELVES ABOVE, SEE DETAIL 1/A9.6.
17. FUTURE WASHER/EXTRACTOR - FURNISHED BY OWNER. CONTRACTOR TO PROVIDE WATER AND ELECTRICAL CONNECTIONS PER EXTRACTOR SPECIFICATIONS.
18. LINE OF GARAGE DOOR OVERHEAD.
19. INSTALL 2" FURRING (W/ 5/8" GWB - PAINTED & TEXTURED) O/ CMU. FURRING SHALL RETURN TO BACK SIDE OF WINDOW FRAME AT WINDOW MULLIONS AS SHOWN.
20. STL. PLATE O/ 3/8" PLYWOOD O/ 2" MTL HAT CHANNELS TO BE APPLIED O/ CMU WALL, SEE DETAIL 1/A9.1
21. LINE OF CANOPIES ABOVE, SEE SHEETS A3, A4.1, A4.2 & A5 AND KEYED DETAILS.
22. NOT USED.
23. LINE OF CONCRETE WALK & PLAZA, WITH LIGHT BROOM FINISH, SEE CIVIL PLANS FOR CONTINUATION OF SIDEWALK & PLAZA.
24. 3 5/8" - 20 GA. MTL. STUD FURRING @ 16" O.C. W/ 5/8" TYPE "X" GYP. BD. OVER CMU. (PROVIDE WATER RETARDANT GYP. BD. AT ALL RESTROOM WALLS, WHERE THEY OCCUR)
25. FIRE DEPARTMENT DEDICATION PLAQUE - SEE DETAILS 2/A2 & 6/A9.2.
26. SEE SHEET A4.1 FOR CLERESTORY WINDOWS LOCATED IN THIS WALL.
27. 7'-0" H. STORAGE CABINET (P-LAM FINISH) SEE ELEVATION, 29/A9.2.
28. ROOF DRAIN LEADER - SEE PLUMBING DRAWINGS.
29. PIPE BOLLARD FOR FIRE RISER PROTECTION, SEE CIVIL DWGS
30. FIRE RISER, SEE SHEET FP1.
31. FURRING TO BE 2"- 25 GA. HAT CHANNELS W/ 5/8" TYPE "X" GYP. BD., FLOOR TO CEILING.
32. NOT USED.
33. FREE STANDING STAINLESS STEEL ISLAND (OWNER FURNISHED.).
34. STAINLESS STEEL, CEILING MOUNTED POTRACK (CONTRACTOR FURNISHED, CONTRACTOR INSTALLED.) ADVANCE TABCO 9C-48 (PHONE: STATE RESTAURANT EQUIPMENT - (702)-733-8181)
35. FIRE ALARM CONTROL PANEL. SEE FIRE ALARM PLAN.
36. FLOOR DRAIN, SEE PLUMBING DRAWINGS FOR LOCATIONS.
37. LEAVE CUT GROUT AT HEAD JOINTS BETWEEN EVERY BLOCK AT FIRST COURSE OF MASONRY ABOVE PATIO SLAB ONLY. (VOIDS IN HEAD JOINTS SHALL ACT TO PROVIDE POSITIVE DRAINAGE FOR PATIO SLAB.)
38. 6" - 20 GA MTL STUDS - SEE WALL TYPE "S" SHEET G2
39. SURFACE MOUNTED PAPER TOWEL DISPENSER (BOBRICK MODEL 2620). SEE BATH ACCESSORY SCHEDULE. T.O. DISPENSER @ 18" AFF.
40. COORDINATE EXACT LOCATION OF GROMMETS IN COUNTERTOP W/ OWNER PRIOR TO FABRICATION OF COUNTERTOP.
41. FLOOR SINK, SEE PLUMBING AND MECHANICAL DRAWINGS.
42. ELECTRICAL PANELS INSIDE 6" MTL. STUD FURRED WALL (WALL SHALL BE 5'-10" W. X 14'-6" H.) WALL SHALL BE FINISHED W/ GWB AT TOP & SIDES.
43. PROVIDE ADJUSTABLE 3/4" PLYWOOD SHELVES, (18" DEEP X WIDTH OF PANTRIES) BUILD SHELVES PER DTL.19/A9.4.
44. PROVIDE TWO-TIER LOCKERS ALONG THIS WALL ONLY, SEE SPECIFICATIONS.
45. WORK BENCH FURNISHED AND INSTALLED BY OWNER
46. WALL IN PANTRY 123A CONTAINING DOORS 123A, 123B & 123C AND DIVIDER WALLS BETWEEN THESE DOORS SHALL BE CONSTRUCTED OF 2" - 20 GA. METAL STUDS @ 16" O.C. W/ 5/8" TYPE "X" GYP. BD. @ BOTH SIDES OF WALL, FULL HT.
47. BACK BOARD RACK - SEE DETAIL 12/A9.2
48. ENGINEERED STONE PHONE SHELF @ 36" AFF. SEE DETAIL 13/A7.
49. HAZ-MAT STORAGE CABINET FURNISHED & INSTALLED BY OWNER.
50. REFERDGERATOR - OWNER FURNISHED, OWNER INSTALLED.
51. FLAGPOLE, SEE DETAILS.
52. CURVED POPOUT, STUCCO FINISH, SEE EXTERIOR ELEVATIONS.
53. PROVIDE 2" - 25 GA. "Z" FURRING OVER END OF CMU WALL AND OFFSET ADJACENT WALL FRAMING TO BE FLUSH WITH OUTSIDE FACE OF "Z" FURRING AT ALARM STATION SIDE OF WALL.
54. 4' HIGH CERAMIC TILE WAINSCOT BEHIND BOTH SIDES OF JANITOR'S SINK, SEE FINISH SCHEDULE AND EXTEND WAINSCOT 12" PAST EDGES OF JANITOR'S SINK.

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City of Las Vegas

EOT-41841

CITY OF LAS VEGAS, NEVADA

DEPARTMENT OF PUBLIC WORKS

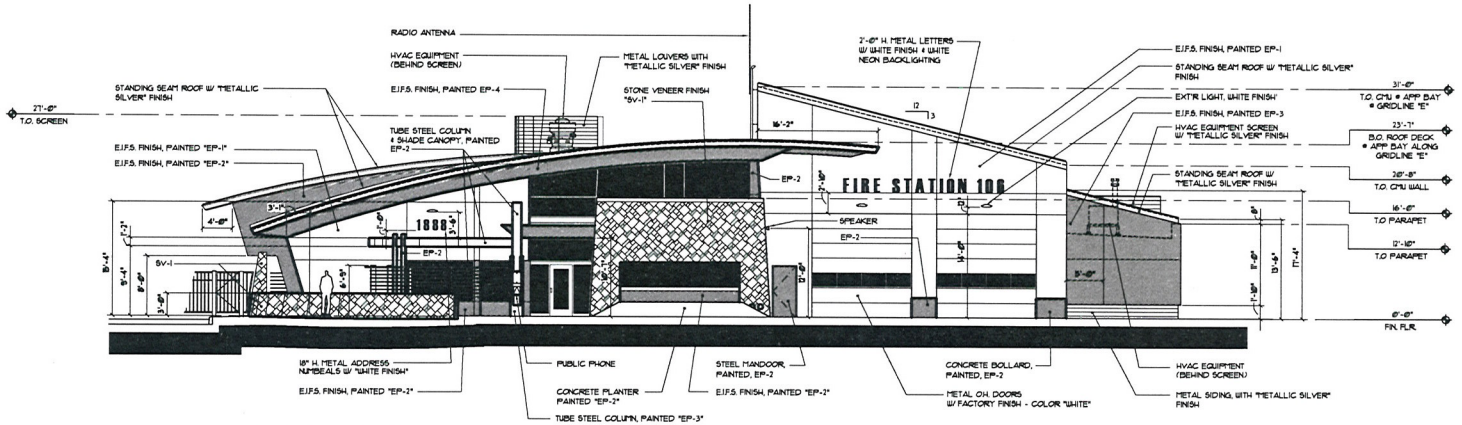
CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST.)
Noted Floor Plan

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 382-9221
FAX: (702) 382-3232
TDD: (702) 386-9108

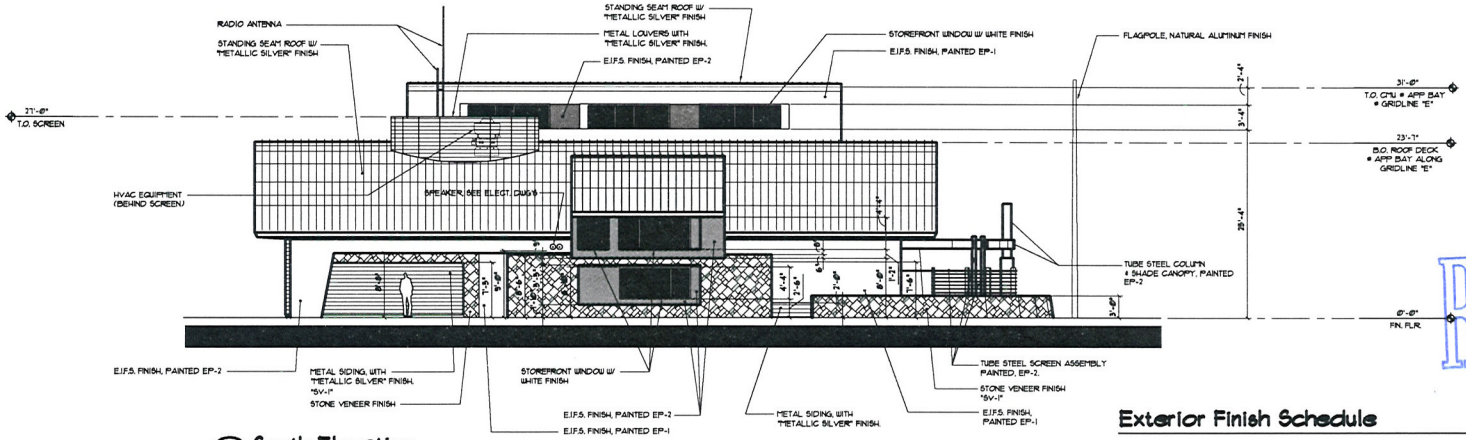
DRAWN: EPG
FILE: fs108-A1.1
DATE: 5/4/09
SCALE: 1/8" = 1'-0"
BID NO: 09.15341.04
CLP ENGINEERING NO: 630-108
CONSTRUCTION NO:

A1.1



1 East Elevation

Scale: 1/8"=1'-0"



2 South Elevation

Scale: 1/8"=1'-0"

Keynotes

1. CMU BOLLARD, SEE DETAIL 1/A10.1.
2. NOT USED.
3. NOT USED
4. OVERFLOW ROOF SCUPPER, SEE DTL. 4/A10.3 & SHT. A3 FOR EXACT LOCATION.
5. NOT USED.
6. ROOF DRAIN OUTLET, PROVIDE DOWNSPOUT NOZZLE PER PLUMBING DWGS.
7. NOT USED.
8. WINDOW CANOPY - SEE DETAIL ON SHEET A10.2
9. FIRE DEPARTMENT CONNECTION, SEE PLUMBING DRAWINGS AND FIRE PROTECTION DWGS.
10. NOT USED.
11. FLAGPOLE, SEE CIVIL DRAWINGS FOR DETAILS.
12. METAL COPING, MATCH (MR-2) COLOR, FINISH, GUAGE, UNLESS NOTED OTHERWISE.
13. NOT USED
14. EXTERIOR LIGHT, SEE SPECIFICATIONS FOR DIFFERENT LIGHTS & LOCATIONS.
15. GABLE FLASHING - MATCH (MR-2) ROOF COLOR/GUAGE, SEE FINISH SCHEDULE & SEE DETAILS 4/A10.3.
16. EXPOSED CMU BASE - SEE DETAIL 2/A10.1.

Keynotes

17. 3'-6" ROCK UNDER ROOF DRAIN SPOUT IN LIEU OF SPLASH BLOCK - 3'-6" ROCK TO MATCH DECOMPOSED GRANITE LANDSCAPE MATL.
18. CMU WALL, SEE FINISH SCHEDULE, SPECIFICATIONS & WALL LEGEND.
19. SMOOTH STUCCO (EIFS) FINISH - SEE EXTERIOR FINISH SCHEDULE THIS SHEET & SPECS.
20. ENTRY WALL W/ MTL. PLATE FINISH, SEE WALL LEGEND.
21. HORN & STROBE, SEE SHEET FP-01 FOR ALL INFORMATION.
22. NOT USED.
23. METAL FRAMED SURROUND AT GARAGE DOOR W/ STUCCO FINISH - SEE DETAILS (TYP.)
24. STANDING SEAM ROOF, SEE FINISH SCHEDULE, SPECIFICATIONS & ROOF PLAN.
25. GABLE END POPOUT AND FLASHING - SEE DETAIL 11/A10.2.
26. APPROXIMATE LINE OF FINISH GRADE, SEE CIVIL DRAWINGS.
27. 8"X8"X16" EXPOSED CMU WALL (CMU-1).
28. CLERESTORY WINDOW IN APPARATUS RM. WALL BEHIND PARAPET, SEE WINDOW SCHEDULE & DETAIL 1/A9.1. (TYP. OF 10 WINDOWS TOTAL).
29. SPEAKERS, SEE ELECTRICAL DWGS FOR ALL INFORMATION. MOUNT CENTER OF SPEAKERS AT 10'-0" A.F.F.

Exterior Finish Schedule

ABBREV.	MATERIAL / LOCATION	FINISH	COLOR & MFR.
EP-1	MAIN COLOR ON EXTR WALLS WITH E.I.F.S. FINISH.	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DEC738 "TRAVERTINE" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
EP-2	ACCENT COLOR ON EXTR WALLS WITH E.I.F.S. FINISH.	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DE6064 "WINDMILL" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
	METAL & TRASH ENCL. & MAIN COLOR FOR EXTERIOR METAL	PAINTED / SHOP PRIMED EXTR METAL, PAINTED.	COLOR: DE6064 "WINDMILL" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
	EXTERIOR DOORS & FRAMES	PAINT (DOORS)	COLOR: DE6064 "WINDMILL" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
EP-3	ACCENT COLOR ON EXTR WALLS WITH E.I.F.S. FINISH.	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DE6098 "WESTERN RED" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
	ACCENT COLOR ON CANOPY POLE "SURROUND" & PHONE	PAINTED / SHOP PRIMED EXTR METAL, PAINTED.	COLOR: DE6098 "WESTERN RED" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
EP-4	ACCENT COLOR ON ROOF FASCIA	SMOOTH E.I.F.S. FINISH, PAINTED	COLOR: DE6368 "SMOKY MOUNTAIN" MFR: DUNN EDWARDS PAINT (OR APP'D EQ.)
NUMBER-1	BLDG. ADDRESS NUMBERS: (18" HIGH)	BRUSHED ALUMINUM FINISH	FONT: "HAETTENSCHWEILER". FINISH "BRUSHED ALUMINUM"
NUMBER-2	FIRE STATION NUMBER: (2'-0" HIGH)	BRUSHED ALUMINUM FINISH	MFR: GEMINI, FONT: "HAETTENSCHWEILER" FINISH "BRUSHED ALUMINUM"
MR-1	STND'G SEAM METAL ROOFG -	FACTORY FINISH.	MFR. & STYLE: SEE SPEC'S. COLOR: "METALLIC SILVER"
MS-1	CORRUGATED METAL SIDING -	FACTORY FINISH.	MFR. & STYLE: SEE SPEC'S COLOR: "METALLIC SILVER"
SV-1	STONE VENEER W/ RANDOM FLAGSTONE PATTERN (12" - 24" SIZES)	HONED FACE W/ NAURAL CLEFT FACE EDGES.	MFR. & STYLE: SEE SPEC'S COLOR: "DARK RAINBOW" COLOR RANGE

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JUN 01 2011

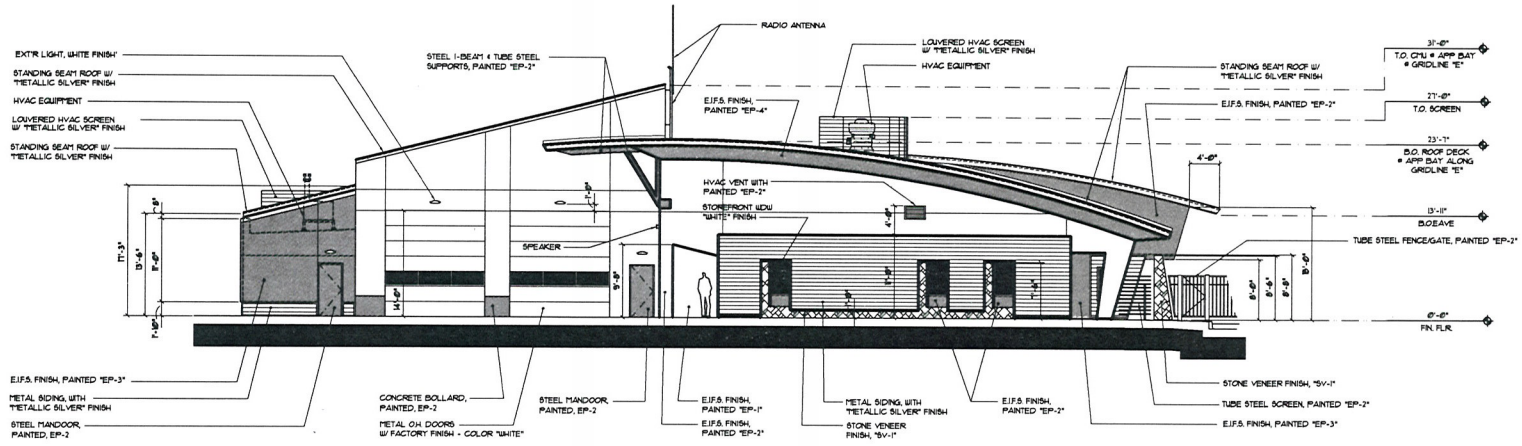
DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST.)
Exterior Elevations & Exterior Finish Schedule

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-6251
FAX: (702) 382-3233
TDD: (702) 386-9108

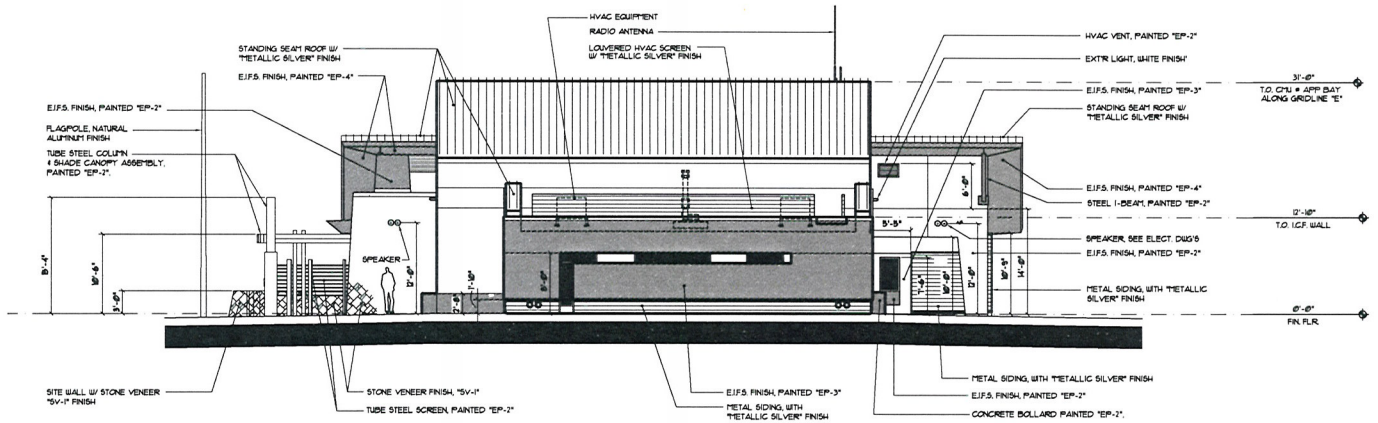
DESIGNED: EPS
FILE: fs108-A41
DATE: 5/24/11
SCALE: 1/8"=1'-0"
BID NO: 091534104
CLV DWG NO: 630-108
SHT NO: A4.1

EOT-41841



1 West Elevation

Scales 1/8"=1'-0"



2 North Elevation

Scales 1/8"=1'-0"

Keynotes

1. CONCRETE PEDESTAL, PEDESTAL TO HAVE ARCHITECTURAL CONCRETE FINISH, SEE DETAIL 1/A10.1.
2. PIPE BOLLARD, SEE CIVIL PLANS FOR DETAIL OF BOLLARD.
3. CURVED FRAMED POPOUT, SEE DET 2/A13.3 & DETAIL 8, PAINT PER FINISH SCHEDULE.
4. (3'-0" H.) W/ 3" RETURN - 20 GA. GALV. STEEL REVERSE PAN CHANNEL NUMBER 748 W/ SINGLE TUBE, INT'L WHITE NEON LIGHTING. SUBMIT SHOP DWGS. PRIOR TO FABRICATION.
5. 18" H. BAKED ENAMEL FINISH ADDRESS NUMBERS (COLOR: OPAQUE WHITE). CONCEALED MOUNT TO WALL. NUMBERS SHALL BE BY "GEMINI", "ARK RAMOS", OR APPROVED EQ. HELVETICA FONT, SPACED 2" APART. (CONTRACTOR SHALL VERIFY NUMBERS W/ OWNER PRIOR TO ORDERING).
6. EMERGENCY TELEPHONE NICHE, SEE DETAIL 4/A10.6.
7. 12"X12" SIGNS FOR ELECTRICAL DISCONNECT & ALTERNATE ELECT'L POWER SOURCE.
8. STEEL PLATED WINDOW CANOPY W/ POWDER COATED FINISH (COLOR: PLATINUM)- SEE DETAIL ON SHT A10.2
9. ENTRANCE CANOPY - SEE DETAIL 5
10. METAL COPING TO MATCH MIR-I, COLOR, GUAGE, FINISH U.N.O.
11. SCREEN FOR ROOFTOP HVAC UNITS, SEE SHEET A3 & DETAIL 12/A10.3.
12. DASHED LINE INDICATES LINE OF SINGLE PLY ROOF BEHIND ROOF PARAPET.
13. SECTIONAL GARAGE DOOR W/ WINDOW "LITES" AS SHOWN - PAINT DOOR AS PER EXTERIOR FINISH SCHEDULE AND SEE DOOR SCHEDULE AND SPEC'S.
14. EXTERIOR LIGHT, SEE ELECT. DWGS. FOR DIFFERENT LIGHTING SCHEDULE. CENTER LIGHTS OVER GARAGE DOORS.

Keynotes

15. STUCCO POPOUT @ GABLE END - SEE DETAIL 11/A10.2.
16. EXPOSED CMU WAINSCOT - SEE DETAIL 2/A10.1.
17. 8'-0" HIGH - 8"X8"X16" EXPOSED CMU WALL W/ MTL. COPING.
18. CMU WALL, SEE FINISH SCHEDULE, SPECIFICATIONS & WALL LEGEND.
19. LIGHT SAND STUCCO FINISH - PAINT PER EXTERIOR FINISH LEGEND & SEE SPECIFICATIONS.
20. 14" WIDE MTL STUD FRAMED ENTRY WALL - SEE WALL LEGEND & DETAIL 1/A6.1.
21. CMU BOLLARD - SEE DTL. 1/A10.1.
22. PAINTED METAL CANOPY FRAMING, SEE FINISH SCHEDULE.
23. OVERFLOW ROOF SCUPPER, SEE DTL. 4/A10.5 & ROOF PLAN, (ALSO SEE GEN. NOTES THIS SHT.) PAINT ALL ROOF SCUPPERS COLOR: EP-5.
24. STANDING SEAM ROOF PANEL, SEE FINISH SCHEDULE AND SPECIFICATIONS & ROOF PLAN.
25. MTL. COPING SHALL MATCH STANDING SEAM ROOF (FINISH, GUAGE, COLOR).
26. 4" DEEP METAL FRAMED POPOUT @ MAN DOORS W/ STUCCO FINISH (TYP @ ALL LOCATIONS)
27. 12" W. ACCENT WALL W/ METAL PLATE (POWDER COATED) FINISH, - SEE SHEET A6.1 FOR ELEVATIONS & SHT A1.2 FOR PLAN VIEW.
28. LINE OF ROOF DECK BEHIND PARAPET, SEE DETAIL 3/A10.3 FOR ROOF FLASHING REQUIREMENTS.
29. BUTT-JOINTS IN POWDER-COATED STEEL PLATE WALL FINISH - BOTH SIDES OF WALL.

Keynotes

30. LINE OF HVAC UNITS BEHIND SCREEN.
31. EXPOSED CMU MASONRY VENEER JOINT.
32. HORN & STROBE, SEE SHEET FP-01.
33. PAINT OVERHEAD GARAGE DOORS FACTORY FINISH WHITE, TYPICAL ALL OVERHEAD DOORS.
34. MTL FRAMED SURROUND AT GARAGE DOOR W/ STUCCO - SEE DTL'S)
35. ROOF DRAIN OUTLET & DOWNSPOUT NOZZLE, SEE PLUMBING DWGS.
36. HOSE BIBS, SEE PLUMBING DWGS.

General Notes:

1. ALL EXTERIOR METAL TO BE SHOP PRIMED AND PAINTED PER FINISH SCHEDULE.
2. SEE FINISH LEGEND FOR COLORS OF ALL FINISHES KEYNOTED ON ELEVATIONS.
3. SEE SHEET A4.1 FOR EXTERIOR FINISH SCHEDULE.
4. ANY PLACE WHERE A "C" IS SHOWN INDICATES A CONTROL JOINT RUNNING ALONG THE FACE OF THE WALL.
5. COORDINATE MOUNTING HT'S OF BOTTOM OF OVERFLOW SCUPPERS W/ ROOFING CONTRACTOR AND DETAIL 4/A10.5.
6. ▩ DENOTES ACCENT WALLS TO BE PAINTED EP-3 / EP-4 AS NOTED.

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JUN 01 2011

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS, NEVADA
FIRE STATION #108
(BONANZA RD & PAGE ST)
Exterior Elevations

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

ARCHITECT OF RECORD
SAMUEL D. TOLMAN, AIA, NCARB
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 382-9221
FAX: (702) 382-3232
TDD: (702) 386-9108

DESIGNED	EPS
FILE	108-A42
DATE	3/24/11
SCALE	1/8"=1'-0"
BID NO	09/534/04
CLV DWG NO	630-108
SHT NO	A4.2

EOT-41841

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

November 6, 2009

Ms. Robin Yoakum
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
MAY 20 2011
City of Las Vegas

RE: SDR-35751 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 4, 2009
RELATED TO VAR-35754

Dear Ms. Yoakum:

The City Council at a regular meeting held November 4, 2009 APPROVED the request A PROPOSED 7,600 SQUARE-FOOT GOVERNMENT FACILITY (FIRE STATION) WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ALONG ARTERIAL STREETS ONE HUNDRED FEET AND WIDER (BONANZA ROAD) on 1.45 acres at 4551 East Bonanza Road (APN 140-32-101-005), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 5, 2009. This approval is subject to:

Planning and Development

1. Conformance to the conditions for Variance (VAR-35754) if approved.

2. No phasing shall be permitted; all landscaping must be planted prior to the issuance of a Certificate of Occupancy.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, floor plan, and building elevations, date stamped 08/25/09, and the landscape plan date stamped 09/02/09 except as amended by conditions herein.

5. 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.

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EOT-41841

6. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

7. 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).

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. 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.

11. 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.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Construct all incomplete half-street improvements on Bonanza Road (sidewalk) adjacent to this site concurrent with development of this site.

14. Remove all substandard public street 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.

15. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

EOT-41841

16. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

17. Site development to comply with all applicable conditions of approval for Z-18-98 and all other site-related actions.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Samuel D. Tolman, AIA
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

EOT-41841

MEMORANDUM

TO: **Flinn Fagg, Acting Director**
City of Las Vegas
Planning and Development Department
333 N. Rancho Drive
Las Vegas, Nevada 89106

FROM: Samuel D. Tolman, AIA, NCARB
Architectural Project Manager
Department of CLV Public Works
Capitol Project Management Division

CC: Erik Singman, Louis Baker, Mark Sorensen

DATE: March 22, 2011

SUBJECT: Justification letter for request for time extension for fire station #108, SDR-35751 and Parking Variance VAR-35754

Dear Flinn,

Fire Station #108 has gone through and received both the Site Development Plan Review and Parking Variance approvals. The notice of approvals of SDR-35751 and VAR-35754 were issued on November 9, 2009 and expire in two years.

In December of 2009, the City notified us that the construction of the fire station #108 project would be put on hold due to a downturn in the economy. In 2010, the City determined that construction of fire station #108 would indeed commence which caused the permitting and bidding phases to be pushed past the two year window of approval for both the Site Development Plan Review and the Parking Variance.

We respectfully request granting a one year time extension for this project as it is scheduled to begin construction during the first quarter of 2012.

Sincerely,

Samuel D. Tolman, AIA, NCARB

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MAY 20 2011
City of Las Vegas

EOT-41841

DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECT MANAGEMENT SECTION

400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

TELEPHONE: (702) 229-6535
FAX: (702) 384-4846
TDD: (702) 386-9108

www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

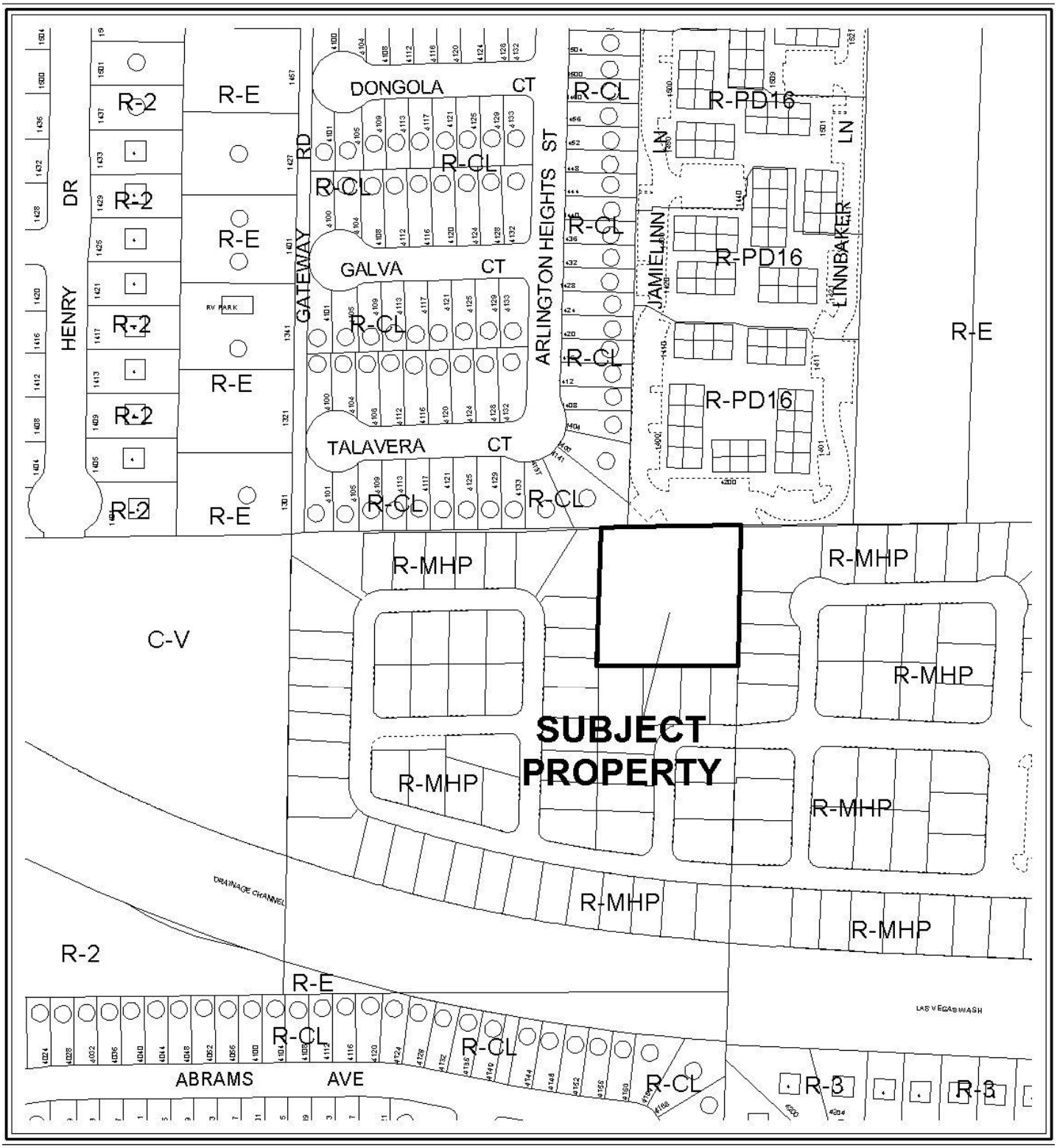
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-41928 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: SE PARTNERS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20957) FOR A PROPOSED NINE-LOT ADDITION TO AN EXISTING MOBILE/MANUFACTURED HOME PARK within a portion of 0.98 acres at 1200 North Lamb Boulevard (APN 140-30-601-003), R-MHP (Residential Mobile/Manufactured Home Park) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-20957
5. Justification Letter



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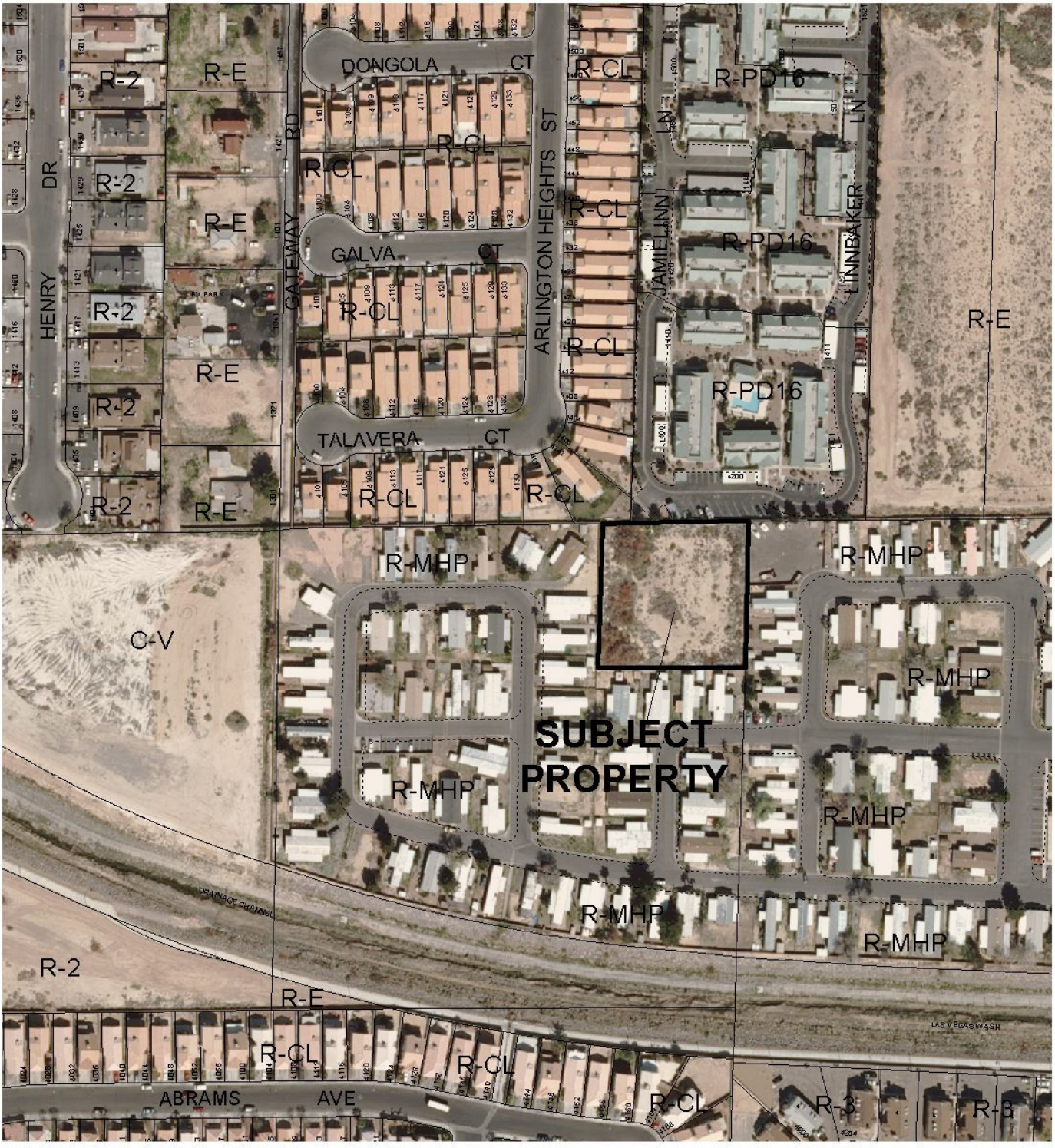
CASE: EOT-41928

ZONING OF SUBJECT PROPERTY:

R-MHP (RESIDENTIAL MOBILE/MANUFACTURED HOME PARK)

N



0 100 200 Feet

CASE: EOT-41928

ZONING OF SUBJECT PROPERTY:

R-MHP (RESIDENTIAL MOBILE/MANUFACTURED HOME PARK)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SE PARTNERS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41928	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41928 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-20957) shall expire on June 20, 2013 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-20957) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-20957) for a proposed nine-lot addition to an existing Mobile/Manufactured Home Park within a portion of 0.98 acres at 1200 North Lamb Boulevard. No plans have been submitted for review nor have any building permits been issued for the proposed development. The applicant is requesting an Extension of Time due to the declining economy. Staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/18/89	The City Council approved a request for Rezoning (Z-0126-88) from R-E (Residence Estates) to R-MHP (Residential Mobile Home Park) of property located west of lamb Boulevard, between Owens Avenue and Washington Avenue.
06/20/07	The City Council approved a request for Rezoning (ZON-20956) from R-E (Residence Estates) to R-MHP (Residential Mobile/Manufactured Home Park) within a portion of 0.98 acres at 1200 North Lamb Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-20957) for a proposed nine-lot addition to an existing Mobile/Manufactured Home Park.
05/20/09	The City Council approved a request for an Extension of Time (EOT-33962) of a previously approved Rezoning (ZON-20956) from R-E (Residence Estates) to R-MHP (Residential Mobile/Manufactured Home Park) within a portion of 0.98 acres at 1200 North Lamb Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33963) of a previously approved Site Development Plan Review (SDR-20957) for a proposed nine-lot addition to an existing Mobile/Manufactured Home Park.

Most Recent Change of Ownership	
10/22/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	A business license (T04-00054) was issued for a Trailer Park at 1200 North Lamb Boulevard. The license is still active.
There have not been any plans submitted for review or building permits issued for the proposed development.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.98

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Nine-Lot Mobile Home Park	ML (Medium-Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
North	Multi-Family Residences	M (Medium Density Residential)	R-PD16 (Residential Planned Development- 16 Units per Acre)
	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single Family Compact Lot)
South	Mobile/Manufactured Homes	ML (Medium-Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
East	Mobile/Manufactured Homes	ML (Medium-Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
West	Mobile/Manufactured Homes	ML (Medium-Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-20957) for a proposed nine-lot addition to an existing mobile/manufactured home park at 1200 North Lamb Boulevard. No plans have been submitted for review nor have any building permits been issued for the proposed development.

Title 19.16.100 of the Unified Development Code deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-20957) has not met the requirements outlined in Title 19.16.100 to exercise the entitlement as no building permits have been issued for the nine-lot addition to the mobile/manufactured home park. The applicant is requesting an extension of time due to the declining economy. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-20957) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41928** APN: 140-30-601-003

Name of Property Owner: SE Partners LLC

Name of Applicant: Same as Owner

Name of Representative: G.C. Wallace, Inc. 1555 S Rainbow Blvd. Las Vegas, Nevada 89146

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: Ross H. Partrich

Subscribed and sworn before me

This 25th day of May, 2011

Karen Vreeland

Notary Public in and for said County and State

Karen Vreeland, **Notary Public**
State of Michigan, **County of Oakland**
My Commission Expires 3/23/2014
Acting in the County of Oakland

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 1200 North Lamb Blvd.

Project Name Sunrise Oaks Manufactured Homes **Proposed Use** _____

Assessor's Parcel #(s) 140-30-601-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing R-MHP proposed _____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.98 **Lots/Units** N/A **Density** N/A

Additional Information _____

PROPERTY OWNER SE Partners, LLC **Contact** Josh Mermell

Address 31200 Northwestern Hiighway **Phone:** 248-538-3312 **Fax:** 248-538-7746

City Farmington Hills **State** Michigan **Zip** 48334

E-mail Address jmermell@rhp-properties.com

APPLICANT Same as Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE G.C. Wallace, Inc **Contact** Cyndee Miller

Address 1555 S. Rainbow Blvd. **Phone:** 804-2126 **Fax:** 804-2299

City Las Vegas **State** NV **Zip** 89146

E-mail Address cmiller@gcwallace.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 Ross H. Partrich

Subscribed and sworn before me

This 25th day of May, 20 11.

Karen Vreeland

Notary Public in and for said County and State

Karen Vreeland, Notary Public
State of Michigan, County of Oakland
My Commission Expires 3/23/2014
Acting in the County of Oakland

FOR DEPARTMENT USE ONLY

Case #	EOT-41928
Meeting Date:	7/6/11
Total Fee:	$300
Date Received:*	5/26/11
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.

F:\depot\Application Packet\Application Form.pdf

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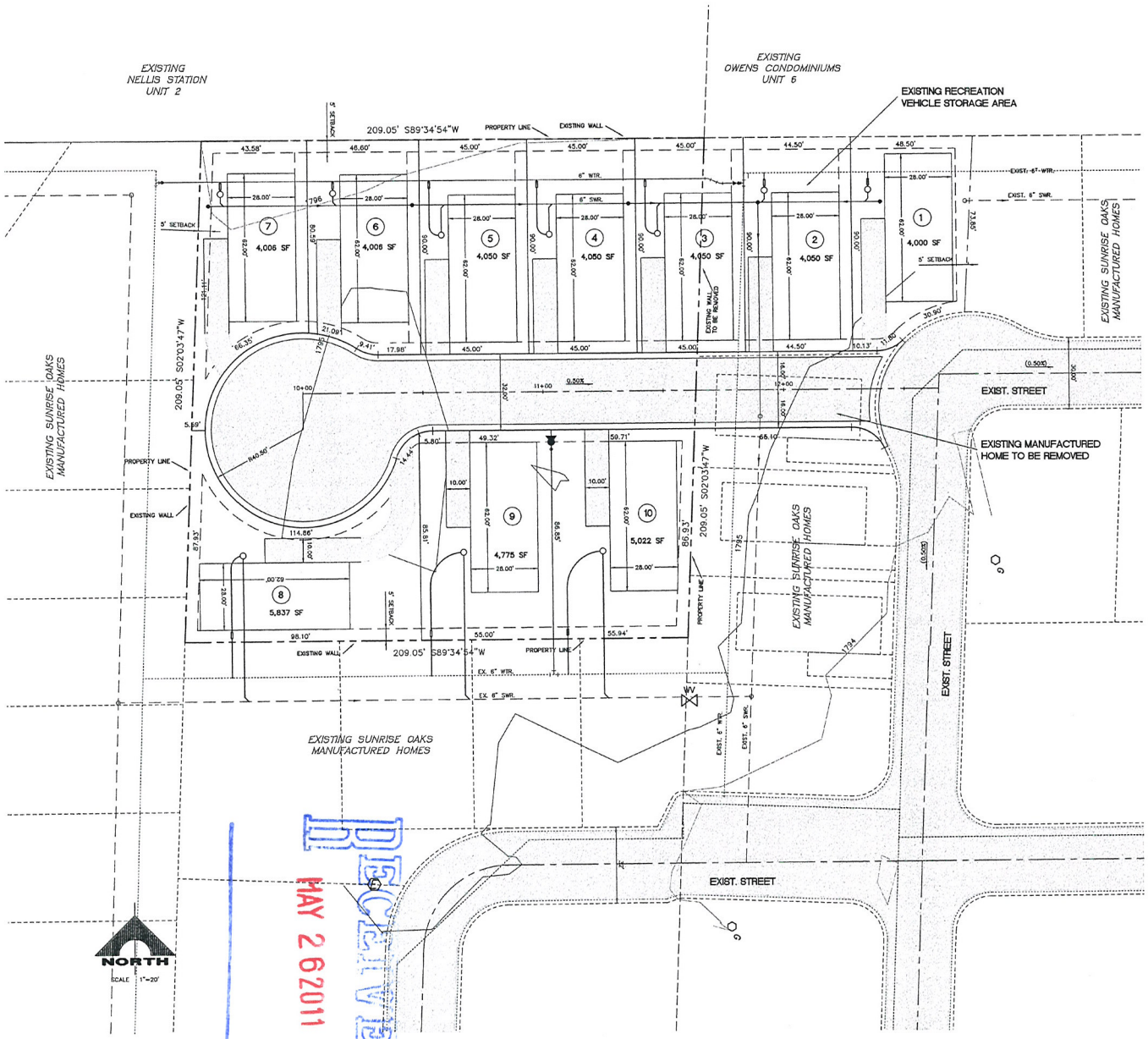
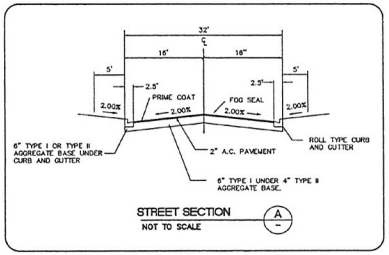
Revised 10/27/08

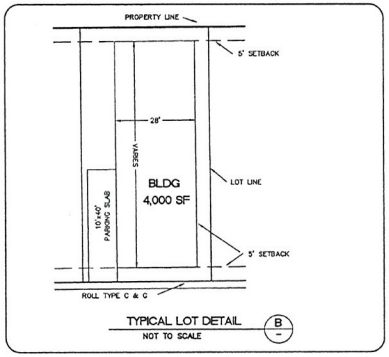


NET GAIN	
LOST	1 LOT
GAINED	10 LOTS
NET GAINED	9 LOTS

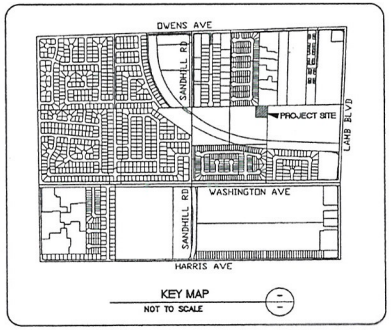
SETBACK TABLE	
MIN. LOT SIZE	4,000 SF
MIN. LOT WIDTH	45 FEET
MIN. FRONT YARD SETBACK	5 FEET
MIN. SIDE YARD SETBACK	5 FEET
MIN. REAR YARD SETBACK	5 FEET



STREET SECTION (A) — NOT TO SCALE



TYPICAL LOT DETAIL (B) — NOT TO SCALE



KEY MAP — NOT TO SCALE

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EOT-41928

G.C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
1555 S. RAINBOW BOULEVARD - LAS VEGAS, NV 89146
T: (702) 804-2000 - F: (702) 804-2299 - GCWALLACE.COM
LAS VEGAS - SACRAMENTO - RENO

PROJECT NO.
DESIGN:
DRAWN:
CHECK:
PLOT DATE: 03-25-09
PLOT TIME: 11:36:05
F:\Projects\3000_3199_4176\GWC\Land\Exhibits\SITEC.dwg
Ben Morris

SUNRISE OAKS
1 ACRE CONCEPT PLAN
SITE PLAN

DRAWING C-1
1 OF 1 SHTS
HTE: 00-00000

REVISIONS: DATE | DESCRIPTION | DATE | LDDH APP | DATE | GCW APP

ENGINEER'S SEAL — STATE OF NEVADA — No. 9353 — DANIEL K. MORRIS — REGISTERED PROFESSIONAL ENGINEER — CIVIL — 3-25-09

X COMPLETE

Sunrise Oaks Mobile Home

AS 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

June 22, 2007

Mr. Joshua Mermell
Sunrise Associates, LP
31200 Northwestern Highway
Farmington Hills, Michigan 48334-5900

RE: SDR-20957 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JUNE 20, 2007
RELATED TO ZON-20956

Dear Mr. Mermell:

The City Council at a regular meeting held June 20, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED NINE-LOT ADDITION TO AN EXISTING MOBILE/MANUFACTURED HOME PARK within a portion of 0.98 acres at 1200 North Lamb Boulevard (a portion of APN 140-30-601-003), R-E (Residence Estates) Zone [PROPOSED: R-MHP (Residential Mobile/Manufactured Home Park)]. The Notice of Final Action was filed with the Las Vegas City Clerk on June 21, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-20956) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 03/30/07, except as amended by conditions herein.

4. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

5. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

CITY OF LAS VEGAS
STEWART AVENUE
EGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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EOT-41928

6. 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.

7. 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.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-20956 and all other subsequent site-related actions.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Rebeka DeWitt
GC Wallace, Inc.
6655 South Cimarron Road
Las Vegas, Nevada 89113

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MAY 26 2011

EOT-41928

G. C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS

G. C. WALLACE, INC.
G. C. WALLACE OF CALIFORNIA, INC.
G. C. WALLACE HOLDINGS, INC.

Writer's Contact Information:

702-804-2126

398.A176A

May 26, 2011

City of Las Vegas Planning
333 Rancho Drive
Las Vegas, NV 89101

Re: Sunrise Oaks Mobile Home Community Extension of Time Site Development Review

CLV Planning,

On behalf of S.E. Partners, LLC, G. C. Wallace, Inc., (GCW) is submitting a request for an Extension of Time on application (EOT-33962-filed March 25, 2009). Due to the declining economy, this two year extension is needed to complete construction activities for the project.

Please feel free to call me at 804-2126 if you need any additional information or have any questions.

Very truly yours,

G. C. WALLACE, INC.

Cyndee Miller
Project Coordinator

Enclosures

RECEIVED
MAY 26 2011

EOT-41928

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JULY 6, 2011

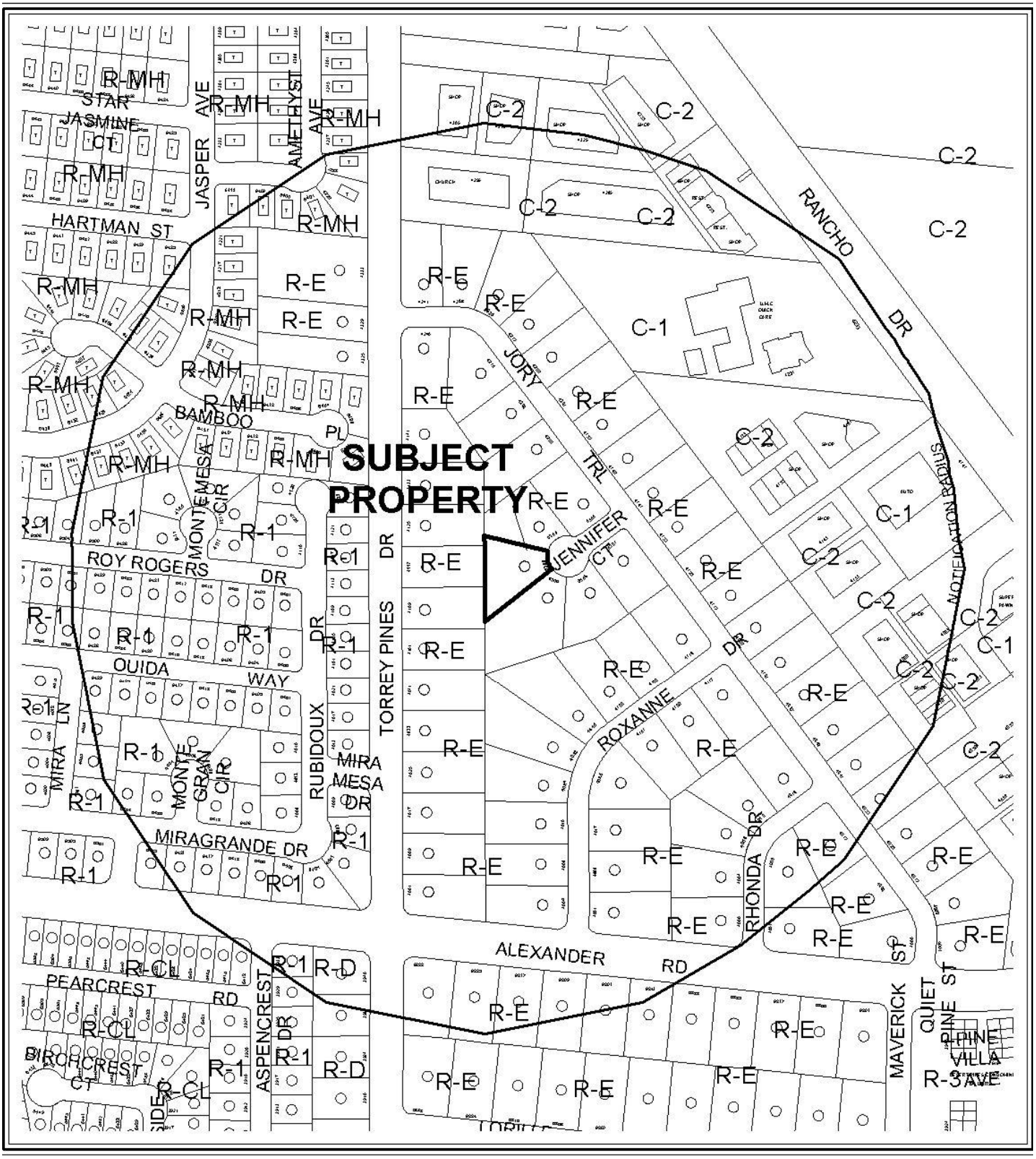
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**2**
City Council Meeting	**6**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-40579 and SUP-40577
2. Conditions and Staff Report - VAR-40579 and SUP-40577
3. Supporting Documentation
4. Photos - VAR-40579 and SUP-40577
5. Justification Letter - VAR-40579 and SUP-40577
6. Protest Postcards for VAR-40579 and SUP-40577 – March 16, 2011 City Council Meeting
7. Protest Postcards for VAR-40579 and SUP-40577 – April 6, 2011 City Council Meeting – Renotification
8. Backup referenced from the February 8, 2011 Planning Commission Meeting Items VAR-40579 and SUP-40577



0 300 600 Feet

CASE: **VAR-40579 AND SUP-40577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

0 300 600 Feet

CASE: **VAR-40579 AND SUP-40577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CONAN AND JESSICA TURNER

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-40579	Staff recommends DENIAL, if approved subject to conditions:	N/A
SUP-40577	Staff recommends DENIAL, if approved subject to conditions:	VAR-40579

** CONDITIONS **

VAR-40579 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-40577) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structures (Class I and Class II). An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-40577 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Accessory Structure (Class I) use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-40579) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structure (Class I). An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

These requests are for a Variance and Special Use Permit for a proposed 1,067 square-foot Accessory Structure (Class I) on a developed single family residential lot at 6308 Jennifer Court. The structure will be stucco, and painted to match the existing residence. Staff recommends denial of the Variance and the associated Special Use Permit requests, as no characteristics of the property prevent the Accessory Structure (Class I) from being designed to meet Title 19 standards. If the Variance request is denied, the associated Special Use Permit would also be denied and the property must remain as it is.

ISSUES

- An Accessory Structure (Class I) use is permitted in the R-E (Residence Estates) zoning district with the approval of a Special Use Permit.
- There is a companion request for a Variance to allow a maximum 3,467 square feet of combined floor area where 809 square feet is the maximum allowed, to allow an Accessory Structure (Class II) to not be aesthetically compatible (metal) with the principal dwelling unit (stucco) and to allow an Accessory Structure to exceed the height of the principal dwelling unit by six inches. Revised plans submitted February 24, 2011 depict the removal of the Accessory Structure (Class II). This results in a revised Variance request for a building area of 1,067 square feet for the Accessory Structure (Class I) where 809 square feet is allowed. Revised elevations indicate that the height of the structure will not exceed the height of the principal dwelling.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/21/73	The Board of City Commissioners approved a Rezoning (Z-0016-73) on this site from C-2 (General Commercial) to R-E (Residence Estates) as part of a larger request.
03/22/73	The Board of Zoning Adjustment approved a Variance (V-0012-73) to allow a 30-foot front yard building setback where 50 feet is required on 68 proposed lots on property located on the north side of Alexander Road, between Torrey Pines Drive and Tonopah Highway.
02/08/11	The Planning Commission voted (7-0) to recommend DENIAL on companion items VAR-40579 & SUP-40577 (PC Agenda Items 21-22/rg).
03/16/11	The City Council voted to hold companion items VAR-40579 and SUP-40577 in abeyance to the April 6, 2011 City Council Meeting.

04/06/11	The City Council voted to hold companion items VAR-40579 and SUP-40577 in abeyance to the June 1, 2011 City Council Meeting.
06/01/11	The City Council voted to hold companion items VAR-40579 and SUP-40577 in abeyance to the July 6, 2011 City Council Meeting.

Most Recent Change of Ownership	
05/26/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1978	The Single Family Residence was constructed.

Pre-Application Meeting	
12/13/10	A pre-application meeting was held with the applicant, where elements of submitting a Variance and Special Use Permit for the proposed Accessory Structures (Class I and Class II) were discussed. The topics included: • A request for a Variance is necessary to allow the proposed accessory structures to exceed 50 percent floor area of the main dwelling unit. The exterior elevation of the proposed Accessory Structure (Class II) is not aesthetically compatible with the main dwelling unit. The proposed heights of both accessory structures are greater than the main dwelling unit. • Approval of a Special Use Permit to allow the Accessory Structure (Class I) is required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/13/11	A site visit by staff noted a well maintained Single Family Dwelling.

Details of Application Request	
Site Area	
Net Acres	0.45

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08.040, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	19,889 SF	N*
Min. Setbacks (Accessory Structure)			
• Front	Not allowed	N/A	N/A
• Side (North)	3 Feet	49 Feet	Y
• Side (South)	3 Feet	6 Feet	Y
• Rear	3 Feet	5 Feet	Y
Min. Distance Between Buildings	6 Feet	11 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Rear Yard Coverage	50 %	10 %	Y

Max. Floor Area (Accessory Structures)	809 SF	1,067 SF	N
Max. Building Height	Lesser of 2 stories, 35 feet or the height of the principal building.	15 feet	Y

*****The subject site is legally non-conforming for the lot size.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Jennifer Court	N/A	N/A	51	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement						
Use		***Required***		***Provided***		***Compliance***
		Parking Ratio	Parking		Parking	
Single Family Residence	2 spaces per dwelling unit	2		2		Y
Accessory Structure (Class I)	One additional space must be provided beyond the number of spaces normally required	1		1		Y
TOTAL SPACES REQUIRED		3		3		Y

ANALYSIS

The applicant is requesting a Special Use Permit for a proposed 1,067 square-foot Accessory Structure (Class I) and a companion Variance request to allow Accessory Structures (Class I and Class II) in the property located at 6308 Jennifer Court. The Accessory Structure (Class II) has been removed from a revised site plan submitted February 24, 2011, and is no longer included in this request. The subject property is located within the Airport Overlay District with 140-foot height restriction and Rural Preservation Overlay District. The proposed development conforms to the Special Area Plans.

An Accessory Structure (Class I) use is defined by Title 19.20.020 as "an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests." Unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit.

Approval of an associated Variance (VAR-40579) will be required, as the floor area of the proposed class I accessory structure exceeds fifty percent of the floor area of the principal dwelling. Pursuant to Title 19.08.040, the total area of all accessory structures shall not exceed fifty percent of the principal dwelling, which is 1,618 square feet. This would allow a building area for the accessory structure up to 809 square feet. With revised plans and elevations depicting the removal of the class II accessory structure, and the height and materials of the class I accessory structure shown in compliance with Title 19 requirements, the Variance applies to building floor area only. No characteristics of the property prevent the Accessory Structure (Class I) from being designed to meet Title 19 standards; therefore, staff recommends denial of the requests for a Variance and the associated Special Use Permit.

FINDINGS (VAR-40579)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing an Accessory Structure (Class I) that exceeds the building floor area allowed by Title 19.08, and results in an overbuilt property. Alternatives could include reducing the size of the proposed class I accessory structure, to allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-40577)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses as the proposed class I accessory structure exceeds Title 19 standard for floor area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of land use proposed, as is evidenced by the need for a Variance. The floor area of the proposed accessory structure exceeds fifty percent of the floor area of the principal dwelling unit constructed on the same lot, which is the maximum established by Title 19.08 for this use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Jennifer Court. The proposed use is not expected to have an effect on traffic in the area, and the right-of-way is adequate to accommodate it and the existing uses on the property.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Accessory Structure (Class I) use will not jeopardize the public health, safety or welfare, as they will be subject to permit review and inspection prior to completion.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Accessory Structure (Class I) use meets all applicable conditions of Title 19.04. The proposed accessory structure is not in compliance with the building area pursuant to Title 19.08.040.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 197 (By City Clerk)

APPROVALS 2

PROTESTS 10

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40579** APN: 136-02-811-030

Name of Property Owner: Conan Turner

Name of Applicant: Conan Turner

Name of Representative: Conan Turner

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Conan Turner

RECEIVED
DEC 23 2010
City of Las Vegas

Subscribed and sworn before me

This 21 day of December, 20 10

_____
Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Conan and Jessica Turner VARIANCE

Project Address (Location) 6308 Jennifer Ct. Las Vegas NV 89108

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-02-811-030 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Conan and Jessica Turner **Contact** _____

Address 6308 Jennifer Ct. **Phone:** 702 858-7603 **Fax:** _____

City Las Vegas NV **State** NV **Zip** 89108

E-mail Address _____

APPLICANT _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Conan Turner

Subscribed and sworn before me

This 21 day of December, 20 10.

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

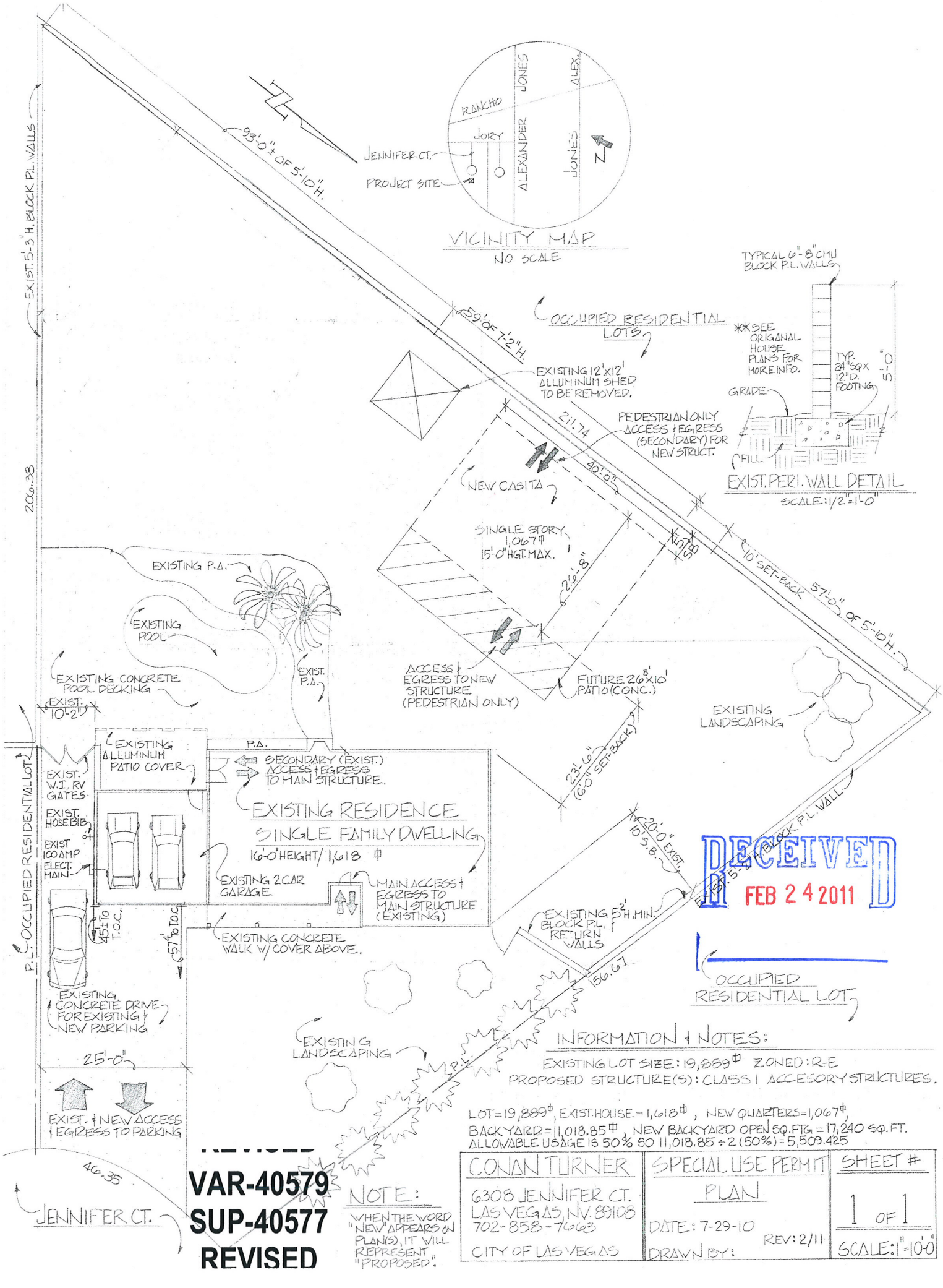
FOR DEPARTMENT USE ONLY

Case #	VAR-40579
Meeting Date:	2-8-11
Total Fee:	$30
Date Received:*	12-23-10
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



RECEIVED
FEB 24 2011

INFORMATION & NOTES:

EXISTING LOT SIZE: 19,889 ☐' ZONED: R-E
PROPOSED STRUCTURE(S): CLASS I ACCESORY STRUCTURES.

LOT = 19,889 ☐', EXIST. HOUSE = 1,618 ☐', NEW QUARTERS = 1,067 ☐',
BACKYARD = 11,018.85 ☐', NEW BACKYARD OPEN SQ. FTG = 17,240 SQ. FT.
ALLOWABLE USAGE IS 50% SO 11,018.85 ÷ 2 (50%) = 5,509.425

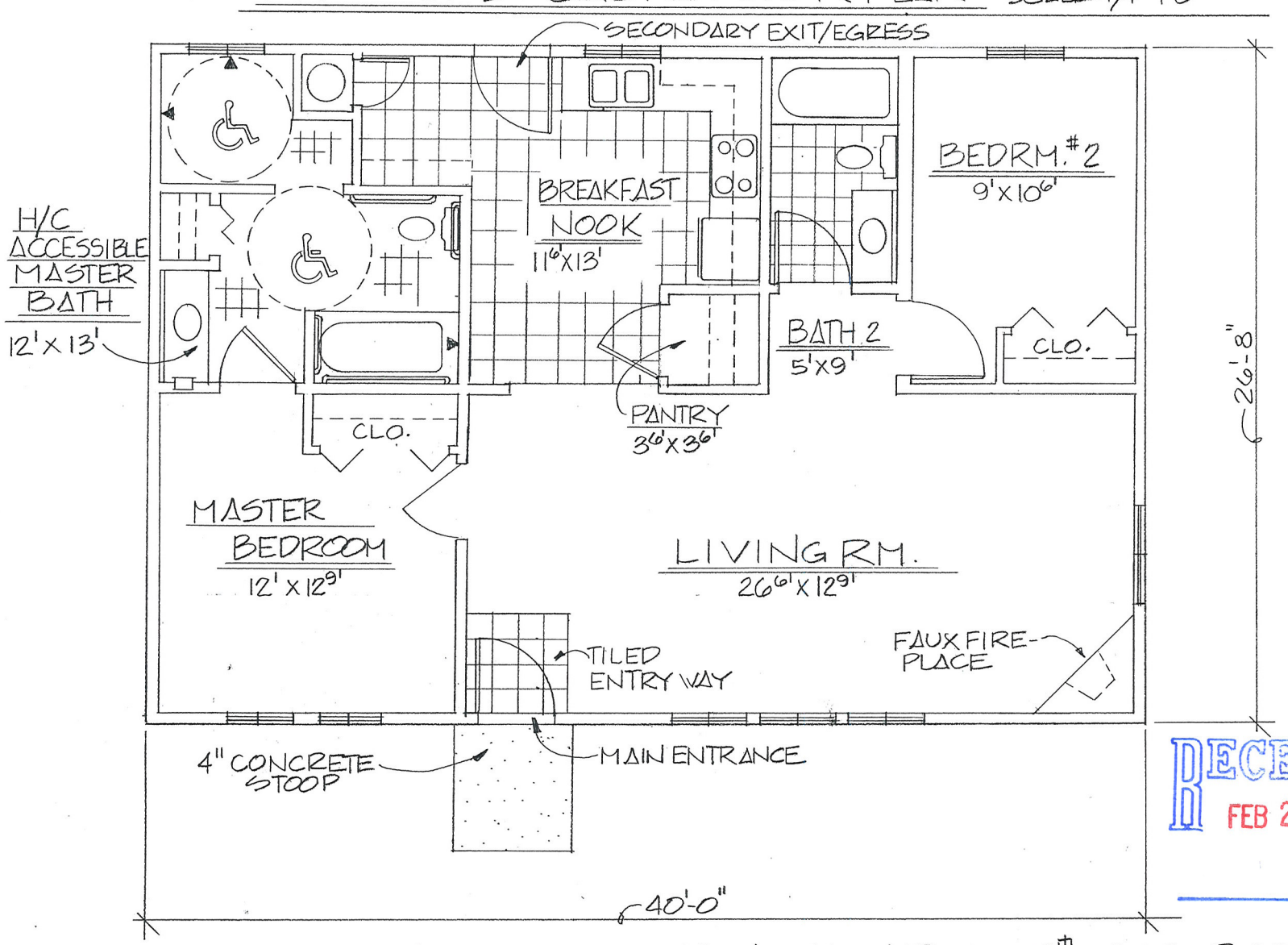
VAR-40579
SUP-40577
REVISED

NOTE:
WHEN THE WORD "NEW" APPEARS ON PLAN(S), IT WILL REPRESENT "PROPOSED".

CONAN TURNER 6308 JENNIFER CT. LAS VEGAS, NV. 89108 702-858-7663 CITY OF LAS VEGAS	SPECIAL USE PERMIT PLAN DATE: 7-29-10 REV: 2/11 DRAWN BY:	SHEET # 1 OF 1 SCALE: 1"=10'-0"

PROPOSED CASITA FLOOR PLAN

SCALE: 1/4"=1'-0"



RECEIVED
FEB 24 2011

MAXIMUM OCCUPANCY LOAD = 1,067# ÷ 200 = 5.335 = (5)

PROPOSED CASITA FLOOR PL.
SPECIAL USE PERMIT PLAN
CITY OF LAS VEGAS.
DATE REV: 2-18-11

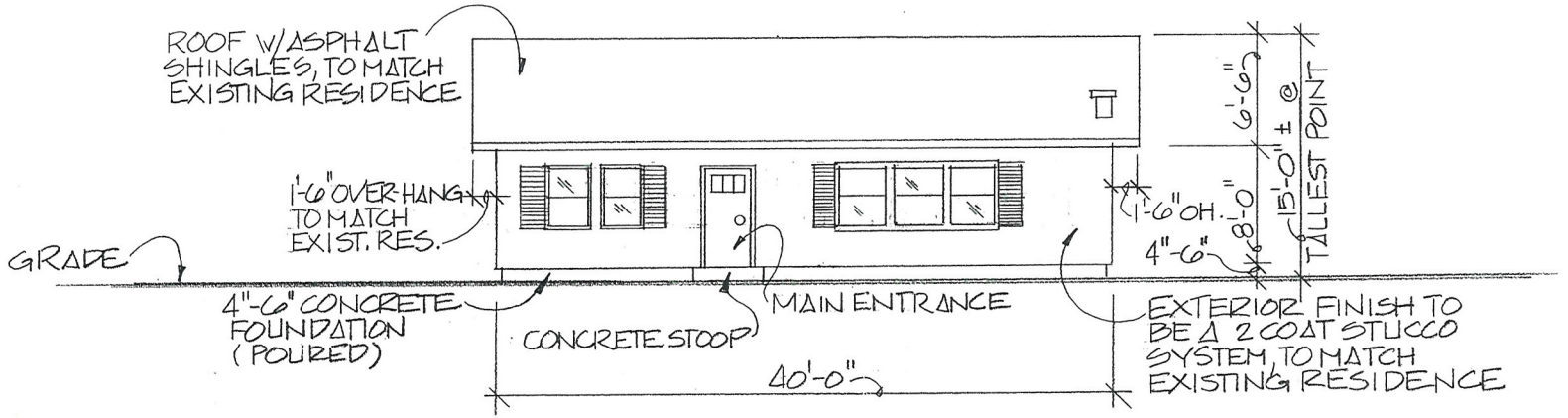
CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS, NV. 89108
702-858-7603

SHEET # 1 OF 3
SCALE: 1/4"=1'-0"

VAR-40579
SUP-40577
REVISED

PROPOSED CASITA EAST ELEVATION PLAN

SCALE: 1/8"=1'-0"



* EXIST. COLOR LEGEND

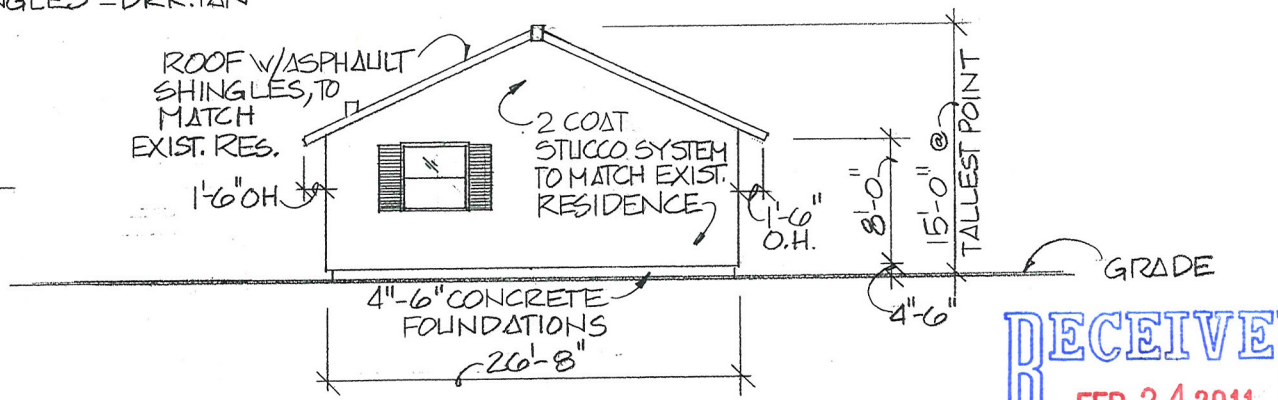
EXIST. RESIDENCE STUCCO = TAN
EXIST. RESIDENCE SHINGLES = DRK. TAN

* NOTE:

EXISTING RESIDENCE IS A SINGLE FAMILY, SINGLE STORY HOME WHICH IS 16'-0" H. @ ITS TALLEST POINT.

NORTH SIDE ELEVATION PLAN

SCALE: 1/8"=1'-0"



RECEIVED
FEB 24 2011

PROPOSE CASITA ELEVATION
SPECIAL USE PERMIT PLAN
CITY OF LAS VEGAS
DATE REV: 2-18-11

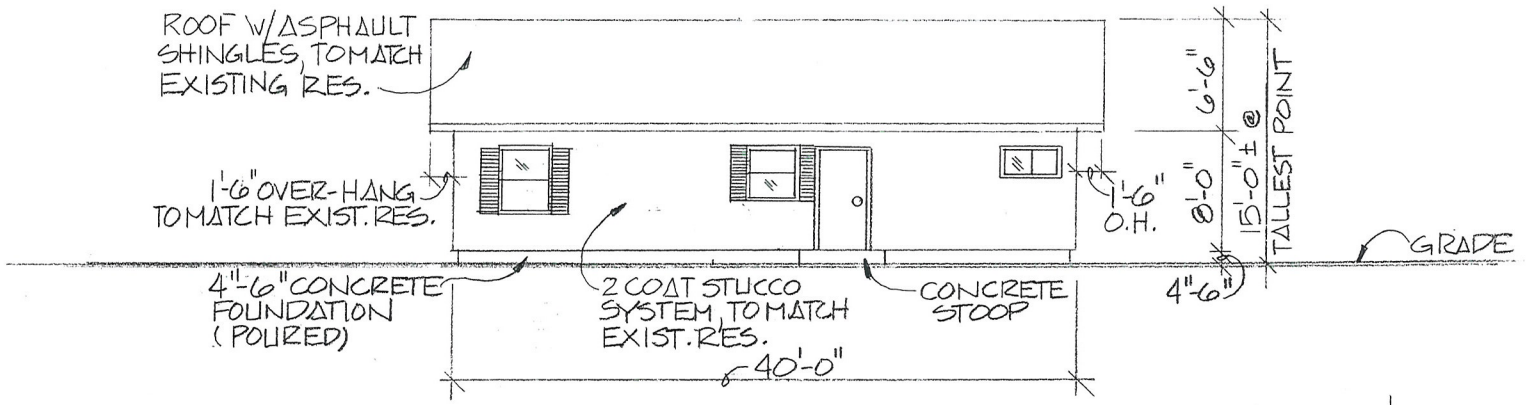
CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS, NV. 89108
702-858-7663

SHEET # 2 OF 3
SCALE: 1/8"=1'-0"

VAR-40579
SUP-40577
REVISED

PROPOSED CASITA WEST ELEVATION PLAN

SCALE: 1/8"=1'-0"



*EXIST. RES. COLOR LEGEND:

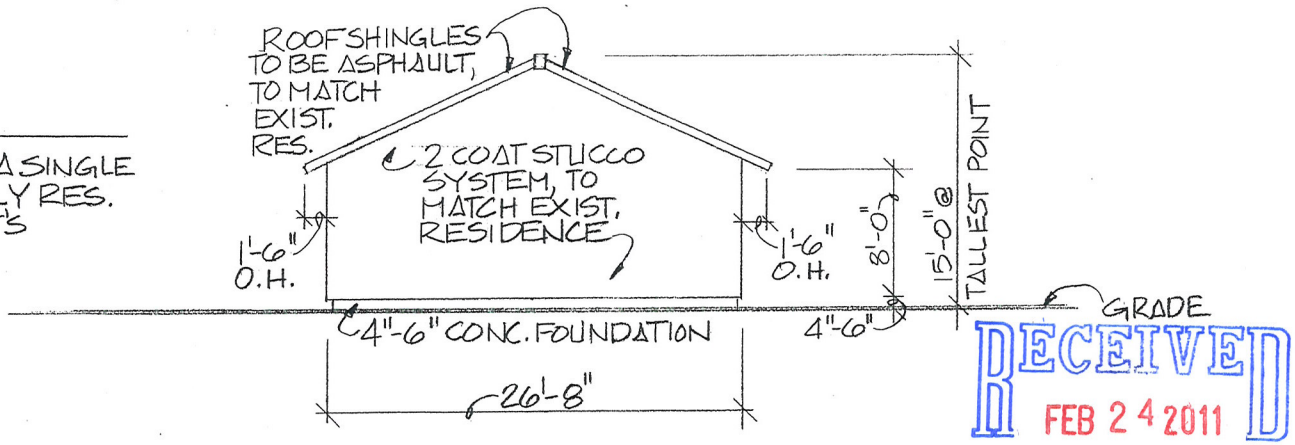
*EXIST. HOUSE STUCCO = TAN
*EXIST. ROOF SHINGLES = DRK. TAN

*NOTE:

EXIST. RESIDENCE IS A SINGLE STORY, SINGLE FAMILY RES. WHICH IS 16'-0" H. @ IT'S TALLEST POINT.

SOUTH SIDE CASITA ELEVATION PLAN

SCALE: 1/8"=1'-0"



RECEIVED
FEB 24 2011

PROPOSED CASITA EXT. ELEV.
SPECIAL USE PERMIT PLANS
CITY OF LAS VEGAS
REV. DATE: 2-23-11

CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS NV. 89108
702-858-7603

SHEET # 3 OF 3
SCALE: 1/8"=1'-0"

VAR-40579
SUP-40577
REVISED

VAR-40579 AND SUP-40577 - APPLICANT/OWNER: CONAN AND JESSICA TURNER
6308 JENNIFER COURT

01/13/11

VAR-40579 AND SUP-40577 - APPLICANT/OWNER: CONAN AND JESSICA TURNER
6308 JENNIFER COURT

01/13/11

December 22, 2010

Conan and Jessica Turner
6308 Jennifer Ct.
Las Vegas NV 89108
702-858-7663

To Whom It May Concern:

I am writing this to request a special use permit variance for the above noted address. I am planning on adding a mother-in-law's quarters equaling 1,067 sq ft. which exceeds the 50% floor area of the main structure. My mother has MS and requires use of a wheelchair and also requires a lot of my assistance. The need for a storage structure is required also for her belongings of 60 years. This structures sq. footage is 2,400 which also exceed the 50% floor area.

I also request the variances for non-esthetically compatible materials since the new mother-in-law's quarter will be stucco, but the existing house is stucco, brick, and siding. I will be upgrading the main residence to stucco to match the new structure in the future so that it all will be stylish when we are complete. The storage building is a pre-manufactured steel structure which comes in any color which will be a tan to match the proposed stucco.

A variance is also needed for the fact that the finished height of the proposed storage building will be 6" higher at the midpoint as measures from the average finished grade of the structure to the midpoint between the base of the roof and the peak, than the main existing residence since the plate height of the main residence is 8'-0" and the proposed storage buildings plate height is 10'-0". The overall finished height of the proposed structures will not exceed the finished height of the main residence, though.

The neighbors that occupy the lots surrounding our property have been notified of the proposed construction and seem to have no problems with the improvements we desire to make to our lot. They have all done similar or larger projects in the past and realize that a presidence has been set and that it would be unjust to allow certain residents to do projects but others not to. They also realize that our proposed projects will help keep our lot orderly and pleasing to the eye, which in turn helps every ones property values.

We sincerely appreciate your time. If you have any questions or comments regarding this matter please feel free to contact us at the number listed above.

Sincerely,
Conan and Jessica Turner

RECEIVED
DEC 23 2010
City of Las Vegas

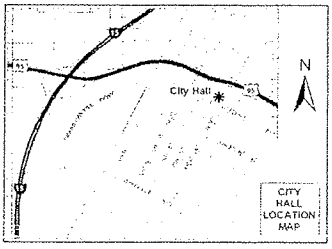
VAR-40579
SUP-40577

2011 MAR -7 A 7:50

CITY CLERK

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



I'm confronted daily with a BLDG like this next to my property & now most of Torrey Pines looks like a ghetto! Any more of these BLDGs on residential lots will further ruin property values! Stucco it or forget it!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
City Council Meeting of 3/16/2011

BRUCE FAMILY TRUST
BRUCE ROSALIE DAWN TRS
4141 N TORREY PINES DR
LAS VEGAS NV 89108-5538

APN#13802810001

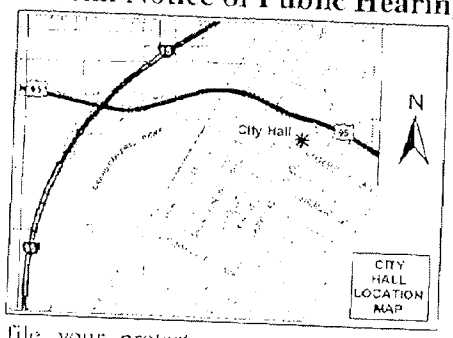
24 LRDFN11 89108

03/04/2011 FRI 11:46 [TX/RX NO 9015] 001

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested

Official Notice of Public Hearing



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☐ *I SUPPORT* this Request

☐ *I OPPOSE* this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

City Council Meeting of 3/16/2011

HANSEN KAREN A
4009 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811020

24 LRDFN11 89108

2011 MAR -7 A 7:50

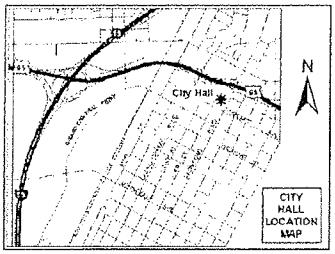
CITY CLERK
RECEIVED

Mar 07 2011 3:35PM HP LASERJET FHX p.1

03/07/2011 MON 15:37 [TX/RX NO 9038] 001

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
City Council Meeting of 3/16/2011

ALL PROPERTY IN BIG SKY RANCH ESTATES HAS A DEED RESTRICTION OF SINGLE FAMILY PROPERTY ONLY

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 03 2011
MAILED FROM ZIP CODE 89101

THOM ARTHUR J & SUSAN A
4001 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811021

2011 MAR -7 P 3:46

CITY CLERK

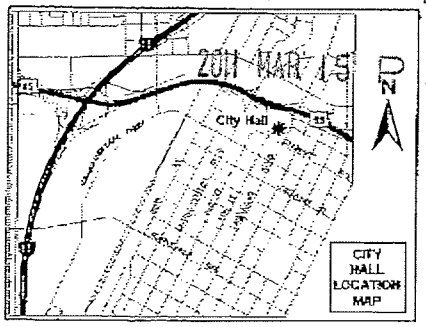
24 LRDFN11 89108

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 MAR 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
City Council Meeting of 3/16/2011

1) I OPPOSE ANY NON CONFORMING METAL STRUCTURE, ESPECIALLY ONE 2400 SQFT

2) I OPPOSE ANY MOBILE/ACCESSORY STRUCTURE OF ANY SIZE THAT IS PLACED ONTO THE PROPERTY.

FERRANTI PETER W & CAROL
6309 JENNIFER CT
LAS VEGAS NV 89108-5201

3) PLEASE DONT ALLOW ANY VARIANCES THAT ARE AGAINST THE CODE OR THE MASTER PLAN THAT WOULD REDUCE MY PROPERTY VALUES.

APN#13602811029

24 LRDFNII 89108

03/15/2011 TUE 14:09 [TX/RX NO 9095] 001

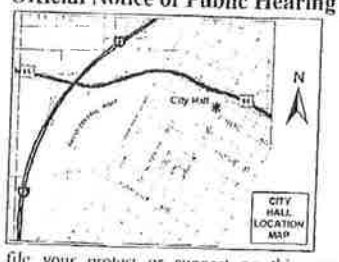
p.1

RECEIVED
CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2011 MAR 28 A 6:50

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577 - RENOTIFICATION
City Council Meeting of 4/6/2011

HANSEN KAREN A
4009 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811020

24 BRDFNii 89108

Mar 25 11 09:35p

03/25/2011 FRI 20:38 [TX/RX NO 9148] 001

PAGE 01
JACKSTRUCKING
7026455297
04/04/2011 12:09
04/04/2011 MON 11:06 [TX/RX NO 9235] 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-40579 & SUP-40577 - RENOTIFICATION
City Council Meeting of 4/6/2011

24 BRDFN11 89108

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004279218
$ 00.41⁴
MAR 24 2011
MAILED FROM ZIP CODE 89101

BENEFIEL JACK W & DOLORES A
6305 JENNIFER CT
LAS VEGAS NV 89108-5201

APN#13802811028

RECEIVED
CITY CLERK
2011 APR -4 P 1:05

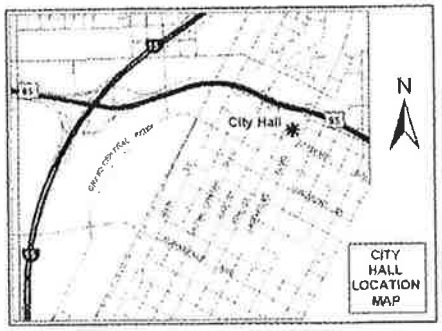
03-84

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2011 APR -1 P 5:34

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577 - RENOTIFICATION
City Council Meeting of 4/6/2011

BRUCE FAMILY TRUST
BRUCE ROSALIE DAWN TRS
4141 N TORREY PINES DR
LAS VEGAS NV 89108-5538

APN#13802810001

24 BRDFN1.1 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

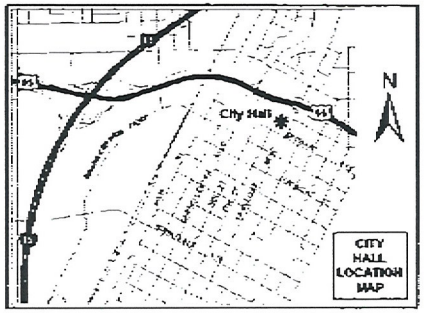
01/29/2011 14:49 FAX 7026454383 J&R SALES 001/001

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN 27 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

Case: VAR-40579
13802416041
COOK RICHARD C LIVING TRUST
6417 OUIDA WY
LAS VEGAS NV 89108-5526

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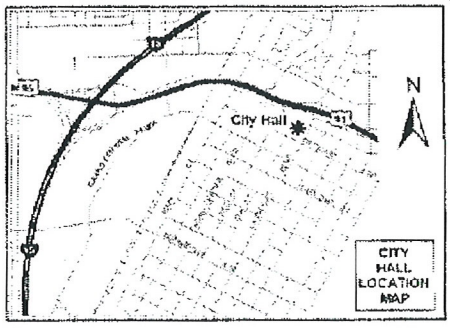
JAN 31 2011

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

Case: VAR-40579
13802301003
DELEON EFREN N & NEVARRIE P
4325 N TORREY PINES DR
LAS VEGAS NV 89108-5510

24 KRDFN11 89108

RECEIVED
JAN 31 2011

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

UNITED STATES POSTAGE
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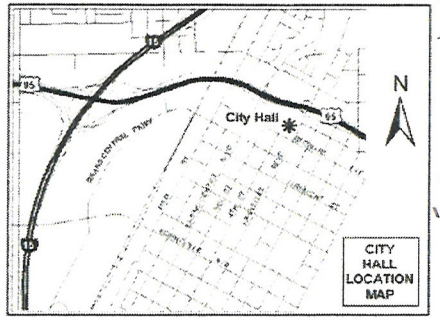
JAN 27 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

I OPPOSE ALL THREE VARIANCES.
1) I DO NOT WANT A 2400 SQFT METAL STRUCTURE (LARGER THAN THE ENTIRE HOUSE) IN THE YARD.
2) I DO NOT WANT A 1067 SQFT 2 PIECE "MANUFACTURED" (MOBILE HOME) PLACED ON THE PROPERTY
3) I DO NOT WANT ANYTHING ABOVE 13'.
PLEASE STAY WITH THE RULES AND THE MASTER PLAN AND DO NOT ALLOW VARIANCES THAT WILL NEGATIVELY AFFECT MY PROPERTY VALUE.

Peter Ferranti & Carol Ferranti

VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

Case: VAR-40579
13802811029
FERRANTI PETER W & CAROL
6309 JENNIFER CT
LAS VEGAS NV 89108-5201

24 KRDFN11 89108

21-22 P

24422

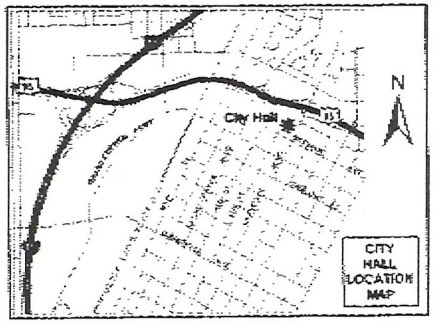
PAGE 01
JACKSTRUCKING
7026455297
02/07/2011 09:01

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 JAN 27 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-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802811028
BENEFIEL JACK W & DOLORES A
6305 JENNIFER CT
LAS VEGAS NV 89108-5201

24 KRDFN11 89108

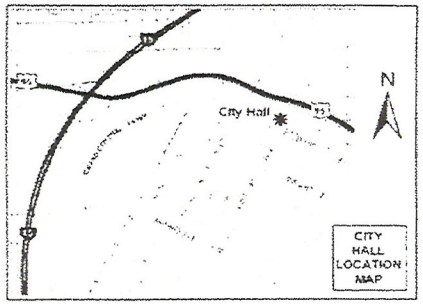
0-12-22

02/07/11 08:27AM ABBOTTS 7028715463 p.01

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802710002
BROGAN RODNEY M & VICTORIA R
4240 JORY TRL
LAS VEGAS NV 89108-5207

24 KRDFN11 89108

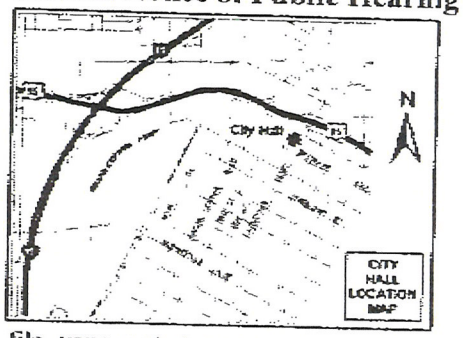
21-22 A

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
00042792-8
$ 00.41⁴
JAN 27 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802416011
BRADLEY ROBERT
6500 OUIDA WY
LAS VEGAS NV 89108-5542

24 KRDFN11 89108

2/8
A-22

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JULY 6, 2011

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

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards – March 16, 2011 City Council Meeting
4. Protest Postcard – April 6, 2011 City Council Meeting - Renotification

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40577** APN: 138-02-811-036

Name of Property Owner: Jessica Turner

Name of Applicant: Jessica Turner

Name of Representative: Jessica Turner

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: J. Turner

Print Name: Jessica Turner

Subscribed and sworn before me

This 21 day of December, 20 10

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

RECEIVED
DEC 23 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Conan and Jessica Turner SUP

Project Address (Location) 6308 Jennifer Ct. Las Vegas NV 89108

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-02-811-030 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Conan and Jessica Turner **Contact** _____

Address 6308 Jennifer Ct. **Phone:** 702 858 7668 **Fax:** _____

City Las Vegas **State** NV **Zip** 89108

E-mail Address tjackqueli@aol.com

APPLICANT _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* J Turner

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jessica Turner

Subscribed and sworn before me

This 21 day of December, 20 10.

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP-40577
Meeting Date:	2-8-11
Total Fee:	1030
Date Received:*	12/23/10
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

Please refer to VAR-40579 for related Protest/Support Postcards.

Please refer to VAR-40579 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JULY 6, 2011

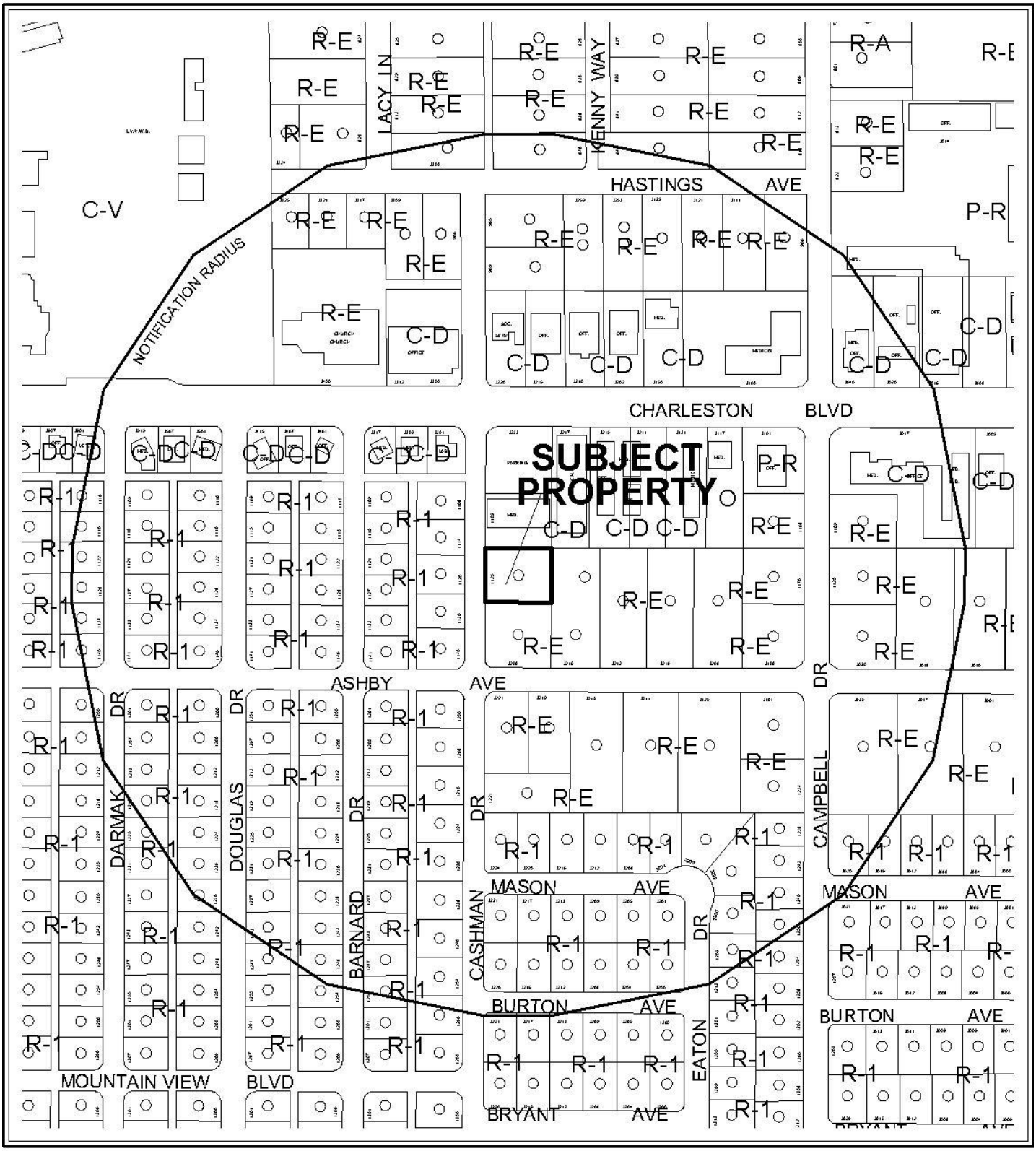
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-41321 - ABEYANCE ITEM - 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	**8**	**City Council Meeting**	**2**

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 and Protest Letter
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: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JOHNNY PAPPAS

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 15, 2011 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN

**** 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
July 6, 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).
06/15/11	The City Council voted to hold item VAR-41321 in abeyance to the July 6, 2011 City Council Meeting.

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

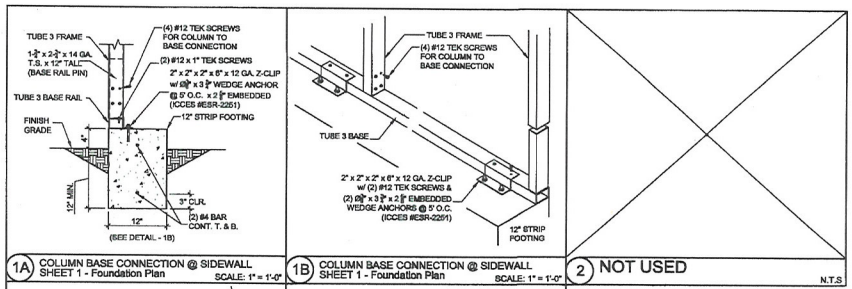
Notary Public in and for said County and State

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

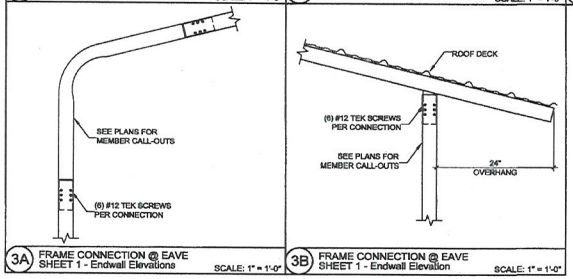
The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



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"

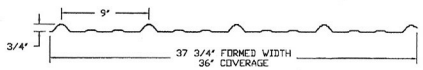
2 NOT USED



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

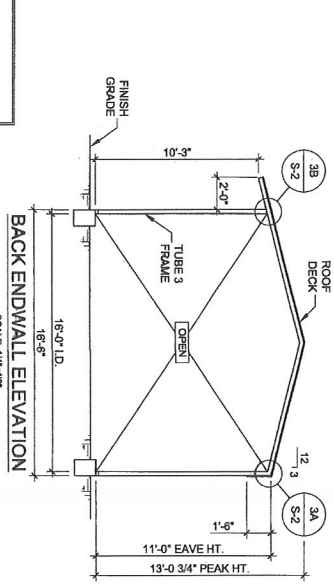
PROFILES, & DETAILS

DESIGN: FSJR
DRAWN: MD
CHECK: KM
DATE: 11/16/10

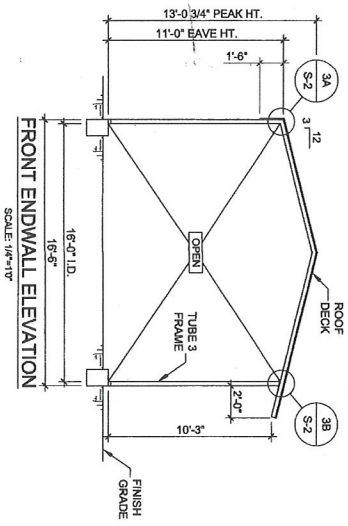
SHEET 2 OF 2
JOB 1-7444

VAR-41321

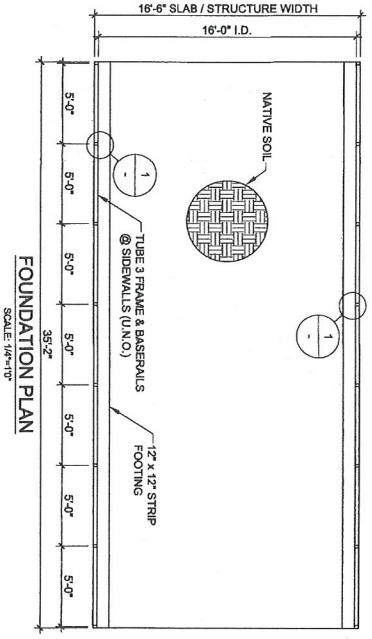
SCHEDULE:		
ROOF	29 GA. GRANDRIB 3	GRADE 80
TUBE 3	2" X 2" X 14 GA. TUBE	Fy = 85 ksi.
TUBE 3	2" X 3" X 16 GA. TUBE	Fy = 65 ksi.
FOUNDATIONS:		
STRIP FOOTINGS	WIDTH 12"	DEPTH 12"



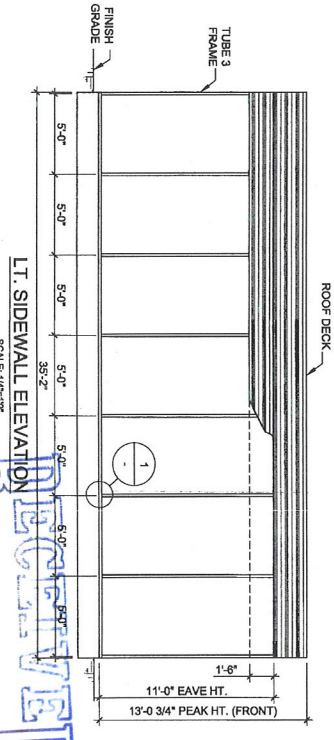
BACK ENDWALL ELEVATION
SCALE: 1/4"=1'0"



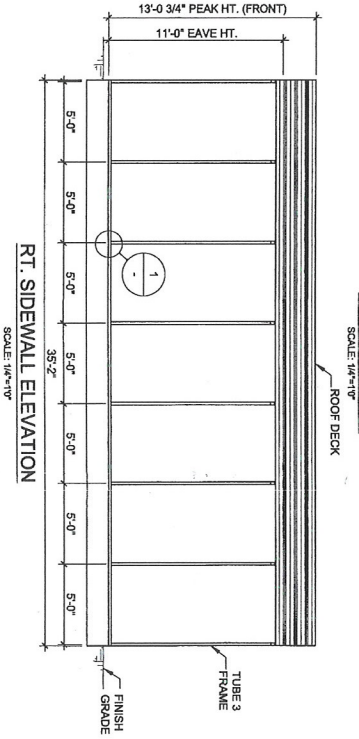
FRONT ENDWALL ELEVATION
SCALE: 1/4"=1'0"



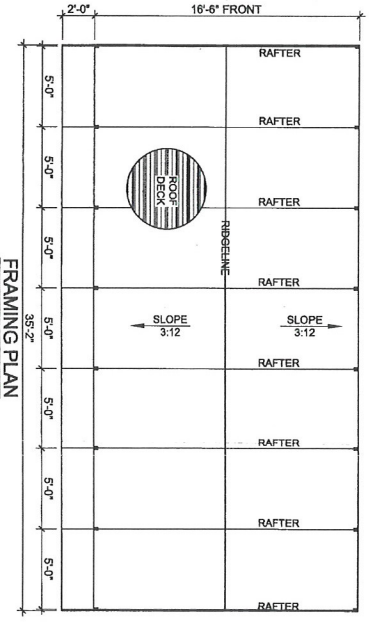
FOUNDATION PLAN
SCALE: 1/4"=1'0"



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

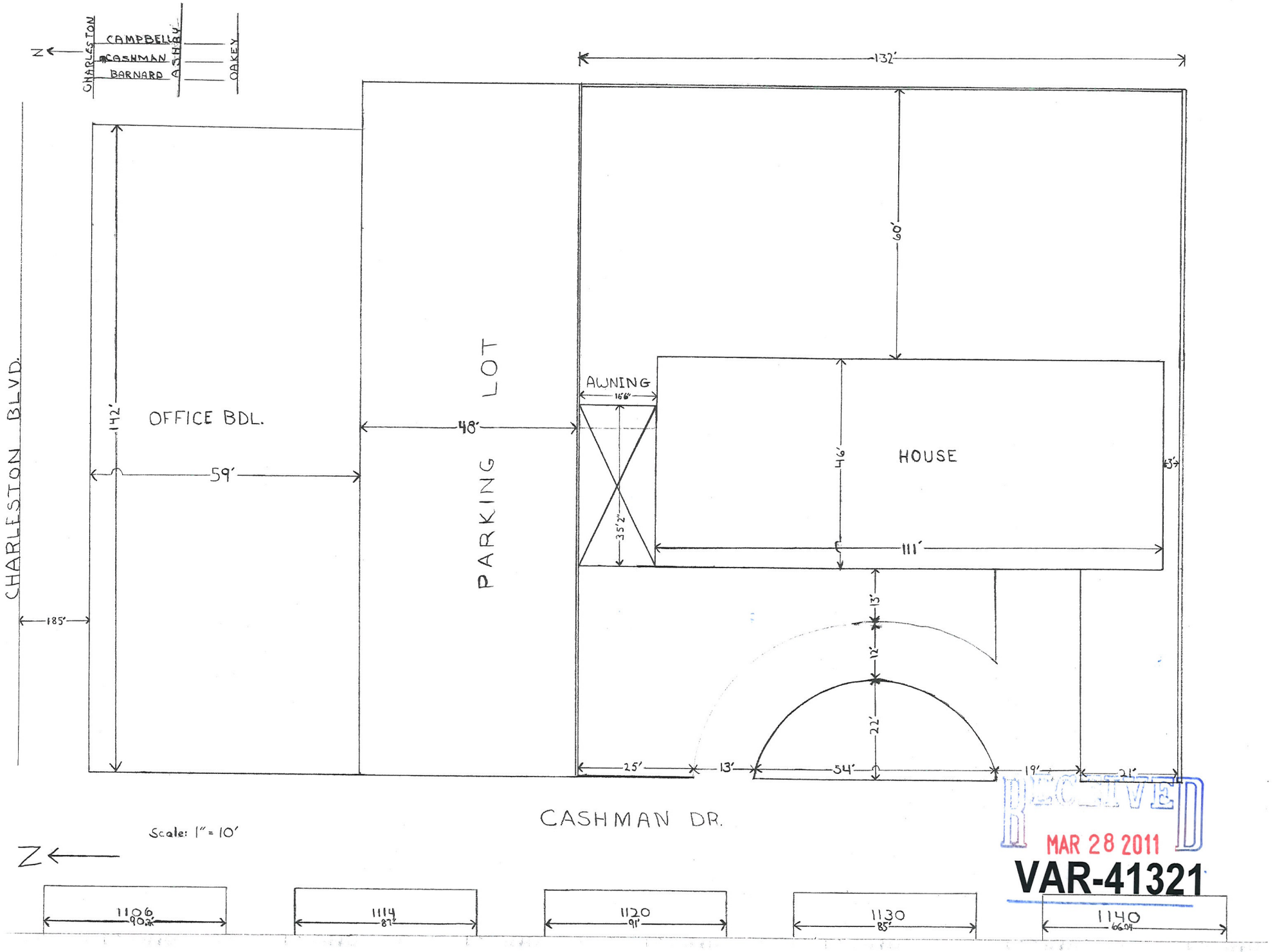
VAR-41321

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



RECEIVED
MAR 28 2011
VAR-41321

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

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 ZIPCODE 89101

RECEIVED CITY CLERK
2011 JUN -7 A 11:34

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.

I oppose this because of the lack of a setback and because its not "compatible" with the house. If it was going to look like the house on "math" I would not oppose.

VAR-41321
City Council Meeting of 6/15/2011

EMMINGER PETER M
1813 STONEHAVEN DR
LAS VEGAS NV 89108-2051

APN#16205114005

24 DRDFM11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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02 1M $ 00.41⁴
0004279218 JUN02 2011
MAILED FROM ZIPCODE 89101

2011 JUN -7 A 11:34
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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

OLSEN ERIC R
HIGGINS MARY E
3211 ASHBY AVE
LAS VEGAS NV 89102-1959

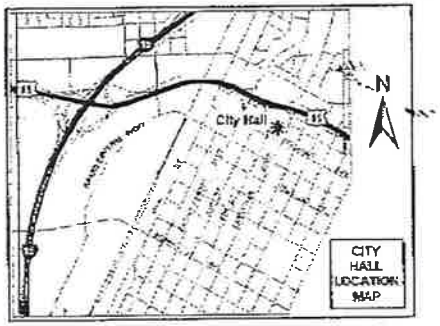
APN#16205115015

32 DRDFM11 89102

106

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-41321
City Council Meeting of 6/15/2011

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 02 2011
MAILED FROM ZIP CODE 89101

LULL GREGORY K & ALLISON K
3204 MASON AVE
LAS VEGAS NV 89102-1937

APN#16205116006

RECEIVED CITY CLERK
2011 JUN -9 A 10:07

32 DRDFN11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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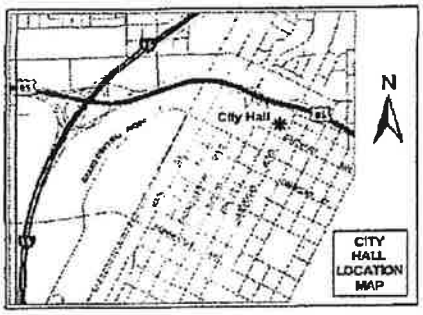
JUN 13 2011

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321
City Council Meeting of 6/15/2011

RECEIVED
2011 JUN 14 10:16
CITY CLERK

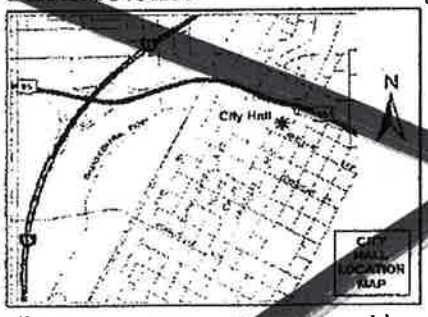
PENNPLUS L L C
1770 WESTWIND RD
LAS VEGAS NV 89146-0301

APN#16205110016

89146 ORDFN11

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-41587
Planning Commission Meeting of 6/14/2011

Case: SUP-41587

16205110016
PENNPLUS L L C
1770 WESTWIND RD
LAS VEGAS NV 89146-0301

89146030301 C048

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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02 1M $ 00.41⁴
0004279218 JUN02 2011
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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

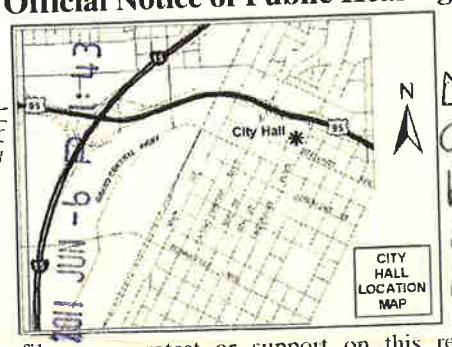
APN#16205114003

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

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

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

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

, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart
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 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.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2011 JUN -9 A 10:42

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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.

VAR-41321
City Council Meeting of 6/15/2011

JACKSON SHELLEY KAY
1247 DOUGLAS DR
LAS VEGAS NV 89102-1815

APN#16205210021

32 ORDFN11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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$ 00.41⁴
JUN02 2011
MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

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

June 8, 2011

City Clerk
1st Floor, City Hall
400 Stewart Ave.
Las Vegas, NV 89101

Protest

Re: Variance # 41321

I expressed my disapproval of this variance request when it went before the Planning Commission and I again object to this variance.

Even after the Planning Commission recommended denial Mr. Pappas continues to have an excessive (5 or more) number of vehicles in the driveway. Several of this vehicles are unlicensed and in various states of repair. Additionally there is a constant stream of vehicles coming and going to this home, some of which remain for some kind of maintenance/repair. The home already has a three car garage which usage is unknown as the doors have not been observed open.

Further he has let the landscaping die and has not replaced any vegetation making the property unseemly.

I suspect if this variance is granted there will be additional vehicles stored and/or worked on at this address.

RECEIVED
2011 JUN -9 A 10:55
CITY CLERK

Sincerely,

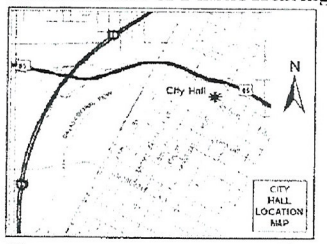
William L. Dempsey
3217 Mason Ave.
Las Vegas, NV 89102

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

23

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
02 1M $ 00.41⁴
00042792 8 APR 28 2011
MAILED FROM ZIP CODE 89

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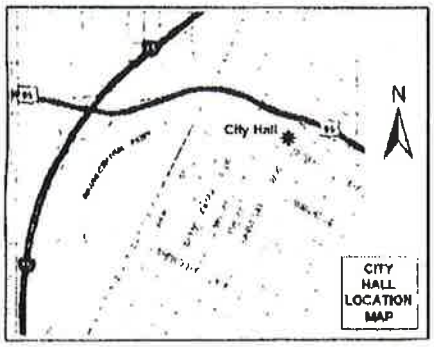
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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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UNITED STATES POSTAGE PITNEY BOWES
02 1M
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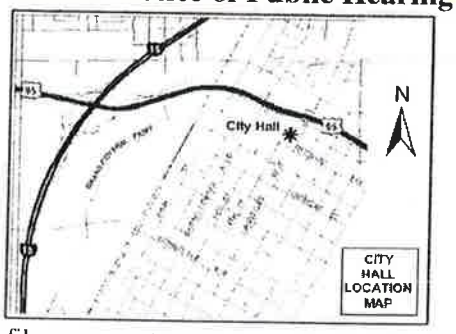
$ 00.41⁴
APR 28 2011
MAILED FROM ZIP CODE 89101

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
Planning Commission Meeting of 5/10/2011

RECEIVED
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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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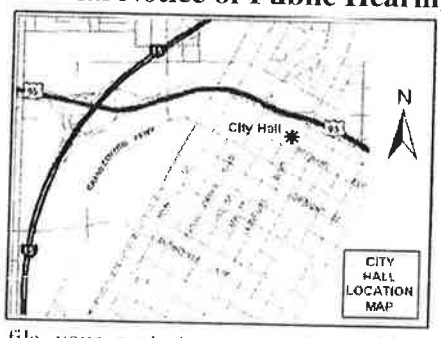
Official Notice of Public Hearing



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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.

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

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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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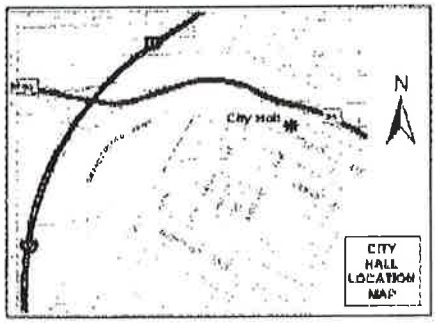

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VAR-41321

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

RECEIVED
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
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Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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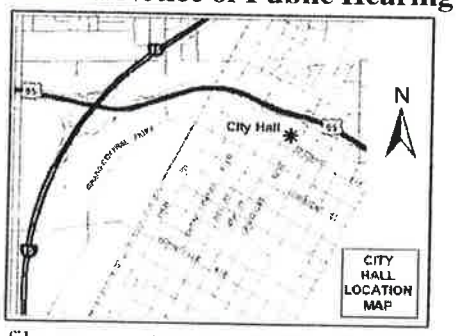

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VAR-41321
Planning Commission Meeting of 5/10/2011

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

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Public Hearing Information

Meeting:	Planning Commission
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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

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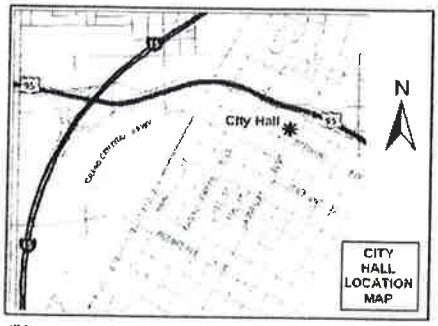
Official Notice of Public Hearing



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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.

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

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Time: 6:00 P.M.
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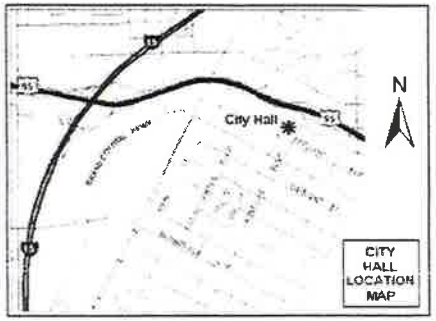

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VAR-41321

Planning Commission Meeting of 5/10/2011

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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

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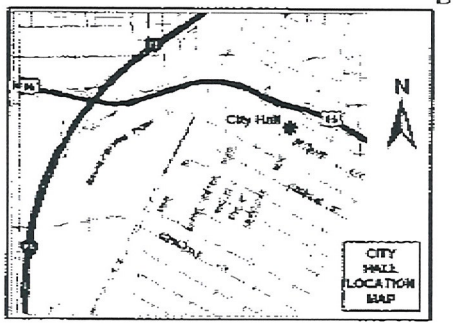

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321

Planning Commission Meeting of 5/10/2011

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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

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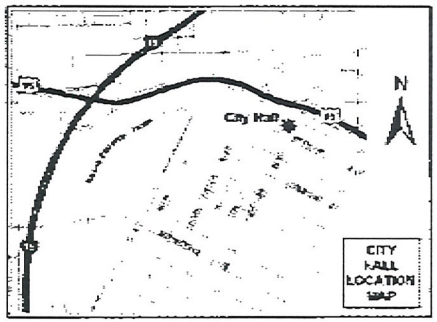

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY - 2 2011

234

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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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FIRST CLASS

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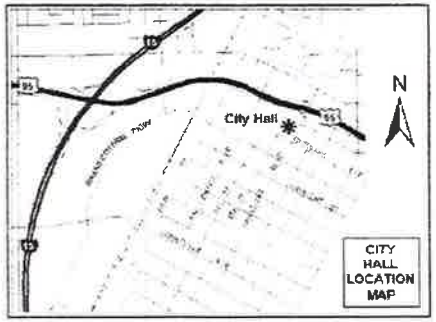

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VAR-41321

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321
16205210021
JACKSON SHELLEY KAY
1247 DOUGLAS DR
LAS VEGAS NV 89102-1815

89102 BRDFN11

23A

Teresita Regina Carmack

1108 Cashman Drive

Las Vegas, Nv 89102

May 2, 2011

RE: 1125 Cashman Drive

Variance for Awning

To Whom It May Concern:

My neighbor Johnny Pappas is in the process of applying for a variance for the awning on the side of his home. I am totally in favor of his being approved.

It looks as though it will be a nice awning for his home.

Sincerely,

Teresita Regina Carmack

Submitted at Planning Commission

Date 5/10/11 Item 23

By Johnny Pappas

Ben O Peralta

1130 Cashman Drive

Las Vegas, Nevada 89102

May 6, 2011

RE: 1125 Cashman Drive

Variance to Property

To Whom It May Concern:

I have no objections whatsoever to my neighbor across the street from placing an awning on the side of his property.

I understand that this takes a variance to do so and I am in agreement to his being granted the variance.

Sincerely, Ben Peralta

Lon Bronson

1114 Cashman Drive

LasVegas, Nv 89102

May 2, 2011

RE: 1125 Cashman Drive

Variance for Awning

To Whom It May Concern:

I am in support of my neighbor, Mr. Johnny Pappas, residing at 1125 Cashman Drive, Las Vegas, Nevada 89012, obtaining a variance to construct the awning on the north side of his property.

This awning shall only enhance his property .

Sincerely,

Lon Bronson

Steven A. Holper, M.D., P.C.

3233 W Charleston Blvd, Ste 202

Las Vegas, Nevada 89102

May 9, 2011

RE: 1125 Cashman Drive

Variance to Property

To Whom It May Concern:

I am the Tenant that is directly adjacent to the property referenced above. I am in favor of the awning structure that is being placed behind me.

I understand that this takes a variance to do so and I am in agreement to his being granted the variance.

Sincerely,

Dr. Steven Holper

Wumosy LLC

3233 W Charleston Blvd.

Las Vegas, Nevada 89102

April 5, 2011

RE: 1125 Cashman Drive

Variance to Property

To Whom It May Concern:

I have no objections whatsoever to my adjacent neighbor to the south of me, Mr. Johnny Pappas, constructing an awning on the north side of his property

I understand that this takes a variance to do so and I am in agreement to his being granted the variance.

Sincerely,

M.D Michael Monroe

manager WUMOSY LLC

Steve Goldman

1120 Cashman Drive

Las Vegas, Nv 89102

April 31, 2011

RE: 1125 Cashman Drive

Variance for Awning

To Whom It May Concern:

Please be advised that I am in support of my neighbor, Mr. Johnny Pappas, directly across the street from me at the above referenced address obtaining a variance to construct the awning on the north side of his property.

The construction overlaps the roof to look as though it is part of his house. Also, Mr. Pappas has informed me that he is painting the awning the same color s his house.

He is in the process of landscaping the front yard and it shall be a beautiful property once it is totally completed, the awning included.

I do not see any reason to deny Mr. Pappas the variance as we are the ones who have to look at his property everyday.

Sincerely,

Steve Golden

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:

EOT-41940 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT: NEVADA RESTAURANT SERVICES, INC. - OWNER: DECATUR MEADOWS SHOPPING CENTER - Request for an Extension of Time FOR A NON-CONFORMING TAVERN at 310 South Decatur Boulevard (APN 138-36-601-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

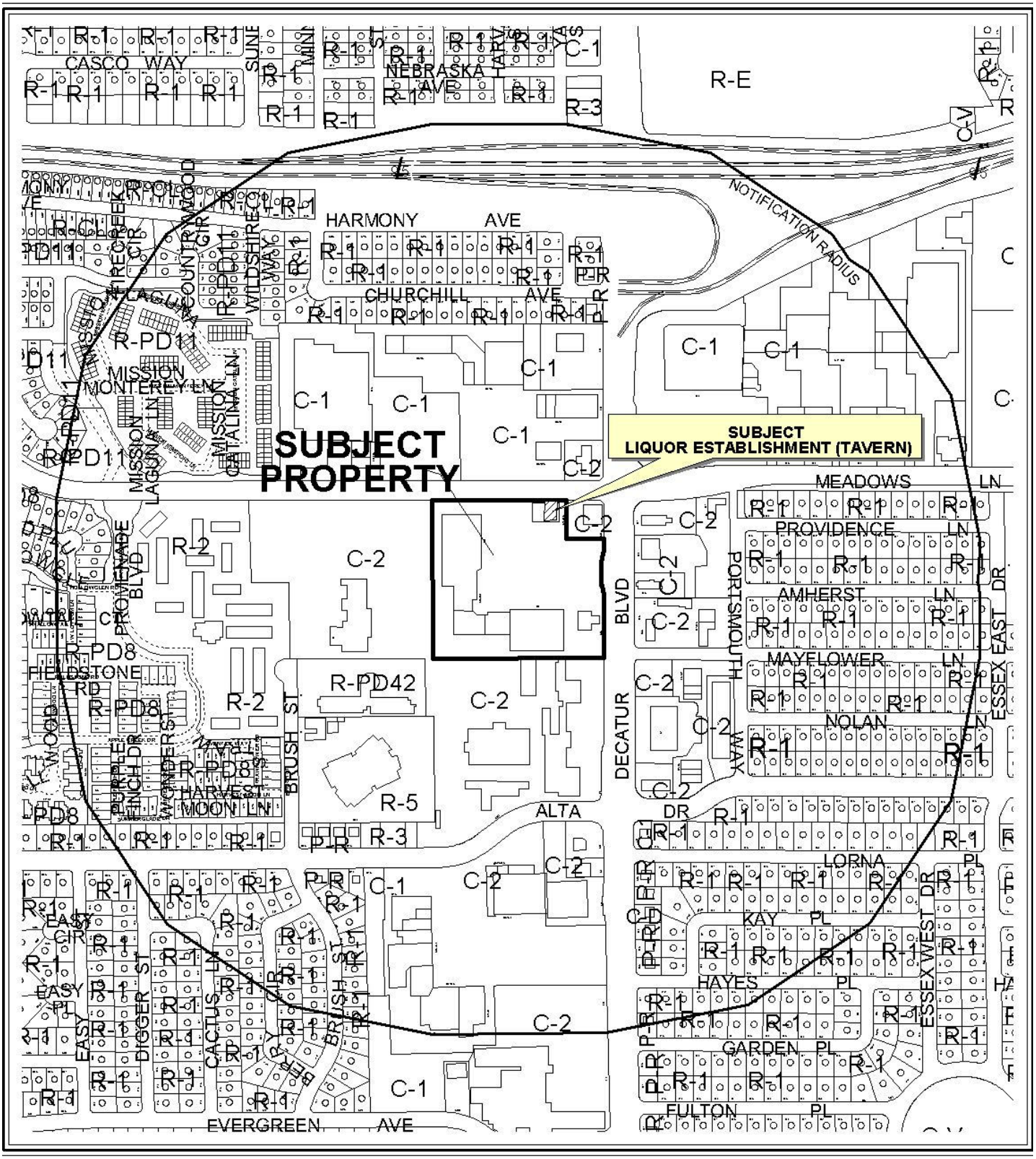
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for U-319-91
5. Justification Letter



0 300 600 Feet

CASE: **EOT-41940**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

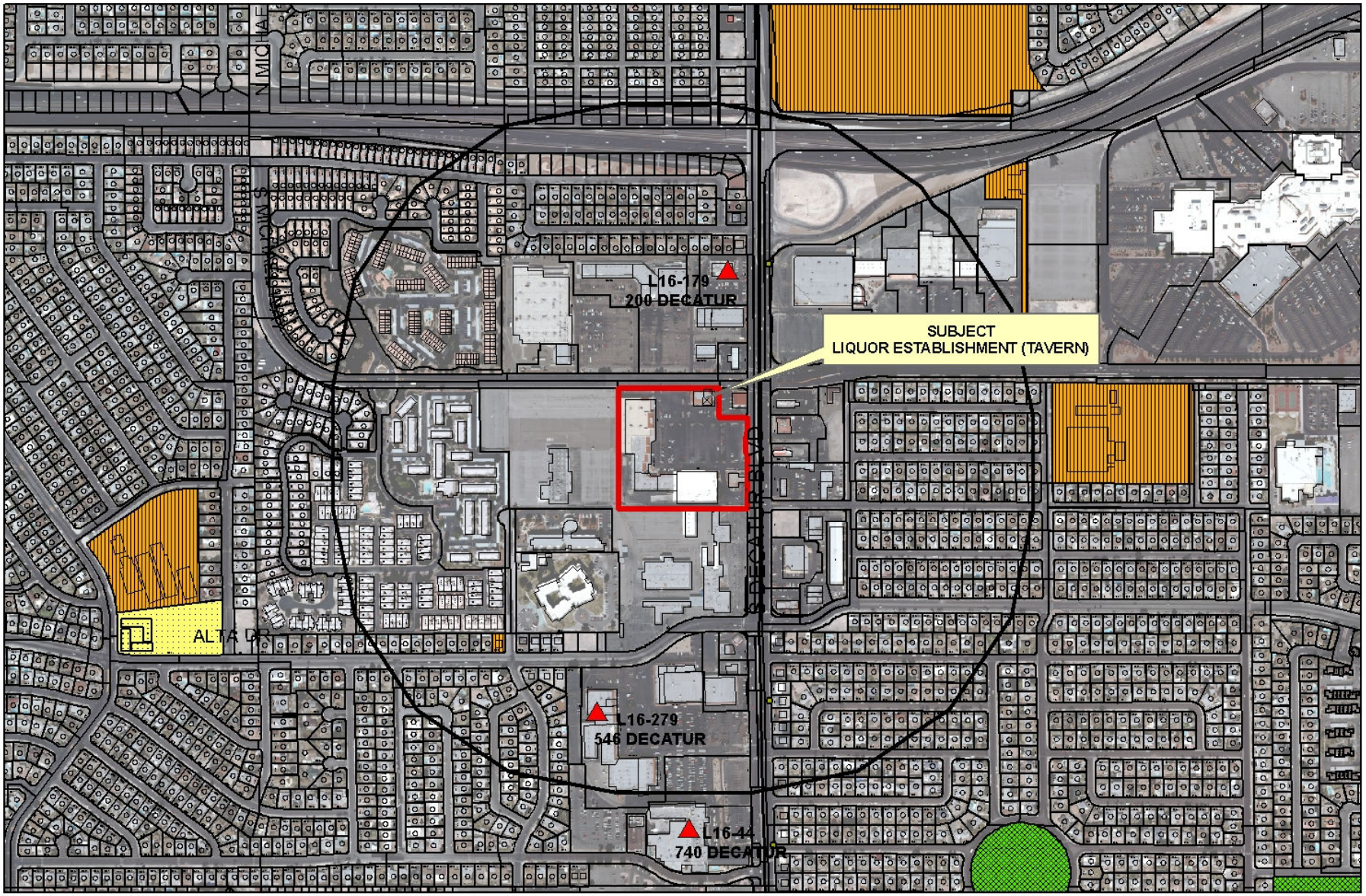
0 300 600 Feet

CASE: **EOT-41940**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



EOT-41940

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 345 690 1,380 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NEVADA RESTAURANT SERVICES, INC. - OWNER: DECATUR MEADOWS SHOPPING CENTER

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41940	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41940 CONDITIONS

Planning

1. This request for an Extension of Time for a non-conforming use for a Tavern at 310 South Decatur Boulevard shall expire on 06/13/12 unless another extension of time is approved by City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern at 310 South Decatur Boulevard. On December 13, 2010, business license L16-00105 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an extension of time to allow a potential tenant time to complete the licensing process. Staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/03/78	The Board of City Commissioners approved a request for Rezoning (Z-0031-78) from R-1 (Single Family Residential) to C-2 (General Commercial) of property located at the southwest corner of Decatur Boulevard and Meadows Lane.
02/19/92	The City Council approved a request for a Special Use Permit (U-0319-91) to allow a Tavern in conjunction with an existing restaurant; and a request for a waiver to allow the tavern to be within 1,500 feet of other taverns at 310 S. Decatur Boulevard. The Board of Zoning Adjustments recommended approval.
06/16/93	The City Council approved a request for an Extension of Time [U-0319-91(1)] of a previously approved Special Use Permit (U-0319-91) to allow a Tavern in conjunction with an existing restaurant; and a request for a waiver to allow the tavern to be within 1,500 feet of other taverns at 310 S. Decatur Boulevard.

Most Recent Change of Ownership	
07/27/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	A business license (L16-00105) was issued for a Tavern at 310 S. Decatur Boulevard. The license was marked "Out of Business" on 12/13/10.
08/31/94	A business license (R09-00559) was issued for a Restaurant at 310 S. Decatur Boulevard. The license was marked "Out of Business" on 09/01/10.
12/04/02	A business license (G01-02101) was issued for Restricted Gaming at 310 S. Decatur Boulevard. The license was marked "Out of Business" on 09/01/10.
There have not been any recent building permits issued for the Tavern.	

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	9.33

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Tavern, Retail Establishments	SC (Service Commercial)	C-2 (General Commercial)
North	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial) and C-2 (General Commercial)
South	Retail Establishments	GC (General Commercial)	C-2 (General Commercial)
East	Restaurants, Pawn Shop, Auto Repair Garage-Minor	SC (Service Commercial)	C-2 (General Commercial)
West	Retail Establishments	SC (Service Commercial) and GC (General Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	NN/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

On 02/19/92, the City Council approved a request for a Special Use Permit (U-0319-91) to allow a Tavern in conjunction with an existing restaurant with a waiver to allow the tavern to be within 1,500 feet of other taverns. Since the approval of the Special Use Permit (U-0319-91), another tavern was permitted approximately 445 feet north of the subject site that was not considered as part of the original waiver. As the requirements of Title 19.12.070 of the Unified Development Code have changed, the minimum distance between taverns is 1,500 feet, which is non-waiverable, which makes the subject site a non-conforming use.

On December 13, business license L16-00105 for a Tavern was classified as out of business with no subsequent Tavern licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed an owner of property abandoned for a period of time greater than the applicable abandonment period to request an Extension of Time not to exceed the duration of the applicable abandonment period. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time for the non-conforming use (tavern) to allow a potential tenant to complete the licensing process. This request for an Extension of Time meets the requirements outlined in Bill 2010-40, Ordinance 6114; therefore, staff is recommending approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 565 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-41940 APN: 138-36-601-003

Name of Property Owner: Decatur Meadows Shopping Center LLC

Name of Applicant: Nevada Restaurant Services, Inc.

Name of Representative: Carmalen Gillilan, Compliance Officer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: _____

Subscribed and sworn before me

This _____day of _____, 20____

_____

Notary Public in and for said County and State

RECEIVED
MAY 26 2011

See Attached.

DECATUR MEADOWS SHOPPING CENTER, LLC
By: KIM-BIG JV, LP, its sole member
By: KIM-BIG JV GP, Inc., its general partner

By: _____
Name: Kevin Smith
Title: Vice President

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 17th day of May, 2011 by Kevin Smith, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature _____

NICOLE ANN CLARK
Commission # 1789343
Notary Public - California
San Diego County
My Comm. Expires Jan 27, 2012

RECEIVED
MAY 26 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Nevada Restaurant Services, Inc.

Project Address (Location) 310 S. Decatur Blvd., Las Vegas, NV 89107

Project Name Dotty's 73 **Proposed Use** Tavern/gaming

Assessor's Parcel #(s) 138-36-601-003 **Ward #** 1

General Plan: existing SC proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage — **Floor Area Ratio** —

Gross Acres 9.33 **Lots/Units** — **Density** —

Additional Information

PROPERTY OWNER Decatur Meadows Shopping Ctr **Contact**

Address c/o Kimco Realty Corp. ATTN: Legal Dept. **Phone:** **Fax:**

City 1621-B S. Melrose Drive, Vista **State** CA **Zip** 92081

E-mail Address

APPLICANT Nevada Restaurant Services, Inc. **Contact** Carmalen Gillilan

Address P.O. Box 93835 **Phone:** (702) 321-0152 **Fax:** (702) 382-5611

City Las Vegas **State** NV **Zip** 89193

E-mail Address cgillilan@dottys.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* See Attached.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name

Subscribed and sworn before me

This _____ day of _____, 20____.

Notary Public in and for said County and State

RECEIVED
MAY 26 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-41940
Meeting Date:	7/6/11
Total Fee:	$300.00
Date Received:*	5/26/11
Received By:	M. Howe

*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

DECATUR MEADOWS SHOPPING CENTER, LLC
By: KIM-BIG JV, LP, its sole member
By: KIM-BIG JV GP, Inc., its general partner

By: _____
Name: Kevin Smith
Title: Vice President

State of California

County of San Diego

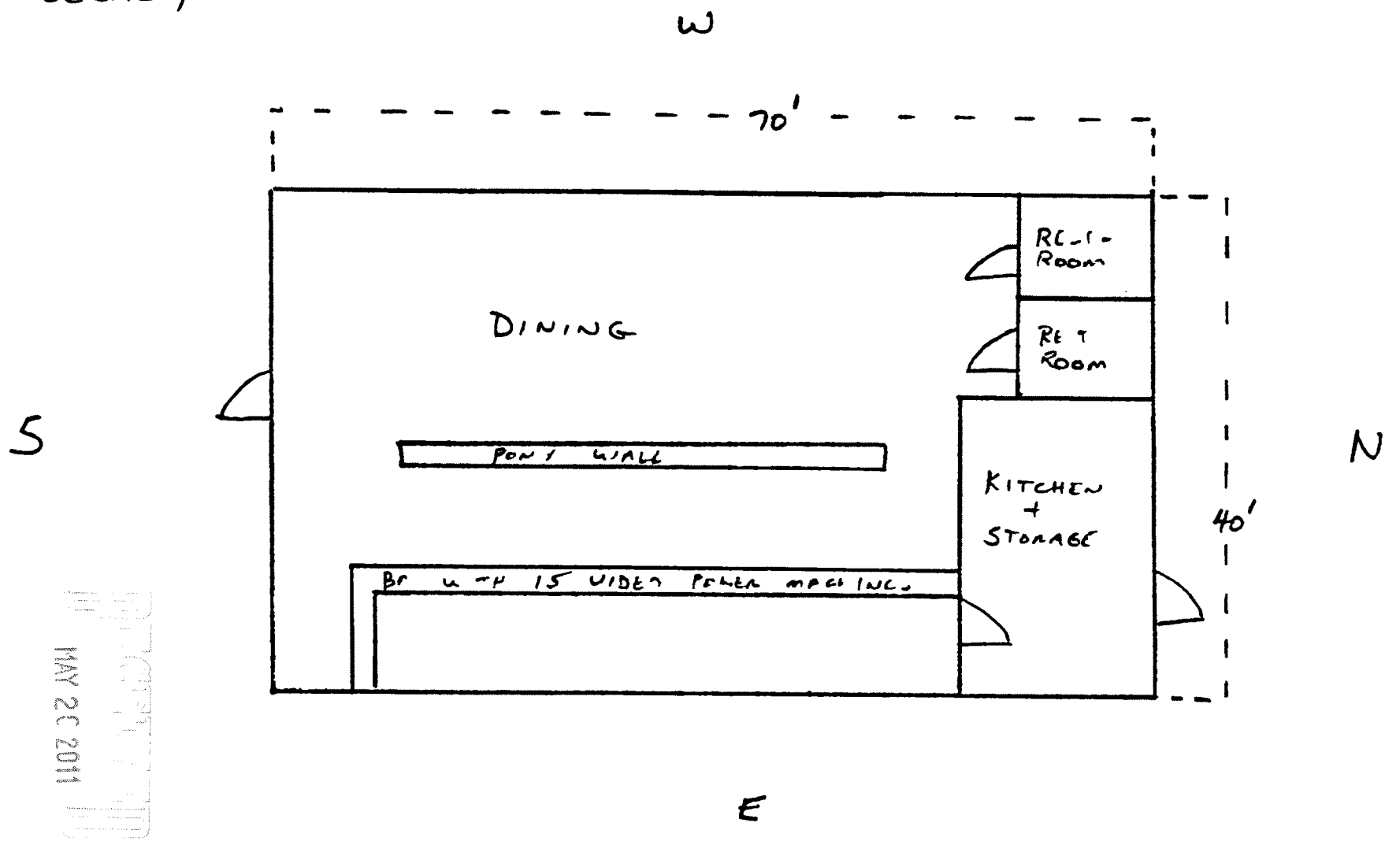
Subscribed and sworn to (or affirmed) before me on this 17th day of May, 2011 by Kevin Smith, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature _____

NICOLE ANN CLARK
Commission # 1789343
Notary Public - California
San Diego County
My Comm. Expires Jan 27, 2012

RECEIVED
MAY 26 2011

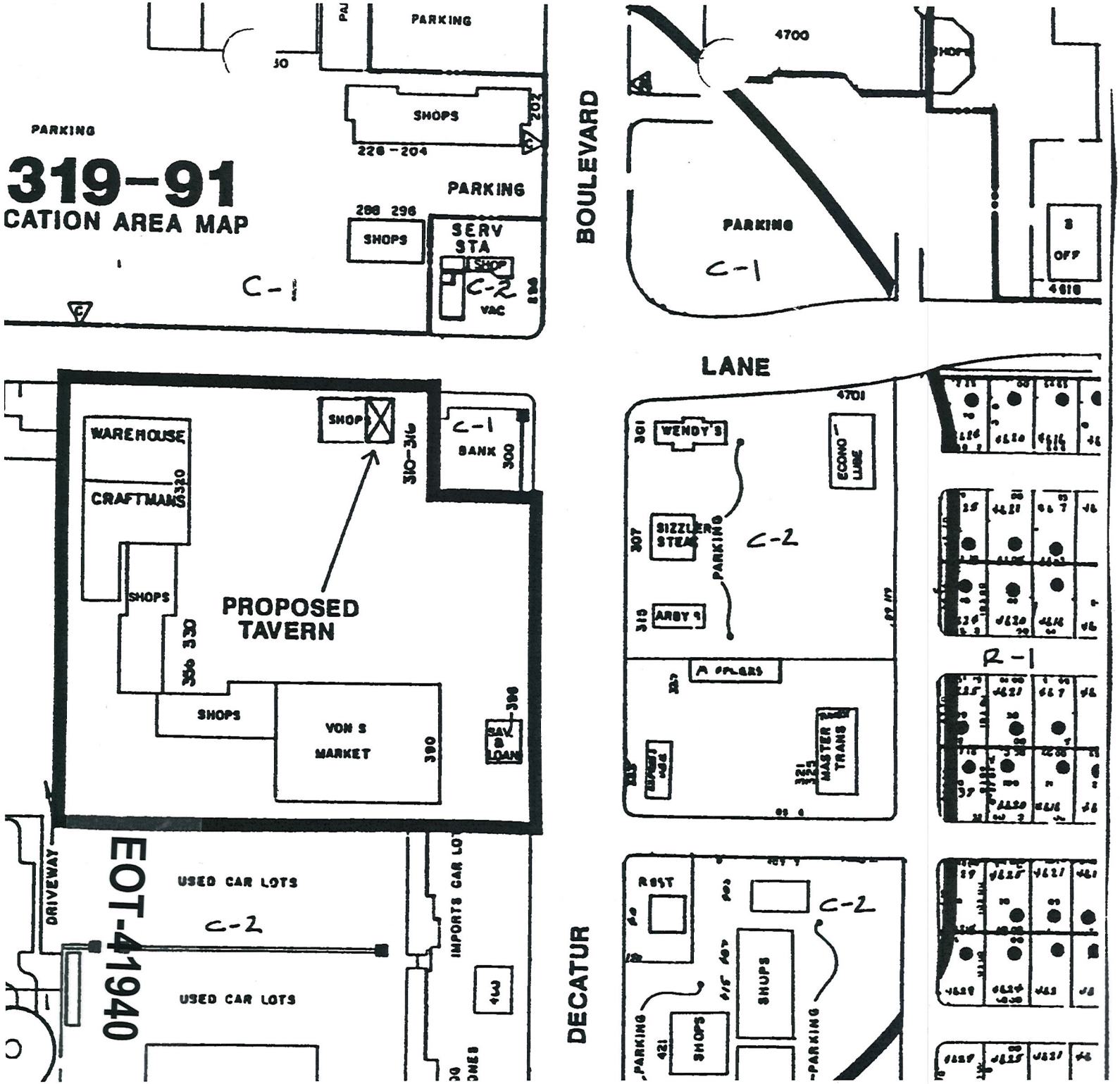
310 S DECATUR
SERENE LOUNGE + RESTAURANT
LAS VEGAS, NV



MAY 23 2011

EOT-41940

STAFF COPY U-319-91



CITY COUNCIL MINUTES
MEETING OF
FEBRUARY 19, 1992

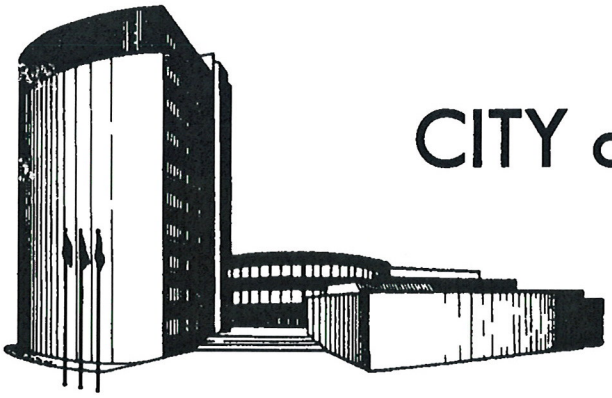
RECEIVED
MAY 26 2011

EOT-41940

MAYOR
JAN LAVERTY JONES

COUNCILMEN
BOB NOLEN
ARNIE ADAMSEN
SCOTT HIGGINSON
FRANK HAWKINS JR

CITY MANAGER
WILLIAM J NOONAN



CITY of LAS VEGAS

July 7 1993

Ms Susan Marshall Property Manager
Farallon Decatur Meadows Ltd
75 Broadway Suite 205
San Francisco CAlifornia 94111

RE U-319-91 - REINSTATEMENT AND EXTENSION OF TIME

Dear Ms Marshall

The City Council at a regular meeting held June 16 1993 APPROVED the request for a Reinstatement and Extension of Time for a Special Use Permit which allowed a tavern in conjunction with an existing restaurant and a waiver which allowed the tavern to be within 1 500 feet of other taverns on property located at 310 S Decatur Boulevard C-2 Zone subject to

1 This Extension of Time will expire on May 25 1994

Sincerely,

KATHLEEN M TIGHE
City Clerk

/cmp

cc Dept of Community Planning & Development
Dept of Public Works
Dept of Fire Services
Dept of Building & Safety
Land Development Services

Mr Dan Adamsen
4126 S Rainbow Boulevard
Las Vegas, Nevada 89103

RECEIVED
MAY 20 2011

EOT-41940

CITY OF LAS VEGAS

Nevada Restaurant Services, Inc.
P.O Box 93835, Las Vegas, NV 89193
Phone: 702-321-0152 Fax: 702-382-5611

May 20, 2011

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Extension of Time Request

To Whom It May Concern:

Nevada Restaurant Services, Inc. ("NRSI") is in the process of applying for a tavern and restricted gaming license for the property located at 310 S. Decatur Blvd., Las Vegas, NV 89107 (Parcel No. 138-36-601-003). Information provided by your office reveals SUP U-319-91 approved this use in 1992.

The prior tenant's (Aces & Eights) license was marked out on December 13, 2010; therefore, the six-month timeframe to re-establish this use expires on June 13, 2011. NRSI would like to request an Extension of Time so that we may be able to complete the licensing and approval process.

Your consideration in this matter is appreciated.

Sincerely,

Carmalen Gillilan

Carmalen Gillilan
Compliance Officer

RECEIVED
MAY 26 2011

EOT-41940

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

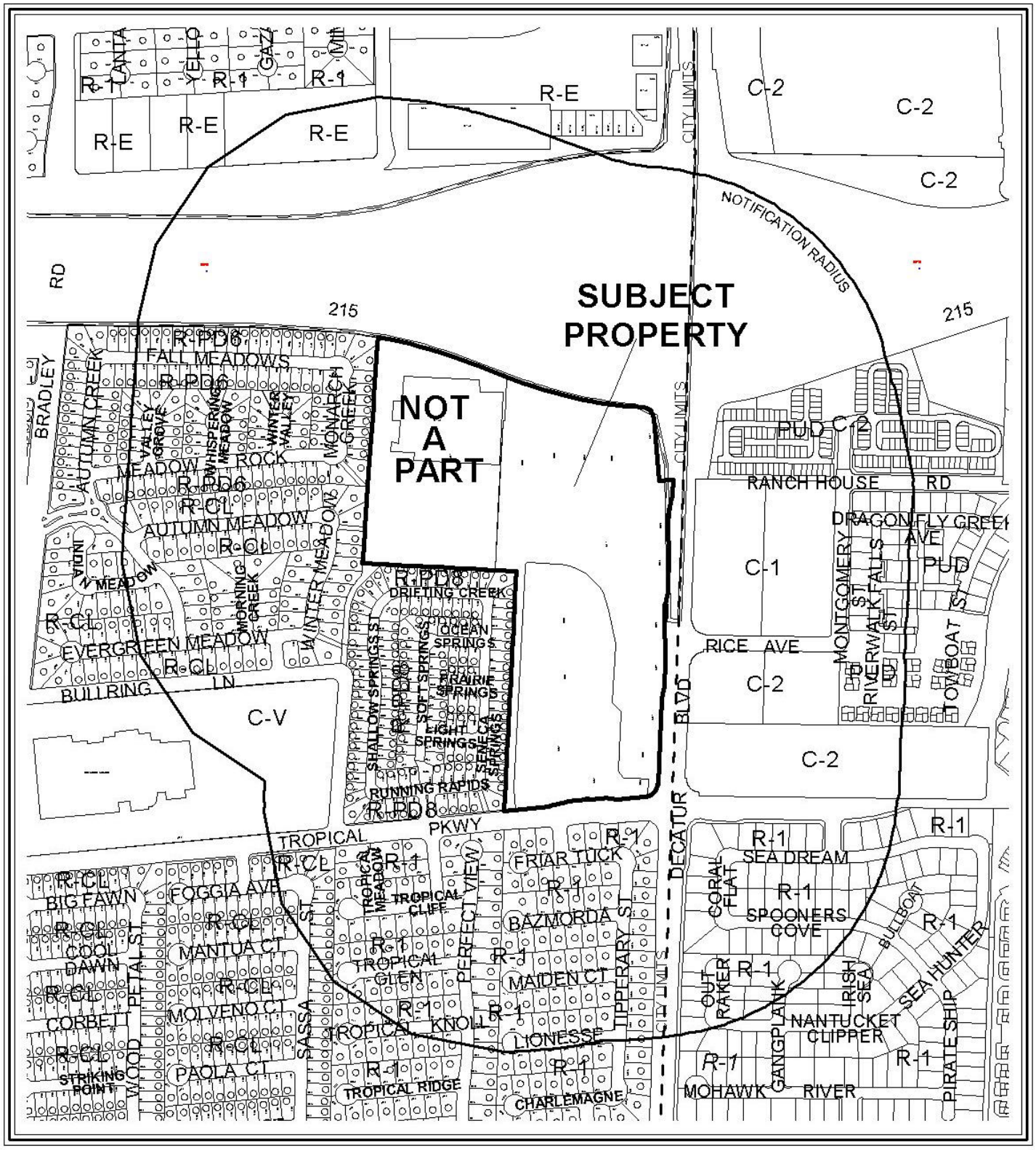
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41851 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WEINGARTEN REALTY INVESTORS - OWNER: DECATUR 215, LLC - Request for a Review of Condition of a previously approved Site Development Plan Review (SDR-22582) TO DELETE CONDITION #5 THAT REQUIRED 24-HOUR SECURITY ON-SITE at 6101-6371 North Decatur Boulevard (APN 125-25-614-001), C-1 (Limited Commercial) Zone, 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.

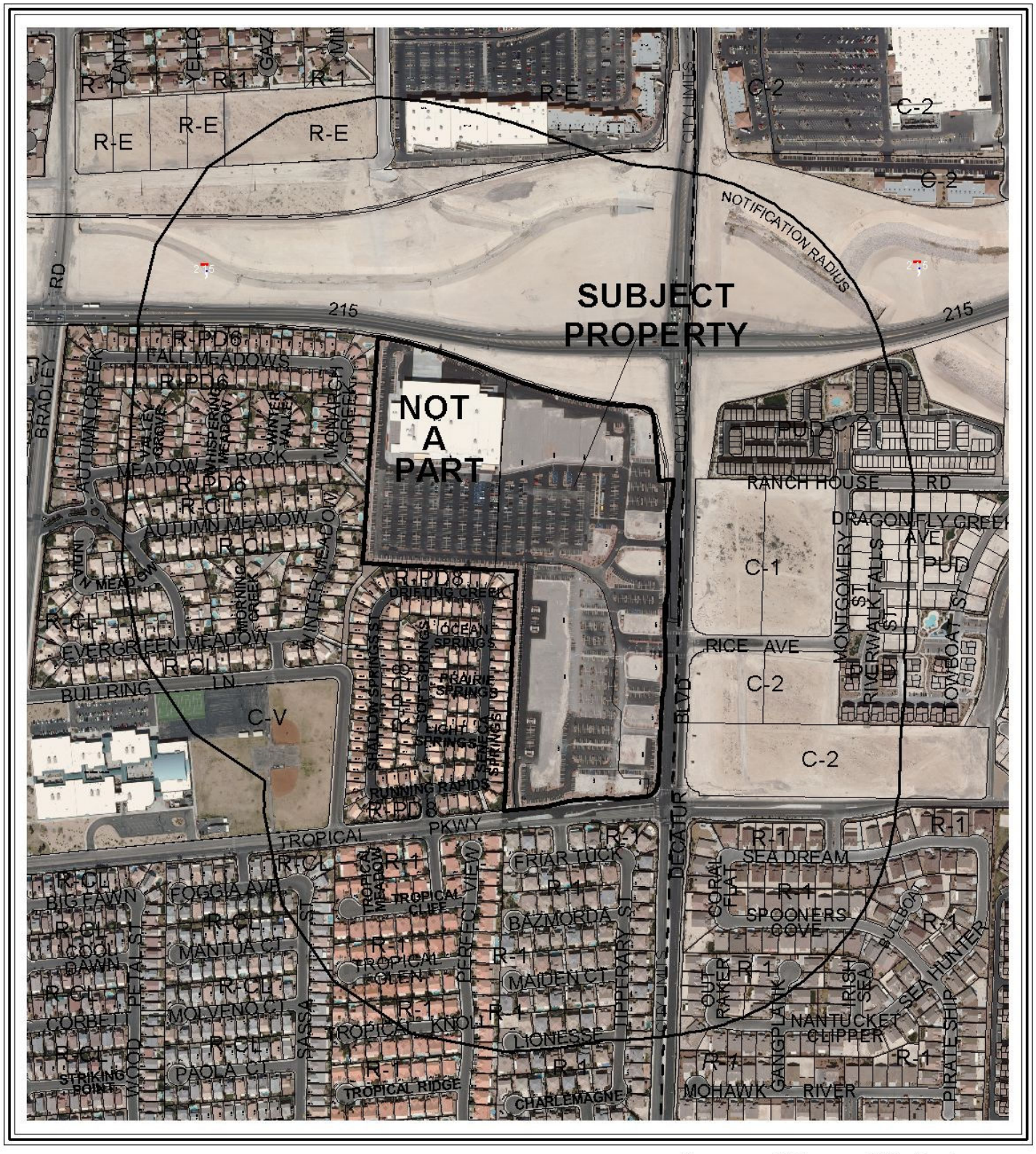
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-22582
5. Planning Commission Approval Letter for SDR-40223
6. Justification Letter



CASE: **ROC-41851**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 400 800 Feet

CASE: **ROC-41851**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WEINGARTEN REALTY INVESTORS - OWNER: DECATUR 215, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41851	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-41851 CONDITIONS

Planning

1. Condition Number 5 of Site Development Plan Review (SDR-22582) shall be deleted.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-22582) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to delete Condition #5 of a previously approved Site Development Plan Review (SDR-22582) that required 24-hour security on-site for a 458,053 square-foot retail shopping center located at the northwest corner of Decatur Boulevard and Tropical Parkway. Numerous building permits have been issued for the shopping center. There is currently one retail establishment (Target) open for business. A Site Development Plan Review (SDR-40223) was approved on 01/25/11 for a proposed 94,683 square-foot grocery store as part of the shopping center with plans (Plan Check #41561) submitted for review on 04/27/11.

Though Target currently provides their own security and the proposed grocery store (to open in 2012) will have their own security, there is no provision in the Site Development Plan Review (SDR-22582) or an established process to monitor whether existing businesses provide security or decide to terminate it. Additionally, as only two businesses within the shopping center will be open by 2012, deleting the requirement for 24-hour security leaves a lack of security for the remaining areas not yet constructed; therefore, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/08/97	The City Council approved a request for Rezoning (Z-0109-97) from R-E (Residence Estates) and R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development- 8 Units per Acre) to C-1 (Limited Commercial) on property located on the west side of Decatur Boulevard between Centennial Parkway and Tropical Parkway for a proposed 298,603 square-foot commercial shopping center. The Planning Commission recommended approval.
06/06/01	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the General Plan (GPA-0008-01) from M (Medium Density Residential) to SC (Service Commercial) for 3.6 acres located on the south side of the northern beltway alignment, approximately 630 feet west of Decatur Boulevard. The Planning Commission recommended approval.
	The City Council approved a related request for Rezoning (Z-0018-01) from R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development – 8 Units per Acre) to C-1 (Limited Commercial).

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/05/01	The City Council approved a request for a Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] for a proposed 262,640 square-foot retail commercial development on 27.6 acres on the south side of the northern beltway alignment, west of Decatur Boulevard. The Planning Commission recommended approval.
08/20/03	The City Council approved a request for an Extension of Time (EOT-2504) of a previously approved Rezoning (Z-0018-01) from R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development – 8 Units per Acre) to C-1 (Limited Commercial) on 3.6 acres adjacent to the south side of the northern beltway alignment, approximately 630 feet west of North Decatur Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-2502) of a previously approved Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] for a proposed 262,640 square-foot retail commercial development.
05/19/04	The City Council approved a request for a Petition to Vacate (VAC-4012) a public sewer and drainage easement generally located west of Decatur Boulevard, north of Tropical Parkway. The Planning Commission and staff recommended approval.
08/12/04	The Planning Commission approved a request for a Tentative Map (TMP-3624) for a two-lot commercial subdivision on 27.38 acres adjacent to the northwest corner of Decatur Boulevard and Tropical Parkway. Staff recommended approval.
07/20/05	The City Council approved a request for an Extension of Time (EOT-6798) of a previously approved Rezoning (Z-0018-01) from R-E (Residence Estates) to C-1 (Limited Commercial) on 3.6 acres adjacent to the south side of the northern beltway alignment, approximately 630 feet west of Decatur Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-6799) of a previously approved Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] for a proposed 262,640 square-foot retail commercial development.
06/06/07	The City Council approved a request for an Extension of Time (EOT-20771) of a previously approved Rezoning (Z-0018-01) from R-E (Residence Estates) to C-1 (Limited Commercial) on 3.6 acres adjacent to the south side of the northern beltway alignment, approximately 630 feet west of Decatur Boulevard. Staff recommended approval.
09/19/07	The City Council approved a request to amend a portion of the Northwest Sector Plan of the General Plan (GPA-22584) from M (Medium Density Residential) to SC (Service Commercial) on 9.05 acres on the south side of CC 215, approximately 730 feet west of Decatur Boulevard. The Planning Commission and staff recommended approval.

09/19/07	The City Council approved a request for Rezoning (ZON-22583) from R-E (Residence Estates) under Resolution of Intent to R-PD15 (Residential Planned Development- 15 Units per Acre) to C-1 (Limited Commercial).
	The City Council approved a request for a Site Development Plan Review (SDR-22582) for a 458,053 square-foot retail center. The Planning Commission recommended approval: staff recommended denial.
11/29/07	The Planning Commission approved a request for a Tentative Map (TMP-25055) for a one-lot commercial subdivision on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway. Staff recommended approval.
12/05/07	The City Council approved a request for a Review of Condition (ROC-25100) to remove Condition #1 of an approved Extension of Time (EOT-20771) which stated that this Rezoning (Z-0018-01) shall expire on June 6, 2008 unless another Extension of Time is approved on 3.6 acres at the northwest corner of Decatur Boulevard and Tropical Parkway. Staff recommended approval.
02/20/08	The City Council approved a request for a Master Sign Plan (MSP-25930) for an approved 458,053 square-foot retail center on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway. The Planning Commission and staff recommended approval.
04/16/08	The City Council approved a request for a Petition to Vacate (VAC-26687) a portion of Decatur Boulevard, a 30-foot access, drainage and public sewer easement, a 43-foot public drainage, access, public sewer easement and a 56-foot public drainage easement generally located at the northwest corner of Decatur Boulevard and Tropical Parkway. The Planning Commission and staff recommended approval.
04/28/08	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-27567) for "Decatur & Tropical." The map was recorded on 06/25/08, CLV Drawing #107Y4968.
01/25/11	The Planning Commission approved a request for a Special Use Permit (SUP-40225) for an Accessory Package Liquor Off-Sale establishment use within a proposed 94,683 square-foot grocery store at 6101 North Decatur Boulevard. The Planning Commission and staff recommended approval.
	The Planning Commission approved a related request for a Variance (VAR-40226) to allow an eight-foot solid wall in the front yard where a five-foot wall with two feet solid and three feet open is the maximum height allowed.
	The Planning Commission approved a related request for a Site Development Plan Review (SDR-40223) for a proposed 94,683 square-foot grocery store operating 24-hours, seven days a week, with a waiver to allow a 10-foot perimeter landscape buffer along the south property line where 15 feet is required.

Most Recent Change of Ownership	
N/A	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/11/08	Plan Check #27601 was issued for onsite improvements- trash enclosures at 6101 North Decatur Boulevard. The plans were approved by applicable departments.
09/29/09	A business license (G11-00021) was issued for General Merchandise Sales at 6371 North Decatur Boulevard. The license is still active.
09/29/09	A business license (Q04-00106) was issued for a Pharmacy Firm at 6371 North Decatur Boulevard. The license is still active.
03/24/11	Plan Check #40972 was issued for alternative materials and methods at 6101 North Decatur Boulevard. The plans were approved by applicable departments.
04/27/11	Plan Check #41561 was processed for a Grocery Store at 6101 North Decatur Boulevard. The plans are still being reviewed by various departments.
Numerous permits have been issued and finalized for the proposed shopping center.	

Pre-Application Meeting	
03/17/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition of a previously approved Site Development Plan Review (SDR-22582) to delete condition #5.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/02/11	Staff conducted a field check of the subject site and found the landscaping areas being properly maintained with no trash/debris in the surrounding areas. No discrepancies were noted.

Details of Application Request	
Site Area	
Gross Acres	25.26

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Partially Developed Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	I-215	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Single Family Residences	ML (Medium-Low Density Residential)	R-1 (Single Family Residences)
East	Undeveloped Land and Single Family Residences	North Las Vegas	North Las Vegas
West	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family Residences	M (Medium Density Residential)	R-PD8 (Residential Planned Development- 8 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		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 applicant is requesting a Review of Condition to delete Condition #5 of a previously approved Site Development Plan Review (SDR-22582) that required 24-hour security on-site for a 458,053 square-foot retail shopping center located at the northwest corner of Decatur Boulevard and Tropical Parkway. The City Council requested condition #5 as a condition of approval in the Site Development Plan Review (SDR-22582) due to security concerns by the surrounding community. Numerous building permits have been issued for the shopping center. There is currently one retail establishment (Target) open for business. A Site Development Plan Review (SDR-40223) was approved on 01/25/11 for a proposed 94,683 square-foot grocery store as part of the shopping center with plans (Plan Check #41561) submitted for review on 04/27/11.

The Target store provides security during their hours of operation. The proposed grocery store (anticipated opening in 2012) will be open 24-hours a day, seven days a week and will provide their own security. No other Site Development Plan Reviews have been approved for the retail shopping center.

FINDINGS

Though Target currently provides their own security and the proposed grocery store (to open in 2012) will have their own security, there is no provision in the Site Development Plan Review (SDR-22582) or an established process to monitor whether existing businesses provide security or decide to terminate it. Additionally, as only two businesses within the shopping center will be open by 2012, deleting the requirement for 24-hour security leaves a lack of security for the remaining areas not yet constructed; therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 659 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41851** APN: 125-25-614-002

Name of Property Owner: DECATUR 215, LLC

Name of Applicant: WEINGARTEN REALTY INVESTORS

Name of Representative: LANCE L. SHERWOOD

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: Timothy M. Frakes

Subscribed and sworn before me

This 20th day of May, 2011

_____

Notary Public in and for said County and State

CATHY A. MARINE
Notary Public - Arizona
Maricopa County
My Commission Expires
April 14, 2014

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REVIEW OF CONDITION #5 OF SDR-22582

Project Address (Location) 6101-6371 NORTH DECATUR BOULEVARD

Project Name DECATUR 215 **Proposed Use** NO CHANGE PROPOSED

Assessor's Parcel #(s) 125-25-614-002 **Ward #** 6-ROSS

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 16.19 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER DECATUR 215, LLC **Contact** LANCE L. SHERWOOD

Address P.O. BOX 924133 **Phone:** 602.513.0278 **Fax:** _____

City HOUSTON **State** TX **Zip** 77292-4133

E-mail Address LSHERWOOD@WEINGARTEN.COM

APPLICANT WEINGARTEN REALTY INVESTORS **Contact** LANCE L. SHERWOOD

Address 4440 N. 36TH STREET #200 **Phone:** 602.513.0278 **Fax:** _____

City PHOENIX **State** AZ **Zip** 85018

E-mail Address LSHERWOOD@WEINGARTEN.COM

REPRESENTATIVE SAME **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 Timothy M. Fratus

Subscribed and sworn before me

This 20th day of May, 20 11.

Cathy A. Marine

Notary Public in and for said County and State

CATHY A. MARINE
Notary Public - Arizona
Maricopa County
My Commission Expires
April 14, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-41851
Meeting Date:	7/6/11
Total Fee:	$830.00
Date Received:*	5-23-11
Received By:	

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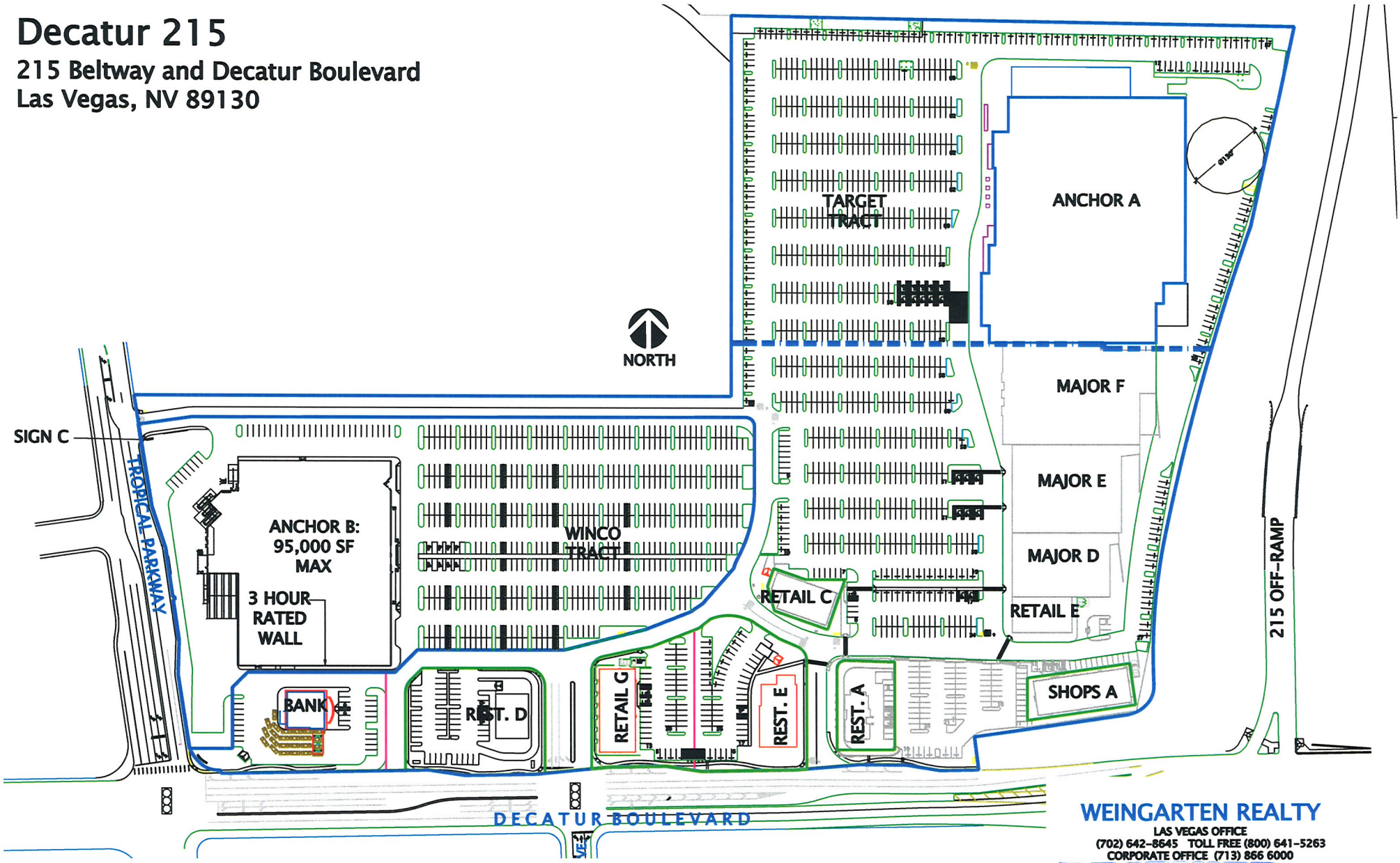
MAY 23 2011

*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.

Decatur 215

215 Beltway and Decatur Boulevard
Las Vegas, NV 89130



This site plan is presented solely for the purpose of identifying the approximate location and size of the building presently contemplated by the owner. Building sizes, site dimensions, access and parking areas, existing leases locations and identities are subject to change without notice and at the owners discretion. Unit numbers as indicated are not necessarily the actual suite numbers and are intended for use as a reference only.

Land Area: 1,586,891 sf./ 36.43 Acres
Building Area: 374,297 sf.
Parking: 1,953 Spaces @ 5.22 /1000sf.

Scale: 1"=100'
Rev.: 02-14-2011

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LAS VEGAS OFFICE
(702) 642-8645 TOLL FREE (800) 641-5263
CORPORATE OFFICE (713) 866 6000
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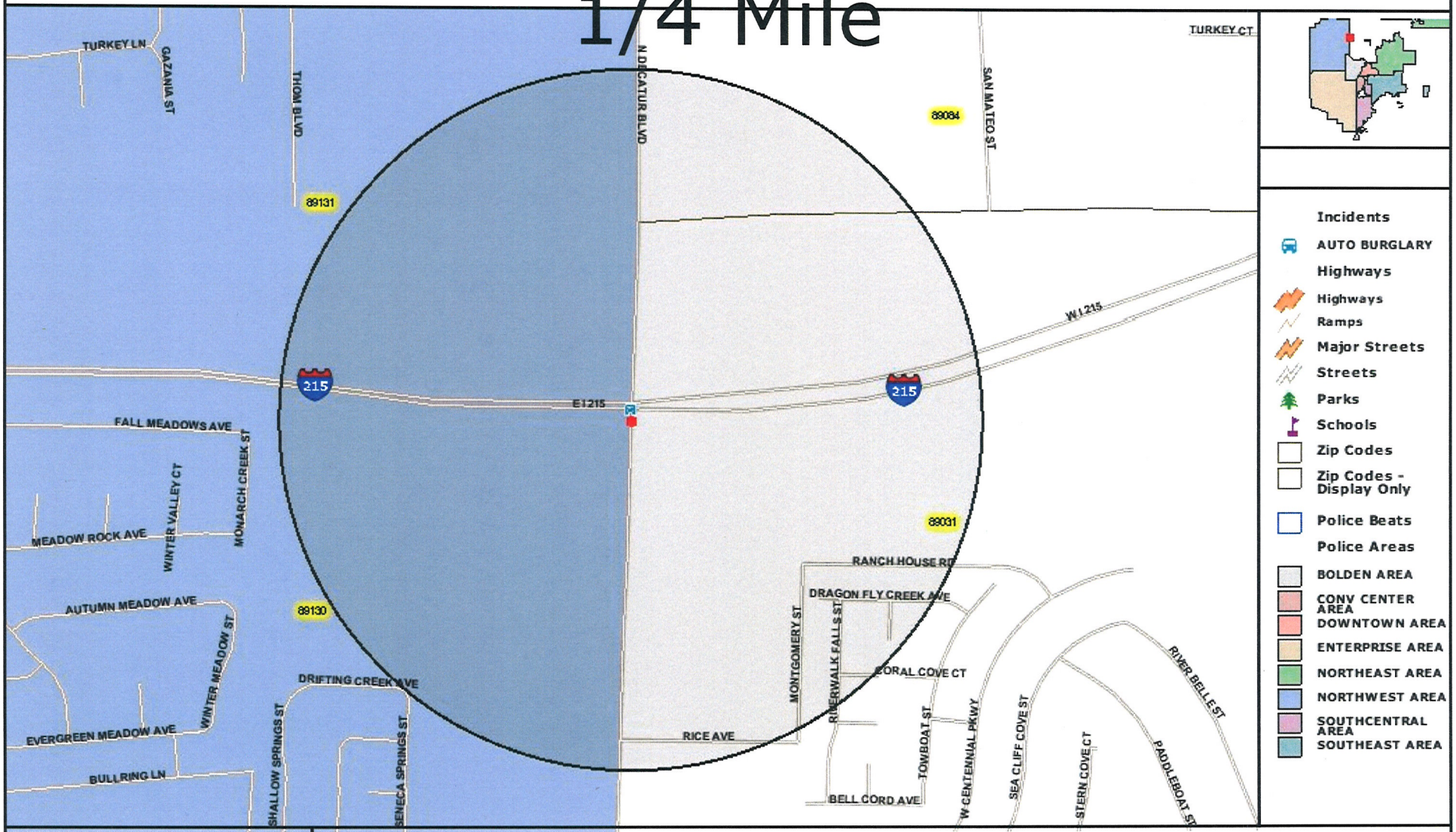
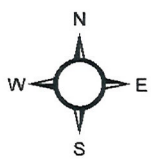
ROC-41851

Crime
1/4 Mile





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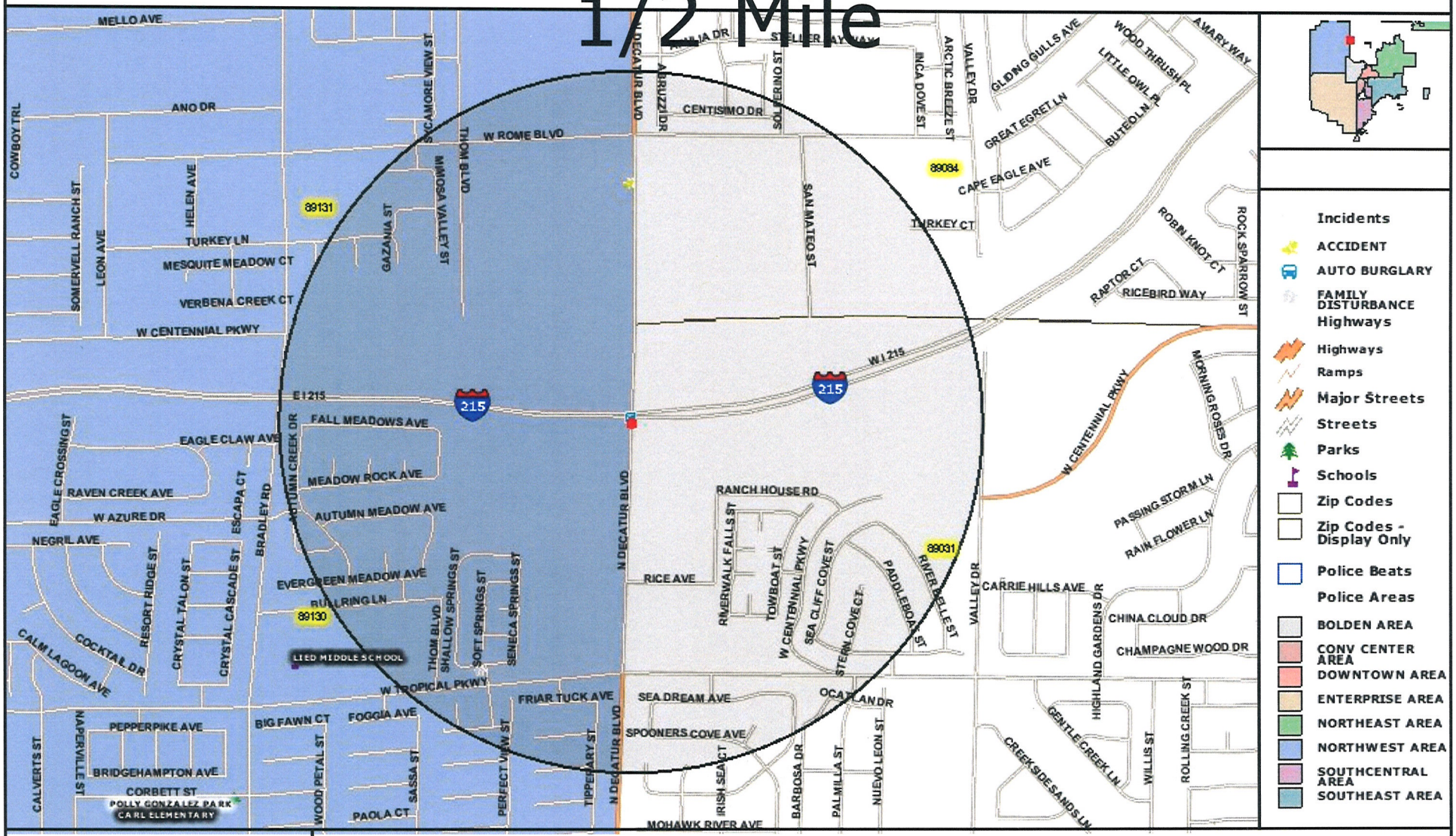
ROC-41851 zero

Crime
1/2 Mile



Incidents
- ACCIDENT
- AUTO BURGLARY
- FAMILY DISTURBANCE

Highways
- Highways
- Ramps
- Major Streets
- Streets
- Parks
- Schools
- Zip Codes
- Zip Codes - Display Only
- Police Beats

Police Areas
- BOLDEN AREA
- CONV CENTER AREA
- DOWNTOWN AREA
- ENTERPRISE AREA
- NORTHEAST AREA
- NORTHWEST AREA
- SOUTHCENTRAL AREA
- SOUTHEAST AREA

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Summary Report		
Crime Type	**Total**	**Chart**
AUTO BURGLARY	1	
Grand Total	**1**	

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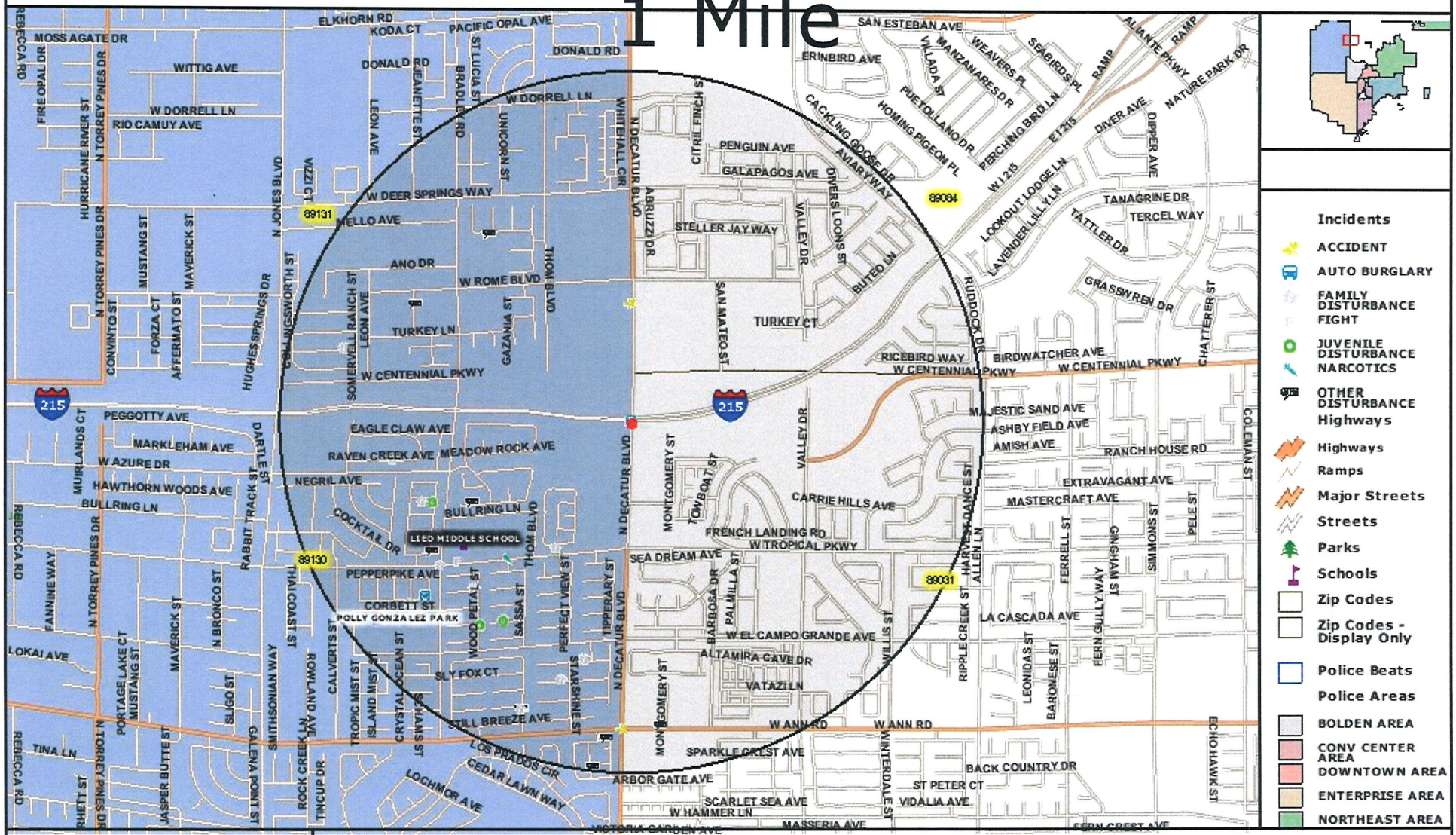
Crime
1 Mile



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ROC-41851

1 mile

Summary Report		
Crime Type	**Total**	**Chart**
ACCIDENT (TRAFFIC)	2	
AUTO BURGLARY	2	
FAMILY DISTURBANCE	14	
FIGHT	1	
JUVENILE DISTURBANCE	3	
NARCOTICS	1	
OTHER DISTURBANCE	6	
Grand Total	**29**	

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Detailed Incident Report (Sorted Ascending By Crime Type)					
#	Case #	Crime Type	Date	Time	100 Block
1	LLV110205003154	ACCIDENT (TRAFFIC)	20110205	17:45:50	6500 HUNDRED BLOCK OF N DECATUR BLVD
2	LLV110219001787	ACCIDENT (TRAFFIC)	20110219	11:22:35	W ANN RD&N DECATUR BLVD
3	LLV110207002469	AUTO BURGLARY	20110207	15:30:06	N DECATUR BLVD&E I 215
4	LLV110223000986	AUTO BURGLARY	20110223	07:29:33	5900 HUNDRED BLOCK OF OAKTON ST
5	LLV110130002983	FAMILY DISTURBANCE	20110130	17:49:12	W ANN RD&N DECATUR BLVD
6	LLV110208002002	FAMILY DISTURBANCE	20110208	12:52:25	BRADLEY RD&W TROPICAL PKWY
7	LLV110209003512	FAMILY DISTURBANCE	20110209	18:34:33	5500 HUNDRED BLOCK OF RAINCREEK AVE
8	LLV110210000612	FAMILY DISTURBANCE	20110210	04:49:25	5500 HUNDRED BLOCK OF RAINCREEK AVE
9	LLV110210002784	FAMILY DISTURBANCE	20110210	16:07:03	5400 HUNDRED BLOCK OF BRIDGEHAMPTON AVE
10	LLV110211004362	FAMILY DISTURBANCE	20110211	20:58:59	5600 HUNDRED BLOCK OF RAVEN CREEK AVE
11	LLV110212003683	FAMILY DISTURBANCE	20110212	19:09:26	5500 HUNDRED BLOCK OF RAINCREEK AVE
12	LLV110215003807	FAMILY DISTURBANCE	20110215	20:52:29	4900 HUNDRED BLOCK OF SPARKLING SKY AVE
13	LLV110215003841	FAMILY DISTURBANCE	20110215	21:01:34	5000 HUNDRED BLOCK OF FROZEN SPRINGS CT
14	LLV110220001769	FAMILY DISTURBANCE	20110220	10:44:57	5800 HUNDRED BLOCK OF MCLENNAN RANCH AVE
15	LLV110222003787	FAMILY DISTURBANCE	20110222	18:57:25	5000 HUNDRED BLOCK OF RUNNING RAPIDS AVE
16	LLV110222004724	FAMILY DISTURBANCE	20110222	23:26:30	5300 HUNDRED BLOCK OF COOL DAWN CT
17	LLV110226001946	FAMILY DISTURBANCE	20110226	12:26:15	5100 HUNDRED BLOCK OF YELLOW DAWN CT
18	LLV110226003689	FAMILY DISTURBANCE	20110226	19:42:32	5500 HUNDRED BLOCK OF RAINCREEK AVE
19	LLV110215002301	FIGHT	20110215	14:31:36	5300 HUNDRED BLOCK OF W TROPICAL PKWY
20	LLV110222002564	JUVENILE DISTURBANCE	20110222	14:15:16	5400 HUNDRED BLOCK OF RAINCREEK AVE
21	LLV110226003710	JUVENILE DISTURBANCE	20110226	19:45:29	5200 HUNDRED BLOCK OF PAOLA CT
22	LLV110226004229	JUVENILE DISTURBANCE	20110226	21:34:35	5800 HUNDRED BLOCK OF WOOD PETAL ST
23	LLV110209004738	NARCOTICS	20110209	23:57:45	CAPUA ST&W TROPICAL PKWY
24	LLV110205003258	OTHER DISTURBANCE	20110205	18:10:26	5300 HUNDRED BLOCK OF EVERGREEN MEADOW AVE
25	LLV110211003735	OTHER DISTURBANCE	20110211	18:29:20	5300 HUNDRED BLOCK OF BLUE EVERGREEN AVE
26	LLV110212001998	OTHER DISTURBANCE	20110212	12:15:51	4800 HUNDRED BLOCK OF MINTURN AVE
27	LLV110212002275	OTHER DISTURBANCE	20110212	13:47:54	6000 HUNDRED BLOCK OF CRYSTAL CASCADE ST
28	LLV110214002249	OTHER DISTURBANCE	20110214	13:17:46	5100 HUNDRED BLOCK OF YELLOW DAWN CT
29	LLV110219004355	OTHER DISTURBANCE	20110219	22:34:53	6500 HUNDRED BLOCK OF HELEN AVE

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LAS VEGAS CITY COUNCIL

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RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

November 9, 2007

Mr. Phillip Nourafchan
Decatur IV, LLC
3110 South Durango Drive, Suite #203
Las Vegas, Nevada 89117

RE: SDR-22582 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 19, 2007
RELATED TO GPA-22584 AND ZON-22583

Dear Mr. Nourafchan:

The City Council at a regular meeting held September 19, 2007 APPROVED the request for a Site Development Plan Review FOR A 458,053 SQUARE FOOT RETAIL CENTER on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-501-010, 125-25-601-022, and 125-25-601-023), C-1 (Limited Commercial) Zone and R-E (Residence Estates) Zone under Resolution of Intent to R-PD15 (Residential Planned Development - 15 Units Per Acre) [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 20, 2007. This approval is subject to:

Added Conditions:

A. The driveway that aligns with Rice Avenue shall be designed to allow a maximum of two northbound left turning movements and shall have a minimum unimpeded throat depth of 250 feet.

B. The northern most driveway on Decatur Boulevard shall be designed with a width that allows a delivery truck to not encroach into the egress driveway lane. The design shall accommodate a WB-50 turning sweep.

C. The developer shall construct a barrier system across the westernmost drive aisle adjacent to the "Anchor" structure limiting access to passenger vehicles only, but prohibiting access to larger trucks and vans. The barrier shall be designed to accommodate emergency vehicles access acceptable to City Fire Services, without the need for electronic operation. The barrier system shall be maintained in good operating condition by property owner or association.

Planning & Development

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-22584) and Rezoning (ZON-22583) shall be required.

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

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TDD 702.386.9108
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ROC-41851

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan and building elevations date stamped 09/13/07, except as amended herein.

4. Submission of a commercial subdivision map consolidating the parcels prior to the issuance of any building or grading permits shall be required.

5. 24-Hour security shall be provided on-site upon the issuance of building permits by the Building and Safety Department. No business licenses shall be issued for the site prior to the submittal of documentation that substantiates compliance with this condition.

6. Delivery hours shall be limited to Monday through Saturday from the hours of 6:00 a.m. to 9:00 p.m.

7. Hours of operation for this development shall be: Friday and Saturday – 6:00 A.M. to 1:00 A.M. and Sunday through Thursday - 6:00 A.M. to midnight.

8. Deleted at City Council.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: all spacing requirements of LVMC Title 19.12.040 shall be met; specifically, along Tropical Parkway all perimeter trees shall be planted a maximum of 20 feet on center, unless in conformance with an approved alternative. Further, the technical landscape plan shall include a detailed tabulation of the total number of trees provided per species and that total amount shall be equal to or greater than the minimum requirements as outlined in LVMC Title 19.10.010 (J)(11)(c) and LVMC Title 19.12040.

10. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

11. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect the changes herein. The required perimeter and interior screening walls, per LVMC Title 19.08.050 and LVMC Title 19.12.075 must be indicated on the plan and a detail that illustrates the height and material to be used noted.

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12. 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).

13. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

14. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

15. Shoebox lighting shall be used throughout the entire development. 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.

16. 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.

17. Deleted at City Council.

18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

19. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

20. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

21. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

22. Deleted at City Council.

23. Deleted at City Council.

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Public Works

24. Submit a Petition of Vacation for the existing access easements, public sewer and public drainage easements that conflict with this site plan. The Order of Vacation shall record prior to the issuance of any building permits adjacent to or overlying the areas encumbered by such existing easements.

25. Dedicate appropriate rights-of-way in accordance with Standard Drawing 201.1 for dedicated left or right-turn lanes and Standard Drawings 234.1, 234.2 and 234.3 for bus turnouts prior to the issuance of any permits adjacent to this site unless specifically identified in writing as not required in the approved Traffic Impact Analysis.

26. Construct half-street improvements on Decatur Boulevard, including appropriate overpaving (if legally able) and Tropical Parkway adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

27. A minimum of two lanes of asphalt pavement on the major access street(s) adjacent to this site, and a working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed within 24 months of approval of construction drawings. No partial bond releases will be allowed until all perimeter roadway improvements are in place.

28. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site; the connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network; the connecting sidewalk shall be terminated on-site with a handicap ramp.

29. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveways accessing this site.

30. Landscape and maintain all unimproved rights-of-way, if any, on Decatur Boulevard and Tropical Parkway adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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35. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. Approval of this Site Plan does not constitute approval of any deviations. We note that meandering sidewalk is shown adjacent to Decatur Boulevard.

36. Coordinate with the Clark County Department of Public Works to discuss any impacts to this site plan from the I-215 Beltway. Provide documentation from Clark County to the City of Las Vegas Land Development Section that this condition has been satisfied prior to the approval of any construction drawings.

37. Coordinate with the City of North Las Vegas Public Works Department to discuss traffic control (traffic signals and median openings) on Decatur Boulevard. Provide documentation from the City of North Las Vegas to the City of Las Vegas Land Development Section that this condition has been satisfied prior to the approval of any construction drawings. Developer shall construct a traffic signal at the intersection of Decatur Boulevard and Tropical Parkway concurrent with first phase of construction of offsite improvements adjacent to this site. In addition, if the approved Traffic Impact Analysis identifies Decatur Boulevard/Rice Avenue as a signalized intersection, developer shall construct full traffic signal at that intersection. Traffic signals shall not be activated until approved by the City Traffic Engineer.

38. The driveway proposed on Decatur Boulevard shall align with Rice Avenue.

39. Tropical Parkway shall be posted "No Parking" adjacent to this site.

40. Coordinate with the City Traffic Engineer regarding modifications of the median on Tropical Parkway to restrict left turning movements out, but allow left turning movements into the proposed driveway access. Comply with the recommendations of the City Traffic Engineer.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. James Stroh
1955 Pama Lane
Las Vegas, Nevada 89119

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ROC-41851

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STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

January 31, 2011

CORRECTED LETTER

Mr. Lance Sherwood
Decatur 215, LLC
44440 North 36th Street, Suite #200
Phoenix, Arizona 85018

RE: SDR-40223 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-40226 AND SUP-40225
PLANNING COMMISSION MEETING OF JANUARY 25, 2011

Dear Mr. Sherwood:

Your request for a Major Amendment of a previously approved Site Development Plan Review (SDR-22582) FOR A PROPOSED 94,683 SQUARE-FOOT GROCERY STORE OPERATING 24-HOURS, SEVEN DAYS A WEEK, WITH A WAIVER TO ALLOW A 10-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE SOUTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on a portion of 25.29 acres at 6101 North Decatur Boulevard (APN 125-25-614-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross), was considered by the Planning Commission on January 25, 2011.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning and Development

1. Delivery hours for the Grocery Store with Accessory Package Liquor Off-Sales use shall be seven days a week, 6:00 a.m. to 12:00 a.m.

2. Delivery trucks shall not access to/from Tropical Parkway.

3. There shall be "No Delivery Truck Access" signage posted at the Tropical Parkway entrance/exit.

4. Delivery trucks shall access to/from Rice Avenue.

5. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-40223) and Variance (VAR-40226) shall be required, if approved.

6. Conformance to the conditions of approval for Master Sign Plan (MSP-25930) and Site Development Plan Review (SDR-22582).

7. This approval shall be void two years from the date of final approval unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

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

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ROC 40851

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8. All development shall be in conformance with the site plan date stamped: 01/03/2011 and the landscape plan, floor plans and building elevations date stamped 11/15/2010 except as amended by conditions herein.

9. A Waiver from Title 19.12 is hereby approved, to allow a 10-foot wide landscape buffer where a 15-foot wide landscape buffer is required.

10. Prior to the issuance of Building Permits, the applicant shall revise the Site Plans to reflect a five-foot wide loading zone on each side of a designated Handicapped parking space and at least one eight-foot wide loading zone for Van Accessible Handicapped parking spaces, where required.

11. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 11/15/2010. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

12. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

13. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

14. 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 include the following changes from the conceptual landscape plan: Five-gallon vining plants such as Cat's Claw or Hacienda Creeper planted 20-feet on-center adjacent to the southern face of the wall fronting Tropical Parkway.

15. 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).

16. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

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ROC-40851

17. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

18. 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.

19. 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.

20. Hours of operation for the Grocery Store with Accessory Package Liquor Off-Sales use shall be seven days a week – 24 hours per day.

21. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

22. An update to the previously approved 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, whichever may occur first. Comply with the recommendations of the approved update to the Traffic Impact Analysis prior to occupancy of the 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.

23. An Update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

24. Comply with all applicable previous conditions of approval for ZON-22583, SDR-22582, the Decatur and Tropical Subdivision Map and all other site-related actions.

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ROC-40851

This action by the Planning Commission on **January 25, 2011** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***February 7, 2011***. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Ty Morrison
WinCo Foods
650 North Armstrong Place
Boise, Idaho 83704

Mr. Perry Shea
Shea Carr Jewell
2102 Carriage Drive, Southwest Building H
Olympia, Washington 98502

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ROC-40851

WEINGARTEN REALTY

860 South Rancho Dr., Suite 10
Las Vegas, Nevada 89106
800.641.5263
702.642.5673 Fax
www.weingarten.com

March 4, 2011

City of Las Vegas Nevada
Department of Planning
333 N. Rancho Dr.
Las Vegas, NV.

Re: Request for Variance of Security Requirement
Decatur 215 Shopping Center – Hwy. 215 at N. Decatur Blvd.
Las Vegas, Nevada

To Whom It May Concern:

Please accept this Justification Letter from owner, DECATUR 215, LLC, a Delaware limited liability company, registered as a foreign limited liability company in the State of Nevada as DECATUR 215 OF NEVADA, LLC, using Weingarten Realty Investors, a Texas real estate investment trust, as its Manager, asking for a variance to delete requirement #5 in document SDR-22582 Site Development Plan Review asking for 24 hour, 7 days per week security.

To support this variance request, I present the following information for consideration:

1. Winco Grocery (Opening in 2012) will be open 24/7 and will be providing their own security for those same hours;

2. Target currently supplies their own security during their open hours;

3. Crime is extremely low in this area. The Las Vegas Metro Police Department reports in the last 30 days the following:

   (a) Within 1 mile - 29 incidents, broken down as follows:

   (i) 14 – family disturbances;
   (ii) 6 – "other" disturbances;
   (iii) 3 – juvenile disturbances;
   (iv) 2 – traffic accidents;
   (v) 1 – fight; and
   (vi) 1 – narcotic call.

   (b) Within ½ mile: 1 incident (auto accident).

   (c) Within ¼ mile: 0 incidents.

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ROC-41851

Weingarten Realty Investors (the "trust") is an unincorporated trust organized under the Texas Real Estate Investment Trust Act. Neither the shareholders of the trust, nor its trust managers, officers, employees or other agents are personally, corporately or individually liable for any debt, act, omission or obligation of the trust, and all persons having claims of any kind against the trust must look solely to the property of the trust for the enforcement of their rights.

WEINGARTEN REALTY

860 South Rancho Dr., Suite 10
Las Vegas, Nevada 89106
800.641.5263
702.642.5673 Fax
www.weingarten.com

Support for Variance Request cont'd:

4. Owner would be forced to pay an annual cost of $145,833 to provide this 24/7 security in a low crime area for a shopping center that would already have two forms of security present.

For your convenience, I am attaching the Pre-application conference request, a copy of the SDR-22582 review, Las Vegas Metro Police Department maps and statistics and Weingarten Realty (Manager) site plan of subject location.

If you need any additional information, or I can be of any other assistance in securing this variance, please do not hesitate to contact me at 702-259-7935 or you can reach me by email at smcmasters@weingarten.com. Thank you, in advance, for your consideration of this request.

Sincerely,

DECATUR 215, LLC
a Delaware limited liability company,
registered as a foreign limited liability company
in the State of Nevada as:
DECATUR 215 OF NEVADA, LLC

By: Weingarten Realty Investors,
a Texas real estate investment trust,
Its Manager

Susan L. McMasters
Regional Property Manager

SLM/dar
Attachments as stated

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MAY 23 2011

ROC-41851

Weingarten Realty Investors (the "trust") is an unincorporated trust organized under the Texas Real Estate Investment Trust Act. Neither the shareholders of the trust, nor its trust managers, officers, employees or other agents are personally, corporately or individually liable for any debt, act, omission or obligation of the trust, and all persons having claims of any kind against the trust must look solely to the property of the trust for the enforcement of their rights.

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 6, 2011

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

SUBJECT:

ROC-41902 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: VEGAS EXPRESS GAS MART #2, LLC - OWNER: PACPROP SERVICE, LLC - Request for a Review of Condition of a previously approved Special Use Permit (SUP-36779) TO DELETE CONDITION #5 WHICH STATES, "THE SALE OF SINGLE BEERS, MALT BEVERAGES, OR WINE COOLERS OF ANY SIZE WITH ALCOHOL BY VOLUME GREATER THAN 6% SHALL BE PRHIBITED. THE SALE OF WINES WITH AN ALCOHOL BY VOLUME OF GREATER THAN 16% SHALL BE PROHIBITED" at 4401 East Bonanza Road (APN 140-32-101-014), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL.

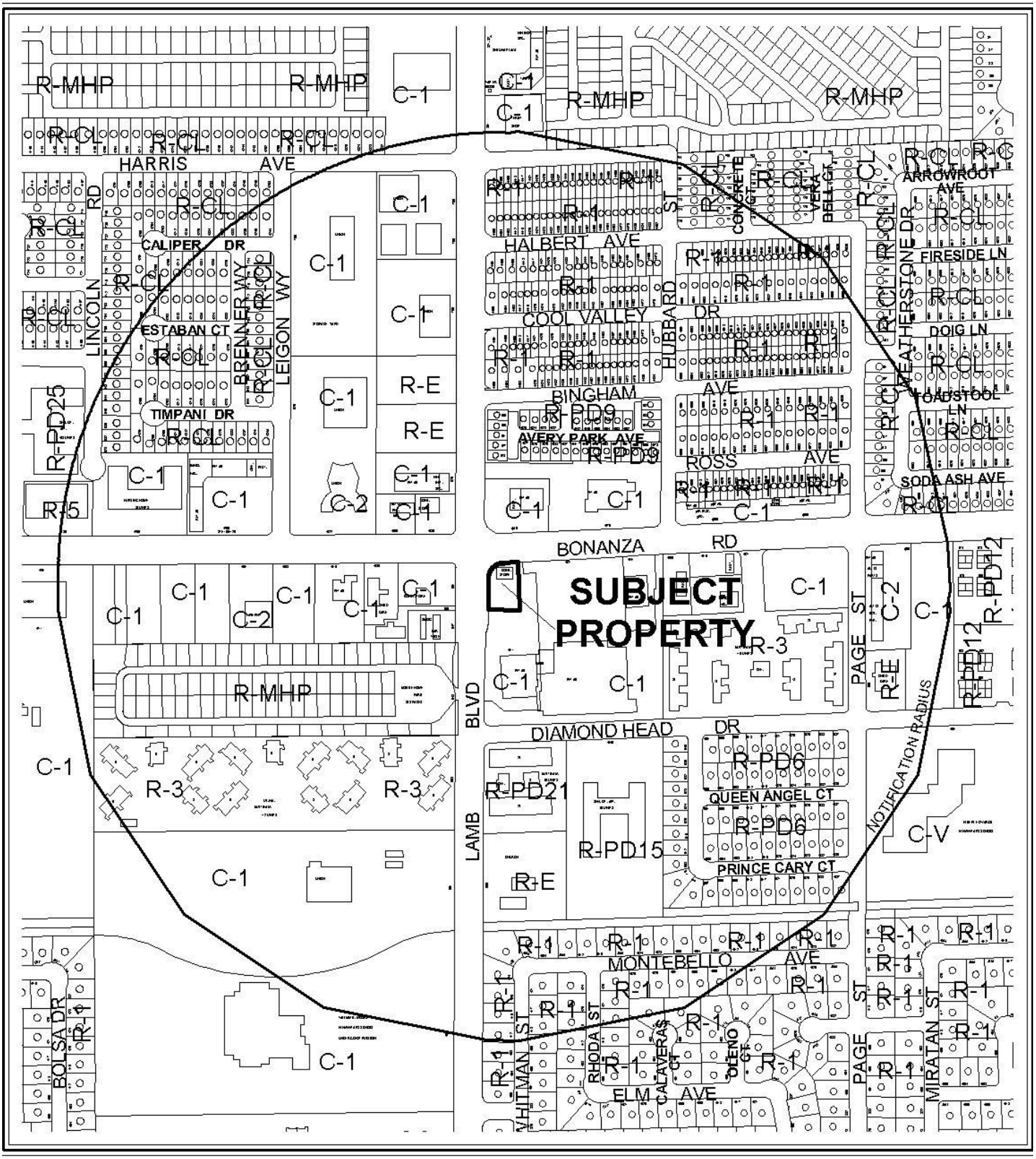
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-36779
5. Justification Letter



0 600 1200 Feet

CASE: **ROC-41902**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

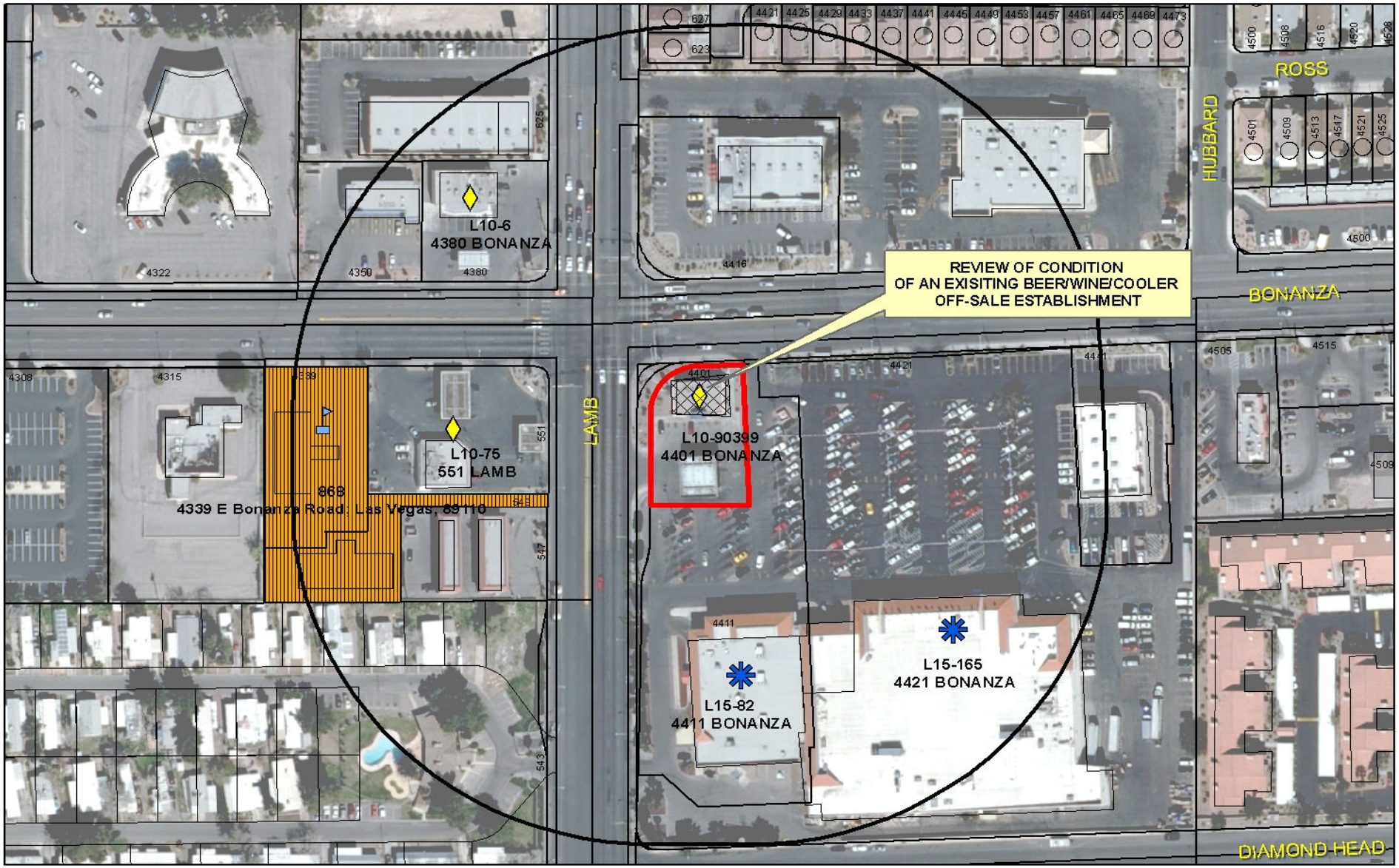
0 600 1200 Feet

CASE: **ROC-41902**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-41902

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: JULY 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: VEGAS EXPRESS GAS MART #2, LLC - OWNER: PACPROP SERVICE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41902	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-41902 CONDITIONS

Planning

1. Condition #5 of Special Use Permit (SUP-36779) shall be deleted.

2. Conformance to the conditions of approval of Special Use Permit (SUP-36779) 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 occupied by a Convenience Store located at 4401 East Bonanza Road. The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-36779) to delete condition #5, which states, "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 greater than 16% shall be prohibited."

There is a school, two (2) package liquor establishments, and two (2) other convenience stores with beer/wine/cooler off-sale within 400 feet of the subject site. The proposed removal of this condition is not appropriate as the intensification of the use through the increased availability of higher alcohol-by-volume products would add to the already saturated market within a confined area, in addition to its close proximity to a protected use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/19/00	The City Council approved a request for a Special Use permit (U-0069-00) for Gasoline Sales and for a Site Development Plan Review for a proposed 2,029 square-foot Albertson's Convenience Store on the southeast corner of Bonanza Road and Lamb Boulevard. The Planning Commission recommended approval.
02/21/01	The City Council approved a request for a Special Use Permit (U-0139-00) for the sale of beer and wine for off-premise consumption on the southeast corner of Bonanza Road and Lamb Boulevard. The Planning Commission recommended approval.
11/26/08	The Planning and Development Department approved a request for a Parcel Map (PMP-32228) technical review on 2.06 acres located at the southeast corner of Bonanza Road and Lamb Boulevard. The Mylar was released for recordation on 04/13/09, but no recordation date is annotated.
02/17/10	The City Council approved a request for a Special Use Permit (SUP-36779) for a proposed Beer/Wine/Cooler Off-Sale establishment within an existing 2,032 square-foot Convenience Store and a waiver to allow a 120-foot distance separation from a child care facility where 400 feet is required at 4401 East Bonanza Road. The Planning Commission recommended approval; staff recommended denial.
07/12/11	The Planning Commission is scheduled to hear a request for a Special Use Permit (SUP-41901) for a Check Cashing Service, Limited within an existing 2,032 square-foot Convenience Store at 4401 East Bonanza Road.

Most Recent Change of Ownership	
08/20/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/16/11	A building permit (181665) was issued for a sign at 4401 East Bonanza Road. The permit has not yet been finalized.
03/15/11	A business license (C05-90401) was issued for Tobacco Sales at 4401 East Bonanza Road. The license is still active.
03/15/11	A business license (C15-90400) was issued for a Convenience Store at 4401 East Bonanza Road. The license is still active.
03/15/11	A business license (L10-90399) was issued for Beer/Wine/Cooler Off-Sale at 4401 East Bonanza Road. The license is still active.
03/16/11	A temporary business license (S05-90402) was issued for a Service Station at 4401East Bonanza Road.
03/31/11	A business license (C20-91499) was filed for Convention Tax at 4401 East Bonanza Road. The license has not yet been issued.
03/31/11	A business license (G01-91498) was filed for Restricted Gaming at 4401 East Bonanza Road. The license has not yet been issued.
04/07/11	A temporary business license (N02-90493) was issued for a Non-Depository Lender at 4401 East Bonanza Road.
05/04/11	A building permit (1870870 was issued for tenant improvements to create a storage room at 4401 East Bonanza Road. The permit has not yet been finalized.

Pre-Application Meeting	
05/19/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition of a previously approved Special Use Permit (SUP-36779) to delete Condition #5 to allow the sale of single beers, malt beverages or wine coolers of any size with alcohol by volume greater than 6%; and to allow the sale of wines with alcohol by volume of greater than 16%.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/02/11	Staff conducted a field check of the subject site and found the area clean and neat in appearance with no discrepancies noted.

DS

Details of Application Request	
Site Area	
Gross Acres	0.38

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Restaurant; Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishments; Financial Institution, General	SC (Service Commercial)	C-1 (Limited Commercial)
East	Retail Establishments; Restaurant	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 (SUP-36779) to delete condition #5 that states, "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 wine with an alcohol by volume greater than 16% shall be prohibited." There has been no negative police activity at the site. There is a school, two (2) package liquor establishments, and two (2) other convenience stores with beer/wine/cooler off-sale within 400 feet of the subject site.

FINDINGS

The proposed removal of this condition is not appropriate as the intensification of the use through the increased availability of higher alcohol-by-volume products would add to the already saturated market within a confined area, in addition to its close proximity to a protected use (school). By allowing the sale of products with greater alcohol percentages could have a negative effect on the surrounding areas; therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 998 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41902** APN: 140-32-101-014

Name of Property Owner: Pacprop Service, LLC

Name of Applicant: Vegas Express Gas Mart # 2, LLC

Name of Representative: Matt Ricciardella

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: Steve Glusker

Subscribed and sworn before me A. G. Fyffe

This 19th day of May, 2011

_____

Notary Public in and for said County and State

Los Angeles, California

A. G. FYFFE
Commission # 1810171
Notary Public - California
Los Angeles County
My Comm. Expires Aug 19, 2012

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Vegas Express Gas Mart #2, LLC

Project Address (Location) 4401 E Bonanza Road

Project Name Review of Condition of Special Use Permit **Proposed Use**

Assessor's Parcel #(s) 140-32-101-014 **Ward #** 3-Reese

General Plan: existing X proposed **Zoning:** existing proposed

Commercial Square Footage 2032 **Floor Area Ratio**

Gross Acres 0.38 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER Pacprop Service LLC **Contact** Steve Glusker

Address 12100 Wilshire Blvd. #1025 **Phone:** 3104470707 **Fax:** 3104470936

City Los Angeles **State** CA **Zip** 90025

E-mail Address steve@ppgla.com

APPLICANT Vegas Express Gas Mart #2 LLC **Contact** Matt Ricciardella

Address 4401 E Bonanza Rd **Phone:** 702 507 1607 **Fax:** 702 6666-8616

City Las Vegas **State** NV **Zip** 89110

E-mail Address mricciardella@gmail.com

REPRESENTATIVE Matt Ricciardella **Contact**

Address 2009 Amber Stone Ct. **Phone:** 502-810-3165 **Fax:** 702 6666-8616

City Las Vegas **State** NV **Zip** 89134

E-mail Address mricciardella@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 Steve Glusker

Subscribed and sworn before me

This 19th day of May, 20 11.

[signature]

Notary Public in and for said County and State

A. G. FYFFE
Commission # 1810171
Notary Public - California
Los Angeles County
My Comm. Expires Aug 19, 2012

FOR DEPARTMENT USE ONLY

Case #	ROC-41902
Meeting Date:	7-06-11 CC
Total Fee:	1090.00
Date Accepted:	5-25-11
Accepted By:	IFmail

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

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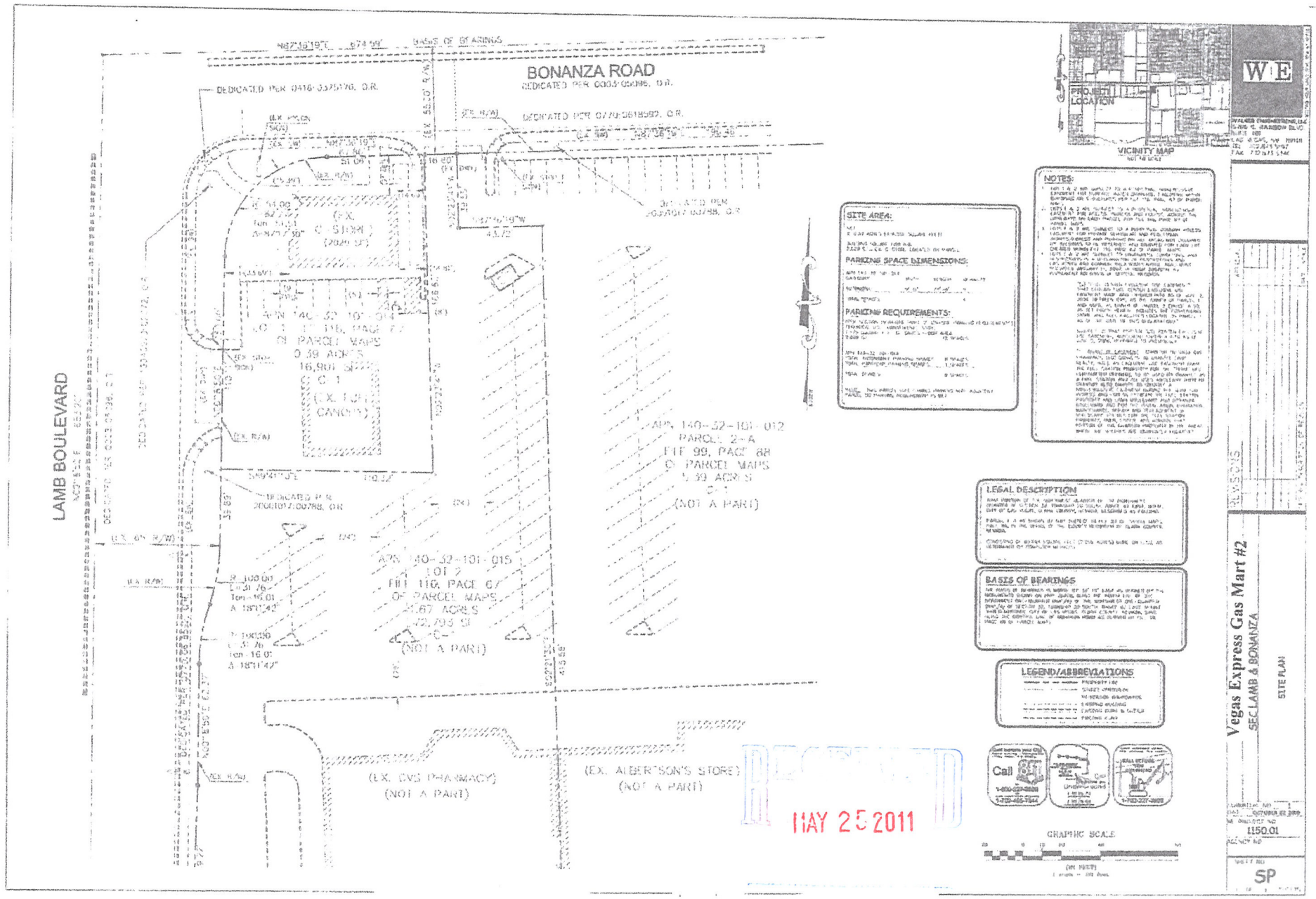
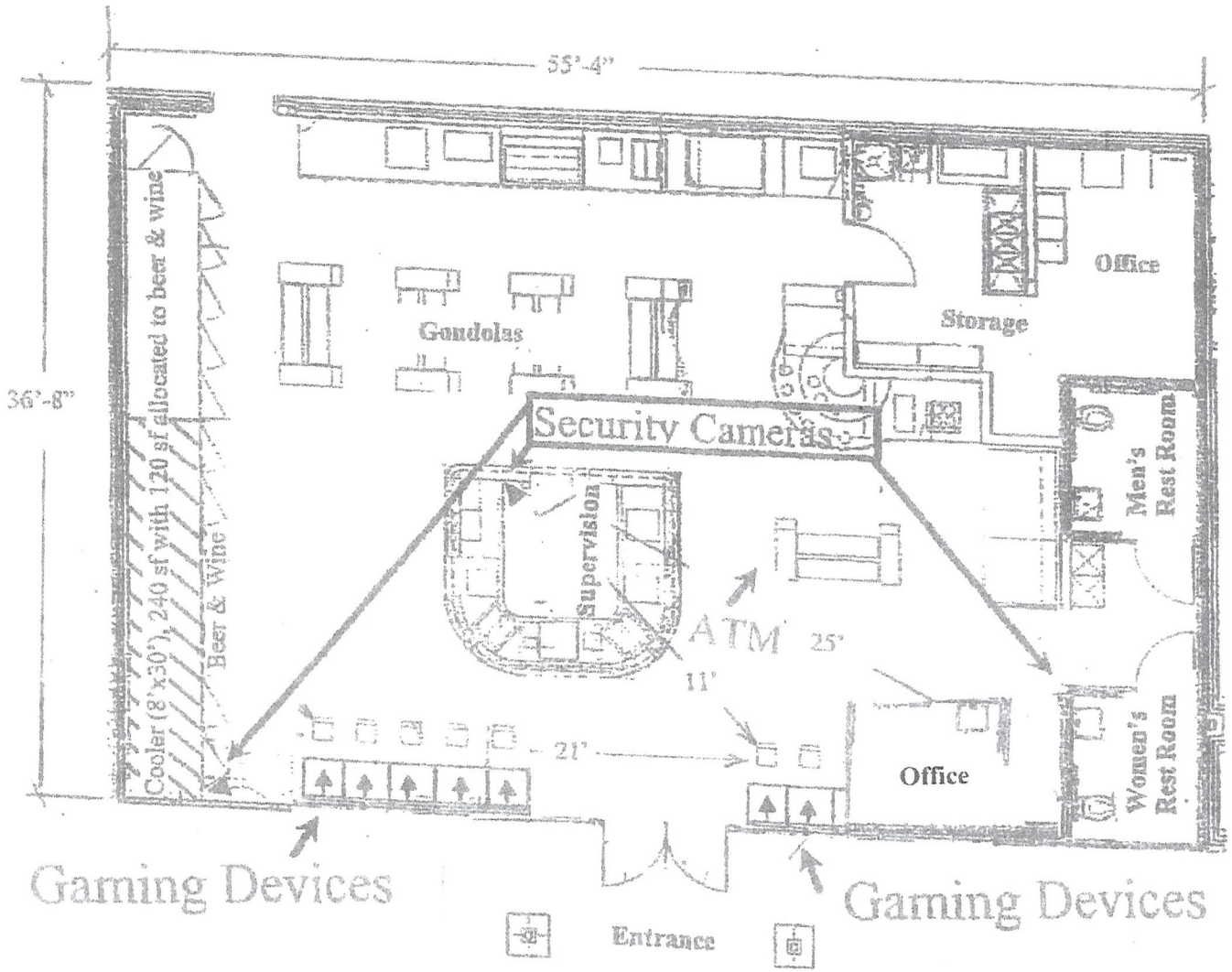

BONANZA ROAD
LAMB BOULEVARD
BASIS OF BEARINGS
(EX. C-STORE)
(2020 SF)
APN 140-32-101-014
LOT 1 FILE 116, PAGE 67
OF PARCEL MAPS
0.39 ACRES
16,901 SF
C-1
(EX. FUEL CANOPY)
APN 140-32-101-012
PARCEL 2-A
FILE 99, PAGE 88
OF PARCEL MAPS
5.39 ACRES
C-1
(NOT A PART)
APN 140-32-101-015
LOT 2
FILE 116, PAGE 67
OF PARCEL MAPS
1.67 ACRES
72,793 SF
C-1
(NOT A PART)
(EX. CVS PHARMACY)
(NOT A PART)
(EX. ALBERTSON'S STORE)
(NOT A PART)
SITE AREA:
PARKING SPACE DIMENSIONS:
PARKING REQUIREMENTS:
NOTES:
LEGAL DESCRIPTION
BASIS OF BEARINGS
LEGEND/ABBREVIATIONS
GRAPHIC SCALE
VICINITY MAP
PROJECT LOCATION
W E
Vegas Express Gas Mart #2
SEC LAMB & BONANZA
SITE PLAN
1150.01
SP
MAY 25 2011

ROC-41902



Vegas Express Gas Mart #2
4401 E. Bonanza Road
Las Vegas, NV 89110

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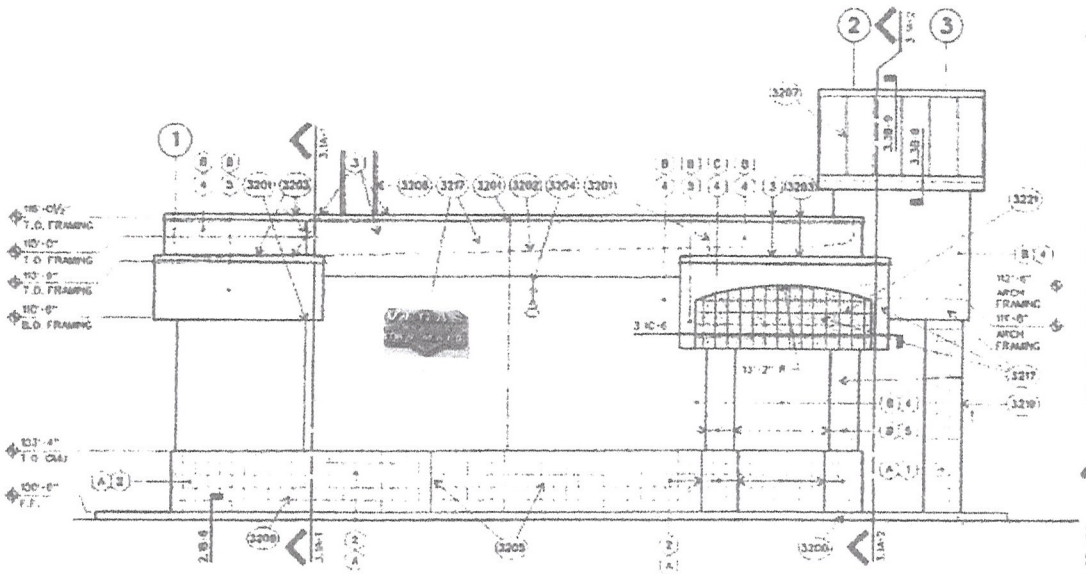
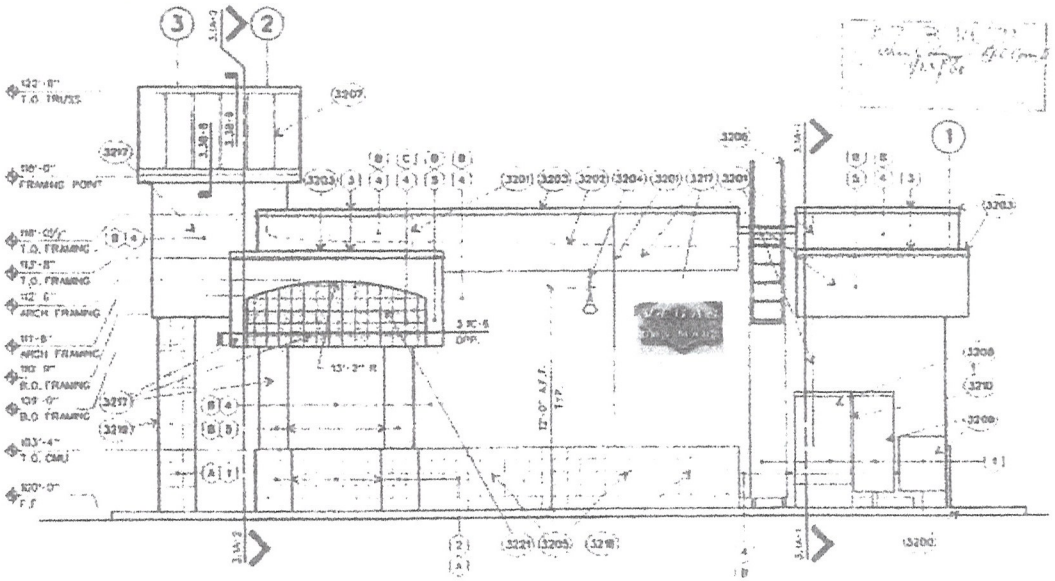
Scale: 1/8th inch = 1 foot
December 9, 2009
Maximum Occupancy 68

Total Area	2,032 sf
Storage	444 sf
Cooler	240 sf
Retail	1,348 sf

ROC-41902



1 LEFT ELEVATION
1/4" = 1'-0"
REF: 3.2A-1



3 SCHEDULE OF KEYED NOTES
REF: 3.2A & 3.2B

3200 CONC. CURB & WALK REF: 1.2C-1
3201 E.I.F.S. CONTROL JOINT TYP. REF: 3.1C-8
3202 ROOF LINE BEYOND
3203 GALVANIZED METAL COPING, PAINT, REF: 3.3A-1
3204 LIGHT FIXTURE REF: 7.1A-1 MOUNT CENTER OF WALL ESCUTCHEON AT 112'-0"
3205 SPLIT FACE CMU VENEER, PAINT, TYP REF: 3.2B-4
3206 ALUMINUM LADDER, PAINT, REF: 3.9D-4
3207 STANDING SEAM METAL ROOF, RE: 3.2B-4
3208 FUEL AND LIGHTING CONTROL CABINET W/ SPRAY, RE: 7.1A-1 & 7.2B-1, PAINT
3209 ELEC. PANEL, PAINT, RE: 3.2B-4
3210 INSTALL 20 GA. G.I. CLOSURE BETWEEN ELEC. CABINETS, REF: 3.3A-6
3211 SCUPPER, PAINT, TYP., RE: 3.2B-4 & 3.3B-4
3212 WALL VENT, RE: 3.1C-1
3213 EMERGENCY PUMP SHUTOFF, RE: 7.2A-1
3214 ALUMINUM STOREFRONT ENTRANCE, RE: 3.8A-2 & 3.8A-3
3215 OVERFILL ALARM HORN AND SHUTOFF SWITCH, RE: 7.2A-1
3216 SIGN BY OTHERS, PROVIDE BLOCKING
3217 INTEGRAL COLOR E.I.F.S. OVER #15 BUILDING FELT, RE: 3.2B-4
3218 WALL CONTROL JOINT, TYP., RE: 3.1C-5
3219 CMU COLUMN, PAINT, RE: 3.2B-4
3220 CANOPY ACCESS DOOR, RE: 3.1C-4
3221 E.I.F.S. SCORE JOINT AT 8" O.C. EA. WAY, RE: 3.1C-8

4 SCHEDULE OF EXTERIOR MATERIALS & FINISHES
REF: 3.2A & 3.2B

MATERIAL / FINISH

COLOR CODE SCHEDULE

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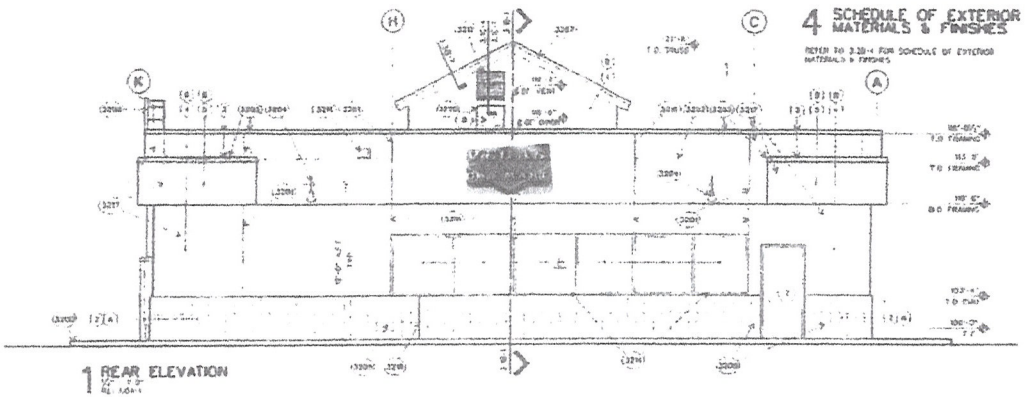
ROC-41902

3 SCHEDULE OF KEYED NOTES

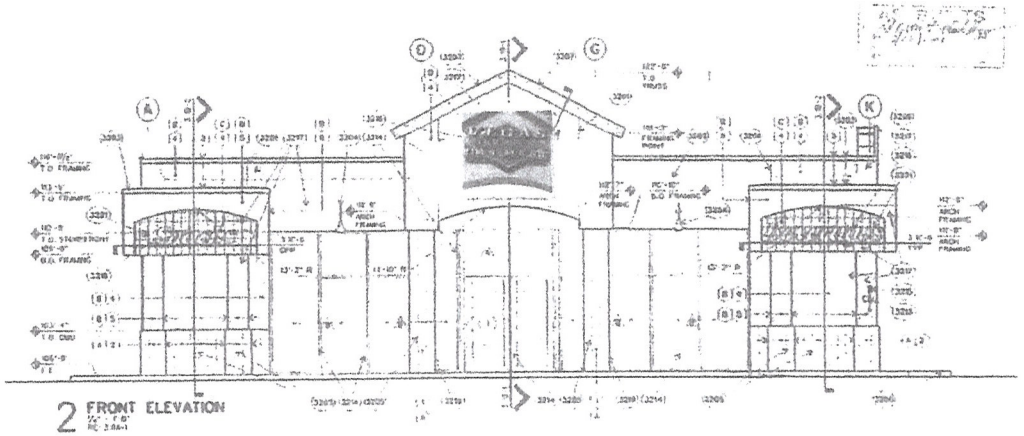
REFER TO 3.3A-3 FOR SCHEDULE OF KEYED NOTES

4 SCHEDULE OF EXTERIOR MATERIALS & FINISHES

REFER TO 3.3A-4 FOR SCHEDULE OF EXTERIOR MATERIALS & FINISHES



1 REAR ELEVATION



2 FRONT ELEVATION

MAY 25 2011

ROC-41902

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

March 10, 2010

Mr. Steve Glusker
PacProp Service, LLC
12100 Wilshire Blvd., Ste. 1025
Los Angeles, California 90025

RE: SUP-36779 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 17, 2010

Dear Mr. Glusker:

The City Council at a regular meeting held February 17, 2010 APPROVED the request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 2,032 SQUARE-FOOT CONVENIENCE STORE AND A WAIVER TO ALLOW A 120-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 4401 East Bonanza Road (APN 140-32-101-014), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 18, 2010. This approval is subject to:

Added Condition

A. There shall be a six-month review at City Council after the opening of the business.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Beer/Wine/Cooler Off-Sale use.

2. Approval of this Special Use Permit does not constitute approval of a liquor license.

3. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

4. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

5. 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.

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MAY 25 2011

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Fld-0044-08-09

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ROC-41902

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Department

cc: Mr. Bruce I. Familian
Nevada City Partners, LLC
4534 West Hacienda Avenue, Ste. A
Las Vegas, Nevada 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
300 South 4th Street, #1700
Las Vegas, Nevada 89101

RECEIVED
MAY 25 2011

JUSTIFICATION LETTER

May 23, 2011

ADDRESS: 4401 E Bonanza Rd Las Vegas NV 89110

BUSINESS: Vegas Express Gas Mart #2, LLC

OWNERS: Matt Ricciardella & Sabah Boles

RE: Special Use Permit (SUP-36779) Removal of condition #5

Since opening Vegas Express Gas Mart #2 (a gas station/convenience store) on March 10th 2010 we have had an overwhelming amount of our customers request for various brands of single beers/malt beverages that exceed 6% alcohol by volume. Per condition #5 on our special use permit our business is prohibited from selling single beers/malt beverages that exceeds 6% alcohol by volume. Therefore we would like to respectfully request from the City of Las Vegas Planning Commission that condition #5 be removed from SUP -36779. In these economic times it is crucial that we can service our customers by providing them with the products they desire. If not we will continue to lose our valuable customers to our competitors: Arco gas station/convenience store 551 N Lamb, Circle K gas station/convenience store 4380 E Bonanza Rd, CVS 4421 E Bonanza Rd, & Walgreens 4470 E Bonanza Rd, all whom are located on the intersection of Bonanza & Lamb and all whom are permitted to sell single beers/malt beverages that exceed 6% alcohol by volume. Thank You in advance for your consideration of this issue.

Sincerely,

Matt Ricciardell/owner

RECEIVED
MAY 25 2011

ROC-41902

City of Las Vegas Agenda Item No.: **85.**

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

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 16, 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.: **87.**

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

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