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: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STAVROS S. ANTHONY, MAYOR PRO TEM (Ward 4)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), BOB COFFIN (Ward 3)

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.

September 21, 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. ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF ORDER; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. INVOCATION – PASTOR ROBERT FOWLER, VICTORY MISSIONARY BAPTIST CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE EMPLOYEE OF THE MONTH

6. RECOGNITION OF THE SAFE ROUTES TO SCHOOL PROGRAM

7. RECOGNITION OF THE GARSIDE MIDDLE SCHOOL SYNCHRONIZED SWIM TEAM

DRAFT

8. RECOGNITION OF LAS VEGAS FIRE & RESCUE BATTALION CHIEF DONALD PARKER

9. RECOGNITION OF NATIONAL RECOVERY MONTH

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

10. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

BUSINESS ITEMS

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

12. For possible action to approve the Final Minutes by reference of the regular City Council meeting of September 7, 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.

BUILDING AND SAFETY - CONSENT

13. For possible action to approve an encroachment request from EVAPS, LLC, owner (400 South 7th Street) - Ward 3 (Coffin)

CITY CLERK - CONSENT

14. For possible action to approve the notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

FINANCE - CONSENT

15. For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

16. For possible action to reallocate $2,000,000 of Bond funding within the Capital Project Fund (CPF) from the Symphony Park Infrastructure project in the General CPF to the Performing Arts Center project (PAC) located at 474 South Grand Central Parkway, in the Parks and Leisure Activities CPF - Ward 5 (Barlow)

FINANCE - PURCHASING & CONTRACTS CONSENT

17. For possible action to approve award of Agreement No. 11.53541.01-LED, Owner-CMAR Agreement for Preconstruction Services located at the Water Pollution Control Facility, 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: MCCARTHY BUILDING COMPANIES, INC. ($982,400 - Sanitation Enterprise Fund) – County

18. For possible action to approve award of Modification No. 6 to Contract No. 050051-LW, Software, Support, Training and Professional Services - Department of Human Resources - Award recommended to: AON ESOLUTIONS, INC. ($50,000 - Liability Insurance and Property Damage Internal Service Fund and Employee Benefit Internal Service Fund)

DRAFT

19. For possible action to approve award of Contract No. 110174-PH, Outreach Coordinator Services for Nevada Retrofit Initiative - Office of Administrative Services - Award recommended to: PURDUE MARION AND ASSOCIATES CORPORATION ($425,000 - Multipurpose Special Revenue Fund)

20. For possible action to approve award of Agreement No. 120020-TF, Prime Design Services Agreement for Development Services Center Upgrades located at 333 North Rancho Drive - Department of Public Works - Award recommended to: JMA ARCHITECTS, INC. ($300,803 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

21. For possible action to approve Bid No. 11.1760.24-TB, Huntridge Phase 6 Street Rehabilitation located between Oakey Boulevard to the south, Charleston Boulevard to the north, Rexford Place to the west and Ninth Street to the east and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: TAND, INC. ($3,637,408.72 - Public Works Capital Projects Fund) - Ward 3 (Coffin)

22. For possible action to approve award of Agreement No. 120035-DC, Blanket Services Agreement for Construction Management, Material Testing, Special Inspections, Bidability & Constructability Reviews - Department of Public Works - Award recommended to: URS CORPORATION ($500,000 - Various Funds) - All Wards

INFORMATION TECHNOLOGIES - CONSENT

23. For possible action to approve the First Amendment to the Clark County and City of Las Vegas Geographic Information (GIS) Interlocal Contract which extends the expiration date to June 30, 2012 allowing the City continued access to the Southern Nevada GIS Central Repository ($15,000 – General Fund)

OPERATIONS AND MAINTENANCE - CONSENT

24. For possible action to approve a Lease Agreement between the City of Las Vegas and Nevada Garden Clubs, Inc. for the lease of real property and community center located at 3333 West Washington Avenue, Lorenzi Park - Ward 5 (Barlow)

25. For possible action to approve an Interlocal Contract for seed collection between the City of Las Vegas and the Nevada Division of Forestry located at Floyd Lamb Park, APN 125-04-301-005 - Ward 6 (Ross)

26. For possible action authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for a fire station on a portion of APN 126-02-402-005, on approximately 2.5 acres of land located in the vicinity of Kyle Canyon Road and Puli Drive ($100 - Real Estate/Rental of Land) - Ward 6 (Ross)

27. For possible action authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for a public park on a portion of APN 126-02-402-005, on approximately 12.5 acres of land located in the vicinity of Kyle Canyon Road and Puli Drive ($100 - Real Estate/Rental of Land) - Ward 6 (Ross)

PLANNING - BUSINESS SERVICES CONSENT

28. For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Chianti Restaurant & Wine LLC, To: Chronic Summerlin, LLC, dba Chronic Tacos, 1910 Village Center Circle, Suite 1, Jed Feller, Mgr; Red Canyon Holdings, LLC, 95% and Red Canyon Pro Trust, 5% - Ward 2 (Wolfson)

29. For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License, Family Food Mart IV, LLC, dba D Mini Mart, 1468 East Charleston Boulevard, Sarhad Shaba, Managing Mmbr, 100% - Ward 3 (Coffin)

30. For possible action to approve a Change of Ownership of a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Agusto Verastegui, To: J & M Management, LLC, dba Fremont Mini Mart, 1404 Fremont Street, Jack Shabo, Mgr, 100% - Ward 3 (Coffin)

31. For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Short Line Gaming, LLC, db at Fremont Mini Mart, 1404 Fremont Street, Duane L. Shields, Robert M. Morton II, and Ernest A. Becker IV - Ward 3 (Coffin)

32. For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Firefly Downtown, LLC, To: Run Plaza, LLC, dba Hash House A Go Go, 1 South Main Street, James Rees, Mmbr, Mgr, 38%; W. R. Underhill Family, LLC, 38%; and JSN Holdings, LLC, 24% - Ward 5 (Barlow)

DRAFT

33. For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: Dominic Laino, To: Downtown Sushi LLC, dba Island Sushi and Hawaiian Grill, 1 South Main Street, Terence Fong Managing Mmbr, 100% - Ward 5 (Barlow)

34. For possible action to approve a Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Lone Star Steakhouse & Saloon of Las Vegas Inc, To: Hawaiian Park Development, LLC, dba Joker's, 1631 North Decatur Boulevard, Elaine Watson, Mgr, 50% and James Watson, Mgr, 50% - Ward 5 (Barlow)

35. For possible action to approve a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Hawaiian Park Development, LLC, dba Joker's, 1631 North Decatur Boulevard, Elaine Watson, Mgr, 50% and James Watson, Mgr, 50% - Ward 5 (Barlow)

36. For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: 4127 Charleston, LLC (non-operational), To: SD Tenant, LLC, dba Skinny Dugan's, 4127 West Charleston Boulevard, Terry Caudill, Mgr; Terry L. Caudill Living Trust, Mmbr, 60%; and Ronald G. Penna and Sandra J. Penna Family Trust, Mmbr, 40% - Ward 1 (Tarkanian)

37. For possible action to approve an extension of a Temporary Non-restricted Limited Gaming License, SD Tenant, LLC, dba Skinny Dugan's, 4127 West Charleston Boulevard, Terry Caudill, Mgr; Terry L. Caudill Living Trust, Mmbr, 60%; and Ronald G. Penna and Sandra J. Penna Family Trust, Mmbr, 40% - Ward 1 (Tarkanian)

38. For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: RLB 1, LLC, To: Freeflow, LLC, dba The Swinger's Club, 1 South Main Street, Anthony Cools, Mmbr; Shane Young, Mmbr; and Keith Takaoka, Mmbr - Ward 5 (Barlow)

39. For possible action to approve an extension of a new Temporary Auctioneer License, Surplus Asset Management, dba SAM Auctions, 4111 West Clarendon Avenue, John Lines, Owner, 100% - Phoenix, AZ

40. For possible action to approve an extension of a Temporary Burglar Alarm Service License, 1Time Inc., dba 1Time Inc., 949 Empire Mesa Way, Vanessa Blunt, Owner, 100% - Henderson

41. For possible action to approve an extension of a new Temporary Locksmith License, Jon Gibson, dba The Locksmith Company of Las Vegas, 9012 Old River Avenue, Jon Gibson, Owner, 100% - Ward 6 (Ross)

42. For possible action to approve an extension of a new Temporary Massage Establishment License, Andrea Dempsey MD, PC, dba Andrea Dempsey MD, PC, 7170 Smoke Ranch Road, Suite 110, Andrea Dempsey, Pres, Secy Treas, Dir, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing medical firm - Andrea Dempsey MD, PC]

43. For possible action to approve an extension of a new Temporary Massage Establishment License, TPOTPO Company, dba Do Do Hair & Nail Spa, 1201 South Jones Boulevard, Suite 102, Mi Sook Cho, Pres, Dir, Treas, Secy, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing beauty salon – Do Do Hair & Nail Spa]

44. For possible action to approve an extension of a new Temporary Massage Establishment License, Just Face It, Inc., dba Just Face It, Inc., 8645 West Sahara Avenue, Martine Abbey, Pres, Dir, Treas, Secy, 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing cosmetology business – Just Face It, Inc.]

45. For possible action to approve an extension of a Temporary Massage Establishment License, LV Spa Venture VQR LLC, dba Ritual Salon & Spa, 440 South Rampart Boulevard, Suite 150, Jennifer Frederick, Managing Mmbr, 50% and Jeffrey Frederick, Managing Mmbr, 50% - Ward 2 (Wolfson)

46. For possible action to approve an extension of a Temporary Class I Secondhand Dealer License, Champion Recycling LLC, dba Champion Recycling, 3000 Meade Avenue, Lucretia Corral, Pres, 80% and Jason Randall, Dir, 20% - Ward 1 (Tarkanian)

47. For possible action to approve an extension of a Temporary Class II Secondhand Dealer License and a Pistol Permit, Bargain Pawn, Inc., dba Bargain Pawn, Inc., 1901 North Las Vegas Boulevard, George Bramlett, Pres, 50% and Donald Klein, Secy, 50% - North Las Vegas

DRAFT

48. For possible action to approve an extension of a Temporary Class II Secondhand Dealer License, Maryetta Brewer, dba House of Bargains, 2187 North Decatur Boulevard, Suite 100, Maryetta Brewer, Owner, 100% - Ward 5 (Barlow)

49. For possible action to approve a Change in Conditions on a Temporary Class II Secondhand Dealer License, Cash America, Inc., dba Super Pawn, 2041 North Jones Boulevard, Suites 102 - 104, Dennis Weese, Pres; John Linscott, Secy, Vice Pres; Austin Nettle, Treas, Vice Pres; Thomas Bessant Jr., Exec VP, CFO and David Clay, Sr. VP - Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

50. For possible action to approve a Supplemental Interlocal Contract No. 6 – 514f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $400,000 and to extend the project completion date to December 31, 2012 for the Casino Center / 3rd Street Realignment project – Ward 3 (Coffin)

51. For possible action to approve a Supplemental Interlocal Contract No. 1 – 672a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project for City of Las Vegas Bus Turnouts Project – Fiscal Year 2011 – Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

52. For possible action to approve an Amendment No. 1 to Highway Agreement No. P112-11-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to change the scope of work for slurry sealing and bike lane striping and to extend the completion date to December 31, 2013 for the Electric Bikes Program Street Improvements Project on Shadow Lane south of Alta Drive - Wards 3 and 5 (Coffin and Barlow)

53. For possible action to approve an Amendment No. 1 to the Highway Agreement No. P005-10-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to decrease project funding in the amount of $301,479 for the design and construction of the repaving of Rainbow Boulevard from Smoke Ranch Road to Gowan Road – Ward 4, 5 and 6 (Anthony, Barlow and Ross)

54. For possible action to approve an Amendment No. 1 to the Highway Agreement No. PR334-10-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to change the scope of the project, increase funding in the amount of $159,665 and extend the completion date to December 31, 2015 for the construction of landscaping improvements on D Street from Washington Avenue to Madison Avenue ($159,665 – Public Works Capital Project Fund [CPF]) – Ward 5 (Barlow)

55. For possible action to approve an Interlocal Contract LAS16L11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for engineering design of the Rancho Road System – Elkhorn, Fort Apache to Grand Canyon ($245,396 – Road and Flood Capital Project Fund [CPF]) – Ward 6 (Ross)

56. For possible action to approve a Design Initiation Agreement between the City of Las Vegas and Nevada Power Company d/b/a NV Energy for power upgrades for the Water Pollution Control Facility located at 6005 E. Vegas Valley Drive ($3,261,460 Sanitation Enterprise Fund [EF]) - County

57. For possible action to approve the distribution of funds to be returned by the Clean Water Coalition (CWC) to the Sanitary Enterprise Fund and to the sanitary sewer customers - All Wards

RESOLUTIONS - CONSENT

58. R-38-2011 - For possible action to approve a Resolution amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-III, 40 MPH Speed Limits, to change the speed limit on Durango Drive between Boseck Drive/Grandbank Drive and Westcliff Drive from 40 MPH to 35 MPH - Ward 2 (Wolfson)

DISCUSSION/ACTION ITEMS

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

59. Report for possible action regarding development projects currently under contract or negotiation, other projects, and to provide an overview of programs and initiatives - All Wards

DRAFT

PLANNING - BUSINESS SERVICES DISCUSSION

60. ABEYANCE ITEM - Discussion for possible action regarding a one year review of a Temporary Tavern Limited License, Las Palmas Entertainment, Inc., dba Azul Tequila Night Club, 115 North 7th Street, Francisco Lara, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

61. R-39-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) concerning an Interlocal Agreement between the City of Las Vegas and the City of Las Vegas Redevelopment Agency (RDA) for the RDA to provide funding for the reopening of F Street at I-15 ($2,500,000 - RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 (RA-6-2011)]

62. R-40-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and IKE Gaming, Inc., (Owner and CVIP Participant) located at 600 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 6 (RA-7-2011)]

63. R-41-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and Raymond Pistol (Owner) and Hostel Cat, Inc., (Tenant and CVIP Participant) located at 1236 South Las Vegas Boulevard, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 7 (RA-8-2011)]

BOARDS & COMMISSIONS - DISCUSSION

64. ABEYANCE ITEM – For Possible Action - SENIOR CITIZENS ADVISORY BOARD - Fran Drewrey - Term Expiration 6-2011

65. For Possible Action – SEWAGE AND WASTEWATER ADVISORY COMMITTEE (SWAC) – Terry Hughes (Retired)

66. For Possible Action - DEPARTMENT OF TRANSPORTATION REGIONAL ADVISORY COMMITTEE ON OVERSIZED AND OVERWEIGHT VEHICLES – Jorge Cervantes, Term Expires 10/3/2011

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

67. Bill No. 2011-34 - For Possible Action - Amends the City's noise regulations to revise the process by which construction-related activity may be permitted between the hours of six p.m. and seven a.m. under certain circumstances. Proposed by: Christopher Knight, Director of Building and Safety

68. Bill No. 2011-35 - For Possible Action - Authorizes under certain circumstances the use of metered parking without the need to activate the corresponding parking meter in the manner otherwise required. Sponsored by: Councilman Ricki Y. Barlow

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

CLOSED SESSION

69. Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

DRAFT

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

HEARINGS - DISCUSSION

71. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2210 East Bonanza Road for fees in the amount of $1,722.50 (General Fund) and assess a maximum of $41,250 in daily civil penalties. PROPERTY OWNER: BANK SOUTHWESTUSA - Ward 3 (Coffin)

72. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1614 East Ogden Avenue for fees in the amount of $3,940.25 (General Fund) and assess a maximum of $31,500 in daily civil penalties. PROPERTY OWNER: JOSE ZEPEDA - Ward 3 (Coffin)

73. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,868.94 (including interest) and civil penalties in the amount of $18,000 recorded against the property located at 224 West Baltimore Avenue. PROPERTY OWNER: JOHNCYN IRR BUSINESS TRUST ETAL - Ward 3 (Coffin)

74. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1209 Norman Avenue for fees in the amount of $2,801 (General Fund) and assess a maximum of $28,000 in daily civil penalties. PROPERTY OWNER: JACK D & KATHY E LAINO - Ward 3 (Coffin)

75. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4520 East Ogden Avenue for fees in the amount of $4,710 (General Fund) and assess a maximum of $31,000 in daily civil penalties. PROPERTY OWNER: ROSA I CASTRO DEANDRADE AND JOSE ANDRADE - Ward 3 (Coffin)

76. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 604 Kasper Avenue for fees in the amount of $3,569 (General Fund) and assess a maximum of $63,500 in daily civil penalties. PROPERTY OWNER: FLORA J REED AND LEON TURNER - Ward 5 (Barlow)

77. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5225 Pebble Beach Boulevard for fees in the amount of $2,444.50 (General Fund) and assess a maximum of $83,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ALAN M RYAN - Ward 5 (Barlow)

78. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,040.85 and civil penalties in the amount of $40,000 recorded against the property located at 3156 Mediterranean Drive. PROPERTY OWNER: FANNIE MAE C/O FED NATL MTGE ASSN - Ward 2 (Wolfson)

79. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1900 South 8th Street for fees in the amount of $2,116.75 (General Fund) and assess a maximum of $19,500 in daily civil penalties. PROPERTY OWNER: JANE MCALEVEY - Ward 3 (Coffin)

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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.

80. EOT-42756 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: NEVADA POWER (D.B.A. NV ENERGY) - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-34710) FOR AN EXPANSION OF AN EXISTING ELECTRIC UTILITY SUBSTATION at 10625 Moccasin Road (APNs 126-01-101-002 through 004, 016, and a portion of 126-01-201-016), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PLANNING - DISCUSSION

81. VAR-41297 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION - For possible action on a request for a Variance TO ALLOW A 12-FOOT HIGH CHAIN LINK FENCE WHERE EIGHT FEET IS MAXIMUM HEIGHT PERMITTED on 1.49 acres at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

82. SUP-41296 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-41297 - PUBLIC HEARING - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION - For possible action on a request for a Special Use Permit FOR A PROPOSED 85-FOOT HIGH WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPINE) at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

83. VAR-41321 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS - For possible action on a 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.

84. VAR-41903 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JJM PROPERTIES, LLC - For possible action on a request for a Variance TO ALLOW A TWO-FOOT SIDE YARD SETBACK FOR A PROPOSED 500 SQUARE-FOOT ATTACHED CARPORT WHERE 15 FEET IS REQUIRED on 0.80 acres at 815 Shetland Road (APN 139-32-802-016), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

85. VAR-42175 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHIRLEY RITZ TRUST - For possible action on a request for a Variance TO ALLOW A FOUR-FOOT REAR YARD SETBACK FOR A PRIMARY STRUCTURE WHERE 15 FEET IS REQUIRED, TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED IN THE FRONT YARD AREA WHERE SUCH IS NOT PERMITTED AND TO ALLOW A THREE-FOOT, SIX-INCH HIGH SOLID WALL WITH A THREE-FOOT, SIX-INCH WROUGHT IRON TOP WHERE FIVE FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE FRONT YARD on 0.20 acres at 2222 Ash Avenue (APN 139-35-713-035), R-1 (Single Family Residential) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

DRAFT

86. SUP-41927 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC. - For possible action on a request for a Major Amendment to a previously approved Special Use Permit (U-0073-85) TO ALLOW THE EXPANSION OF A CHURCH/HOUSE OF WORSHIP USE at the southwest corner of Madison Avenue and "E" Street (APNs 139-27-210-026 through 029), R-4 (High Density Residential) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

87. SDR-41925 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-41927 - PUBLIC HEARING - APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC. - For possible action on a request for a Site Development Plan Review FOR EXPANSION OF AN EXISTING PARKING LOT AND WAIVERS OF PERIMETER LANDSCAPE REQUIREMENTS TO ALLOW ZERO-FOOT BUFFERS ALONG THE NORTH AND EAST PERIMETERS WHERE 15 FEET IS REQUIRED AND A SIX-FOOT BUFFER ALONG THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED on 0.66 acres at the southwest corner of Madison Avenue and "E" Street (APNs 139-27-210-026 through 029), R-4 (High Density Residential) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

88. SUP-42262 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED 15,263 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL.

89. SUP-42264 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-42262 - PUBLIC HEARING - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,572 SQUARE-FOOT AUTO REPAIR GARAGE, MAJOR WITH WAIVERS TO ALLOW SERVICE BAYS TO FACE THE RIGHT-OF-WAY AND TO ALLOW VEHICLES TO BE PARKED ON THE PREMISES FOR THE PURPOSE OF OFFERING THE VEHICLES FOR SALE WHERE SUCH IS NOT ALLOWED at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL.

90. ROC-41851 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WEINGARTEN REALTY INVESTORS - OWNER: DECATUR 215, LLC - For possible action on a 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.

91. SDR-42728 - SITE DEVELOPMENT PLAN REVIEW - PUBIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: WESTLAND ENTERPRISES, LLC - For possible action on an Appeal filed from the denial by the Department of Planning on a request for a Minor Site Development Plan Review FOR THE CONVERSION OF A PREVIOUSLY APPROVED 14-FOOT BY 48-FOOT, 35-FOOT TALL OFF-PREMISE SIGN TO A DIGITAL DISPLAY UNIT (LED) (NORTH FACING SIDE ONLY) at 4510 North Tenaya Way (APN 138-03-601-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). Staff recommends DENIAL.

92. EOT-42429 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: STRATA VEGAS, LLC - For possible action on a request for an Extension of Time OF A NON-CONFORMING BEER/WINE/COOLER ON-SALE ESTABLISHMENT at 2411 East Bonanza Road (APN 139-26-801-001), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

93. EOT-42455 - EXTENSION OF TIME - NON-CONFORMING - PUBLIC HEARING - APPLICANT/OWNER: BECKER ENTERPRISES - For Possible action on a request for an Extension of Time OF A NON-CONFORMING TAVERN at 2400 North Buffalo Drive (APN 138-15-402-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

94. ROC-42775 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: FABULOUS FREDDY'S - OWNER: PKKL, LLC - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-15086) TO DELETE CONDITION NUMBER 4 THAT PROHIBITED THE SALE OF INDIVIDUAL SIZE CONTAINERS OF BEER, WINE COOLERS OR SCREW CAP WINE at 7155 Grand Montecito Parkway (APN 125-20-510-018), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends DENIAL.

DRAFT

95. DIR-42742 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For the possible action on a Required Review of an annual development report as required by Section 11.01 of the Howard Hughes Properties, Limited Partnership for the Summerlin West Area generally located west of the I-215 Beltway and north of Charleston Boulevard (APN multiple), Ward 2 (Wolfson). Staff recommends APPROVAL.

SET DATE

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

CITIZENS PARTICIPATION

97. 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

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

****

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

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

SUBJECT:
INVOCATION – PASTOR ROBERT FOWLER, VICTORY MISSIONARY BAPTIST CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SAFE ROUTES TO SCHOOL PROGRAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GARSIDE MIDDLE SCHOOL SYNCHRONIZED SWIM TEAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF LAS VEGAS FIRE & RESCUE BATTALION CHIEF DONALD PARKER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL RECOVERY MONTH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

SUBJECT:
PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn 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.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the regular City Council meeting of September 7, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an encroachment request from EVAPS, LLC, owner (400 South 7th Street) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for approximately 404 square feet of landscaping on the east side of 7th Street adjacent to the property. The landscaping shall consist of trees, shrubs, ground cover, and an irrigation system to comply with the Downtown Centennial Plan.

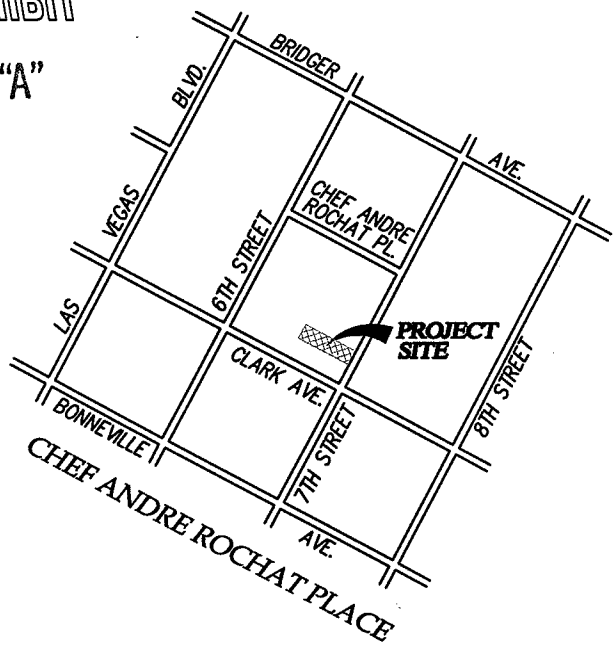
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

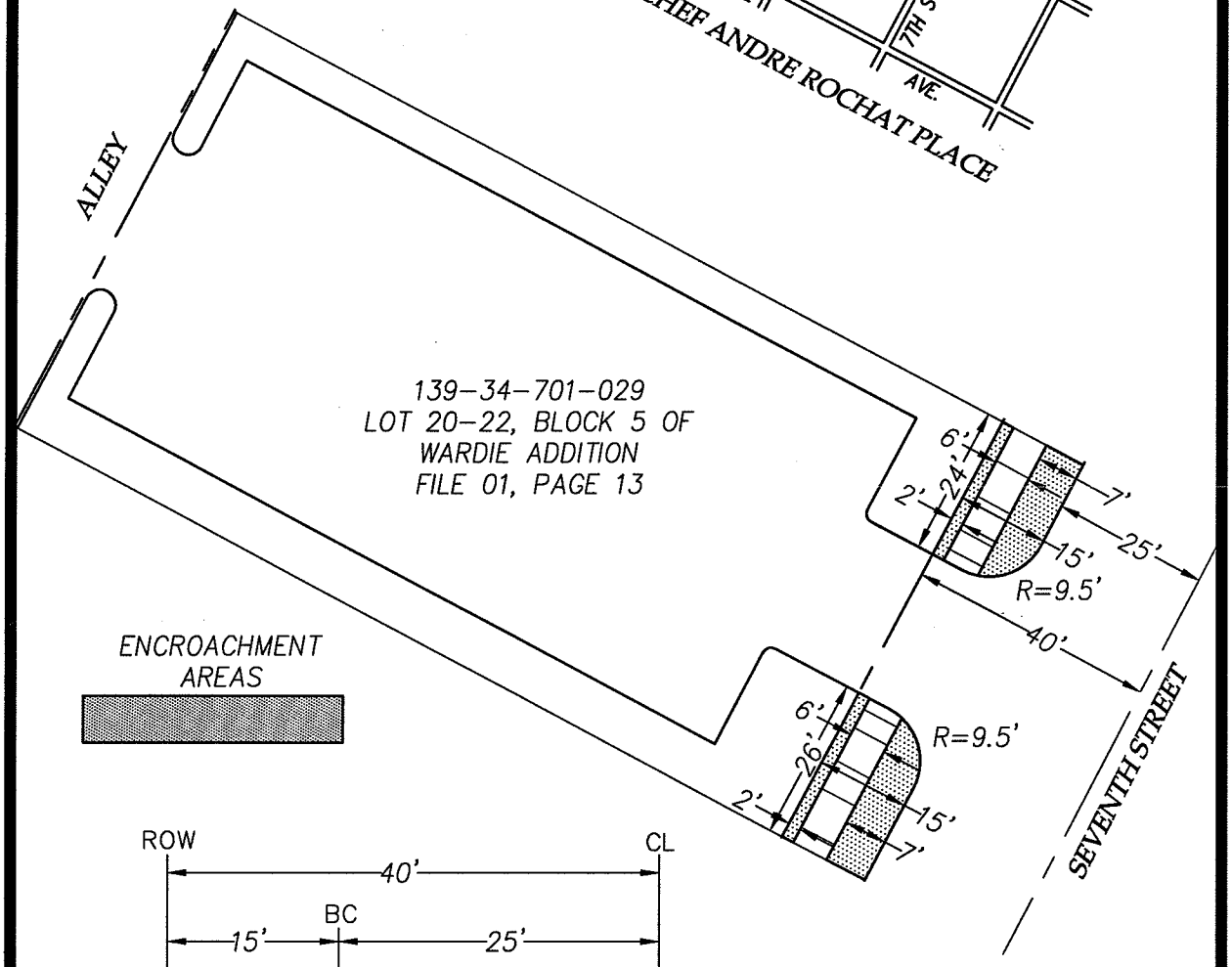
BACKUP DOCUMENTATION:
Exhibit A

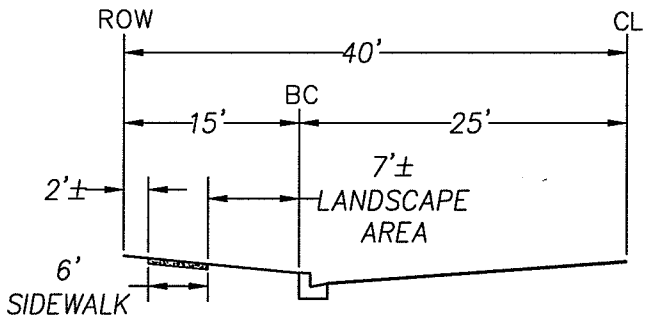
ENCROACHMENT EXHIBIT

EXHIBIT "A"

SCALE 1"=30'







TANEY ENGINEERING
6030 S. JONES BLVD. #100
LAS VEGAS, NV 89118
(702) 362-8844 FAX:(702) 362-5233

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve the notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada Community Redevelopment Law (NRS 279.454) requires any officer or employee of the City who participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he/she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest on the minutes of both the City Council and the Redevelopment Agency.

RECOMMENDATION:
By approving this notification, the Council acknowledges the names of those persons filing a Disclosure of Interest as indicated in Attachment B and that Attachment B is made part of the minutes of today's City Council Meeting.

BACKUP DOCUMENTATION:
1. Agenda Memo containing procedure used by the City Clerk for appropriate filings
2. Distribution List (Attachment A)
3. Completed Filings for those Persons with an Interest to Declare (Attachment B)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: City Clerk
ITEM DESCRIPTION: Report on Declarations of Interest in Redevelopment Areas

As noted on the Agenda Summary Page, the Nevada Community Redevelopment Law contains a provision (NRS 279.454) which requires any officer or employee of the City who in the course of their duties participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he or she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest.

This law further requires that said interest be disclosed to both the Redevelopment Agency and City Council and that this be entered upon the Minutes of both bodies.

Notification for disclosure was distributed to those City employees on the attached list with a disclosure form to be returned to the City Clerk if appropriate (Attachment A). It was the responsibility of the Department Directors to determine if their department fell under the jurisdiction of this section of NRS and if so, to have appropriate staff members also submit the disclosure form. Declaration forms are attached (Attachment B) only for those persons who had an interest to declare.

This is a duplicate item on both the City Council and Redevelopment Agency agendas.

DISCLOSURE OF INTEREST
REDEVELOPMENT AREA
CHECKLIST - 2011

DISTRIBUTION	DATE RECEIVED
Mayor Carolyn G. Goodman	08/11/11
Councilman Bob Coffin	08/09/11
Councilman Steve Wolfson	08/11/11
Councilwoman Lois Tarkanian	08/29/11
Councilman Steven D. Ross	08/15/11
Councilman Ricki Y. Barlow	08/10/11
Councilman Stavros Anthony	08/10/11
Elizabeth N. Fretwell, City Manager	08/09/11
Orlando Sanchez, Deputy City Manager	08/16/11
Mark Vincent, Chief Financial Officer	08/09/11
Scott D. Adams, Chief Urban Redevelopment Officer	08/09/11
Karen Coyne, Chief Officer, Public Safety	08/09/11
Brad Jerbic, City Attorney	08/10/11
Beverly K. Bridges, City Clerk	08/08/11
Stephen Harsin, Director, Parks & Recreation, Neighborhood Services	08/11/11
Jorge Cervantes, Director, Public Works	08/15/11
Candace Falder, Director, Finance	08/25/11
Mike Myers, Fire Chief, Fire Services	08/10/11
Ted Olivas, Director, Administrative Services	08/22/11
David Riggleman, Director, Communications	08/16/11
Dan Tarwater, Director, Human Resources	08/17/11
Flinn Fagg, Director, Planning	08/18/11
Bill Arent, Director, Office of Business Development	08/17/11
Christopher Knight, Director, Building & Safety	08/11/11
Michele Freeman, Director, Detention & Enforcement	08/16/11
Joseph Marcella, Director, Information Technologies	08/15/11
Radford Snelding, City Auditor	08/23/11
James P. Carmany, Court Administrator, Municipal Court	08/23/11
Larry Haugsness, Director, Operations & Maintenance	08/24/11
Planning Commission Members:	
Ric Truesdell	08/09/11
Vicki Quinn	
Byron Goynes	8/25/11
Trinity Schlottman	08/16/11
Glenn Trowbridge	08/15/11
Todd Moody	08/24/11
Others	
Thomas Burkart, Senior Economic Development Officer	08/17/11
Romeo Betea, Manager, Business Development	08/17/11
Susan Boniella, Management Analyst II, OBD	08/17/11
David Bratcher, Major Projects Development Manager	08/17/11
Rich Atkins, Redevelopment Officer, OBD	08/17/11
Scott Auyong, Senior Economic Development Officer OBD	08/17/11
Scott Carter, Redevelopment Officer, OBD	08/17/11

Shani Coleman, Senior Economic Development Officer, OBD	08/17/11
JoAnn Crolli, Business Specialist I, OBD	08/17/11
Darren Harris, Senior Economic Development Officer	08/17/11
Brenda Hughes, Senior Economic Development OBD	08/17/11
Debra Hume, Secretary OBD	08/17/11
June Johns, Senior Economic Development Officer, OBD	08/17/11
Mary Jane Porterfield, Senior Professional, OBD	08/17/11
Julie Quisenberry, Real Estate Specialist, OBD	08/17/11
Adrina Ramos-King, Economic Development Officer OBD	08/17/11
Diane Rodriquez, Professional, OBD	08/17/11
Margaret Smith, Administrative Secretary	08/17/11
Evelyn Valdez, Office Specialist II, OBD	08/17/11
Steven R. Van Gorp, Deputy Director, OBD	08/17/11
Judy Roos, Office Specialist II	08/17/11
Linda Hillard, Rec. Leader II	08/17/11
Rafiq Ali, EUD	08/17/11
Carol Bechwansky, EUD	08/17/11
Susan Boniella, EUD	08/17/11
Sarah Branson, EUD	08/17/11
John Candalino, EUD	08/17/11
Leonard Dixon, EUD	08/17/11
Allison Effner, EUD	08/17/11
Robert Everett, EUD	08/17/11
Patty Jacobs, EUD	08/17/11
Erik King, EUD	08/17/11
Rodney Lister, EUD	08/17/11
Sue Prescott, EUD	08/17/11
Gloria Sanchez, EUD	08/17/11
Lynn Smith, EUD	08/17/11
Brandy Stanley, EUD	08/17/11
Tim Whitright, EUD	08/17/11

DATE: August 8, 2011

TO: BEVERLY K. BRIDGES
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Trinity Haven Schlottman

Title: Planning Commissioner

Department: Planning

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that ***(please check)***

I DO ☑

I DO NOT ☐

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

RECEIVED
CITY CLERK
2011 AUG 16 A 11:57

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

Artifice, LLC - 1025 South First Street, Las Vegas, NV 89101
Residence - 211 Tower Street, LV, NV 89101
11th Street lofts - 1175. 11th Street, Fremont Street Lofts - 1980 E. Fremont

Description of Interest:

Owner & Operator of Artifice, LLC. - urban lounge.
Primary Residence and two loft projects that I construited and still manage.

Signature (Required) (Date) 08-16-11

common/forms/redevelopment area disclosure/2011/2011 RA Disclosure form.doc

DATE: August 8, 2011

RECEIVED
CITY CLERK
2011 AUG -9 P 4:17

TO: BEVERLY K. BRIDGES
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Richard W. Truesdell

Title: Planning Commissioner

Department:

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that ***(please check)***

I DO ☒

I DO NOT ☐

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

① 2200 Paradise Rd Shopping Center
② 2233 W. Blvd So Motel/Retail Bldg
③ NWC 4th + Colorado

Description of Interest:

① + ② Cornerstone Company own 28% Interest In the Properties my wife + I own Cornerstone
③ 3000 Vac lot owne By Cornerstone Co - Co. *

Signature (Required) (Date) 8-9-2011

common/forms/redevelopment area disclosure/2011/2011 RA Disclosure form.doc

* my wife + I own 100% of Cornerstone Co.

DATE: August 8, 2011

TO: BEVERLY K. BRIDGES
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: STEVE WOLFSON

Title: COUNCILMAN

Department: WARD 2

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that ***(please check)***

I DO [X]

I DO NOT [ ]

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

601 S. 7th STREET

Description of Interest:

OWN THE OFFICE BUILDING

RECEIVED
CITY CLERK
2011 AUG 11 A 11:03

Signature (Required) 8-9-11 **(Date)**

common/forms/redevelopment area disclosure/2011/2011 RA Disclosure form.doc

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $43,119,515.70
Funding Source: All Funds
Dept./Division: Finance Department

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

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 08/16/11 - 08/31/11

City of Las Vegas

Summary of Cash Expenditures

For period of 08/16/11 to 08/31/11

Total Services & Materials Checks :	**$12,703,306.93**
Total Services & Materials EFT Payments :	**$5,331,604.11**
Total Wire Transfers:	**$19,022,867.39**
Total Payroll Checks:	**$6,061,737.27**
Grand Total:	**$43,119,515.70**

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.

C Falder.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On September 21, 2011 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to reallocate $2,000,000 of Bond funding within the Capital Project Fund (CPF) from the Symphony Park Infrastructure project in the General CPF to the Performing Arts Center project (PAC) located at 474 South Grand Central Parkway, in the Parks and Leisure Activities CPF - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,000,000
Funding Source: General CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Public Works has determined that the portion of the Symphony Park Infrastructure project associated with the PAC is estimated to cost $2,000,000. The costs include temporary surface parking spaces and street improvements that are necessary infrastructure for the PAC to open on time.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 11.53541.01-LED, Owner-CMAR Agreement for Preconstruction Services located at the Water Pollution Control Facility, 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: MCCARTHY BUILDING COMPANIES, INC. ($982,400 - Sanitation Enterprise Fund) – County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $982,400
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This agreement provides for preconstruction services for wastewater treatment plant infrastructure replacement. The project will consist of new primary clarifiers, biological nutrient removal reactor complex, secondary clarifiers, pump stations, process air blowing building, electrical substation and side street nutrient removal treatment system.

PCC: T. Boyce
POC: Ray Seday - (702) 990-6707

RECOMMENDATION:
That City Council approve Contract No. 11.53541.01-LED, Owner-CMAR Agreement for Preconstruction Services to McCarthy Building Companies, Inc. in the amount of $982,400. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 11.53541.01-LED

OWNER-CMAR AGREEMENT FOR PRECONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "Owner") and McCarthy Building Companies, Inc., (herein the "CMAR"). The Owner and the CMAR are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Owner intends to construct the Water Pollution Control Facility Infrastructure Replacement (herein the "Project"); and

WHEREAS, the Owner desires to retain the CMAR who will be responsible for providing services hereinafter set forth below; and

WHEREAS, the CMAR is properly licensed pursuant to NRS Chapter 624 within the State of Nevada, 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:

SECTION ONE
CMAR RESPONSIBILITIES

1.01 ***Description of CMAR Services.*** For the compensation set forth in Section Seven, the CMAR hereby agrees to perform the preconstruction services set forth in Exhibit "A" (Scope of Services). The Owner at its sole option may request any or all of the additional preconstruction services set forth in Exhibit "B" ("Additional Preconstruction Services")

1.02 ***Designation of CMAR Representative.*** The CMAR representative is the individual identified in Exhibit "F" (Key Personnel List for Preconstruction Services) (the "CMAR Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement may be performed by the personnel identified in Exhibit "F" (Key Personnel List for Preconstruction Services) provided that such associates, employees, and subcontractors perform under the personal supervision of the CMAR Representative.

If any personnel or subcontractors who are expected to provide the services required under this Agreement are objectionable to the Owner for any reason, the CMAR shall, without additional compensation, replace such personnel and subcontractors with personnel and subcontractors acceptable to the Owner.

If the CMAR personnel or subcontractors are unable to complete their responsibilities for any reason under this Agreement, or the CMAR desires for any reason to substitute personnel or subconsultant assigned to the Project, the CMAR agrees to obtain the approval of the Owner for any personnel or subconsultant substitution. The Owner shall not unreasonably withhold approval unless the Owner determines the substitution is not in the best interest of the Owner or the Project.

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

1.03 ***Correspondence Review.*** The CMAR shall promptly furnish the Owner's Representative copies of each correspondence, if any, sent to the Architect or any other consultant involved with the Project, and to any regulatory agencies.

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

SECTION TWO
OWNER RESPONSIBILITIES

2.01 ***Project Manager.*** The Director of Public Works shall designate a Project Manager who will function as the Owner's Representative with respect to this Agreement. The Owner Representative shall have authority to define the Owner's policies with respect to the services of the CMAR. However, the Owner Representative is not authorized to change or waive any of the provisions set forth in this Agreement.

2.02 ***Access to Records.*** The Owner shall, without charge, furnish a copy to, or make available for examination or use by, the CMAR, as it may request, any documents and data which the Owner 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 Owner shall assist the CMAR in obtaining data and documents from public agencies and from private citizens and business firms whenever the Owner determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE
CHANGES TO CMAR SERVICES

3.01 ***Requested Changes.*** The Owner may at any time, by written order, make changes in the services to be performed by the CMAR under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the Owner 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 CMAR 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 as a fee dispute within thirty (30) days from the date of receipt by the CMAR of written notification of the change, unless the Owner grants in writing an extension. Failure to assert the claim within the time allowed herein shall constitute a waiver of all rights to seek any equitable adjustment in compensation with respect to that change. Upon final payment to the CMAR, the CMAR waives all rights to seek adjustment in compensation with respect to Project services, expenses, claims and changes.

SECTION FOUR
ADDITIONAL PRECONSTRUCTION SERVICES OF CMAR

4.01 ***Additional Preconstruction Services.*** The CMAR shall provide the additional preconstruction services described under Exhibit "B" (Additional Preconstruction Services) if, and only if, so requested in writing by the Owner. Payment for the additional preconstruction services will be made to the CMAR in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The CMAR shall notify in writing the Owner 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 CMAR under this Agreement.

SECTION FIVE
SUBCONTRACTOR AGREEMENT

5.01 ***Subcontractor Provisions.*** If, with the approval of the Owner as required pursuant to Section 10.07 the CMAR enters into an agreement with a subcontractor for the performance of any of its obligations under this Agreement, the following provisions shall be included in each subcontractor agreement:

(i) The CMAR agrees to pay the subcontractor when paid by the Owner for that portion of the services provided to the Owner and that no liability arises on the part of the CMAR for payment of the

subcontractor services until payment has been made by the Owner. If the Owner has paid the CMAR for the subcontractor services, the subcontractor's only recourse is against the CMAR and not against the Owner, either through the institution of legal or equitable action or the attachment of any lien.

(ii) The subcontractor shall have no more rights against the Owner than that of the CMAR.

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

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the Owner (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. 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 Preconstruction Services.*** The Owner will pay the firm fixed amount of $982,400. Payment will be made upon completion of each task as specified in Attachment "D" (Preconstruction Services Payment Schedule).

7.02 ***Compensation: Additional Preconstruction Services.*** For any services not set forth in Exhibit "A" (Scope of Services), the Owner shall pay to the CMAR either a lump sum fee, or an hourly fee based upon the hourly fee schedule set forth in Exhibit "E" (Additional Preconstruction Services Compensation), whichever is agreed to by the parties, provided prior written approval for such services is given by the Owner's Purchasing & Contracts Manager.

7.03 ***Compensation: Reimbursable Expenses.*** The CMAR agrees that all direct and indirect expenses are included in the fixed fee for the Basic Services and the agreed upon compensation for any Additional Preconstruction Services, except as may be specifically allowed in Exhibit "E" (Additional Preconstruction Services Compensation).

7.04 ***Invoice.*** The CMAR may submit an invoice for payment of the fixed fee set forth in Exhibit "D" (Preconstruction Services Payment Schedule) based on the manner or method of payment set forth in Section 7.01 of this Agreement. The Owner's Representative will notify the CMAR of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the Owner's Representative within the aforementioned period of time, the CMAR may expect payment within a period of forty-five (45) days from the date of receipt by the Owner. If payment has not been received within the forty-five (45) days, the CMAR agrees to contact the Owner's Representative to resolve any problem for the delay. If the resolution of the delay is not satisfactory to the CMAR, the CMAR may submit a claim pursuant to Section 10.20A.

7.05 ***Right to Off-Set.*** The Owner's Representative may subtract or offset from any unpaid invoice from the CMAR any claims which the Owner may have for failure of the CMAR 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 CMAR 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 CMAR. The Owner's Representative shall provide a written statement to the CMAR of the off-set which has been subtracted from any payment to the CMAR along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the CMAR. If the CMAR disputes the right or amount of the off-set made by the Owner, the CMAR 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 Owner (which acceptance will not be unreasonably withheld), the CMAR will, within sixty (60) days of the Owner's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PRECONSTRUCTION SERVICES PERFORMANCE SCHEDULE

8.01 ***Preconstruction Services Performance Schedule.*** The CMAR shall perform and complete the services required under this Agreement according to the schedule ("Preconstruction Services Performance Schedule") set forth in Exhibit "C". If the performance of services is delayed in the time period as outlined in Exhibit "C", the CMAR shall notify the Owner's Representative in writing of the reasons for the delay and include a plan which brings the CMAR performance into compliance with the Preconstruction Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

9.02 ***Disclosure.*** The CMAR 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 CMAR.

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 CMAR 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 Owner may suspend, without cause, the performance by the CMAR under this Agreement for such period of time as the Owner, in its sole discretion, may prescribe by providing written notice to the CMAR. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the Owner shall pay to the CMAR the reasonable value for the services performed as of the effective date of suspension less all previous payments. The CMAR shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the Owner. In no event shall the Owner be liable to the CMAR 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 Owner, 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 CMAR and:

(i) the CMAR was not a contributing cause for the suspension,
(ii) the CMAR has not received an equitable adjustment under another provision of this Agreement, and
(iii) the CMAR could not mitigated the increase in the performance cost, then the CMAR unpaid fee shall be reviewed by the Owner and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02 ***Termination for Convenience.*** The Owner reserves the right to terminate this Agreement without cause

or default on the part of the CMAR with ten (10) days' prior written notification to the CMAR. Notification of the CMAR is deemed to have occurred on the date that the Owner either:

(i) faxes a copy of the notice to the CMAR to the fax number provided in the Section entitled "Notice" of the Agreement, or
(ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement.
(iii) In the event of termination, without cause or default, the Owner agrees to pay to the CMAR the reasonable value for the services performed as of the date that notification of termination is received by the CMAR. In no event shall the Owner be liable to the CMAR for services in excess of the percentage completed at the time of termination.

10.03 *Termination for Cause.*

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the CMAR hereunder (herein "Event of Default"):

(i) the CMAR defaults in the due observance and performance of any term, condition or covenant contained in this Agreement;
(ii) the CMAR (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the CMAR 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 CMAR for the purpose of effecting any of the foregoing;
(iii) any warrant, execution or other writ is issued or levied upon any property or assets of the CMAR and continues unvacated and in effect for a period of thirty (30) days; or
(iv) the CMAR, in the judgment of the Owner, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement; and
(v) the default is continuing five (5) days after written notice is given to the CMAR pursuant to Section 10.18.

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

(i) Terminate this Agreement, suspend payment of all pending invoices otherwise due to the CMAR hereunder, and finish this Agreement by such means as deemed appropriate by the Owner, reserving the right to deduct from any balance due CMAR the cost of completing this Agreement. In the event the cost of finishing the CMAR performance of this Agreement exceeds the balance due the CMAR, the excess shall be paid by the CMAR to the Owner within five (5) days of invoicing by the Owner, or
(ii) Terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the CMAR except for the reasonable value for the services performed to the date of termination.

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

10.04 *Ownership of Documents.*

A. Except for Consultants and subconsultants regulated under NRS Chapter 623, any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) prepared or assembled by the CMAR or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the Owner. In the event of completion or termination of this Agreement, the Owner reserves the right to require delivery of any and all test results, evaluations, reports, plans, drawings, specifications, studies and other documents (including magnetic or electronic media) not in its possession. The CMAR shall be entitled to retain a reproducible copy of such test results, evaluations, reports, plans, drawings, specifications, studies and other documents furnished to the Owner.

B. The test results, evaluating reports, plans, drawings, specifications, studies or other documents (including magnetic or electronic media) which are given, prepared or assembled by the CMAR or subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the

Owner. Except for marketing pamphlets and submittals to clients, the CMAR shall not publish, submit for publication, or publicly display the Project without the written consent of the Owner.

10.05 ***Insurance.*** The CMAR shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

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

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

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

D. **Acceptable Insurance Company.** The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

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

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required herein shall be provided to the Owner if so requested.

F. **Additional Insured**. The City, its Mayor and Councilmen, officers, employees, and agents shall be named as additional insured and such notation shall appear on the certificate of insurance furnished by the CMAR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

G. **Premiums, Deductibles and Self-Insured Retentions.** The CMAR shall be responsible for payment of premiums for all of the insurance coverages required under this Section 10. The CMAR further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the CMAR is responsible hereunder, the CMAR shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $750,000 in the Contractor insurance must be declared and approved by Owner.

H. **Cancellation or Modification of Coverage.** Each insurance policy supplied by the CMAR shall automatically include or be endorsed to cover the CMAR contractual liability to the Owner under this Agreement, to waive subrogation against the Owner, its officers, agents, servants and employees, and to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein. If the CMAR fails to carry the required insurance, the Owner may (i) order the CMAR to stop further performance hereunder, declare the CMAR in breach, pursuant to Paragraph 10.03, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the CMAR or charge the replacement insurance costs back to the CMAR.

I. **Renewal Policies.** The CMAR 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.

J. **No Recourse.** There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the CMAR under this Section 10.

K. **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 CMAR shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The CMAR shall provide the Owner annually a Certificate of Insurance as evidence of such insurance.

L. **Waiver of Subrogation.** The CMAR shall also provide a waiver of subrogation for the General Liability, Automobile and Workman's Compensation Policies. **This waiver must be given by endorsement.**

M. **Subcontractor or Subconsultant.** Any subcontractor or subconsultant approved by the Owner shall be required to procure, maintain and submit proof of insurance to ITS of the same insurance requirements as specified above, and as required in this paragraph.

N. **Additional Insurance.** The CMAR is encouraged to purchase any additional insurance as it deems necessary.

O. **Remedy of Outstanding items.** The CMAR is required to remedy all injuries to persons and damage or loss to any property of the Owner, caused in whole or in part by the CMAR, its subcontractors or anyone employed, directed or supervised by the CMAR.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the CMAR 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 CMAR, its employees, subcontractors, agents or anyone employed the CMAR's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the CMAR 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 CMAR, its employees, subcontractors or agents, for and against which the CMAR 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 CMAR of its obligation of indemnification set

forth herein. If the CMAR or the CMAR'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 CMAR is adjudicated by the trier of fact to be liable, the CMAR 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 CMAR.
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 CMAR, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The Owner and the CMAR 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 CMAR shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the Owner. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

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 Owner or the failure of the Owner to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the CMAR of any of its obligations hereunder.

10.09 ***CMAR Warranties.*** The CMAR hereby represents and warrants:

(i) That 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 State of Nevada.

(ii) That 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) That 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.

10.10 ***CMAR Employees.*** The CMAR 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 CMAR fails to remove any employee from the Work of this Agreement whom the Owner deems incompetent, careless or insubordinate, or whose continued employment on the Work is deemed by the Owner to be contrary to the public interest, the Owner 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 CMAR and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the Owner.

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 CMAR 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 CMAR shall treat the information relating to the Project, which has been produced

by the CMAR or provided by the Owner, as confidential and proprietary information of the Owner and shall not permit its release to other parties or make any public announcement or publicity release without the Owner's written authorization. The CMAR shall also require each subcontractor to comply with this requirement.

10.16 ***Site Inspection.*** The CMAR represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the CMAR 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 below provided confirmation of transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed as follows:

CITY: Manager, Purchasing & Contracts
City Hall, 1st Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

and

Director of Public Works
Development Service Center
333 N. Rancho DriveLas Vegas, NV 89106

CMAR: McCarthy Building Companies, Inc.
Randy Highland
2340 Corporate Circle, Suite 125
Henderson, Nevada 89074

10.19 ***Prohibition Against Contingent Fees.*** The CMAR 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 Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the CMAR, 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 CMAR has against or with the Owner, notice thereof must be submitted in writing to the Owner's 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 CMAR. The Owner's Representative and the CMAR Representative shall meet within a reasonable time after receipt of the written notice in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. The purpose of written notification is to place the Owner 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 CMAR from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the CMAR shall have no further recourse against the Owner.

B. ***Resolution by Management.*** Any claim or dispute described in Section 10.20A of this Agreement which is not disposed of by mutual agreement between the Owner's Representative and the CMAR Representative shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the CMAR. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the CMAR receives its copy of such decision, the CMAR 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. Pending the final decision on the claim or dispute under this Section 10.20B or Section 10.20C, the CMAR shall proceed diligently

with the performance of this Agreement.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.20B, the Owner and the CMAR shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such 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 Owner for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final and conclusive. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. Any decisions resulting from the arbitration shall be binding 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 Owner or the CMAR. 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 Owner is named as a party to any arbitration, or the Owner commences an arbitration against a party other than the CMAR, which action arises out of, results from or is connected with the construction of the Project or the performance of the CMAR services hereunder, the CMAR agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The consent to be included as part of the arbitration includes the consent that any decision resulting therefrom shall be binding and enforceable against the Parties thereto under the laws of the State of Nevada. None of the time provisions imposed under Section 10.20 A shall apply to the joinder rights provided herein in such a way as to preclude the Owner from joining the CMAR as a party to the arbitration proceeding which the Owner commences or is named as a party thereto.

If the CMAR is named as an additional party by the Owner, the CMAR shall not be entitled to any additional compensation from the Owner 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.*** By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The notice of arbitration shall be tolled from the date written request for mediation is received by either party from the other party through the date that the mediation request is either rejected, or the mediation is completed.

I. The laws of the State of Nevada shall govern this Agreement and the venue for purposes of such arbitration shall be in the City.

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

Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes

known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

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

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

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

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

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

10.25 ***Exhibits.***

The following attachments and exhibits are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Disclosure of Ownership	8/21/2011	2
Exhibit A	Scope of Services	8/29/2011	24
Exhibit B	Additional Preconstruction Services	8/29/2011	4
Exhibit C	Preconstruction Services Performance Schedule	8/29/2011	1
Exhibit D	Preconstruction Services Payment Schedule	8/26/2011	17
Exhibit E	Additional Preconstruction Services Compensation	8/26/2011	7
Exhibit F	Key Personnel List for Preconstruction Services	8/29/2011	1
Exhibit G	Fee Structure Proposal for Construction Services	8/26/2011	3

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 9/1/11
Deputy City Attorney Date

CMAR

RAY SEDAY, Executive Vice President

"CMAR"

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
McCarthy Building Companies, Inc.
2340 Corporate Circle, Ste 125
702/990-6707
DUNS 00-195-1375

Block 2 Description
WPCF INFRASTRUCTURE REPLACEMENT PRECONSTRUCTION SERVICES
Contract No. 11.53541.01-LED

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.	Greatbanc Trust Company – As trustee for the McCarthy Employee Stock Ownership Plan	801 Warrenville Road Suite 500 Lisle, IL 60532	630-810-4525
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Raymond Sedey

August 26, 2011

Subscribed and sworn to before me this 26th day of August, 2011

_____
Notary Public

KARIE LAWSON
Notary Public-State of Nevada
APPT. NO. 06-105710-1
My App. Expires May 10, 2014

Project Description

This Scope of Services describes the tasks to be provided by McCarthy Building Companies, Inc. (CMAR Contractor) for construction manager at risk services during the preconstruction process of the PROJECT. The PROJECT generally consists of design and subsequent construction of two new BNR process trains, each with a capacity of 15 mgd, in the northwest corner of the WPCF site. Key components of the PROJECT are anticipated to include:

- Bypass Piping around the Headworks Facility
- Primary Clarifiers
- Primary Effluent Pump Station
- BNR Basins using the UTC and A20 Processes
- Secondary Clarifiers
- Blower Building and Aeration System
- Gravity Thickeners
- Odor Control System
- TWAS Storage and Thickening Facility Modifications
- Associated Piping and Appurtenances

1. Project Kick-Off Meeting

A Project Kick-Off Meeting will be held with the OWNER and CONSULTANT. At this meeting, details contained within the Project Execution Plan will be presented and discussed. The overall schedule will be reviewed. If necessary, the Project Execution Plan will be revised to reflect input received at the meeting. Meeting minutes will be prepared and distributed to attendees.

TASK 1 DELIVERABLES to be provided to OWNER
Meeting Minutes
Input on Project Execution

2. 10% Preliminary Design

2.1. Review Draft Preliminary Design Report

CMAR Contractor will review the PDR and associated documentation to create a baseline for the cost model and prepare for initial Design workshops.

TASK 2 DELIVERABLES to be provided to OWNER
Cost Model Questionnaire
Construction related comments to the PDR

3. General Preconstruction Services

3.1. Solicit Partnering Facilitator

CMAR Contractor will solicit and hire a Partnering Facilitator for the PROJECT team. CMAR will ensure the facilitator is not an employee of the CMAR, CONSULTANT or the OWNER. The facilitator will be available for an initial meeting.

3.2 Initial Partnering Workshop

CMAR Contractor will attend an initial partnering workshop to be held with the CONSULTANT and the OWNER.

3.3. Project Team Meetings

CMAR Contractor will attend routine progress meetings with the OWNER and the CONSULTANT. The CMAR Contractor will also attend other meetings as may be required to review particular issues. For the purposes of preparing the initial and subsequent cost models, managing the Dynamic estimating process with its deliverables, and providing on-going cost trending and constructability input, it is assumed that meetings will be held bi-weekly (every other week) for the duration of the preconstruction process.

3.4. Team Meetings with Other Contractors & Current Projects

CMAR Contractor will participate in meetings with the OWNER, CONSULTANT and Contractors & Designers of other projects expected to be in progress during the design and construction of this PROJECT. A total of 160 Hours have been allotted for this task.

3.5. Trend Log Development and Updates

CMAR Contractor will maintain a Trend Log for the PROJECT. The Trend Log will track proposed program or design changes, alternate system cost evaluations, OWNER requested changes, value analysis and constructability changes. This log will be continuously updated throughout the preconstruction process allowing the CMAR, OWNER and CONSULTANTS to manage the construction budget between cost model milestone updates.

3.6. Permit Submission Assistance

CMAR Contractor will assist the OWNER and CONSULTANTS with constructability related information being submitted to the various agencies.

3.7. Construction Market Survey Report

CMAR Contractor will provide market survey reports within 60 days of contract award and will update at 60% and 90% design document stages. This will be made available to the OWNER for review of the current market trends. This tool will help with making decisions as to when the best time is to buy process equipment and long lead materials.

3.8. Design Workshop meetings with CONSULTANT weekly in-house

CMAR Contractor will attend the CONSULTANT's weekly in-house meetings providing cost and constructability input as the design progresses. For purposes of estimating cost, these meetings will be held weekly throughout the preconstruction process.

3.9. Develop and Update Construction Management Plan

The Construction Management Plan is a summary document provided to the management team including the Owner, Engineer, and CMAR personnel that includes the deliverables associated with the preconstruction process. The plan would be updated at intervals agreed to with the team, potentially at design/cost model milestone dates. This report would also detail revisions and updates from the original submission.

Documents that could be included in this plan include:

- Safety Plan

- Site Specific Quality Control Plan
- Trend Log
- Pot Holing Log
- Site Logistics Plan
- Subcontracting Plan
- Procurement Plan
- Design Phase Schedule
- Construction Schedule
- Constructability Report
- Value Analysis Report
- MOPO Log

TASK 3 DELIVERABLES to be provided to OWNER

Partnering Meeting Minutes
Meeting Minutes
Trend Log Updates
Construction Market Survey Report
Construction Management Plan

4. Field Investigation

4.1. Surface Exploration

CMAR Contractor will provide surface investigations verifying locations of landmarks, buildings, control points, utility locations obstructions and obstacles that may be encountered during construction. A Surface Investigation Report of the findings will be provided to the OWNER and CONSULTANT of any conflicts or other concerns in relation to the proposed design.

4.2. Review Geotechnical Design Report

CMAR Contractor will review the geotechnical design report for the PROJECT, provided by the CONSULTANT. A Geotechnical Review Report of the findings will be provided to the OWNER and CONSULTANT outlining construction related opportunities or conflicts.

4.3. Review Corrosion Report

CMAR Contractor will review the corrosion report for the PROJECT, provided by the CONSULTANT. A Corrosion Review Report outlining construction related opportunities or conflicts will be provided to the OWNER.

4.4. Review TOPO and Survey Control Plan

CMAR Contractor will review the TOPO and survey control plan for the PROJECT, provided by the CONSULTANT. This will include verification in relation to the existing site.

4.5. MOPO Plan Development

Every outage, utility tie-in, and structure modification will be identified in a MOPO log to establish a review agenda. A MOPO team will be created to include participation from the

Owner, Engineer and CMAR Contractor to generate a comprehensive work plan for each activity identified on the log.

4.6. Site Logistics Plan

CMAR Contractor to develop and update a site logistics plan which defines construction delivery points, staging areas, trailer compound location, construction worker parking and temporary entrances or exits, ensuring minimal disruption to the OWNER and existing facility.

TASK 4 DELIVERABLES to be provided to OWNER

Surface Investigation Report
Geotechnical Review Report
Corrosion Review Report
MOPO Plan
Site Logistics Plan

5. Assist in Life Cycle Cost Analysis

5.1. Life Cycle Information Required from Vendors & Subcontractors

CMAR Contractor will provide analysis and review of documents, necessary to solicit information from vendors and suppliers for the PROJECT. This will include organizing of information provided by the CONSULTANT and OWNER in regards to the design requirements. This information will be assembled in packages in preparation for solicitation of the necessary information from vendors and suppliers.

5.2. Solicit Information from Vendors & Suppliers

CMAR Contractor will solicit information from the vendors and manufacturers as requested and provided documentation to the design team.

TASK 5 DELIVERABLES to be provided to OWNER

Life Cycle Comparison Documentation

6. Identify Long Lead Items & Create a Procurement Plan

6.1. Identify Long Lead Items

CMAR Contractor will identify Long Lead Process Equipment and materials that will affect schedule or increase costs due to potential escalation. The information will be provided to allow the team to make informed decisions regarding GMP's which will allow for early procurement of market sensitive materials.

6.2. Develop & Submit Procurement Plan

CMAR Contractor will assemble front end bidding documents for the PROJECT. These front ends, along with drawings, specifications, schedules and project specific requirements will be developed to include a focus on the pre-purchase equipment packages will be issued to a list of suppliers that have been pre-qualified based on experience, technical expertise, local involvement and NRS requirements.

6.3. Develop & Submit M/W/DVBE Plan & Outreach

CMAR Contractor will work with the OWNER to develop a M/W/DVBE outreach program. They will identify goals and key factors for the PROJECT to maximize M/W/DVBE participation in the program through first-tier and lower tier subcontractors and suppliers.

6.4. Subcontracting Plan

CMAR Contractor will generate an Invitation to Bid List for the PROJECT based upon license verification, trade specialty, subcontractor financial resources, subcontractor experience and projected subcontractor workload.

6.4.1 Request for Subcontractor Qualification Process per NRS 338 (Revised per SB 268)

The CMAR Contractor will perform the following items if a single GMP is selected following the new NRS 338, revised per SB 268. The CMAR Contractor will work with plan and execute a subcontractor qualification process. Tasks will include, but are not limited to, the following:

- Public Advertisement
- Pre-Submission Meeting
- 21 Day Qualification Period
- CMAR Contractor to Recommend Qualification to OWNER
- OWNER to approve qualification list
- Protest Period up to 45 days (10 days is the goal)

Legal or other costs incurred due to a Protest, are not included in this proposal and will be billed at actual rates. Please note that this may change due to legislation changes.

6.4.2 Request for Proposal per NRS 338 (Revised per SB 268)

The CMAR Contractor will perform the following items if a Single GMP Submission is selected following the new NRS 338, revised per SB 268. The CMAR Contractor will issue requests for proposals based on, but not limited to, the following tasks:

- Public Advertisement
- Mandatory Pre-proposal Meeting
- 21 day bid period
- Open Process between OWNER and CMAR Contractor
- 10 day Review/Recommend Period
- OWNER approval of Subcontractor Selection

Please note that this may change due to legislation changes.

TASK 6 DELIVERABLES to be provided to OWNER

Procurement Plan
M/W/DVBE Plan
Copy of Publicly Advertised Request for Qualifications
Copy of Publicly Advertised Request for Proposals
Subcontractor Request for Qualifications
Subcontractor Request for Proposals
Bid Analysis
Recommendation of Award

7. Master Design & Construction Schedule

7.1. Prepare Master Design Phase Schedule
CMAR Contractor will prepare the Master Design Schedule for the preconstruction phase of the PROJECT. The schedule will reflect the overall schedule of completion goals, major project milestones and the detailed front-end activities including construction at a summary level. The CMAR Contractor will work with the CONSULTANT and assume responsibility of the design schedule after the 30% Schematic Design documents.

7.2. Prepare Construction Phase Schedule
CMAR Contractor will prepare a construction schedule for the PROJECT. The construction schedule will establish construction durations and milestone dates for the Construction Phase of the PROJECT.

7.3. Maintain & Update Design Phase Schedule
The PROJECT schedule will be reviewed weekly by the CMAR Contractor and updated on a monthly basis.

TASK 7 DELIVERABLES to be provided to OWNER
Master Design Schedule
Master Design Schedule Updates
Construction Schedule

8. 3D Modeling

8.1. Review of 3D Model
CMAR Contractor will review and further develop the Level 200 Model created by the CONSULTANT to assist with the cost model process, constructability reviews, and planning of the project during Preconstruction. This will help in planning for ways to finish work correctly, the first time during construction.

9. 30% Schematic Design

9.1. Develop Initial Cost Model
CMAR Contractor will develop its own initial cost model which will be identified as the 30% Schematic Design Cost Model after receipt of the 30% Schematic Design Drawings. This will include quantifying, pricing and determining design intent filling in the gaps for a complete cost model. Once reconciled with the designer's cost consultant, this will be used as a baseline for comparison as the design progresses and will be recorded and used in conjunction with the Trend Log. Copies of this initial cost model will be presented to the OWNER and CONSULTANT.

9.2. 30% Technical Design Project Meetings
CMAR Contractor will participate in technical design project meetings with the OWNER and CONSULTANT in order to further understand the design of the project ensuring an accurate cost model and enhance the Constructability and Value Analysis (VA) workshops. Meeting minutes will be kept and provided for review from these meetings by the CMAR Contractor.

9.3. 30% Constructability Review Work Shops

CMAR Contractor will hold internal constructability review workshops with the preconstruction and construction staff members and generate a Constructability Review Log for the Owner and Design team. The log will be updated to detail status of each item identified in the process. The following items are typically identified and tracked on the log.

- Suggested Construction detail revisions
- Suggested Material revisions and alternates
- Plan details are referenced correctly
- Identify Scope Gaps
- Specifications related to the project are incorporated in plans
- Suggested Value Analysis / Potential Cost Savings
- Suggested means and methods of construction

9.4. 30% Constructability Review Reports

CMAR Contractor will provide the findings of the 30% Constructability Review workshop to the OWNER and CONSULTANT in a Constructability log that will be used throughout the project and updated as preconstruction progresses. Items identified during this workshop and throughout the preconstruction process will be tracked discussed, incorporated, removed or addressed ensuring a complete set of documents at the end of the preconstruction phase.

9.5. Review and Comment on Process Control Narratives

CMAR Contractor will review and comment on the Process Control Narrative issued by the CONSULTANT to identify and report on construction related opportunities and issues.

9.6. Value Analysis (VA) Work Shops

CMAR Contractor will facilitate VA Workshops with the OWNER and CONSULTANT to evaluate the PROJECT documents at each design phase in order to identify possible ideas or areas where cost savings could be realized without significant delays to the issuance of the bidding documents. CMAR Contractor will provide information on the relative cost of various systems or materials, which may be more cost effective to the OWNER.

9.7. Value Analysis (VA) Log

CMAR Contractor will utilize the VA log to present various alternate methods and/or material options available to the Owner along with their associated cost and anticipated impacts. This will allow the OWNER to make the best decisions in regards to cost, efficiency and schedule for items identified.

9.8. VA Review & Approval

CMAR Contractor will review the VA Log with the OWNER and ensure that the approved items are incorporated into the PROJECT drawings and accounted for in the budget.

9.9. Reconciliation of Designers Cost Control Consultant Cost Model

CMAR Contractor will meet with the Designers Cost Control Consultant to review the Cost Models and identify any significant cost and/or quantity differences. Adjustments to each of the Cost Models will be made based on consensus. After adjustments, if total Cost Model values are within 10% then the two Cost Models will be considered to be reconciled. Differences and adjustments will be made based on findings ensuring the OWNER receives the most accurate cost reflective of the current set of documents.

TASK 9 DELIVERABLES to be provided to OWNER

30% Schematic Design Cost Model
Trend Log

Technical Design Project Meeting Minutes
Constructability Report
Process Control Narrative Comments
Value Analysis Log
Reconciled Cost Model

10. 60% Design Development

10.1. 60% Cost Model Update

CMAR Contractor will update the initial cost model from after receipt of the 60% Design Development Drawings. This will include verification of quantities, pricing and design intent filling in the gaps for a complete cost model. Copies of the 60% cost model update will be presented to the OWNER and CONSULTANT.

10.2. 60% Technical Design Project Meetings

CMAR Contractor will participate in technical design project meetings with the OWNER and CONSULTANT in order to further understand the design of the project ensuring an accurate cost model and enhance the Constructability and Value Analysis (VA) workshops. Meeting minutes will be kept and provided for review from these meetings by the CMAR Contractor.

10.3. 60% Constructability Review Work Shops

CMAR Contractor will hold internal constructability review workshops with the preconstruction and construction staff members and generate a Constructability Review Log for the Owner and Design team. The log will be updated to detail status of each item identified in the process. The following items are typically identified and tracked on the log.

- 30% Constructability Review comments incorporated and addressed.
- Cross check conflicts between Equipment specifications, P&ID's, Electrical specifications, and One line diagrams.
- Approved VA Log comments are incorporated.
- Scope of work correctly conveyed in plans.
- Plan details are referenced correctly.
- Identify Scope Gaps
- Specifications relating to the project are incorporated in plans.
- Value Analysis / Potential Cost Savings
- Refine means and methods of construction with the schedule

10.4. 60% Constructability Review Reports

CMAR Contractor will provide the findings of the 60% Constructability Review workshop to the OWNER and CONSULTANT in a Constructability log that will be used throughout the project and updated as preconstruction progresses. Items identified during this workshop and throughout the preconstruction process will be tracked discussed, incorporated, removed or addressed ensuring a complete set of documents at the end of the preconstruction phase.

10.5. Review and Comment on Process Control Narratives

CMAR Contractor will review and comment on the Process Control Narrative issued by the CONSULTANT to identify and report on construction related opportunities and issues.

10.6. Value Analysis (VA) Work Shops

CMAR Contractor will facilitate VA Workshops with the OWNER and CONSULTANT to evaluate the PROJECT documents at 60% Design Development phase in order to identify possible

ideas or areas where cost savings could be realized without significant delays to the issuance of the bidding documents. CMAR Contractor will provide information on the relative cost of various systems or materials, which may be more cost effective to the OWNER.

10.7. Value Analysis (VA) Log

CMAR Contractor will utilize the VA log to present various alternate methods and/or material options available to the Owner along with their associated cost and anticipated impacts. This will allow the OWNER to make the best decisions in regards to cost, efficiency and schedule for items identified.

10.8. VA Review & Approval

CMAR Contractor will review the VA Log with the OWNER and ensure that the approved items are incorporated into the PROJECT drawings and accounted for in the budget.

10.9. Reconciliation of Designers Cost Control Consultant Cost Model

CMAR Contractor will meet with the Designers Cost Control Consultant to review the Cost Models and identify any significant cost and/or quantity differences. Adjustments to each of the Cost Models will be made based on consensus. After adjustments, if total Cost Model values are within 10% then the two Cost Models will be considered to be reconciled. Differences and adjustments will be made based on findings ensuring the OWNER receives the most accurate cost reflective of the current set of documents.

TASK 10 DELIVERABLES to be provided to OWNER

60% Design Development Cost Model
Updated Trend Log
Technical Design Project Meeting Minutes
Updated Constructability Report
Updated Process Control Narrative Comments
Updated Value Analysis Log
Reconciled Cost Model

11. 90% Contract Document Development

11.1. 90% Cost Model Update

CMAR Contractor will update the cost model after receipt of the 90% Design Development Drawings. This will include verification of quantities, pricing and design intent filling in the gaps for a complete cost model. Copies of the 90% cost model update will be presented to the OWNER and CONSULTANT.

11.2. 90% Technical Design Project Meetings

CMAR Contractor will participate in technical design project meetings with the OWNER and CONSULTANT in order to further understand the design of the project ensuring an accurate cost model and enhance the Constructability and Value Analysis (VA) workshops. Meeting minutes will be kept and provided for review from these meetings by the CMAR Contractor.

11.3. 90% Constructability Review Work Shops

CMAR Contractor will hold internal constructability review workshops with the preconstruction and construction staff members and generate a Constructability Review Log for the Owner and Design team. The log will be updated to detail status of each item identified in the process. The following items are typically identified and tracked on the log.

- 60% Constructability Review comments incorporated and addressed.
- Cross check conflicts between Equipment specifications, P&ID's, Electrical specifications, and One line diagrams.
- Approved VA Log comments are incorporated.
- Scope of work correctly conveyed in plans.
- Plan details are referenced correctly.
- Identify Scope Gaps
- Specifications relating to the project are incorporated in plans.
- Value Analysis / Potential Cost Savings
- More efficient means and methods of construction

11.4. 90% Constructability Review Reports
CMAR Contractor will provide the findings of the 90% Constructability Review workshop to the OWNER and CONSULTANT in an updated tracking log.

11.5. 90% Bidability Reviews
CMAR Contractor will review the 90% set of design documents to set up the initial front end bid packages. These packages will be structured for subcontractors to bid during the GMP bid process of the 100% design documents. Scope gaps and scope coordination will be identified between subcontracting trades in preparation for the GMP bid process.

11.6. Review and Comment on Process Control Narratives
CMAR Contractor will review and comment on the Process Control Narrative issued by the CONSULTANT to identify and report on construction related opportunities and issues.

11.7. Value Analysis (VA) Work Shops
CMAR Contractor will facilitate VA Workshops with the OWNER and CONSULTANT to evaluate the PROJECT documents at each design phase in order to identify possible ideas or areas where cost savings could be realized without significant delays to the issuance of the bidding documents. CMAR Contractor will provide information on the relative cost of various systems or materials, which may be more cost effective to the OWNER.

11.8. Value Analysis (VA) Log
CMAR Contractor will utilize the VA log to present various alternate methods and/or material options available to the Owner along with their associated cost and anticipated impacts. This will allow the OWNER to make the best decisions in regards to cost, efficiency and schedule for items identified.

11.9. VA Review & Approval
CMAR Contractor will review the VA Log with the OWNER and ensure that the approved items are incorporated into the PROJECT drawings and accounted for in the budget.

11.10. Reconciliation of Designers Cost Control Consultant Cost Model
CMAR Contractor will meet with the Designers Cost Control Consultant to review the Cost Models and identify any significant cost and/or quantity differences. Adjustments to each of the Cost Models will be made based on consensus. After adjustments, if total Cost Model values are within 10% then the two Cost Models will be considered to be reconciled. Differences and adjustments will be made based on findings ensuring the OWNER receives the most accurate cost reflective of the current set of documents.

12. 100% Contract Document Completion

Prior to issuance of 100% Design Documents the CMAR Contractor will prepare the following for the bidding process:

- Finalize the Subcontracting Plan
- SB268 Compliance Documents and Prequalification Process
- Prepare Front End Documents for issuance
- Finalize scope of work per established bid packages
- GMP Development
  - Prepare and issue Bid Solicitation in accordance with SB268
  - Manage the Bid Process and prepare bid analysis documents for Owner review.
  - Develop and submit GMP proposal
  - Final review and approval of GMP proposal

12.1. Development of Original Schedule of Values (SOV)

The schedule of values will be created and maintained by the CMAR Contractor.

12.2. Finalize Schedule of Values

CMAR Contractor will review, modify and approve the schedule of values for the PROJECT with the OWNER.

12.3. Review and Approve SOV with Owner

The schedule of values will be used by the CMAR Contractor to provide the OWNER with weekly itemized tracking reports for all allowances and contingencies on the PROJECT.

12.4. Develop & Submit Final Construction GMP (Guaranteed Maximum Price)

CMAR Contractor will review, update, and host workshops to finalize the construction bid package process and submit a final construction bid package GMP to OWNER. The GMP shall include all total direct costs of the work, CMAR Contractor's performance and payment bond (if necessary), cost of the subcontractor performance and payment bonds, on-site general conditions, necessary contingencies, cost of customary insurance coverage, and CMAR Contractor's fee for services.

12.5. Review Final Construction GMP & Approve

CMAR Contractor to provide the final GMP to the OWNER and CONSULTANT for review and comment. This task includes facilitating review meetings as necessary to discuss any area of the GMP needing to be reconciled.

TASK 12 DELIVERABLES to be provided to OWNER

Meeting Minutes
Schedule of Values
GMP

13. Project Execution

13.1. Site Specific Safety Plan

A comprehensive Site Specific Safety Plan will be developed and utilized by CMAR Contractor for onsite planning, identifying and addressing safety issues, and for developing a safety plan to address the PROJECT's unique characteristics.

13.2. Site Specific Quality Plan

CMAR Contractor will provide management of the QC aspects of the PROJECT. A site specific quality plan will be generated and customized for the PROJECT. This plan will outline procedures for quality assurance and quality control. The plan will identify major risk areas and the CMAR Contractor's plan for mitigating those risks. Quality Assurance plans in regards to the PROJECT will be provided by the OWNER's 3rd PARTY CONSULTANT.

TASK 13 DELIVERABLES to be provided to OWNER

Site Specific Safety Plan
Site Specific Quality Plan

14. Modular Trailer Relocation of Employees

14.1. Trailer & Office Equipment Setup for Field office

CMAR Contractor to provide management oversight and labor to assist with trailer and office equipment set up. The OWNER will provide desks, chairs and file cabinets only. The CMAR Contractor will provide computers, internet service, phones, copy machine and consumables for the CMAR Contractor employees.

Project Description

This Scope of Services describes the tasks to be provided by McCarthy Building Companies, Inc. (CMAR Contractor) for construction manager at risk services during the preconstruction process of the PROJECT. The PROJECT generally consists of design and subsequent construction of two new BNR process trains, each with a capacity of 15 mgd, in the northwest corner of the WPCF site. Key components of the PROJECT are anticipated to include:

- Bypass Piping around the Headworks Facility
- Primary Clarifiers
- Primary Effluent Pump Station
- BNR Basins using the UTC and A20 Processes
- Secondary Clarifiers
- Blower Building and Aeration System
- Gravity Thickeners
- Odor Control System
- TWAS Storage and Thickening Facility Modifications
- Associated Piping and Appurtenances

1. Project Kick-Off Meeting

A Project Kick-Off Meeting will be held with the OWNER and CONSULTANT. At this meeting, details contained within the Project Execution Plan will be presented and discussed. The overall schedule will be reviewed. If necessary, the Project Execution Plan will be revised to reflect input received at the meeting. Meeting minutes will be prepared and distributed to attendees.

TASK 1 DELIVERABLES to be provided to OWNER
Meeting Minutes
Input on Project Execution

2. 10% Preliminary Design

2.1. Review Draft Preliminary Design Report

CMAR Contractor will review the PDR and associated documentation to create a baseline for the cost model and prepare for initial Design workshops.

TASK 2 DELIVERABLES to be provided to OWNER
Cost Model Questionnaire
Construction related comments to the PDR

3. General Preconstruction Services

3.1. Solicit Partnering Facilitator

CMAR Contractor will solicit and hire a Partnering Facilitator for the PROJECT team. CMAR will ensure the facilitator is not an employee of the CMAR, CONSULTANT or the OWNER. The facilitator will be available for an initial meeting.

3.2 Initial Partnering Workshop

CMAR Contractor will attend an initial partnering workshop to be held with the CONSULTANT and the OWNER.

3.3. Project Team Meetings

CMAR Contractor will attend routine progress meetings with the OWNER and the CONSULTANT. The CMAR Contractor will also attend other meetings as may be required to review particular issues. For the purposes of preparing the initial and subsequent cost models, managing the Dynamic estimating process with its deliverables, and providing on-going cost trending and constructability input, it is assumed that meetings will be held bi-weekly (every other week) for the duration of the preconstruction process.

3.4. Team Meetings with Other Contractors & Current Projects

CMAR Contractor will participate in meetings with the OWNER, CONSULTANT and Contractors & Designers of other projects expected to be in progress during the design and construction of this PROJECT. A total of 160 Hours have been allotted for this task.

3.5. Trend Log Development and Updates

CMAR Contractor will maintain a Trend Log for the PROJECT. The Trend Log will track proposed program or design changes, alternate system cost evaluations, OWNER requested changes, value analysis and constructability changes. This log will be continuously updated throughout the preconstruction process allowing the CMAR, OWNER and CONSULTANTS to manage the construction budget between cost model milestone updates.

3.6. Permit Submission Assistance

CMAR Contractor will assist the OWNER and CONSULTANTS with constructability related information being submitted to the various agencies.

3.7. Construction Market Survey Report

CMAR Contractor will provide market survey reports within 60 days of contract award and will update at 60% and 90% design document stages. This will be made available to the OWNER for review of the current market trends. This tool will help with making decisions as to when the best time is to buy process equipment and long lead materials.

3.8. Design Workshop meetings with CONSULTANT weekly in-house

CMAR Contractor will attend the CONSULTANT's weekly in-house meetings providing cost and constructability input as the design progresses. For purposes of estimating cost, these meetings will be held weekly throughout the preconstruction process.

3.9. Develop and Update Construction Management Plan

The Construction Management Plan is a summary document provided to the management team including the Owner, Engineer, and CMAR personnel that includes the deliverables associated with the preconstruction process. The plan would be updated at intervals agreed to with the team, potentially at design/cost model milestone dates. This report would also detail revisions and updates from the original submission.

Documents that could be included in this plan include:

- Safety Plan
- Site Specific Quality Control Plan
- Trend Log
- Pot Holing Log
- Site Logistics Plan
- Subcontracting Plan
- Procurement Plan
- Design Phase Schedule
- Construction Schedule
- Constructability Report
- Value Analysis Report
- MOPO Log

TASK 3 DELIVERABLES to be provided to OWNER
Partnering Meeting Minutes
Meeting Minutes
Trend Log Updates
Construction Market Survey Report
Construction Management Plan

4. Field Investigation

4.1. Surface Exploration

CMAR Contractor will provide surface investigations verifying locations of landmarks, buildings, control points, utility locations obstructions and obstacles that may be encountered during construction. A Surface Investigation Report of the findings will be provided to the OWNER and CONSULTANT of any conflicts or other concerns in relation to the proposed design.

4.2. Review Geotechnical Design Report

CMAR Contractor will review the geotechnical design report for the PROJECT, provided by the CONSULTANT. A Geotechnical Review Report of the findings will be provided to the OWNER and CONSULTANT outlining construction related opportunities or conflicts.

4.3. Review Corrosion Report

CMAR Contractor will review the corrosion report for the PROJECT, provided by the CONSULTANT. A Corrosion Review Report outlining construction related opportunities or conflicts will be provided to the OWNER.

4.4. Review TOPO and Survey Control Plan

CMAR Contractor will review the TOPO and survey control plan for the PROJECT, provided by the CONSULTANT. This will include verification in relation to the existing site.

4.5. MOPO Plan Development

Every outage, utility tie-in, and structure modification will be identified in a MOPO log to establish a review agenda. A MOPO team will be created to include participation from the Owner, Engineer and CMAR Contractor to generate a comprehensive work plan for each activity identified on the log.

4.6. Site Logistics Plan

CMAR Contractor to develop and update a site logistics plan which defines construction delivery points, staging areas, trailer compound location, construction worker parking and temporary entrances or exits, ensuring minimal disruption to the OWNER and existing facility.

TASK 4 DELIVERABLES to be provided to OWNER

Surface Investigation Report
Geotechnical Review Report
Corrosion Review Report
MOPO Plan
Site Logistics Plan

5. Assist in Life Cycle Cost Analysis

5.1. Life Cycle Information Required from Vendors & Subcontractors

CMAR Contractor will provide analysis and review of documents, necessary to solicit information from vendors and suppliers for the PROJECT. This will include organizing of information provided by the CONSULTANT and OWNER in regards to the design requirements. This information will be assembled in packages in preparation for solicitation of the necessary information from vendors and suppliers.

5.2. Solicit Information from Vendors & Suppliers

CMAR Contractor will solicit information from the vendors and manufacturers as requested and provided documentation to the design team.

TASK 5 DELIVERABLES to be provided to OWNER

Life Cycle Comparison Documentation

6. Identify Long Lead Items & Create a Procurement Plan

6.1. Identify Long Lead Items

CMAR Contractor will identify Long Lead Process Equipment and materials that will affect schedule or increase costs due to potential escalation. The information will be provided to allow the team to make informed decisions regarding GMP's which will allow for early procurement of market sensitive materials.

6.2. Develop & Submit Procurement Plan

CMAR Contractor will assemble front end bidding documents for the PROJECT. These front ends, along with drawings, specifications, schedules and project specific requirements will be developed to include a focus on the pre-purchase equipment packages will be issued to a list of suppliers that have been pre-qualified based on experience, technical expertise, local involvement and NRS requirements.

6.3. Develop & Submit M/W/DVBE Plan & Outreach

CMAR Contractor will work with the OWNER to develop a M/W/DVBE outreach program. They will identify goals and key factors for the PROJECT to maximize M/W/DVBE participation in the program through first-tier and lower tier subcontractors and suppliers.

6.4. Subcontracting Plan

CMAR Contractor will generate an Invitation to Bid List for the PROJECT based upon license verification, trade specialty, subcontractor financial resources, subcontractor experience and projected subcontractor workload.

6.4.1 Request for Subcontractor Qualification Process per NRS 338 (Revised per SB 268)

The CMAR Contractor will perform the following items if a single GMP is selected following the new NRS 338, revised per SB 268. The CMAR Contractor will work with plan and execute a subcontractor qualification process. Tasks will include, but are not limited to, the following:

- Public Advertisement
- Pre-Submission Meeting
- 21 Day Qualification Period
- CMAR Contractor to Recommend Qualification to OWNER
- OWNER to approve qualification list
- Protest Period up to 45 days (10 days is the goal)

Legal or other costs incurred due to a Protest, are not included in this proposal and will be billed at actual rates. Please note that this may change due to legislation changes.

6.4.2 Request for Proposal per NRS 338 (Revised per SB 268)

The CMAR Contractor will perform the following items if a Single GMP Submission is selected following the new NRS 338, revised per SB 268. The CMAR Contractor will issue requests for proposals based on, but not limited to, the following tasks:

- Public Advertisement
- Mandatory Pre-proposal Meeting
- 21 day bid period
- Open Process between OWNER and CMAR Contractor
- 10 day Review/Recommend Period
- OWNER approval of Subcontractor Selection

Please note that this may change due to legislation changes.

TASK 6 DELIVERABLES to be provided to OWNER

Procurement Plan
M/W/DVBE Plan
Copy of Publicly Advertised Request for Qualifications
Copy of Publicly Advertised Request for Proposals
Subcontractor Request for Qualifications
Subcontractor Request for Proposals
Bid Analysis
Recommendation of Award

7. Master Design & Construction Schedule

7.1. Prepare Master Design Phase Schedule

CMAR Contractor will prepare the Master Design Schedule for the preconstruction phase of the PROJECT. The schedule will reflect the overall schedule of completion goals, major project milestones and the detailed front-end activities including construction at a summary level. The CMAR Contractor will work with the CONSULTANT and assume responsibility of the design schedule after the 30% Schematic Design documents.

7.2. Prepare Construction Phase Schedule

CMAR Contractor will prepare a construction schedule for the PROJECT. The construction schedule will establish construction durations and milestone dates for the Construction Phase of the PROJECT.

7.3. Maintain & Update Design Phase Schedule

The PROJECT schedule will be reviewed weekly by the CMAR Contractor and updated on a monthly basis.

TASK 7 DELIVERABLES to be provided to OWNER
Master Design Schedule
Master Design Schedule Updates
Construction Schedule

8. 3D Modeling

8.1. Review of 3D Model

CMAR Contractor will review and further develop the Level 200 Model created by the CONSULTANT to assist with the cost model process, constructability reviews, and planning of the project during Preconstruction. This will help in planning for ways to finish work correctly, the first time during construction.

9. 30% Schematic Design

9.1. Develop Initial Cost Model

CMAR Contractor will develop its own initial cost model which will be identified as the 30% Schematic Design Cost Model after receipt of the 30% Schematic Design Drawings. This will include quantifying, pricing and determining design intent filling in the gaps for a complete cost model. Once reconciled with the designer's cost consultant, this will be used as a baseline for comparison as the design progresses and will be recorded and used in conjunction with the Trend Log. Copies of this initial cost model will be presented to the OWNER and CONSULTANT.

9.2. 30% Technical Design Project Meetings

CMAR Contractor will participate in technical design project meetings with the OWNER and CONSULTANT in order to further understand the design of the project ensuring an accurate cost model and enhance the Constructability and Value Analysis (VA) workshops. Meeting minutes will be kept and provided for review from these meetings by the CMAR Contractor.

9.3. 30% Constructability Review Work Shops

CMAR Contractor will hold internal constructability review workshops with the preconstruction and construction staff members and generate a Constructability Review Log for the Owner and Design team. The log will be updated to detail status of each item identified in the process. The following items are typically identified and tracked on the log.

- Suggested Construction detail revisions
- Suggested Material revisions and alternates
- Plan details are referenced correctly
- Identify Scope Gaps
- Specifications related to the project are incorporated in plans
- Suggested Value Analysis / Potential Cost Savings
- Suggested means and methods of construction

9.4. 30% Constructability Review Reports

CMAR Contractor will provide the findings of the 30% Constructability Review workshop to the OWNER and CONSULTANT in a Constructability log that will be used throughout the project and updated as preconstruction progresses. Items identified during this workshop and throughout the preconstruction process will be tracked discussed, incorporated, removed or addressed ensuring a complete set of documents at the end of the preconstruction phase.

9.5. Review and Comment on Process Control Narratives

CMAR Contractor will review and comment on the Process Control Narrative issued by the CONSULTANT to identify and report on construction related opportunities and issues.

9.6. Value Analysis (VA) Work Shops

CMAR Contractor will facilitate VA Workshops with the OWNER and CONSULTANT to evaluate the PROJECT documents at each design phase in order to identify possible ideas or areas where cost savings could be realized without significant delays to the issuance of the bidding documents. CMAR Contractor will provide information on the relative cost of various systems or materials, which may be more cost effective to the OWNER.

9.7. Value Analysis (VA) Log

CMAR Contractor will utilize the VA log to present various alternate methods and/or material options available to the Owner along with their associated cost and anticipated impacts. This will allow the OWNER to make the best decisions in regards to cost, efficiency and schedule for items identified.

9.8. VA Review & Approval

CMAR Contractor will review the VA Log with the OWNER and ensure that the approved items are incorporated into the PROJECT drawings and accounted for in the budget.

9.9. Reconciliation of Designers Cost Control Consultant Cost Model

CMAR Contractor will meet with the Designers Cost Control Consultant to review the Cost Models and identify any significant cost and/or quantity differences. Adjustments to each of the Cost Models will be made based on consensus. After adjustments, if total Cost Model values are within 10% then the two Cost Models will be considered to be reconciled. Differences and adjustments will be made based on findings ensuring the OWNER receives the most accurate cost reflective of the current set of documents.

TASK 9 DELIVERABLES to be provided to OWNER

30% Schematic Design Cost Model
Trend Log
Technical Design Project Meeting Minutes
Constructability Report
Process Control Narrative Comments
Value Analysis Log
Reconciled Cost Model

10. 60% Design Development

10.1. 60% Cost Model Update

CMAR Contractor will update the initial cost model from after receipt of the 60% Design Development Drawings. This will include verification of quantities, pricing and design intent filling in the gaps for a complete cost model. Copies of the 60% cost model update will be presented to the OWNER and CONSULTANT.

10.2. 60% Technical Design Project Meetings

CMAR Contractor will participate in technical design project meetings with the OWNER and CONSULTANT in order to further understand the design of the project ensuring an accurate cost model and enhance the Constructability and Value Analysis (VA) workshops. Meeting minutes will be kept and provided for review from these meetings by the CMAR Contractor.

10.3. 60% Constructability Review Work Shops

CMAR Contractor will hold internal constructability review workshops with the preconstruction and construction staff members and generate a Constructability Review Log for the Owner and Design team. The log will be updated to detail status of each item identified in the process. The following items are typically identified and tracked on the log.

- 30% Constructability Review comments incorporated and addressed.
- Cross check conflicts between Equipment specifications, P&ID's, Electrical specifications, and One line diagrams.
- Approved VA Log comments are incorporated.
- Scope of work correctly conveyed in plans.
- Plan details are referenced correctly.
- Identify Scope Gaps
- Specifications relating to the project are incorporated in plans.
- Value Analysis / Potential Cost Savings
- Refine means and methods of construction with the schedule

10.4. 60% Constructability Review Reports

CMAR Contractor will provide the findings of the 60% Constructability Review workshop to the OWNER and CONSULTANT in a Constructability log that will be used throughout the project and updated as preconstruction progresses. Items identified during this workshop and throughout the preconstruction process will be tracked discussed, incorporated, removed or addressed ensuring a complete set of documents at the end of the preconstruction phase.

10.5. Review and Comment on Process Control Narratives

CMAR Contractor will review and comment on the Process Control Narrative issued by the CONSULTANT to identify and report on construction related opportunities and issues.

10.6. Value Analysis (VA) Work Shops

CMAR Contractor will facilitate VA Workshops with the OWNER and CONSULTANT to evaluate the PROJECT documents at 60% Design Development phase in order to identify possible ideas or areas where cost savings could be realized without significant delays to the issuance of the bidding documents. CMAR Contractor will provide information on the relative cost of various systems or materials, which may be more cost effective to the OWNER.

10.7. Value Analysis (VA) Log

CMAR Contractor will utilize the VA log to present various alternate methods and/or material options available to the Owner along with their associated cost and anticipated impacts. This will allow the OWNER to make the best decisions in regards to cost, efficiency and schedule for items identified.

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TASK 10 DELIVERABLES to be provided to OWNER

60% Design Development Cost Model
Updated Trend Log
Technical Design Project Meeting Minutes
Updated Constructability Report
Updated Process Control Narrative Comments
Updated Value Analysis Log
Reconciled Cost Model

11. 90% Contract Document Development

11.1. 90% Cost Model Update

CMAR Contractor will update the cost model after receipt of the 90% Design Development Drawings. This will include verification of quantities, pricing and design intent filling in the gaps for a complete cost model. Copies of the 90% cost model update will be presented to the OWNER and CONSULTANT.

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- More efficient means and methods of construction

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- Finalize the Subcontracting Plan
- SB268 Compliance Documents and Prequalification Process
- Prepare Front End Documents for issuance
- Finalize scope of work per established bid packages
- GMP Development
  - Prepare and issue Bid Solicitation in accordance with SB268
  - Manage the Bid Process and prepare bid analysis documents for Owner review.
  - Develop and submit GMP proposal
  - Final review and approval of GMP proposal

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The schedule of values will be created and maintained by the CMAR Contractor.

12.2. Finalize Schedule of Values

CMAR Contractor will review, modify and approve the schedule of values for the PROJECT with the OWNER.

12.3. Review and Approve SOV with Owner

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12.5. Review Final Construction GMP & Approve

CMAR Contractor to provide the final GMP to the OWNER and CONSULTANT for review and comment. This task includes facilitating review meetings as necessary to discuss any area of the GMP needing to be reconciled.

TASK 12 DELIVERABLES to be provided to OWNER

Meeting Minutes
Schedule of Values
GMP

13. Project Execution

13.1. Site Specific Safety Plan

A comprehensive Site Specific Safety Plan will be developed and utilized by CMAR Contractor for onsite planning, identifying and addressing safety issues, and for developing a safety plan to address the PROJECT's unique characteristics.

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TASK 13 DELIVERABLES to be provided to OWNER

Site Specific Safety Plan
Site Specific Quality Plan

14. Modular Trailer Relocation of Employees

14.1. Trailer & Office Equipment Setup for Field office

CMAR Contractor to provide management oversight and labor to assist with trailer and office equipment set up. The OWNER will provide desks, chairs and file cabinets only. The CMAR Contractor will provide computers, internet service, phones, copy machine and consumables for the CMAR Contractor employees.

Printing & Reproduction Costs

CMAR Contractor has allocated money to additional services for printing and reproduction costs.

3. General Preconstruction Services

3.2.A. Additional Partnering Workshops

CMAR Contractor will attend up to three additional partnering workshops to be held with the CONSULTANT and the OWNER. The CMAR will hire the partnering facilitator and prepare charter and monthly surveys.

4. Field Investigation

4.7.A Subsurface Exploration

After the initial layout of utility and pipe runs are determined, the CMAR Contractor will conduct subsurface exploration of utility locations to be marked out on site by a Utility Locating Service or by the OWNER. A Subsurface Exploration Report (Pot Holing Log) will be provided to the design team to assist in coordination of the construction documents.

- A Unit Price has been provided for Soft Digging, Survey and Backfill of the utility areas that are potholed per hour, time to be billed on an hourly basis.
- A price for 2 ground water test wells has been provided.

TASK 4 DELIVERABLES to be provided to OWNER

Subsurface Investigation Report

5. Assist in Life Cycle Cost Analysis

5.3.A Vendor Presentations

CMAR Contractor will facilitate and arrange vendor demonstrations and presentations of available equipment for the PROJECT to the OWNER and CONSULTANT. Based on the information provided by vendors, the CMAR Contractor will evaluate the installation complexity, cost and life cycle. Then provide recommendations to the OWNER and CONSULTANT for final selection of equipment.

5.4.A Equipment and Factory Site Visits

CMAR Contractor will arrange and pay for all expenses associated with site visits to see the equipment being selected for the PROJECT. Travel will be provided for four (4) OWNER employees, two (2) CMAR Contractor employees and one (1) CONSULTANT employee. Travel is based on five (5) site visits within the lower 48 continental United States. Round trip coach airfare and 1 over night stay at each of the sites will be included. Meals will include a Breakfast, Lunch, and Dinner while traveling.

6. Identify Long Lead Items & Create a Procurement Plan

6.4. Subcontracting Plan

6.4.1.A PHASED GMP - Request for Subcontractor Qualification Process per NRS 338 (Revised per SB 268)

The same services indicated in Exhibit A, 6.4.1 will be performed for a Phased GMP an additional 2 times.

6.4.2.A PHASED GMP - Request for Proposal per NRS 338 (Revised per SB 268)

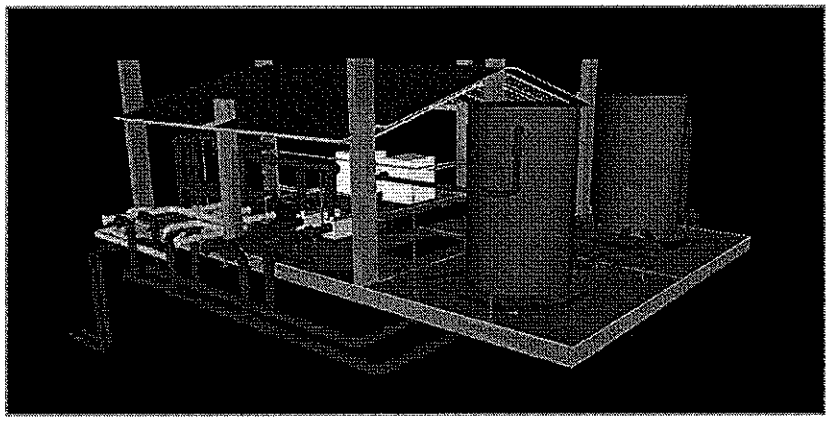
The same services indicated in Exhibit A, 6.4.2 will be performed for a Phased GMP an additional 2 times.

8. 3D Modeling

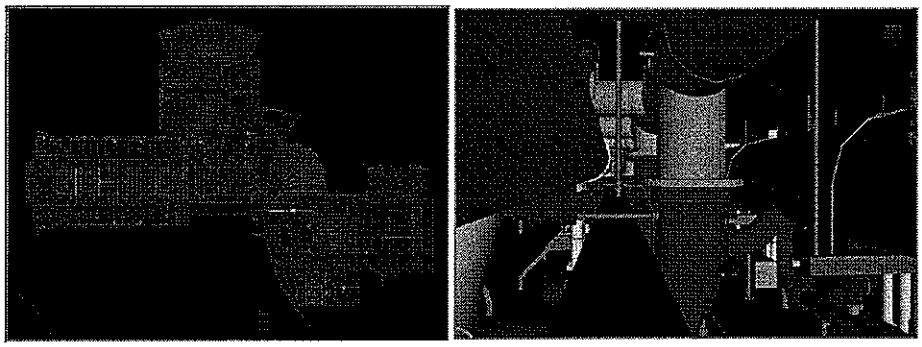
8.2.A Develop 3D Model

CMAR Contractor will develop a Level 300 model based upon the Owner's selection of one of the following options:

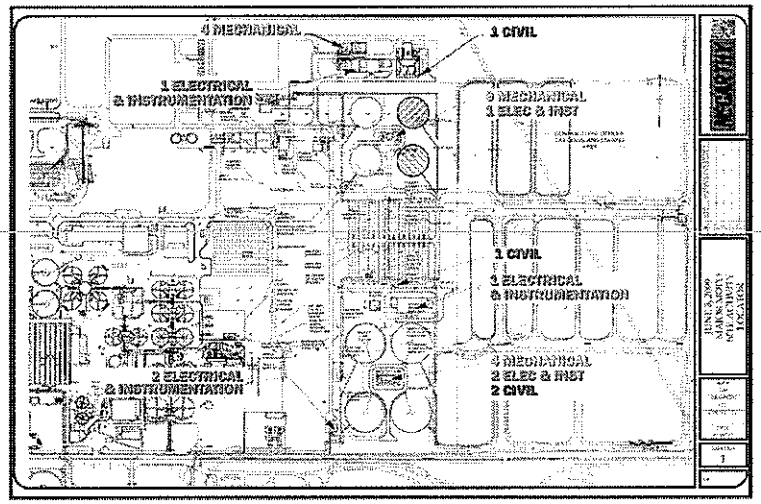
8.2.A.1 Complete Level 300 model detailing all components of the project would include every component to be installed including concrete structures, masonry, structural steel, process equipment, mechanical piping, electrical gear/equipment, electrical conduit runs, miscellaneous metals, architectural finishes, yard piping, and site finishes. The model could also be utilized during construction to finalize shop drawings (Level 400), finalize clash detection, and operate as the as-built document (Level 500).



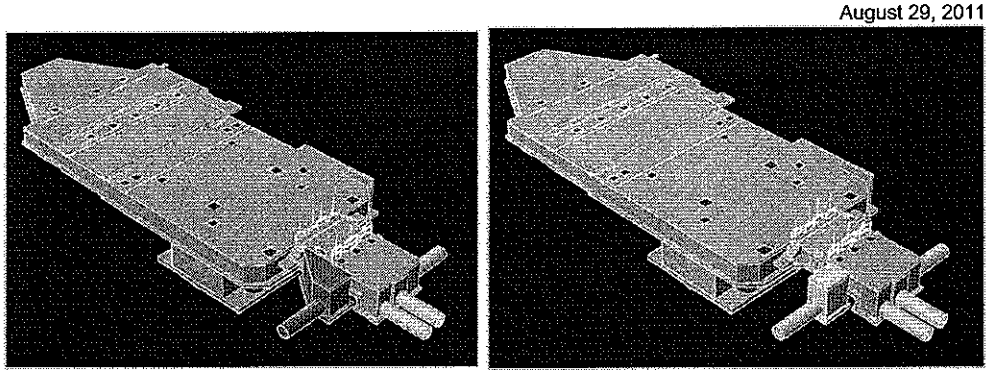
8.2.A.2 Level 300 Model detailing only major components of the project would include concrete structures, masonry, structural steel, process equipment, large mechanical piping, electrical gear/equipment, and large yard piping runs.



8.2.A.3 Level 300 Model to identify heavily congested areas and perform clash detection of major components in specific areas of the project as identified by the entire preconstruction team. This would include yard piping in high traffic areas, congested pipe galleries, and major plant tie-ins as described in 8.2.4.



8.2.A.4 Level 300 Model to identify structure tie-ins and major MOPO activities where virtual design will assist the planning process. This process would include a proposed sequence of MOPO activities and virtually walk the Preconstruction team through the schedule of activities.



TASK 8 DELIVERABLES to be provided to OWNER
Level 300 3D Model

12. 100% Contract Document Completion

12.4.A Develop & Submit Final PHASED Construction GMP (Guaranteed Maximum Price)
The same services indicated in Exhibit A, 12.4 will be performed for a Phased GMP an additional 2 times.

12.5.A Review Final PHASED Construction GMP & Approve
The same services indicated in Exhibit A, 12.5 will be performed for a Phased GMP an additional 2 times.

12.6.A Review PHASED Conformed Set of Documents and Provide Report
CMAR Contractor will hold internal constructability review workshops of the Conformed Sets of documents with the preconstruction and construction staff members. A Constructability Review Log of the conformed set of documents will be produced for the Owner and CONSULTANT to review for a Phased GMP an additional 2 times.

TASK 12 DELIVERABLES to be provided to OWNER
GMP
Constructability Review

	Calendar Days to Complete	Remarks
Design Phase Services		
Task 1 – Project Kick-Off Meeting	10	
Task 2 – 10% Preliminary Design	60	
Task 3 – General Preconstruction Services	515	Work spaced throughout the job, not continuous.
Task 4 – Field Investigation	245	Work spaced throughout the job, not continuous.
Task 5 – Assist in Life Cycle Cost Analysis	30	
Task 6 – Identify Long Lead Items and Create a Procurement Plan	425	Work spaced throughout the job, not continuous.
Task 7 – Master Design and Construction Schedule	440	Work spaced throughout the job, not continuous.
Task 8 – 3D Modeling	305	
Task 9 – 30% Schematic Design	60	
Task 10 – 60% Design Development	60	
Task 11 – 90% Contract Document Development	60	
Task 12 – 100% Contract Document Completion	170	
Task 13 – Project Execution	45	
Task 14 – Modular Trailer Relocation of Employees	20	
TOTAL CALENDAR DAYS TO COMPLETE DESIGN PHASE:	**560**	**Above task are not Additive**

RFP No. 11.53541.01-LED
CMAR FOR WPCF INFRASTRUCTURE RELACEMENT
EXHIBIT D - PRECONSTRUCTION SERVICES PAYMENT SCHEDULE
MCCARTHY BUILDING COMPANIES, INC.
AUGUST 26,2011

Summary of Preconstruction Services By Task

TASK	DESCRIPTION	TOTAL TASK	TOTAL SECTION
1	**Project Kick-off Meeting**		$ 9,369
1	Project Kick-off Meeting	$ 9,369	
2	**10% Preliminary Design**		$ 8,311
2.1	Review Draft Preliminary Design Report	$ 8,311	
3	**General Preconstruction Services**		$ 160,983
3.1	Solicit Partnering Facilitator	$ 11,808	
	Facilitator For Initial Partnering Session	$ 10,000	
3.2	Initial Partnering Workshop	$ 19,527	
3.3	Project Team Meetings	$ 39,247	
3.4	Team Meetings with Other Contractors & Current Projects	$ 25,223	
3.5	Trend Log Development and Updates	$ 8,515	
3.6	Permitting Submission Assistance	$ 7,210	
3.7	Construction Market Survey Report	$ 7,703	
3.8	Design Workshop meetings with CONSULTANT weekly in-house	$ 14,463	
3.9	Develop and Update Construction Management Plan	$ 17,286	
4	**Field Investigation**		$ 46,204
4.1	Surface Exploration	$ 7,434	
4.2	Review Geotechnical Design Report	$ 1,625	
4.3	Review Corrosion Report	$ 1,594	
4.4	Review TOPO and Survey Report	$ 2,252	
4.5	MOPO Plan Development	$ 29,606	
4.6	Site Logistics Plan	$ 3,693	
5	**Assist in Life Cycle Cost Analysis**		$ 33,180
5.1	Life Cycle Information Required from Vendors & Subcontractors	$ 11,481	
5.2	Solicit Information from Vendors and Suppliers	$ 21,699	
6	**Identify Long Lead Items and Procurement Plan**		$ 199,195
6.1	Identify Long Lead Items	$ 25,502	
6.2	Develop and Submit Procurement Plan	$ 12,232	
6.3	Develop and Submit M/W/DVBE Plan and Outreach	$ 13,834	
6.4	Subcontracting Plan	$ 32,557	
6.4.1	Request for Subcontractor Qualification Process NRS 338 (Rev. per SB 268)	$ 86,569	
	Sub Prequalification Advertisements	$ 350	
	Sub Pre-Submission Meeting Room Rental	$ 500	
6.4.2	Request for Proposal per NRS 338 (Rev. per SB 268)	$ 26,800	
	Sub Proposal Advertisement	$ 350	
	Sub Pre-Bid Meeting Room Rental	$ 500	

7	**Master Design and Construction Schedule**		**$ 47,677**
7.1	Prepare Master Design Phase Schedule	$ 10,779	
7.2	Prepare Construction Phase Schedule	$ 31,178	
7.3	Maintain and Update Design Phase Schedule	$ 5,721	
8	**3D Modeling**		**$ 27,513**
8.1	Review of 3D Model	$ 27,513	
9	**30% Schematic Design**		**$ 93,317**
9.1	Develop Initial Cost Model	$ 25,382	
9.2	30% Technical Design Project Meetings	$ 8,470	
9.3	30% Constructability Review Work Shops	$ 12,339	
9.4	30% Constructability Review Reports	$ 1,931	
9.5	Review & Comment on Process Control Narrative	$ 2,801	
9.6	Value Analysis (VA) Work Shops	$ 10,967	
9.7	Value Analysis (VA) Log	$ 11,816	
9.8	VA Review & Approval	$ 8,338	
9.9	Reconciliation of Designers Cost Control Consultant Cost Model	$ 11,273	
10	**60% Design Development**		**$ 86,830**
10.1	60% Cost Model Update	$ 17,886	
10.2	60% Technical Design Project Meetings	$ 8,470	
10.3	60% Constructability Review Work Shops	$ 11,493	
10.4	60% Constructability Review Reports	$ 1,931	
10.5	Review & Comment on Process Control Narrative	$ 2,801	
10.6	Value Analysis (VA) Work Shops	$ 10,967	
10.7	Value Analysis (VA) Log	$ 13,014	
10.8	VA Review & Approval	$ 8,338	
10.9	Reconciliation of Designers Cost Control Consultant Cost Model	$ 11,930	
11	**90% Design Development**		**$ 110,130**
11.1	90% Cost Model Update	$ 27,090	
11.2	90% Technical Design Project Meetings	$ 8,470	
11.3	90% Constructability Review Work Shops	$ 12,474	
11.4	90% Constructability Review Reports	$ 1,690	
11.5	90% Bidability Reviews	$ 13,566	
11.6	Review & Comment on Process Control Narrative	$ 2,592	
11.7	Value Analysis (VA) Work Shops	$ 10,967	
11.8	Value Analysis (VA) Log	$ 13,014	
11.9	VA Review & Approval	$ 8,338	
11.10	Reconciliation of Designers Cost Control Consultant Cost Model	$ 11,930	
12	**100% Contract Document Completion**		**$ 103,771**
12.1	Development of Original Schedule of Values (SOV)	$ 6,530	
12.2	Finalize Schedule of Values	$ 10,441	
12.3	Review and Approve SOV with Owner	$ 6,086	
12.4	Develop and Submit Final Construction GMP	$ 55,060	
12.5	Review Final Construction GMP and Approve	$ 25,654	
13	**Project Execution**		**$ 25,610**
13.1	Site Specific Safety Plan	$ 11,270	
13.2	Site Specific Quality Plan	$ 14,340	
14	**Modular Trailer Relocation of Employees**		**$ 30,310**
14.1	Trailer & Office Equipment Setup for Field Office	$ 2,674	
	Office Phone, Data, Equipment, Computers, Office Supplies	$ 27,636	
		Total:	**$ 982,400**

RFP No. 11.53541.01-LED
CMAR FOR WPCF INFRASTRUCTURE RELACEMENT
EXHIBIT D - PRECONSTRUCTION SERVICES PAYMENT SCHEDULE
MCCARTHY BUILDING COMPANIES, INC.
AUGUST 26,2011

TASK		DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
1		**Project Kick-off Meeting**				**$9,369**
	1	**Project Kick-off Meeting**			$9,369	Task 1
		Project Executive	$238.60	8	$1,904	
		Senior PM	$164.20	8	$1,314	
		Equipment/Procurement	$157.30	8	$1,258	
		General Superintendent	$172.40	8	$1,379	
		Assistant Project Manager	$105.80	8	$846	
		Senior Estimator	$128.90	8	$1,031	
		Mechanical Process Lead	$204.50	8	$1,636	
		Concrete/Civil Estimator	$85.90	0	$0	
		E/I & C Superintendent	$122.60	0	$0	
		Mechanical/Electrical Estimator	$99.70	0	$0	
		Mechanical Superintendent	$125.60	0	$0	
		Concrete Superintendent	$129.60	0	$0	
		Chief Scheduler	$89.50	0	$0	
		Project Administrator	$60.10	0	$0	
		CAD Coordinator	$89.90	0	$0	
		Safety Manager	$125.60	0	$0	
2		**10% Preliminary Design**				**$8,311**
	2.1	**Review Draft Preliminary Design Report**			$8,311	Task 2.1
		Project Executive	$238.60	0	$0	
		Senior PM	$164.20	8	$1,314	
		Equipment/Procurement	$157.30	8	$1,258	
		General Superintendent	$172.40	8	$1,379	
		Assistant Project Manager	$105.80	16	$1,693	
		Senior Estimator	$128.90	8	$1,031	
		Mechanical Process Lead	$204.50	8	$1,636	
		Concrete/Civil Estimator	$85.90	0	$0	
		E/I & C Superintendent	$122.60	0	$0	
		Mechanical/Electrical Estimator	$99.70	0	$0	
		Mechanical Superintendent	$125.60	0	$0	
		Concrete Superintendent	$129.60	0	$0	
		Chief Scheduler	$89.50	0	$0	
		Project Administrator	$60.10	0	$0	
		CAD Coordinator	$89.90	0	$0	
		Safety Manager	$125.60	0	$0	
3		**General Preconstruction Services**				**$160,983**
	3.1	**Solicit Partnering Facilitator**			$11,908	Task 3.1
		Project Executive	$238.60	0	$0	
		Senior PM	$164.20	0	$0	
		Equipment/Procurement	$157.30	0	$0	
		General Superintendent	$172.40	0	$0	
		Assistant Project Manager	$105.80	8	$846	
		Senior Estimator	$128.90	0	$0	
		Mechanical Process Lead	$204.50	0	$0	
		Concrete/Civil Estimator	$85.90	0	$0	
		E/I & C Superintendent	$122.60	0	$0	
		Mechanical/Electrical Estimator	$99.70	0	$0	
		Mechanical Superintendent	$125.60	0	$0	
		Concrete Superintendent	$129.60	0	$0	
		Chief Scheduler	$89.50	0	$0	
		Project Administrator	$60.10	16	$962	
		CAD Coordinator	$89.90	0	$0	
		Safety Manager	$125.60	0	$0	
		Facilitator For Initial Partnering Session	$10,000.00	1	$10,000	
	3.2	**Initial Partnering Workshop**			$19,527	Task 3.2
		Project Executive	$238.60	8	$1,904	
		Senior PM	$164.20	8	$1,314	
		Equipment/Procurement	$157.30	8	$1,258	
		General Superintendent	$172.40	8	$1,379	
		Assistant Project Manager	$105.80	8	$846	
		Senior Estimator	$128.90	8	$1,031	
		Mechanical Process Lead	$204.50	8	$1,636	
		Concrete/Civil Estimator	$85.90	8	$687	
		E/I & C Superintendent	$122.60	8	$981	
		Mechanical/Electrical Estimator	$99.70	8	$798	
		Mechanical Superintendent	$125.60	0	$0	
		Concrete Superintendent	$129.60	0	$0	
		Chief Scheduler	$89.50	0	$0	
		Project Administrator	$60.10	128	$7,693	
		CAD Coordinator	$89.90	0	$0	
		Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
3.3	**Project Team Meetings**			$39,247	Task 3.3
	Project Executive	$238.80	10	$2,380	
	Senior PM	$164.20	40	$6,568	
	Equipment/Procurement	$157.30	40	$6,292	
	General Superintendent	$172.40	40	$6,896	
	Assistant Project Manager	$105.80	40	$4,232	
	Senior Estimator	$128.90	40	$5,156	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	22	$2,697	
	Mechanical/Electrical Estimator	$99.70	34	$3,390	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
3.4	**Team Meetings with Other Contractors & Current Projects**			$25,223	Task 3.4
	Project Executive	$238.80	2	$476	
	Senior PM	$164.20	12	$1,970	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	38	$6,551	
	Assistant Project Manager	$105.80	58	$6,136	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	9	$1,841	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	38	$4,659	
	Mechanical/Electrical Estimator	$99.70	36	$3,589	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
3.5	**Trend Log Development and Updates**			$3,515	Task 3.5
	Project Executive	$238.80	0	$0	
	Senior PM	$164.20	0	$0	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	48	$5,078	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	16	$1,374	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
3.6	**Permitting Submission Assistance**			$7,210	Task 3.6
	Project Executive	$238.80	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	2	$345	
	Assistant Project Manager	$105.80	36	$3,809	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	16	$962	
	CAD Coordinator	$89.90	16	$1,438	
	Safety Manager	$125.60	0	$0	
3.7	**Construction Market Survey Report**			$7,703	Task 3.7
	Project Executive	$238.80	0	$0	
	Senior PM	$164.20	3	$493	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	20	$2,116	
	Senior Estimator	$128.90	12	$1,547	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	12	$1,031	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
3.8	**Design Workshop meetings with CONSULTANT weekly in-house**			$14,463	Task 3.8
	Project Executive	$238.00	2	$476	
	Senior PM	$164.20	32	$5,254	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	64	$6,771	
	Senior Estimator	$126.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	16	$1,962	
	Mechanical/Electrical Estimator	$99.75	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
3.9	**Develop and Update Construction Management Plan**			$17,286	Task 3.9
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	12	$1,970	
	Equipment/Procurement	$157.30	12	$1,888	
	General Superintendent	$172.40	12	$2,069	
	Assistant Project Manager	$105.80	60	$6,348	
	Senior Estimator	$126.90	12	$1,547	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	12	$1,031	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.75	8	$798	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
4	**Field Investigation**				$46,204
4.1	**Surface Exploration**			$7,434	Task 4.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	22	$2,328	
	Senior Estimator	$126.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.75	8	$798	
	Mechanical Superintendent	$125.60	4	$502	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	0	$0	
	CAD Coordinator	$89.90	8	$719	
	Safety Manager	$125.60	0	$0	
4.2	**Review Geotechnical Design Report**			$1,625	Task 4.2
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	1	$164	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	2	$345	
	Assistant Project Manager	$105.80	5	$529	
	Senior Estimator	$126.90	2	$256	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.75	2	$199	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	1	$130	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
4.3	**Review Corrosion Report**			$1,594	Task 4.3
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	1	$164	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	2	$345	
	Assistant Project Manager	$105.80	5	$529	
	Senior Estimator	$126.90	1	$129	
	Mechanical Process Lead	$204.50	1	$205	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	1	$123	
	Mechanical/Electrical Estimator	$99.75	1	$100	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
4.4	**Review TOPO and Survey Report**			$2,252	Task 4.4
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	1	$164	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	5	$529	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	2	$180	
	Safety Manager	$125.60	0	$0	
4.5	**MOPO Plan Development**			$29,505	Task 4.5
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	32	$5,517	
	Assistant Project Manager	$105.80	40	$4,232	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	16	$1,374	
	E/I & C Superintendent	$122.60	24	$2,942	
	Mechanical/Electrical Estimator	$99.70	40	$3,988	
	Mechanical Superintendent	$125.60	24	$3,014	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	16	$962	
	CAD Coordinator	$89.90	40	$3,596	
	Safety Manager	$125.60	0	$0	
4.6	**Site Logistics Plan**			$3,693	Task 4.6
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	2	$258	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	2	$245	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	2	$251	
	Concrete Superintendent	$129.60	2	$259	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	1	$126	
5	**Assist in Life Cycle Cost Analysis**				$33,180
5.1	**Life Cycle Information Required from Vendors & Subcontractors**			$11,461	Task 5.1
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	16	$1,595	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	4	$358	
	Project Administrator	$60.10	16	$962	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
5.2	**Solicit Information from Vendors and Suppliers**			$21,699	Task 5.2
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	16	$2,627	
	Equipment/Procurement	$157.30	32	$5,034	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	32	$3,386	
	Senior Estimator	$128.90	12	$1,547	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	12	$1,031	
	E/I & C Superintendent	$122.60	32	$3,923	
	Mechanical/Electrical Estimator	$99.70	32	$3,190	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	16	$962	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
6	**Identify Long Lead Items and Procurement Plan**				**$199,195**
6.1	**Identify Long Lead Items**			$25,502	Task 6.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	32	$5,034	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.60	32	$3,386	
	Senior Estimator	$128.90	32	$4,125	
	Mechanical Process Lead	$204.50	24	$4,908	
	Concrete/Civil Estimator	$85.90	32	$2,749	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	40	$3,988	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
6.2	**Develop and Submit Procurement Plan**			$12,232	Task 6.2
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.60	16	$1,693	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	24	$2,393	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	16	$962	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
6.3	**Develop and Submit M/W/DVBE Plan and Outreach**			$13,834	Task 6.3
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.60	40	$4,232	
	Senior Estimator	$128.90	24	$3,094	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	32	$1,923	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
6.4	**Subcontracting Plan**			$32,557	Task 6.4
	Project Executive	$238.00	8	$1,904	
	Senior PM	$164.20	16	$2,627	
	Equipment/Procurement	$157.30	32	$5,034	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.60	64	$6,771	
	Senior Estimator	$128.90	32	$4,125	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	32	$2,749	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	32	$3,190	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	46	$2,865	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
6.4.1	**Request for Subcontractor Qualification Process NRS 338 (Rev. per SB 268)**			$66,569	Task 6.4.1
	Project Executive	$238.00	8	$1,904	
	Senior PM	$164.20	128	$21,015	
	Equipment/Procurement	$157.30	128	$20,134	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.60	0	$0	
	Senior Estimator	$128.90	144	$18,562	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	108	$9,277	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	66	$6,580	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	148	$8,895	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
	Sub Prequalification Advertisements	$350.00	1	$350	
	Sub Pre-Submission Meeting Room Rental	$500.00	1	$500	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
5.4.2	**Request for Proposal per NRS 338 (Rev. per SB 268)**			$26,880	Task 5.4.2
	Project Executive	$238.00	4	$952	
	Senior PM	$164.20	40	$6,568	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.60	0	$0	
	Senior Estimator	$126.90	60	$7,734	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	60	$5,154	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	40	$3,988	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	40	$2,404	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
	Sub Proposal Advertisement	$350.00	1	$350	
	Sub Pre-Bid Meeting Room Rental	$500.00	1	$500	
7	**Master Design and Construction Schedule**				$47,677
7.1	**Prepare Master Design Phase Schedule**			$10,779	Task 7.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	2	$315	
	General Superintendent	$172.40	2	$345	
	Assistant Project Manager	$105.60	32	$3,379	
	Senior Estimator	$126.90	0	$0	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	24	$2,148	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
7.2	**Prepare Construction Phase Schedule**			$31,178	Task 7.2
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	16	$2,627	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	55	$9,654	
	Assistant Project Manager	$105.60	72	$7,603	
	Senior Estimator	$126.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	16	$1,962	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	16	$2,010	
	Concrete Superintendent	$129.60	8	$1,037	
	Chief Scheduler	$89.50	56	$5,012	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
7.3	**Maintain and Update Design Phase Schedule**			$5,721	Task 7.3
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	0	$0	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.60	38	$4,013	
	Senior Estimator	$126.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	19	$1,701	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
8	**3D Modeling**				$27,513
8.1	**Review of 3D Model**			$27,513	Task 8.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$126.50	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	16	$1,962	
	Mechanical/Electrical Estimator	$99.70	16	$1,595	
	Mechanical Superintendent	$125.60	16	$2,010	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	180	$16,182	
	Safety Manager	$125.60	0	$0	
9	**30% Schematic Design**				$93,317
9.1	**Develop Initial Cost Model**			$25,382	Task 9.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	24	$2,539	
	Senior Estimator	$126.50	24	$3,094	
	Mechanical Process Lead	$204.50	24	$4,908	
	Concrete/Civil Estimator	$85.90	48	$4,123	
	E/I & C Superintendent	$122.60	16	$1,962	
	Mechanical/Electrical Estimator	$99.70	56	$5,583	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
9.2	**30% Technical Design Project Meetings**			$8,470	Task 9.2
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$126.50	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	8	$1,005	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
9.3	**30% Constructability Review Work Shops**			$12,339	Task 9.3
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	24	$2,539	
	Senior Estimator	$126.50	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	8	$1,005	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
9.4	**30% Constructability Review Reports**			$1,931	Task 9.4
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$126.50	4	$516	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	4	$240	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
9.5	**Review & Comment on Process Control Narrative**			$2,801	Task 9.5
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	2	$345	
	Assistant Project Manager	$105.80	4	$423	
	Senior Estimator	$128.90	2	$258	
	Mechanical Process Lead	$204.50	4	$818	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
9.6	**Value Analysis (VA) Work Shops**			$10,967	Task 9.6
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	8	$1,037	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
9.7	**Value Analysis (VA) Log**			$18,816	Task 9.7
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	16	$1,374	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	4	$240	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
9.8	**VA Review & Approval**			$8,338	Task 9.8
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	8	$719	
	Safety Manager	$125.60	0	$0	
9.9	**Reconciliation of Designers Cost Control Consultant Cost Model**			$14,273	Task 9.9
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	32	$2,749	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	16	$1,595	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
10	**60% Design Development**				$86,830
10.1	**60% Cost Model Update**			$17,866	Task 10.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	28	$2,962	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	24	$2,062	
	E/I & C Superintendent	$122.60	16	$1,962	
	Mechanical/Electrical Estimator	$99.70	24	$2,393	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
10.2	**60% Technical Design Project Meetings**			$8,470	Task 10.2
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	8	$1,005	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
10.3	**60% Constructability Review Work Shops**			$11,493	Task 10.3
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	8	$1,005	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
10.4	**60% Constructability Review Reports**			$1,931	Task 10.4
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	4	$516	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	4	$240	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
10.5	**Review & Comment on Process Control Narrative**			$2,801	Task 10.5
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	2	$345	
	Assistant Project Manager	$105.80	4	$423	
	Senior Estimator	$128.90	2	$258	
	Mechanical Process Lead	$204.50	4	$818	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
10.6	**Value Analysis (VA) Work Shops**			$10,967	Task 10.6
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	8	$1,037	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
10.7	**Value Analysis (VA) Log**			$13,014	Task 10.7
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	16	$1,374	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	16	$1,438	
	Safety Manager	$125.60	0	$0	
10.8	**VA Review & Approval**			$8,338	Task 10.8
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	8	$719	
	Safety Manager	$125.60	0	$0	
10.9	**Reconciliation of Designers Cost Control Consultant Cost Model**			$11,930	Task 10.9
	Project Executive	$238.60	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	32	$2,749	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	16	$1,595	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
11	**90% Design Development**				$110,130
11.1	**90% Cost Model Update**			$27,090	Task 11.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	32	$3,386	
	Senior Estimator	$128.90	32	$4,125	
	Mechanical Process Lead	$204.50	32	$6,544	
	Concrete/Civil Estimator	$85.90	32	$2,749	
	E/I & C Superintendent	$122.60	32	$3,923	
	Mechanical/Electrical Estimator	$99.70	32	$3,190	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
11.2	**90% Technical Design Project Meetings**			$8,470	Task 11.2
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	8	$1,005	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
11.3	**90% Constructability Review Work Shops**			$12,474	Task 11.3
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	8	$1,005	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
11.4	**90% Constructability Review Reports**			$1,690	Task 11.4
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	4	$516	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
11.5	**90% Bidability Reviews**			$13,566	Task 11.5
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	32	$2,749	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	16	$1,595	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
11.6	Review & Comment on Process Control Narrative			$2,592	Task 11.6
	Project Executive	$236.00	0	$0	
	Senior PM	$164.20	2	$328	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	2	$345	
	Assistant Project Manager	$105.80	4	$423	
	Senior Estimator	$128.90	2	$258	
	Mechanical Process Lead	$204.50	2	$409	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	2	$199	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
11.7	Value Analysis (VA) Work Shops			$10,967	Task 11.7
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	8	$1,037	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
11.8	Value Analysis (VA) Log			$13,014	Task 11.8
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	16	$1,374	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	16	$1,438	
	Safety Manager	$125.60	0	$0	
11.9	VA Review & Approval			$8,338	Task 11.9
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	8	$719	
	Safety Manager	$125.60	0	$0	
11.10	Reconciliation of Designers Cost Control Consultant Cost Model			$11,930	Task 11.10
	Project Executive	$236.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	16	$2,517	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	16	$2,062	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	32	$2,749	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	16	$1,595	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
12	**100% Contract Document Completion**				$103,771
12.1	**Development of Original Schedule of Values (SOV)**			$5,530	Task 12.1
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	24	$2,539	
	Senior Estimator	$128.90	4	$516	
	Mechanical Process Lead	$204.50	4	$818	
	Concrete/Civil Estimator	$85.90	4	$344	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	4	$399	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
12.2	**Finalize Schedule of Values**			$10,441	Task 12.2
	Project Executive	$238.00	2	$476	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	40	$4,232	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	24	$1,442	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
12.3	**Review and Approve SOV with Owner**			$6,066	Task 12.3
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
12.4	**Develop and Submit Final Construction GMP**			$55,050	Task 12.4
	Project Executive	$238.00	8	$1,904	
	Senior PM	$164.20	48	$7,882	
	Equipment/Procurement	$157.30	32	$5,034	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	48	$5,078	
	Senior Estimator	$128.90	56	$7,218	
	Mechanical Process Lead	$204.50	48	$9,816	
	Concrete/Civil Estimator	$85.90	64	$5,498	
	E/I & C Superintendent	$122.60	16	$1,962	
	Mechanical/Electrical Estimator	$99.70	48	$4,786	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administartor	$60.10	52	$3,125	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
12.5	**Review Final Construction GMP and Approve**			$25,654	Task 12.5
	Project Executive	$236.00	0	$0	
	Senior PM	$164.20	24	$3,941	
	Equipment/Procurement	$157.30	24	$3,775	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	24	$2,539	
	Senior Estimator	$128.90	24	$3,094	
	Mechanical Process Lead	$204.50	24	$4,908	
	Concrete/Civil Estimator	$85.90	24	$2,062	
	E/I & C Superintendent	$122.60	24	$2,942	
	Mechanical/Electrical Estimator	$99.70	24	$2,393	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
13	**Project Execution**				**$25,610**
13.1	**Site Specific Safety Plan**			$11,270	Task 13.1
	Project Executive	$236.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	8	$481	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	40	$5,024	
13.2	**Site Specific Quality Plan**			$14,340	Task 13.2
	Project Executive	$236.00	0	$0	
	Senior PM	$164.20	16	$2,627	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	16	$2,758	
	Assistant Project Manager	$105.80	24	$2,539	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	16	$2,010	
	Concrete Superintendent	$129.60	8	$1,037	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	16	$962	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
14	**Modular Trailer Relocation of Employees**				**$30,310**
14.1	**Trailer & Office Equipment Setup for Field Office**			$2,674	
	Project Executive	$236.00	0	$0	
	Senior PM	$164.20	0	$0	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
	Office Phone, Data, Equipment, Computers, Office Supplies	$27,636.00	1	$27,636	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
				Total Cost	$982,400
	Man Hour Summary	Total Hours	7565	$933,054	
	Project Executive	$236.00	60	$14,280	
	Senior PM	$164.20	682	$111,984	
	Equipment/Procurement	$157.30	710	$111,683	
	General Superintendent	$172.40	408	$70,339	
	Assistant Project Manager	$105.80	1393	$147,379	
	Senior Estimator	$125.90	843	$108,663	
	Mechanical Process Lead	$204.50	456	$93,252	
	Concrete/Civil Estimator	$89.90	744	$63,916	
	E/I & C Superintendent	$122.60	335	$41,071	
	Mechanical/Electrical Estimator	$99.70	715	$71,286	
	Mechanical Superintendent	$125.60	126	$15,826	
	Concrete Superintendent	$125.60	43	$5,573	
	Chief Scheduler	$89.50	103	$9,219	
	Project Administrator	$60.10	604	$36,308	
	CAD Coordinator	$89.90	302	$27,150	
	Safety Manager	$125.60	41	$5,159	

RFP No. 11.53541.01-LED
CMAR FOR WPCF INFRASTRUCTURE RELACEMENT
EXHIBIT E - ADDITIONAL PRECONSTRUCTION SERVICES COMPENSATION
MCCARTHY BUILDING COMPANIES, INC.
AUGUST 26,2011

Summary of Additional Services By Task

TASK	DESCRIPTION	TOTAL	TOTAL TASK
	Printing & Reproduction Costs	$ 10,000	$ 10,000
	Total 3.2.A		$ 65,503
3.2.A	- Additional Partnering Workshops Per Session (up to 3)	$ 35,503	
	- Facilitator for Additional Partnering Sessions (up to 3)	$ 30,000	
	Total 4.7.A		$ 19,768
4.7.A	- Subsurface Exploration - (2) Ground Water Test Wells	$ 11,700	
	- Subsurface Exploration (Report Preparation)	$ 8,068	
*	- Per Hour Potholing & Subsurface Exploration (UNIT PRICE ONLY)	$ 971	UNIT PRICE
	Total 5.3.A		$ 15,672
5.3.A	Vendor Presentations	$ 15,672	
	Total 5.4.A		$ 59,056
5.4.A	- Travel to Various Sites for Equipment Evaluation (up to 5 Visits)	$ 38,008	
	- Equipment and Factory Site Visits (up to 5 Visits)	$ 21,048	
	Total 6.4.1.A		$ 10,685
6.4.1.A	- Request for Subcontractor Qualification Process NRS 338 (Rev. per SB 268 Phased GMP)	$ 8,985	
	- Sub Prequalification Advertisements (Per SB268) (up to 2 additional)	$ 700	
	- Sub Presubmission Meeting Room Rental (Per SB 268) up to 2 additional)	$ 1,000	
	Total 6.4.2.A		$ 8,474
6.4.2.A	- Request for Proposal per NRS 338 (Rev. per SB 268 Phased GMP)	$ 6,774	
	- Sub Proposal Advertisements (Per SB268) (up to 2 additional)	$ 700	
	- Sub Pre-Bid Meeting Room Rental (Per SB 268) (up to 2 additional)	$ 1,000	
8.2.A	**3D Modeling (Select 1 Service from the Options Below)**		$ 224,401
8.2.A.1	- Develop Complete Level 300 3D Model	$ 224,401	
8.2.A.2	- Develop Level 300 Major Component 3D Model	$ 143,005	
8.2.A.3	- Develop Level 300 3D Model of Congested Areas / Clash Detection	$ 83,168	
8.2.A.4	- Develop Level 300 3D Model for Structure Tie-Ins and MOPO's	$ 36,420	
	Task 12.4.A		$ 10,382
12.4.A	- Develop and Submit Final PHASED Construction GMP (2 additional)	$ 10,382	
	Total 12.5.A		$ 8,657
12.5.A	- Review PHASED Conformed Set of Documents and Provide Report (2 additional)	$ 8,657	
	Total 12.6.A		$ 7,954
12.6.A	- Review PHASED Conformed Set of Documents and Provide Report (2 additional)	$ 7,954	
	* Unit Price Only	Total:	$ 440,552

Summarized Additional Cost for Each Phased GMP (Consists of Tasks, 6.4.1.A, 6.4.2.A, 12.4.A, 12.5.A, 12.6.A)	$ 23,076

Man Hour Summary	Rates	Hours
Project Executive	$ 238.00	44
Senior PM	$ 164.20	72
Equipment/Procurement	$ 157.30	176
General Superintendent	$ 172.40	56
Assistant Project Manager	$ 105.80	160
Senior Estimator	$ 128.90	104
Mechanical Process Lead	$ 204.50	80
Concrete/Civil Estimator	$ 85.90	56
E/I & C Superintendent	$ 122.60	32
Mechanical/Electrical Estimator	$ 99.70	72
Mechanical Superintendent	$ 125.60	16
Concrete Superintendent	$ 129.60	0
Chief Scheduler	$ 89.50	8
Project Admininstartor	$ 60.10	40
CAD Coordinator	$ 89.90	2448
Safety Manager	$ 125.60	0
	Total Hours	3364

RFP No. 11.53541.01-LED
CMAR FOR WPCF INFRASTRUCTURE RELACEMENT
EXHIBIT E - ADDITIONAL PRECONSTRUCTION SERVICES
MCCARTHY BUILDING COMPANIES, INC.
AUGUST 26,2011

TASK	DESCRIPTION	RATE $/HR or $/EA	MCCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
	Printing & Reproduction Costs	$10,000.00	1	$10,000	$10,000
3.2.A	**- Additional Partnering Workshops Per Session (up to 3)**	$11,834.40	3	$35,503	$65,503
	- Facilitator for Additional Partnering Sessions (up to 3)	$10,000.00	3	$30,000	
	Additional Partnering Workshops Per Session (Information Only)			$11,834	
	Project Executive	$238.00	8	$1,904	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	8	$1,258	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	8	$846	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	8	$687	
	E/I & C Superintendent	$122.60	8	$981	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
4.7.A	**- Subsurface Exploration - (2) Ground Water Test Wells**	$5,850.00	2	$11,700	$15,768
	- Subsurface Exploration (Report Preparation)			$8,068	
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	0	$0	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	16	$1,693	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	16	$3,272	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	8	$1,005	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	8	$719	
	Safety Manager	$125.60	0	$0	
	- Per Hour Potholing & Subsurface Exploration (UNIT PRICE ONLY) (this includes Soft Digging, Survey, Backfill, Super & Ass't PM per Hour)	$971.00	1	$971	
5.3.A	Vendor Presentations			$15,672	$15,672
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	40	$6,292	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	24	$2,539	
	Senior Estimator	$128.90	24	$3,094	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	8	$798	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
5.4.A	- Travel to Various Sites for Equipment Evaluation (up to 5 Visits)	$7,601.50	5	$38,008	$59,056
	- Equipment and Factory Site Visits (up to 5 Visits)			$21,048	
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	0	$0	
	Equipment/Procurement	$157.30	80	$12,564	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	80	$8,464	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
6.4.1.A	- Request for Subcontractor Qualification Process NRS 338 (Rev. per SB 268 Phased GMP)	$4,492.40	2	$8,985	$10,685
	- Sub Prequalification Advertisements (Per SB268) (up to 2 additional)	$350.00	2	$700	
	- Sub Presubmission Meeting Room Rental (Per SB 268) up to 2 additional)	$500.00	2	$1,000	
	Request for Subcontractor Qualification Process NRS 338 (Rev. per SB 268 Phased GMP) (Information Only)			$4,492	
	Project Executive	$238.00	4	$952	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	0	$0	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	4	$344	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	4	$399	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	8	$481	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
6.4.2.A	- Request for Proposal per NRS 338 (Rev. per SB 268 Phased GMP)	$3,387.20	2	$6,774	$8,474
	- Sub Proposal Advertisements (Per SB268) (up to 2 additional)	$350.00	2	$700	
	- Sub Pre-Bid Meeting Room Rental (Per SB 268) (up to 2 additional)	$500.00	2	$1,000	
	Request for Proposal per NRS 338 (Rev. per SB 268 Phased GMP) (Information Only)			$3,387	
	Project Executive	$238.00	2	$476	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	0	$0	
	Senior Estimator	$128.90	8	$1,031	
	Mechanical Process Lead	$204.50	0	$0	
	Concrete/Civil Estimator	$85.90	4	$344	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	4	$399	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Admininstartor	$60.10	8	$481	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
8.2.A	**3D Modeling (Select 1 Service from the Options Below)**				
8.2.A.1	**- Develop Complete Level 300 3D Model**			$224,401	$224,401
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	0	$0	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	8	$716	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	2440	$219,356	
	Safety Manager	$125.60	0	$0	
8.2.A.2	**- Develop Level 300 Major Component 3D Model**			$143,005	$143,005
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	0	$0	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	8	$716	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	1534.6	$137,961	
	Safety Manager	$125.60	0	$0	
8.2.A.3	**- Develop Level 300 3D Model of Congested Areas / Clash Detection**			$83,168	$83,168
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	0	$0	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	8	$716	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	869	$78,123	
	Safety Manager	$125.60	0	$0	
8.2.A.4	**- Develop Level 300 3D Model for Structure Tie-ins and MOPO's**			$36,420	$36,420
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	8	$1,314	
	Equipment/Procurement	$157.30	0	$0	
	General Superintendent	$172.40	8	$1,379	
	Assistant Project Manager	$105.80	0	$0	
	Senior Estimator	$128.90	0	$0	
	Mechanical Process Lead	$204.50	8	$1,636	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	0	$0	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.60	0	$0	
	Chief Scheduler	$89.50	8	$716	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	349	$31,375	
	Safety Manager	$125.60	0	$0	

TASK	DESCRIPTION	RATE $/HR or $/EA	McCARTHY TOTAL HOURS or QTY	TOTAL COST PER PERSON	TOTAL COST PER TASK
12.4.A	- Develop and Submit Final PHASED Construction GMP (2 additional)	$5,191.20	2	$10,382	$10,382
	Develop and Submit Final PHASED Construction GMP (Information Only)			$5,191	
	Project Executive	$238.00	2	$476	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	4	$690	
	Assistant Project Manager	$105.80	4	$423	
	Senior Estimator	$128.90	4	$516	
	Mechanical Process Lead	$204.50	4	$818	
	Concrete/Civil Estimator	$85.90	4	$344	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	4	$399	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.50	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	4	$240	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
12.5.A	- Develop and Submit Final PHASED Construction GMP (2 additional)	$4,328.40	2	$8,657	$8,657
	Review Final PHASED Construction GMP and Approve (Information Only)			$4,329	
	Project Executive	$238.00	2	$476	
	Senior PM	$164.20	4	$657	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	0	$0	
	Assistant Project Manager	$105.80	0	$0	
	Senior Estimator	$128.90	4	$516	
	Mechanical Process Lead	$204.50	4	$818	
	Concrete/Civil Estimator	$85.90	4	$344	
	E/I & C Superintendent	$122.60	4	$490	
	Mechanical/Electrical Estimator	$99.70	4	$399	
	Mechanical Superintendent	$125.60	0	$0	
	Concrete Superintendent	$129.50	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
12.6.A	- Review PHASED Conformed Set of Documents and Provide Report (2 additional)	$3,976.80	2	$7,954	$7,954
	Review Conformed Set of Documents & Provide Report (Information Only)			$3,977	
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	0	$0	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	4	$690	
	Assistant Project Manager	$105.80	4	$423	
	Senior Estimator	$128.90	4	$516	
	Mechanical Process Lead	$204.50	4	$818	
	Concrete/Civil Estimator	$85.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.70	4	$399	
	Mechanical Superintendent	$125.60	4	$502	
	Concrete Superintendent	$129.50	0	$0	
	Chief Scheduler	$89.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
				Total Additional Services:	$440,552
				w/ 8.2.A.1 Included	

		Total Hours	3364		
	Man Hour Summary			$347,444	
	Project Executive	$238.00	44	$10,472	
	Senior PM	$164.20	72	$11,822	
	Equipment/Procurement	$157.30	176	$27,685	
	General Superintendent	$172.40	56	$9,654	
	Assistant Project Manager	$105.80	160	$16,928	
	Senior Estimator	$128.90	104	$13,406	
	Mechanical Process Lead	$204.50	80	$16,360	
	Concrete/Civil Estimator	$85.90	56	$4,810	
	E/I & C Superintendent	$122.60	32	$3,923	
	Mechanical/Electrical Estimator	$99.70	72	$7,178	
	Mechanical Superintendent	$125.60	16	$2,010	
	Concrete Superintendent	$129.50	0	$0	
	Chief Scheduler	$89.50	8	$716	
	Project Administrator	$60.10	40	$2,404	
	CAD Coordinator	$89.90	2448	$220,075	
	Safety Manager	$125.60	0	$0	

12.6.A	- Review PHASED Conformed Set of Documents and Provide Report (2 additional)	$3,976.50	2	$7,954	$7,954
	Review Conformed Set of Documents & Provide Report (Information Only)			$3,977	
	Project Executive	$238.00	0	$0	
	Senior PM	$164.20	0	$0	
	Equipment/Procurement	$157.30	4	$629	
	General Superintendent	$172.40	4	$690	
	Assistant Project Manager	$105.80	4	$423	
	Senior Estimator	$128.90	4	$516	
	Mechanical Process Lead	$204.50	4	$818	
	Concrete/Civil Estimator	$55.90	0	$0	
	E/I & C Superintendent	$122.60	0	$0	
	Mechanical/Electrical Estimator	$99.75	4	$399	
	Mechanical Superintendent	$125.60	4	$502	
	Concrete Superintendent	$129.50	0	$0	
	Chief Scheduler	$59.50	0	$0	
	Project Administrator	$60.10	0	$0	
	CAD Coordinator	$89.90	0	$0	
	Safety Manager	$125.60	0	$0	
				Total Additional Services:	$440,552
				w/ 6.2.A.1 Included	

		Total Hours	3364		
	Man Hour Summary			$347,444	
	Project Executive	$238.00	44	$10,472	
	Senior PM	$164.20	72	$11,822	
	Equipment/Procurement	$157.30	176	$27,685	
	General Superintendent	$172.40	56	$9,654	
	Assistant Project Manager	$105.80	160	$16,928	
	Senior Estimator	$128.90	104	$13,406	
	Mechanical Process Lead	$204.50	80	$16,360	
	Concrete/Civil Estimator	$55.90	86	$4,810	
	E/I & C Superintendent	$122.60	32	$3,923	
	Mechanical/Electrical Estimator	$99.75	72	$7,178	
	Mechanical Superintendent	$125.60	16	$2,010	
	Concrete Superintendent	$129.50	0	$0	
	Chief Scheduler	$59.50	6	$716	
	Project Administrator	$60.10	40	$2,404	
	CAD Coordinator	$89.90	2448	$220,075	
	Safety Manager	$125.60	0	$0	

City Personnel

City Representative: John Bettencourt

CMAR Personnel

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

Project Executive: Raymond Sedey
Sr. Project Manager: Shawn Ingram
Mechanical Process Lead: Frank Scopetti
Senior Estimator: Jason Howard
Equipment / Procurement: Jim Curcio

ATTACHMENT 2
FEE STRUCTURE PROPOSAL

Date of Proposal: ~~April 7, 2011~~ Amended August 26, 2011

Finalist: McCarthy Building Companies, Inc.
COMPANY NAME

PRECONSTRUCTION SERVICES*

Proposed Fixed Fee: $ 982,400

CONSTRUCTION AND POST CONSTRUCTION SERVICES*

Form of compensation: The cost of the work, plus a fee, with a guaranteed maximum price.

Proposed Fee Breakdown Structure:

Base Contract

General Conditions/Overhead	$ 3,663,063.00
Fee	$ 3,500,000.00

Change Orders

General Conditions/Overhead	% Markup 5.5%
Fee	% Markup 3.5%

***General Conditions and Fee Inclusions (but not limited to):**

Project Executive	General Labor	Permitting/City Licenses
Project Manager	Computer Charges	Scheduling
Project Engineer	Data Processing	Project field Office
General Superintendent	Fax Office/Job	Protection of work
Superintendent	Safety Enforcement & Safety Signage	Blueprinting
Accounting Services	Secretarial Services	Daily & Final Clean Up/
General Overhead	First Aid Facilities	Trash Dumpsters
Telephone Expenses	UPS/Fed Ex	Security of property during construction
Mail	General Field Coordination	Small Tools
Insurance	Toilet Facilities	Petty Cash
Home office Expenses	Tenant Vendor Coordination	
Preconstruction Services	Estimation	
Office Supplies		

**The cost of bonds are not included in the change order mark-ups noted above.

Note: Using the format provided in Form A, Finalists shall provide a detailed breakdown of the assumptions used to establish their proposed preconstruction fee and construction/post construction general conditions/overhead and fee shown on this page.

FORM A - ASSUMPTIONS AND BREAKDOWN STRUCTURE FOR PRECONSTRUCTION AND CONSTRUCTION/POST CONSTRUCTION SERVICES

Finalist shall detail the labor and direct job cost assumptions used to establish their proposed fee for preconstruction and general conditions/overhead and fee construction/post construction services shown on page 1 of this Attachment. The labor breakdown can be stated either as a lump sum or based on hourly rates. The breakdown shall be distinguished between preconstruction and construction/post construction phases and include sufficient information for the owner to determine how the proposed fees and general conditions/overhead were established all. Man-hours are to be submitted for comparison purposes only. The actual level of effort is the sole responsibility of the CMAR awarded the contract. The contract for preconstruction services will be a lump sum fee which includes all labor, overhead, profit and direct and indirect job expenses to provide the services necessary to complete this project. The contract for construction/post construction services will be for the cost of the work, plus a fee, with a guaranteed maximum price.

PRECONSTRUCTION SERVICES – ASSUMPTIONS AND BREAKDOWN

LABOR (Show as man-hours/hourly rate or lump sum fee)

Position/Activity*	Man-hours	Hourly Rate	Lump Sum Fee	Extended Cost
DUE TO DETAIL SEE ATTACHED BREAKDOWN				
			Subtotal	$982,400.00

DIRECT JOB COSTS

DIRECT JOB COST ITEMS*	COST
Subtotal	$0.00

Grand Total Preconstruction	$982,400.00

* Finalist's shall use the General Conditions and Fee Inclusion list contained on page 1 of this Attachment as a guideline for preparing their breakdown. Additional positions and activity categories should be added as required to support this Project.

CONSTRUCTION/POST CONSTRUCTION SERVICES – ASSUMPTIONS AND BREAKDOWN

LABOR (Show as man-hours/rate or lump sum fee)

Position/Activity*	Man-hours	Hourly Rate	Lump Sum Fee	Extended Cost
DUE TO DETAIL SEE ATTACHED BREAKDOWN				
			Subtotal	$2,889,108.00

DIRECT JOB COSTS

DIRECT JOB COST ITEMS*	COST
DUE TO DETAIL SEE ATTACHED BREAKDOWN	
Subtotal	$773,955.00

Grand Total Construction/Post Construction	$3,663,063.00

* Finalist's shall use the General Conditions and Fee Inclusion list contained on page 1 of this Attachment as a guideline for preparing their breakdown. Additional positions and activity categories should be added as required to support this Project.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve award of Modification No. 6 to Contract No. 050051-LW, Software, Support, Training and Professional Services - Department of Human Resources - Award recommended to: AON ESOLUTIONS, INC. ($50,000 - Liability Insurance and Property Damage Internal Service Fund and Employee Benefit Internal Service Fund)

Fiscal Impact

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

Amount: $50,000
Funding Source: Liability Insurance and Property Damage ISF and Employee Benefit ISF
Dept./Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
On December 15, 2004 City Council approved award of this contract to provide software, support, training and professional services for a comprehensive workers' compensation and liability claims management system for the Insurance Services Division. Subsequent modifications have provided for necessary upgrades and additional modules. This modification allows for further development and professional services including the modification of an existing algorithm to accommodate unique claim numbering for six insurance types including maintenance and support services.

PCC: C. White
POC: Douglas Wilson - (925) 242-4600

RECOMMENDATION:
That City Council approve award of Modification No. 6 to Contract No. 050051-LW, Software, Support, Training and Professional Services to AON eSolutions, Inc. in the amount of $50,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 6 to Contract No. 050051-LW
2. Certificate - Disclosure of Ownership/Principals

Modification No. 6
Software Support, Training and Professional Services

THIS MODIFICATION NO. 6 is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and AON eSOLUTIONS, INC. (hereinafter the "Company") a Corporation, having offices located at Bishop Ranch 8, 5000 Executive Parkway, Suite 340 San Ramon, California, 94583.

The Contract between the City and the Company, dated December 15, 2004, with Modification No. 1 dated August 19, 2005, Modification No. 2 dated November 30, 2006, Modification No. 3 dated June 26, 2009, Modification No. 4 dated November 18, 2009 and Modification No. 5 dated December 21, 2010, is hereby modified as follows:

1. **Paragraph B-3. 6. Prices/Costs, Project Management/Implementation Support.** Add (iv) Development and (v) Professional Services.

(iv) Development of modification of an existing algorithm to accommodate unique claim numbering for six insurance types, up to10 hours @ $250/hour.

(v) Professional Services, up to16 hours @ $200/hour.

2. **Paragraph B-3.9 Annual Maintenance.** Modify annual fee to add up to $562.50 (dependent upon development hours).

DELETE: Paragraph B-3.9 in its entirety.

REPLACE WITH:

9. Annual Maintenance **Annual Fee: $30,308**

The fee is based on 22.5% of total license fees.

3. **Paragraph B-3.12 Total Contract Value**. Revise contract total to add $6,262.50.

DELETE: Paragraph B-3.12 in its entirety.

REPLACE WITH:

12. Total Contract Value: The total contract value is increased up to $6,262.50 from $371,108.50 to $377,371.00.

4. Paragraph C-7 Maintenance and Support Services. Update Paragraph (a) list. Add Paragraph (i).

ADD TO (a) LIST:

- Unique Claim Numbering

ADD PARAGRAPH (I):

(i) The Company will provide a modification to an existing algorithm to accommodate unique claim numbers for six insurance types, three current requirements and three future requirements.

5. Paragraph C-9 Unique Claim Numbering. Add C-9 Development of Unique Claim Numbering to modify existing algorithm to accommodate unique claim numbering.

C-9 Development of Unique Claim Numbering.

The Company will modify existing algorithm to accommodate unique claim numbering for six insurance types.

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

The balance of this page intentionally left blank

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

CITY OF LAS VEGAS

ATTEST:

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 9-6-11
Deputy City Attorney
Date

AON eSOLUTIONS, INC.

DOUGLAS WILSON, Global Director of
Operations and Administration

"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**
Name Aon eSolutions, Inc.
Address: 3350 Riverwood Parkway, Suite 80, 5th Floor, Atlanta, GA 30339
Telephone: 770-308-5425
EIN or DUNS: 68-6331363

Block 2 **Description**
Subject Matter of Contract/Agreement: Software, Professional Services, and Support & Maintenance.
Contract No. 050051

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.	**Kathleen M. Burns/CEO**	**200 East Randolph Chicago, IL 60601**	**312-381-3092**
2.	**Stephen Rhee/COO**	**200 East Randolph Chicago, IL 60601**	**312-381-4718**
3.	**Douglas Wilson/ Global Director, Operations & Administration**	**3350 Riverwood Parkway, Suite 80, 5th Floor, Atlanta, GA 30339**	**770-308-5425**
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

Doug Wilson, Global Director Operations & Administration

August 31, 2011

Subscribed and sworn to before me this 31st day of August, 2011

LORETTA M GAID NOTARY PUBLIC COBB COUNTY, GEORGIA

Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve award of Contract No. 110174-PH, Outreach Coordinator Services for Nevada Retrofit Initiative - Office of Administrative Services - Award recommended to: PURDUE MARION AND ASSOCIATES CORPORATION ($425,000 - Multipurpose Special Revenue Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $425,000
Funding Source: Multipurpose SRF
Dept./Division: Administrative Services

PURPOSE/BACKGROUND:
The Nevada Retrofit Initiative (NRI) is a State grant funded by the Nevada State Office of Energy in an effort to encourage homeowners to make home improvements to increase energy efficiency. Purdue Marion and Associates Corporation was selected through a competitive Request for Proposals process.

PCC: E. Vandyck
POC: William Marion - (702) 222-2362

RECOMMENDATION:
That City Council approve award of Contract No. 110174-PH, Outreach Coordinator Services for Nevada Retrofit Initiative to Purdue Marion and Associates Corporation in the amount of $425,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 110174-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR OUTREACH COORDINATOR
FOR THE NEVADA RETROFIT INITIATIVE

THIS CONTRACT is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and PURDUE MARION AND ASSOCIATES CORPORATION (hereinafter the "Company") having its principal office located at 3455 Cliff Shadows Parkway, Suite 190, Las Vegas, Nevada 89129.

SECTION A – Contract Form

The subject matter of this Contract is the provision of outreach and public relations services in support of the Nevada Retrofit Initiative (NRI).

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

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

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

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

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

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

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

(h) "*Nevada Retrofit Initiative (NRI)*" means the Nevada State Grant funded effort to encourage homeowners in making home improvements to increase energy efficiency.

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

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

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay up to the Not to Exceed amount of $425,000 for the performance of this Contract.

Item No.	Description	Quantity	Price	Total
1	Media Kit	2	$2,500	$5,000
2	Marketing Plan	2	$9,000	$18,000
3	Marketing Plan Implementation	24	$7,916	$190,000
4	Financial and Performance Reports	24	$500	$12,000
5	**Reimbursable**			
5 (a)	Travel (Not to Exceed)	1	$18,000	$18,000
5 (b)	Design and Printing (Not to Exceed)	1	$76,500	$76,500
5 (c)	Advertising (Not to Exceed)	1	$61,000	$61,500
5 (d)	Event Costs (Not to Exceed)	1	$44,000	$44,000
			Grand Total	**$425,000**

(b) Reimbursable Expenses. The City shall reimburse the Company at cost for actual out-of-pocket expenses for such items as advertising, marketing, long distance telephone charges, printing and copying, and postage and delivery charges. The Company will work proactively with the City to ensure that expenses are in keeping with the City's expectations. Reimbursable expenses for the duration of this contract shall not exceed the following;

Reimbursable Expense	Not to Exceed Amount
Travel	$18,000
Printing (program brochure, financing rack card, door hangers, billboard vinyl's)	$33,000
Graphic Design & Copywriting	$43,500
Advertising	$61,500
Event Costs (location costs, refreshments, and technical support)	$44,000
Reimbursable Expense Total (Not to Exceed)	**$200,000**

(c) Reimbursable Travel Expenses. If travel is required in the performance of services under this Contract, reasonable travel expenses will be paid based on the established Not to Exceed cost when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate in accordance with then-current per diem schedules published by the IRS. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

B-4 Invoices

(a) The Company shall submit an invoice to the City each month in accordance with the delivery schedule set forth in Paragraph B-5 (Period/Delivery Schedule) below. All invoices should identify the following items:

(i) the date of the invoice, and invoice number;

(ii) the purchase order number;

(iii) the Contract Item against which charges are made;

(iv) performance dates covered;

(v) receipts for Reimbursable Expenses/Travel Expenses;

(vi) summary of completed tasks and

(vii) financial and performance report

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

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

(b) The Company shall forward a copy of the invoice, summary of completed tasks with a financial and performance report to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date through September, 2013.

(b) Delivery Schedule. The City and Company anticipate that Deliverables will be completed approximately in accordance with the following Delivery Schedule:

Milestone Task	Delivery Date
Preliminary Media Kit	November 1, 2011
Preliminary Marketing Plan	November 1, 2011
Final Marketing Plan	December 15, 2011
Marketing Materials	January 15, 2012
Final Media Kit	January 15, 2012
Periodic Financial & Performance Reports	December 15, 2011
	March 15, 2012
	June 15, 2012
	September 15, 2012
	December 15, 2012
	March 15, 2013
Final Report	September 30, 2013

SECTION C – Statement of Work and Deliverables

C-1 Scope of Services

The Company will work closely with the City, and various Program Partners, to develop and implement a marketing plan mainly focused on neighborhood-level outreach, with a regional component as well. The Marketing Plan will include a recommendation to change the name of the Nevada Retrofit Initiative. Approximately 80% of the plan's focus and expenditures will be in southern Nevada and 20% in northern Nevada. The strategic plan is located in Exhibit A.

The Company shall be responsible for:

(a) Development of a Media Kit containing, at minimum: logo, program messaging and program name/brand (in place of the current "NRI" name). The logo will be used concurrently with HomeFree Nevada and Home Performance with ENERGY STAR marks.

(b) Development of a Marketing Plan that outlines the best methods (within scope and budget) for coordinated efforts of Program Partners to:

(i) target neighborhood Homeowner Associations (HOAs) and other community and commercial organizations selected by the City and Program Partners to increase buy-in,

(ii) provide information to homeowners on HomeFree Nevada program requirements and costs and benefits of energy efficiency upgrades,

(iii) develop a mixed media outreach campaign that provides information to the general public on the costs and benefits of energy efficiency upgrades,

(iv) develop and deliver NRI program messaging.

(c) Directing neighborhood outreach and messaging targeted sectors of the community in accordance with the Marketing Plan,

(d) Utilizing training and data tools provided by the City and Program Partners to mobilize volunteers to effectively canvass target neighborhoods,

(e) Developing marketing materials for affiliates in accordance with the Marketing Plan,

(f) Publicizing and hosting events where residents can sign up for the program,

(g) Working to partner with national home improvement retailers for sponsorships, retrofit materials, donations, or other appropriate opportunities in accordance with the Marketing Plan,

(h) Identification and leverage of additional marketing dollars to augment the Company's efforts,

(i) Preparation of financial and performance reports to meet grant requirements. Company may invoice monthly or quarterly. Each invoice must be accompanied by a summary of completed tasks, financial and performance report, and

(j) Helping to create a sustainable program beyond the grant term.

C-2 Deliverables

Company will provide deliverables in accordance with Exhibit A.

SECTION D – Special Clauses

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

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

(i) received by the party to whom it is directed by hand delivery or personal service, or

(ii) transmitted by facsimile with confirmation of transmission, or

(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE COMPANY: Purdue Marion and Associates
William Marion
3455 Cliff Shadows Parkway, Suite 190
Las Vegas, Nevada 89129
Fax: (702) 222-2386

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

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

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

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

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

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

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

D-3 Warranty – Services [CAO-7/24/08]

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

D-4 Intellectual Property Rights [CAO-7/24/08]

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

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

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

D-6 Additional Federal Requirements

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

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

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

(d) This Contract was awarded on the basis on the Company's "Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters", set forth in Attachment 2, which is made a part of this Contract.

(e) If the amount of this Contract is $100,000 or more, the Company shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Sec. 1352), and such requirements shall flow down to any subcontractor receiving a contract of $100,000 or more from the Company. The Company's "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions", set forth in Attachment 3, is made a part of this Contract.

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

(g) Any subcontract awarded by the Company under this Contract shall include the above paragraphs.

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

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

SECTION E – General Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-1/12/09]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

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

(iii) Commercial Automobile Liability Insurance of limits 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 in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

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

Submit certificates of insurance to:

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

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

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

(c) The City, its officers and employees shall be named as additional insureds on general and automobile liability policies, and such notation shall appear on the certificate of insurance furnished by the Company's

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

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

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

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

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

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

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

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

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

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.

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

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

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

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

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

Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

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

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

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

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

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

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

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

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

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

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

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any provision of this Contract void, shall in no way affect the validity or enforceability of any other provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that

comes as close as possible to the intent of the stricken provision. This clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Conforming Services [CAO-7/24/08]

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

E-13 Modification/Amendment [CAO-7/24/08]

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

E-14 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

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

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

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

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

E-16 Public Records [CAO-7/24/08]

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

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

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

Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

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

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

E-18 Marketing Restrictions [CAO-7/24/08]

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

E-19 Limitation of Funding [CAO-7/24/08]

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

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

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

(i) Description of services to be performed.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(ii) Place of performance of the services.

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

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

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

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

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

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

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]		2
Attachment 2	Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters [Paragraph D-6(d)]		1
Attachment 3	Certification Required by Section 1352 of Title 31		3
Exhibit A	Company Strategic Plan Timeline		2

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-6-11
Deputy City Attorney Date

PURDUE MARION AND ASSOCIATES CORPORATION

WILLIAM MARION, Principal

"Company"

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the Southern Nevada Regional Housing City.

"Board" means the governing body of the City.

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

"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. Background

In order to avoid any appearance of impropriety, Contracting Entities seeking to enter into certain contracts or agreements with the City 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
	Outreach Coordinator for Nevada Retrofit Initiative
Name Purdue Marion & Associates	
Address 3455 Cliff Shadows Pkwy #190 Las Vegas, NV 89129	
Telephone 702-222-2362	
EIN or DUNS 121517184	**CONTRACT# 110174-PH**

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Lynn Purdue	3455 Cl. Ct Shadows Ridge Las Vegas, NV 89129	702.222.2362
2.	William Marion	Same as above	Same as above
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

Bill Marion
Name

Sept. 1, 2011
Date

Subscribed and sworn to before me this 1 day of September 2011

Nicol Montalto
Notary Public

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 99-35681-1
MY APPT. EXPIRES MAR. 1, 2015

ATTACHMENT 2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS **

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE	TITLE
COMPANY	DATE

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

ATTACHMENT 3

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

The undersigned certifies, to the best of his or her knowledge and belief that:
(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

_____
Signature

_____
Title

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB 0348-46

Type of Federal Actions:	**2. Status of Federal Actions:**	**3. Report Type:**
☐ a. contract	☐ a. bid/offer/application	☐ a. initial filing
☐ b. grant	☐ c. Initial Award	☐ b. material change
☐ c. cooperative agreement	☐ d. post-award	**For Material Change Only:**
☐ d. loan		year _____ quarter _____
☐ e. loan guarantee		date of last report_____
☐ f. loan insurance		

4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Sub-awardee** Tier ____(if known **Congressional District,** if known	**5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:** **Congressional District,** if known
6. Federal Department/Agency:	**7. Federal Program Name/Description** CFDA Number, if applicable _____
8. Federal Action Number, if known	**9. Award Amount,** if known **$**
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI)*: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	**b. Individual Performing Services** (*last name, first name, MI*): (Including address if different from No.10a) (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Form of Payment (check all that apply): $ _____ ☐ actual ☐ planned **12. Amount of Payment** (check all that apply) ☐ **a. cash** ☐ **b. in-kind; specify:** **nature** _____ **value** _____	**13. Type of Payment** (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s) employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation Sheet SF-LLL-A, attached: ☐**Yes** ☐**No**	

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is *required* pursuant to 31 U.S.C/ 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

EXHIBIT A
Nevada Retrofit Initiative
Strategic Plan Timeline

September – December, 2011

Purdue Marion & Associates, in coordination with Kickstand/Sustineo Creative will:

- Coordinate with local governments to target neighborhoods and homeowner's associations for initial series of neighborhood outreach programs;
- Set up and attend all necessary meetings with client partners to ensure an understanding of current and future activity, goals and objectives, and to develop strategy for the creative components for the campaign;
- Develop primary and secondary messages for the Project;
- Develop plans with set goals and recommended tactics, ensuring that the public relations campaigns work to meet the goals and objectives for the Project;
- Create initial necessary media communications materials for the Project, including press releases, fact sheets, background information, etc.;
- Begin preparation of a comprehensive marketing plan to include outreach strategy and calendar, paid advertising strategy and calendar, community events calendar and partnership/sponsorship opportunities.

In addition, Kickstand/Sustineo Creative will:

- Begin creating content and coordinate production of campaign brochure, door hangers, on-line and print ads, temporary fliers and other collateral materials for client approval;
- Provide creative components to include photography, illustration, testing and research;
- Begin creating all brand specs, including the brand guide, logos, fonts, colors and other brand requirements.

In addition, Purdue Marion & Associates will:

- Provide initial necessary media communications materials for the Project, including press releases, fact sheets, background information in advance of "Town Hall" meetings;
- Hold one Town Hall meeting at designated location in Northern Nevada
- Hold one Town Hall meeting at designated location in Southern Nevada
- Research and develop a custom media contact database for the Project;
- Work with program partners to create effective presentation program;
- Reach out to reporters to maintain relationships and introduce new reporters to the Project;
- Identify topical news stories and pitching angles and coordinate all media interviews;
- Identify potential program partners and sponsors;

In addition, Kickstand/Sustineo Creative will:

- Deliver initial creative components to include photography, illustration, testing and research;
- Deliver initial and future brand specs, including the brand guide, logos, fonts colors and other brand requirements;

Purdue Marion & Associates, in coordination with Kickstand/Sustineo Creative will:

- Begin creating content and coordinate production of campaign brochure, door hangers, on-line and print ads, temporary fliers and other collateral materials for client approval;
- Provide initial creative components to include photography, illustration, testing and research;
- Begin creating all brand specs, including brand guide, logos, fonts, colors and other brand requirements
- Conclude public relations counsel as it pertains to planning initiatives and strategy development;
- Set up and attend all necessary meetings with client partners to ensure an understanding of current and future activity, goals and objectives, and to develop strategy for the creative components for the campaign;
- Identify targeted neighborhoods and homeowner's associations for initial series of neighborhood outreach programs;
- Reinforce distribution of resources (i.e. maintain presence in both Northern and Southern Nevada).
- Provide Quarterly Reports and updates.

January 2012 – September 2012

Purdue Marion & Associates will:

- Conduct pilot neighborhood and homeowners association meetings and open houses;
- Provide program content to homeowners association newsletters and websites;
- Continue research and identification for further neighborhood initiatives;
- Canvass select neighborhoods, particularly those without organized association support;
- Hold one Town Hall meeting at designated location in Northern Nevada
- Hold one Town Hall meeting at designated location in Southern Nevada
- Assist in coordinating community event participation activities;
- Assist with initiating scheduling for Speakers Bureau opportunities;
- Expand media relations opportunities;
- Identify and expand partnership and sponsorship opportunities;
- Provide Quarterly Reports and Updates.

In addition, Purdue Marion & Associates, together with Kickstand/Sustineo Creative, will:

- Review and evaluate program strategy and initiatives, recommending and implementing program refinements;
- Review effectiveness of program materials and neighborhood marketing implementation;
- Attend all meetings with client partners for program review and evaluation.

In addition, Kickstand/Sustineo Creative will:

- Make adjustments to collateral and advertising components as needed;
- Coordinate Seasonal advertising strategy;
- Prepare creative design for print ads; on-line video components, and billboard vinyls.

September 2012 – September 2013

Purdue Marion & Associates, together with Kickstand/Sustineo Creative, will:

- Review effectiveness of program materials and neighborhood marketing implementation;
- Reposition marketing collateral and advertising components to meet changing needs of program reinforcement;
- Coordinate Seasonal advertising strategy.

In addition, Purdue Marion & Associates will

- Conduct continued neighborhood and homeowners association meetings and open houses;
- Provide program content to homeowners association newsletters and websites;
- Continue research and identification for further neighborhood initiatives;
- Canvass targeted neighborhoods, particularly those without fully organized association support;
- Hold one Town Hall meeting at designated location in Northern Nevada
- Hold one Town Hall meeting at designated location in Southern Nevada
- Assist in coordinating community event participation activities;
- Assist with scheduling for Speakers Bureau opportunities;
- Provide on-going training for program representatives;
- Implement community event participation plan;
- Continue coordination of media relations opportunities;
- Review and evaluate program strategy and initiatives, recommending and implementing program refinements;
- Expand media relations opportunities;
- Expand partnership and sponsorship opportunities;

- Provide financial/performance report on June 15, 2013 and September 15, 2013
- Provide Quarterly Reports and Updates; and
- Assist client partners in creating Final Program Report at least 2 weeks in advance of 9.30.13

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the Southern Nevada Regional Housing City.

"Board" means the governing body of the City.

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

"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. Background

In order to avoid any appearance of impropriety, Contracting Entities seeking to enter into certain contracts or agreements with the City 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
	Outreach Coordinator for Nevada Retrofit Initiative
Name Purdue Marion & Associates	
Address 3455 Cliff Shadows Pkwy #190 Las Vegas, NV 89129	
Telephone 702.222.2362	
EIN or DUNS 121517184	**CONTRACT# 110174-PH**

Block 3 Type of Business

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

Contract No. 110174-PH
Outreach Coordinator for Nevada Retrofit Initiative
Attachment 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Lynn Purdue	3455 Cliff Shadows #190 Las Vegas, NV 89129	702-222-2362
2.	William Marion	Same as above	Same as above
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

[signature]
Name

Sept. 1, 2011
Date

Subscribed and sworn to before me this 1 day of September 2011

[signature]
Notary Public

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 99-35681-1
MY APPT. EXPIRES MAR. 1, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120020-TF, Prime Design Services Agreement for Development Services Center Upgrades located at 333 North Rancho Drive - Department of Public Works - Award recommended to: JMA ARCHITECTS, INC. ($300,803 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $300,803
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for consultant design services for upgrades to the Development Services Center including, but not limited to: smoke removal and fire alarm modifications, fire pump service upgrade, guardrail replacement and restroom renovations. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Michael Crowe - (702) 731-2033

RECOMMENDATION:
That City Council approve award of Agreement No. 120020-TF, Prime Design Services Agreement for Development Services Center Upgrades to JMA Architects, Inc. in the amount of $300,803. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120020-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
DEVELOPMENT SERVICES CENTER UPGRADES

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 **JMA ARCHITECTS, INC.**, (the "Consultant"), a **Corporation**, whose address is **10150 Covington Cross, Las Vegas, NV 89144.**

WITNESSETH:

WHEREAS, the City intends to construct the **Development Services** Center Upgrades (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this

Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

provide proper facilities for such access and inspection.

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance

with the time schedule set forth in this Agreement,

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

Agreement.

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

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

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall

have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

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

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in

any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 01/22/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By_____
Thomas J. Schoeman, AIA, JMA Architecture

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:
100.2.1.1 Site address: 333 North Rancho Drive, Las Vegas, Nevada 89106

100.3 PROJECT DELIVERY METHOD

100.3.1 Project delivery method shall be Construction Manager at Risk (CMAR).
100.3.2 Throughout the design process, the Consultant shall communicate and coordinate with the Owner, CMAR, other involved agencies, and other consultants as may be required.

100.4 PROJECT PROGRAM

100.4.1 The Project program, which may be altered as the Project develops, contains the following:
100.4.1.1 Smoke removal and fire alarm modifications based upon revised Fire Life Safety Report and 1979 Code of Record to include extension of existing penthouse and replacement of mechanical exhaust fans.
100.4.1.2 Electrical panel identification and labeling.
100.4.1.3 Fire pump service upgrade.
100.4.1.4 Replacement of guardrail around atrium at each floor.
100.4.1.5 Reconfigure front entry concrete and ADA access.
100.4.1.6 Provide direction signage at all accessible entrances
100.4.1.7 Add protective barriers atl drinking fountains for floors 2-9
100.4.1.8 Replace drinking fountains on floors 2-9 with ADA accessible units.
100.4.1.9 Renovate existing restrooms on floors 2-9 to include replacement of existing plumbing piping.
100.4.1.10 Renovate unoccupied tenant spaces.
100.4.1.11 Remove lobby fountain and design feature wall in fountain location.
100.4.1.12 Replace all old atrium doors to tenant spaces and stairway doors to match newly installed doors and hardware. Replace all old suite doors and hardware to match new doors and hardware.
100.4.1.13 Interchangable office nameplates with room numbers.
100.4.1.14 Replace carpet at 3rd level breezeway to elevator lobby.
100.4.1.15 Replace existing foam roof with a single ply roofing system.
100.4.1.16 Provide sketch up model and three color options for exterior of the Development Services Center. Exterior elevations to be included in construction documents and will show new sealants at the existing panels and will call out new paint finishes for the building.

100.5 CONSTRUCTION COST BUDGET

100.5.1 Construction Cost Budget: **$4,200,000.00**

100.6 CHANGES TO SCOPE OR SERVICES

100.6.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as the Project develops.

100.6.2 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.

100.6.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Agreement by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.6.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.7 GENERAL REQUIREMENTS

100.7.1 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.

100.7.2 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.

100.7.3 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2007 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2007 or newer release.

100.7.4 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 three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01 60 00."

100.7.5 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.7.6 Verify, using commercially available software with current virus definitions, that digital 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 resubmittal and shall not be released from submittal requirements per the Agreement.

100.7.7 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), 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.

100.7.8 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.

100.7.9 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.

100.7.10 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 building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, 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 in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.7.11 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 including those items that the building department may normally allow as "deferred submittals." 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 and permit 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 shall 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.

100.7.12 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

100.7.13 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 contracts prepared for bidding on 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.

100.7.14 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.7.15 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City and Contractor. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.8 DEFINITIONS

100.8.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.8.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a construction manager at risk delivery method.

100.8.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.9 CITY'S REVIEW PROCESS

100.9.1 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, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.9.2 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, based on the quantity set forth in **Exhibit "B"**, 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.

100.9.3 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.

100.9.4 After the City reviews the documents, one (1) set 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 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: THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

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

101.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

101.3.4 Be responsible to retain Contractor for pre-construction services

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

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

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Schematic Design Phase

102.1.3 Design Development Phase

102.1.4 Construction Document Phase

102.1.5 Negotiation Phase

102.1.6 Construction Administration Phase

102.1.7 Post Construction Phase

ARTICLE 103: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 HAZARDOUS MATERIALS SURVEY

103.1.1.1 The City shall provide a hazardous material survey and abatement report of the existing structure located on the Project site to the consultant.

103.1.2 COST ESTIMATES

103.1.2.1 The Consultant shall review the Contractor's estimates and provide a detailed analysis of the probably cost at 50% and 90%. Detailed analysis shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide the detailed analysis in the format and breakdown designated by the City. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.2.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.1.3 GOVERNMENTAL AND AGENCY APPROVALS

103.1.3.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.1.3.1.1 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews.

103.1.3.1.2 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.1.3.1.3 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

103.1.3.1.3.1 Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

103.1.3.1.3.2 Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.1.3.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.1.3.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.1.3.4 CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, 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 Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. 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.

103.1.3.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

ARTICLE 104: SCHEMATIC DESIGN (SD) PHASE

104.1.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

104.1.1.1 REVIEW. Review the program and schedule confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

104.1.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative and Contractor, alternative approaches to the design, , phasing, and construction of the Project..

104.1.1.3 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

104.1.1.4 REVIEWS. Participate in design review meetings in which the City and Contractor will discuss comments generated during the review of the Alternative Designs and Specifications. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

104.1.1.5 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

ARTICLE 105: DESIGN DEVELOPMENT (DD) PHASE

105.1.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

105.1.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be

appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

105.1.1.1.1 DRAWINGS:

105.1.1.1.1.1 Building data and code analyses.

105.1.1.1.1.2 Grading plans.

105.1.1.1.1.3 Site plans.

105.1.1.1.1.4 Floor plans.

105.1.1.1.1.5 Reflected ceiling plans.

105.1.1.1.1.6 Roof plans.

105.1.1.1.1.7 Building elevations.

105.1.1.1.1.8 Finish schedules.

105.1.1.1.1.9 Heating, ventilating and air conditioning (HVAC) plans.

105.1.1.1.1.10 Plumbing plans.

105.1.1.1.1.11 Lighting plans.

105.1.1.1.1.12 Power plans

105.1.1.1.1.13 Low voltage system plans.

105.1.1.1.1.14 Signage plans.

105.1.1.1.1.15 Any other drawings necessary to describe the Project sufficiently including phasing, and to prepare an accurate cost estimate.

105.1.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

105.1.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored exterior elevations, , renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

105.1.1.2 VALUE ENGINEERING SESSION. The Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and the Contractor.

105.1.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

105.1.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

ARTICLE 106: CONSTRUCTION DOCUMENTS (CD) PHASE

106.1.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

106.1.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

106.1.1.2 COST ESTIMATE DETAILED ANALYSIS. Prepare and submit a detailed analysis of the Contractor cost estimate at the 50 percent and 90 percent Submittals. Analysis must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

106.1.1.3 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

106.1.1.4 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City and Contractor will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

106.1.1.5 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

106.1.1.6 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

106.1.1.6.1 Prepare 50 percent Construction Documents, including the following:

106.1.1.6.1.1 General

106.1.1.6.1.1.1 Completed title sheets, abbreviations, legends and site plans.
106.1.1.6.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.
106.1.1.6.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
106.1.1.6.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

106.1.1.6.1.2 Civil

106.1.1.6.1.2.1 Existing facilities plans showing all existing topography and improvements.
106.1.1.6.1.2.2 Finish grading plans.
106.1.1.6.1.2.3 Details with references to the plans.
106.1.1.6.1.2.4 Final calculations required to meet all levels of completion.

106.1.1.6.1.3 Architectural

106.1.1.6.1.3.1 Floor plans with all dimensions and room finishes noted.
106.1.1.6.1.3.2 All door, window, hardware, and glazing schedules complete.
106.1.1.6.1.3.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
106.1.1.6.1.3.4 All elevations and sections.
106.1.1.6.1.3.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.
106.1.1.6.1.3.6 Interior and exterior details.
106.1.1.6.1.3.7 All section and detail bubbles completed to indicate the location of the sections and details.

106.1.1.6.1.4 Structural

106.1.1.6.1.4.1 Intermediate floor framing plans with complete section cuts and detail references.
106.1.1.6.1.4.2 Complete section and detail sheets.
106.1.1.6.1.4.3 Completed and detailed roof framing plans.
106.1.1.6.1.4.4 Final calculations required to meet this level of completion.

106.1.1.6.1.5 Mechanical/Plumbing

106.1.1.6.1.5.1 All HVAC sizing (ducts and equipment).
106.1.1.6.1.5.2 All air flow quantities noted.
106.1.1.6.1.5.3 All mechanical equipment and fixture schedules completed.
106.1.1.6.1.5.4 All pipe sizes noted.
106.1.1.6.1.5.5 Cathodic protection requirements specified.
106.1.1.6.1.5.6 Points-of-connection including invert elevations.
106.1.1.6.1.5.7 Completed riser diagrams.
106.1.1.6.1.5.8 All control diagrams shown and completed.
106.1.1.6.1.5.9 All details completed and referenced to the plans.
106.1.1.6.1.5.10 Final calculations required to meet this level of completion.

106.1.1.6.1.6 Electrical

106.1.1.6.1.6.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
106.1.1.6.1.6.2 Required single line drawings.
106.1.1.6.1.6.3 Completed panel schedules.
106.1.1.6.1.6.4 Electrical room details showing equipment in plan and elevation.
106.1.1.6.1.6.5 All special systems including grounding wells.
106.1.1.6.1.6.6 All details completed and referenced to the plans.
106.1.1.6.1.6.7 Fire alarm riser diagrams and zone schedules.
106.1.1.6.1.6.8 Final calculations required to meet this level of completion.

106.1.1.6.1.7 Specifications

106.1.1.6.1.7.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
106.1.1.6.1.7.2 Final form technical specifications in CSI format.

106.1.1.6.2 **Prepare 70 percent Construction Documents,** including the following:

106.1.1.6.2.1 Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

106.1.1.6.3 **Prepare 90 Percent Construction Documents**, including the following:

106.1.1.6.3.1 Drawings

106.1.1.6.3.1.1 Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

106.1.1.6.3.2 Specifications

106.1.1.6.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

106.1.1.6.3.3 Calculations

106.1.1.6.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

106.1.1.6.3.4 General

106.1.1.6.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

106.1.1.6.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

106.1.1.6.4 Prepare Final Construction Documents, including the following:

106.1.1.6.4.1 Drawings

106.1.1.6.4.1.1 Complete drawings, stamped and signed by the architects and engineers of record registered in the State of Nevada.

106.1.1.6.4.2 Specifications

106.1.1.6.4.2.1 Complete specifications, stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

106.1.1.6.4.3 Calculations

106.1.1.6.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

106.1.1.6.4.4 General

106.1.1.6.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

106.1.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

ARTICLE 107: NEGOTIATION PHASE

107.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall negotiate the final construction cost with the Contractor and prepare the Construction Contract for the Project.

107.1.1.1 In the event that items requiring interpretation in the drawings or specifications are discovered during the neogtion period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Consultant shall prepare all necessary documents at no additional cost to the City. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

107.1.2 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

ARTICLE 108: CONSTRUCTION ADMINISTRATION PHASE

108.1.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

108.1.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

108.1.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

108.1.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of

shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

108.1.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

108.1.3.3 LEED CREDITS REPORT. Monthly during the construction phase, update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated. Brief the construction team at the Construction Progress Meetings about the LEED construction phase credit requirements, track the Contractor's progress in achieving the credits, and submit compliance documentation to the USGBC for review. Complete all construction phase credit submittals to USGBC for review.

108.1.3.4 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

108.1.3.5 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

108.1.3.6 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

108.1.3.7 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

108.1.3.8 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

108.1.3.9 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of

scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

108.1.3.10 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

108.1.3.11 CHANGE ORDERS. Promptly review, comment on, approve, and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Change Order or Construction Change Directive is 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, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

108.1.3.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

108.1.3.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

108.1.3.14 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Agreement and do not authorize any Additional Services.

108.1.3.14.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

108.1.3.14.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

108.1.3.14.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

108.1.3.14.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

ARTICLE 109: POST CONSTRUCTION PHASE

109.1.1 The Consultant shall provide the following scope of services:

109.1.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) on reproducible mylar or acid-free bond format to the City.

109.1.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

200.2 **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: SCHEMATIC DESIGN PHASE

201.1 Schematic Design Drawings and Specification Outline.

ARTICLE 202: DESIGN DEVELOPMENT PHASE

202.1 Drawings and Specifications.
202.2 Presentation Drawings, mounted.

ARTICLE 203: CONSTRUCTION DOCUMENT PHASE

203.1 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including detailed analysis of Contractors construction cost estimates at 50% and 90% submittals.
203.2 Building Permit Application.
203.3 Construction Drawings and Specifications ready for issuance of all required permits, which incorporate all governmental, agency, and utility company design comments and corrections.
203.4 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
203.5 Drawing list with sheet title and issue date for each sheet.
203.6 Specifications contributing authors' stamps and signatures.

ARTICLE 204: NEGOTIATION PHASE

204.1 Requested and necessary clarifications.

ARTICLE 205: CONSTRUCTION ADMINISTRATION PHASE

205.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the 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.

ARTICLE 206: POST CONSTRUCTION PHASE

206.1 Final Record Drawings in both electronic and mylar or acid-free bond format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

ARTICLE 301: PHASE 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
Schematic Design	45	Includes 2 week City and Contractor review period.
Design Development	45	Includes 2 week City and Contractor review period.
Construction Documents	120	City review is concurrent with drawings progress. See below for the permitting phase scope.
Negotiation		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**210**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

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 responsible for any damages 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.

302.3 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

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 fixed 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, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Agreement.

303.1.2 The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in Construction Time (time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase or decrease from the time that was provided in the Contractor's construction contract at award. To the degree a construction extension of time is due to a suspension of the construction (and a resulting reduction in the Consultant's weekly work, regardless of the amount of such reduction), any increase of fee will be determined under Section 10.01 Suspension instead of this paragraph.

303.1.3 The Consultant's fee for the Construction Phase shall be increased as an Additional Service for the Consultant's costs after the Construction Time exceeds fifty percent more time than was provided for in the Contractor's construction contract time as awarded, with the Consultant absorbing any and all unanticipated Consultant costs up to the fifty percent time increase.

303.2 Should the Contractor complete the Project in less than fifty percent of the original awarded contract time, the Consultant's fee shall be proportionately reduced for the Construction Phase, with the City paying the full amount of the fee for the Construction Phase regardless of any reduction in time less than the fifty percent time reduction.

303.3 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$300,803.00**. 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 ON THE COMPLETION OF PHASES

401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with the Agreement based upon the percentage of completion for each phase. 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).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Schematic Design	16%	$35,963	
Design Development	16%	$35,311	
Construction Documents	38%	$84,651	
Negotiations	04%	$8,243	
Construction	23%	$50,658	[The combined Fee for Construction and Post Construction phases shall not be less than 25% of the total Fee.]
Post Construction	03%	$7,796	Drafting As-Built Drawings, Punch List
	TOTAL	$222,622	

401.2 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.
At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

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	$71,181.00	Additional professional design services

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	$7,000.00	Printing/copying/scanning Allowance

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
Principal	$200	Per Hour
Vice President	$150	Per Hour
Project Manager	$125	Per Hour
Senior Designer	$125	Per Hour
CA Manager	$100	Per Hour
Senior Interior Designer	$100	Per Hour
Senior Project Professional	$95	Per Hour
Designer	$85	Per Hour
Project Professional	$60	Per Hour
CA Administrator	$60	Per Hour
Interior Designer	$60	Per Hour
Administrative	$50.	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.

Wright Engineers	RATE	UNIT
Senior Project Manager	$165	Per Hour
Senior CAD Technician	$105	Per Hour

ECM Associates, Inc	RATE	UNIT
Project Estimator	$100	Per Hour
Technical Estimator	$90	Per Hour
Clerical	$70	Per Hour

JBA Consulting Engineers	RATE	UNIT
Senior Engineers	$300	Per Hour
Principals/Directors	$250	Per Hour
Sr. Engineer/Manager	$175	Per Hour
Sr. Project Manager	$150	Per Hour
Proj. Manager/Engineers	$125	Per Hour
Senior Designers	$95	Per Hour
Designer/Eng Assist.	$85	Per Hour
Sr. CADD Operators	$75	Per Hour
CADD Operators	$65	Per Hour
Clerical	$65	Per Hour

Poggemeyer Design Group	RATE	UNIT
2 Man Survey Crew	$148	Per Hour
Topography Drafting	$98	Per Hour
Design Drafting	$103	Per Hour
Design Engineer	$145	Per Hour
Admin	$67	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
Add additional restrooms as required for code compliance	Per Exhibit A	N/A	$22,256
Design of outside airflow Monitoring Stations	Per Exhibit A	N/A	$5,175
Replace Service Entrance Switchboards and integrate fire pump service upgrades	Per Exhibit A	N/A	$12,500
Replace Cooling tower and Filtration System	Per Exhibit A	N/A	$10,500
CW Coil Upgrade at AHU's and Replace chilled water coils at rooftop air handlers	Per Exhibit A	N/A	$5,750
Conversion of construction documents into multiple bid packages if CMAR price is not agreed upon	Bid Packages	2 Weeks	$15,000

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

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

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Printing/copying/Scanning as required for contract documents

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"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Michael Vlaovich

600.2 CONSTRUCTION PROJECT REPRESENTATIVE: TBD

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: Michael L. Crowe

601.1.2 PROJECT ARCHITECT: Michael L. Crowe

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Architect as licensed: Michael Crowe

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Architect license number: 2664

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 CIVIL ENGINEER: Sam C. Dunnam, P.E.

602.1.2 STRUCTURAL ENGINEER: Paul Pitcher

602.1.3 MECHANICAL ENGINEER: Alexander Jankovic

602.1.4 ELECTRICAL ENGINEER: Christopher J. Lovett

602.1.5 INDEPENDENT COST ESTIMATOR (NOT the Consultant): ECM Associates, inC

END OF EXHIBIT "F"

EXHIBIT "G"

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

JMA Architects, Inc. dba JMA Architecture Studios

Name	10150 Covington Cross
Address	Las Vegas, NV 89144
Telephone	702-731-2033
EIN or DUNS	88-0107648

Block 2 Description

Subject Matter of Contract/Agreement:

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.	Thomas J. Schoeman/ President & Director	10150 Covington Cross, Las Vegas, NV 89144	702-731-2300
2.	H. James McKnight/ Corp. Sec. & Director	100 Airside Drive, Moon Township, PA 15108	412-269-6300
3.	Gary J. Nelson/ Vice President & Director	2929 North Central Ave., Phoenix AZ 85012	602-789-7561
4.	GJNelson Architecture, PC/ Parent Co. (100%)	2929 North Central Ave., Phoenix AZ 85012	602-789-7561
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

8/15/11
Date

STATE OF NEVADA
COUNTY OF CLARK
Subscribed and sworn to before me this 15th day of
August, 2011.

_____
Notary Public

ASHLEY S. GOULD
Notary Public State of Nevada
No 11-4884-1
My appt. exp. May 12, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve Bid No. 11.1760.24-TB, Huntridge Phase 6 Street Rehabilitation located between Oakey Boulevard to the south, Charleston Boulevard to the north, Rexford Place to the west and Ninth Street to the east and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: TAND, INC. ($3,637,408.72 - Public Works Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,637,408.72
Funding Source: Public Works CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of improvements including replacement of asphalt, pavement, sidewalks, driveways, curbs and gutters. Additional work includes the relocation of fire hydrant, removal and replacement of irrigation system, lawn and other related tasks as well as replacement of meter boxes, brick sewer manholes and speed bump installation.

PCC: E. Vandyck
POC: Tracy Hoherz - (702) 889-4676

RECOMMENDATION:
That City Council approve award of Bid No. 11.1760.24-TB, Huntridge Phase 6 Street Rehabilitation to Tand, Inc. in the amount of $3,637,408.72 and approve the construction conflicts and contingency reserve of $36,374. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

11.1730.24-TB
Huntridge Phase 6 Street Rehabilitation

				Tand Inc.		Aggregate Industries-SWR, Inc		Wells Cargo Inc	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	$700.00	$10,500.00	$315.00	$4,725.00	$500.00	$7,500.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
202.01	REMOVAL OF ASPHALT PAVEMENT	SY	53,357	$3.35	$178,745.95	$4.95	$264,117.15	$9.80	$522,898.60
202.02	REMOVAL OF SIDEWALK	SF	80,878	$0.50	$40,439.00	$0.75	$60,658.50	$0.70	$56,614.60
202.03	REMOVAL OF CROSS GUTTER	SF	10,616	$3.00	$31,848.00	$1.35	$14,331.60	$0.30	$3,184.80
202.04	REMOVAL OF CONCRETE DRIVEWAY	SF	27,058	$2.00	$54,116.00	$0.75	$20,293.50	$0.30	$8,117.40
202.05	REMOVAL OF CURB AND GUTTER	LF	27,494	$2.00	$54,988.00	$2.45	$67,360.30	$2.80	$76,983.20
202.06	REMOVAL OF BLOCK WALL	LF	384	$20.00	$7,680.00	$46.95	$18,028.80	$7.20	$2,764.80
202.07	REMOVAL OF TREES	EA	6	$400.00	$2,400.00	$420.00	$2,520.00	$1,100.00	$6,600.00
202.08	REMOVAL OF DROP INLET	EA	3	$1,000.00	$3,000.00	$3,700.00	$11,100.00	$4,000.00	$12,000.00
202.09	REMOVAL OF STREETLIGHT AND FOUNDATION	EA	1	$400.00	$400.00	$1,585.00	$1,585.00	$1,700.00	$1,700.00
203.01	ROADWAY EXCAVATION	CY	1,720	$9.00	$15,480.00	$20.00	$34,400.00	$19.50	$33,540.00
212.01	LANDSCAPING	LS	1	$30,000.00	$30,000.00	$18,000.00	$18,000.00	$11,600.00	$11,600.00
213.01	IRRIGATION	LS	1	$30,000.00	$30,000.00	$27,000.00	$27,000.00	$11,600.00	$11,600.00
271.01	BIAXIAL GEOGRID BASE REINFORCEMENT	SY	53,314	$4.00	$213,256.00	$3.55	$189,264.70	$5.92	$315,618.88
302.01	TYPE II AGGREGATE BASE	CY	14,821	$27.72	$410,838.12	$30.00	$444,630.00	$14.87	$220,388.27
402.01	4-INCH PLANTMIX BITUMINOUS SURFACE	SY	53,314	$16.15	$861,021.10	$17.00	$906,338.00	$13.86	$738,932.04
402.02	PLANTMIX BITUMINOUS SURFACE SPEED HUMP	EA	2	$3,300.00	$6,600.00	$2,030.00	$4,060.00	$680.00	$1,360.00
570.01	CMU WALL (REGARDLESS OF HEIGHT)	LF	30	$100.00	$3,000.00	$85.25	$2,557.50	$49.00	$1,470.00
570.02	CMU RETAINING WALL (REGARDLESS OF HEIGHT)	LF	172	$80.00	$13,760.00	$101.00	$17,372.00	$65.00	$11,180.00
613.01	CONCRETE SIDEWALK RAMP	EA	76	$736.00	$55,936.00	$481.85	$36,620.60	$533.00	$40,508.00
613.02	TYPE L CURB AND GUTTER	LF	20,125	$10.00	$201,250.00	$9.65	$194,206.25	$10.16	$204,470.00
613.03	CONCRETE CROSS GUTTER	SF	14,962	$10.00	$149,620.00	$9.15	$136,902.30	$9.72	$145,430.64
613.04	CONCRETE SIDEWALK	SF	77,769	$3.61	$280,746.09	$3.15	$244,972.35	$3.06	$237,973.14

ITEM NO.	DESCRIPTION	U O M	QTY	Tand Inc.		Aggregate Industries-SWR, Inc		Wells Cargo Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.05	CONCRETE COMMERCIAL DRIVEWAY (OPTION A)	SF	714	$8.38	$5,983.32	$7.94	$5,669.16	$8.50	$6,069.00
613.06	CONCRETE DEPRESSED ALLEY DRIVEWAY	SF	115	$8.38	$963.70	$7.94	$913.10	$8.50	$977.50
613.07	CONCRETE RESIDENTIAL DRIVEWAY	SF	38,362	$3.68	$141,172.16	$3.31	$126,978.22	$3.50	$134,267.00
613.08	CONCRETE DRIVEWAY TRANSITION	SF	5,151	$3.68	$18,955.68	$3.31	$17,049.81	$3.50	$18,028.50
616.01	REMOVE AND RELOCATE EXISTING WROUGHT IRON FENCE	LF	90	$50.00	$4,500.00	$12.85	$1,156.50	$53.00	$4,770.00
622.01	CONSTRUCTION SURVEYING	LS	1	$29,420.00	$29,420.00	$38,584.00	$38,584.00	$49,000.00	$49,000.00
623.01	150 WATT STREET LIGHT ASSEMBLY AND FOUNDATION	EA	1	$4,200.00	$4,200.00	$3,700.00	$3,700.00	$4,066.00	$4,066.00
623.02	RELOCATE PULLBOX	EA	3	$1,000.00	$3,000.00	$792.80	$2,378.40	$870.00	$2,610.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$34,344.00	$34,344.00	$35,000.00	$35,000.00	$36,900.00	$36,900.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	10	$70.00	$700.00	$71.00	$710.00	$75.50	$755.00
625.02	ARROW DISPLAY	DAY	15	$30.00	$450.00	$35.55	$533.25	$29.00	$435.00
627.01	RELOCATE PERMANENT SIGN (GROUND MOUNTED) ON NEW METAL POST	EA	49	$150.00	$7,350.00	$107.25	$5,255.25	$116.00	$5,684.00
628.01	TYPE II FILM 4-INCH STRIPING (YELLOW)	LF	10,616	$1.35	$14,331.60	$1.07	$11,359.12	$1.20	$12,739.20
628.02	TYPE II FILM FOR CROSSWALKS AND STOP BARS AND SPEED HUMP MARKINGS	SF	100	$8.64	$864.00	$4.83	$483.00	$5.20	$520.00
629.01	VERTICAL ADJUST WATER VALVE COVER	EA	44	$400.00	$17,600.00	$391.00	$17,204.00	$430.00	$18,920.00
629.02	RETROFIT WATER SERVICE	EA	8	$1,600.00	$12,800.00	$460.00	$3,680.00	$500.00	$4,000.00
629.03	RELOCATE FIRE HYDRANT	EA	1	$5,000.00	$5,000.00	$5,550.00	$5,550.00	$6,100.00	$6,100.00
630.01	8-INCH C900 PVC SANITARY SEWER PIPE	LF	74	$60.00	$4,440.00	$285.40	$21,119.60	$314.00	$23,236.00
630.02	10-INCH C900 PVC SANITARY SEWER PIPE	LF	29	$100.00	$2,900.00	$79.30	$2,299.70	$87.00	$2,523.00
630.03	REMOVE AND REPLACE 48-INCH SANITARY SEWER MANHOLE (WITHOUT BASE)	EA	33	$1,490.00	$49,170.00	$5,215.70	$172,118.10	$5,700.00	$188,100.00
630.04	REMOVE AND REPLACE 48-INCH SANITARY SEWER MANHOLE AND BASE	EA	13	$3,280.00	$42,640.00	$14,301.50	$185,919.50	$15,750.00	$204,750.00
630.05	72-INCH T-LOCK LINED SANITARY SEWER MANHOLE	EA	1	$10,000.00	$10,000.00	$38,807.00	$38,807.00	$42,600.00	$42,600.00
630.06	VERTICALLY ADJUST MANHOLE COVER	EA	1	$600.00	$600.00	$1,057.00	$1,057.00	$1,161.00	$1,161.00
637.01	DUST CONTROL	LS	1	$122,000.00	$122,000.00	$8,870.00	$8,870.00	$21,500.00	$21,500.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$2,000.00	$2,000.00	$200.00	$200.00	$3,700.00	$3,700.00
726.01	IMPROVEMENTS TO APN 162-03-601-005	LS	1	$13,000.00	$13,000.00	$27,975.00	$27,975.00	$34,400.00	$34,400.00
726.02	IMPROVEMENTS TO APN 162-03-605-001	LS	1	$11,000.00	$11,000.00	$22,441.74	$22,441.74	$31,300.00	$31,300.00
	Total Base Bid Amount				**$3,372,508.72**		**$3,635,555.00**		**$3,689,045.57**

				Tand Inc.		Aggregate Industries-SWR, Inc		Wells Cargo Inc	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Additive Alternate				**Tand Inc.**		**Aggregate Industries-SWR, Inc**		**Wells Cargo Inc**	
ITEM NO.	**DESCRIPTION**	**U O M**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
629.04	FIRE HYDRANT ASSEMBLY	EA	6	$3,900.00	$23,400.00	$6,043.00	$36,258.00	$6,600.00	$39,600.00
629.05	6-INCH GATE VALVE	EA	4	$1,250.00	$5,000.00	$2,190.00	$8,760.00	$2,400.00	$9,600.00
629.06	8- INCH GATE VALVE	EA	3	$1,500.00	$4,500.00	$2,572.00	$7,716.00	$2,800.00	$8,400.00
629.07	10-INCH GATE VALVE	EA	4	$2,000.00	$8,000.00	$3,171.00	$12,684.00	$3,500.00	$14,000.00
629.08	6-INCH C900 PVC PIPE	LF	140	$50.00	$7,000.00	$132.15	$18,501.00	$145.00	$20,300.00
629.09	8-INCH C900 PVC PIPE	LF	760	$52.00	$39,520.00	$68.70	$52,212.00	$76.00	$57,760.00
629.1	10-INCH C900 PVC PIPE	LF	2,660	$58.00	$154,280.00	$74.00	$196,840.00	$81.50	$216,790.00
629.11	6-INCH DUCTILE IRON PIPE WATERLINE	LF	40	$60.00	$2,400.00	$132.15	$5,286.00	$145.00	$5,800.00
629.12	1-INCH COPPER TUBING	LF	1,300	$16.00	$20,800.00	$80.00	$104,000.00	$88.00	$114,400.00
TOTAL ADDITIVE ALTERNATE NUMBER 1 BID AMOUNT					**$264,900.00**		**$442,257.00**		**$486,650.00**
	TOTAL BID AMOUNT AND ADDITIVE ALTERNATE NUMBER 1				**$3,637,408.72**		**$4,077,812.00**		**$4,175,695.57**
	Engineer's Estimate $3,475,986.00								
	Responsive Bidder								
	Responsible Bidder								
	Bidder's Preference Claimed?				Yes or No		Yes or No		Yes or No

TO: David Bowers, City Engineer Please review and approve recommended award

to Tand Inc in the amount of $ 3,637,408.72

Purchasing & Contracts Representative — 9/1/2011 Date

Using Department Authorized Rep Signature — 9/1/11 Date

BID ABSTRACT

11.1730.24-TB
Huntridge Phase 6 Street Rehabilitation

				Las Vegas Paving, Inc		Tab Constractors, Inc	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	$1.00	$15.00	$400.00	$6,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00
202.01	REMOVAL OF ASPHALT PAVEMENT	SY	53,357	$9.25	$493,552.25	$4.25	$226,767.25
202.02	REMOVAL OF SIDEWALK	SF	80,878	$1.00	$80,878.00	$0.50	$40,439.00
202.03	REMOVAL OF CROSS GUTTER	SF	10,616	$2.00	$21,232.00	$1.00	$10,616.00
202.04	REMOVAL OF CONCRETE DRIVEWAY	SF	27,058	$1.35	$36,528.30	$1.25	$33,822.50
202.05	REMOVAL OF CURB AND GUTTER	LF	27,494	$2.00	$54,988.00	$4.75	$130,596.50
202.06	REMOVAL OF BLOCK WALL	LF	384	$14.00	$5,376.00	$30.00	$11,520.00
202.07	REMOVAL OF TREES	EA	6	$500.00	$3,000.00	$1,500.00	$9,000.00
202.08	REMOVAL OF DROP INLET	EA	3	$3,750.00	$11,250.00	$1,350.00	$4,050.00
202.09	REMOVAL OF STREETLIGHT AND FOUNDATION	EA	1	$1,605.00	$1,605.00	$1,100.00	$1,100.00
203.01	ROADWAY EXCAVATION	CY	1,720	$19.00	$32,680.00	$36.00	$61,920.00
212.01	LANDSCAPING	LS	1	$7,000.00	$7,000.00	$225,000.00	$225,000.00
213.01	IRRIGATION	LS	1	$7,000.00	$7,000.00	$131,000.00	$131,000.00
271.01	BIAXIAL GEOGRID BASE REINFORCEMENT	SY	53,314	$5.20	$277,232.80	$5.25	$279,898.50
302.01	TYPE II AGGREGATE BASE	CY	14,821	$26.00	$385,346.00	$27.00	$400,167.00
402.01	4-INCH PLANTMIX BITUMINOUS SURFACE	SY	53,314	$14.95	$797,044.30	$18.75	$999,637.50
402.02	PLANTMIX BITUMINOUS SURFACE SPEED HUMP	EA	2	$3,000.00	$6,000.00	$3,000.00	$6,000.00
570.01	CMU WALL (REGARDLESS OF HEIGHT)	LF	30	$70.00	$2,100.00	$1,500.00	$45,000.00
570.02	CMU RETAINING WALL (REGARDLESS OF HEIGHT)	LF	172	$130.00	$22,360.00	$1,500.00	$258,000.00
613.01	CONCRETE SIDEWALK RAMP	EA	76	$490.00	$37,240.00	$540.00	$41,040.00
613.02	TYPE L CURB AND GUTTER	LF	20,125	$13.50	$271,687.50	$13.00	$261,625.00
613.03	CONCRETE CROSS GUTTER	SF	14,962	$11.30	$169,070.60	$13.00	$194,506.00
613.04	CONCRETE SIDEWALK	SF	77,769	$4.25	$330,518.25	$3.25	$252,749.25

				Las Vegas Paving, Inc		Tab Constractors, Inc	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
613.05	CONCRETE COMMERCIAL DRIVEWAY (OPTION A)	SF	714	$8.00	$5,712.00	$12.00	$8,568.00
613.06	CONCRETE DEPRESSED ALLEY DRIVEWAY	SF	115	$8.00	$920.00	$10.50	$1,207.50
613.07	CONCRETE RESIDENTIAL DRIVEWAY	SF	38,362	$5.25	$201,400.50	$4.00	$153,448.00
613.08	CONCRETE DRIVEWAY TRANSITION	SF	5,151	$5.25	$27,042.75	$6.00	$30,906.00
616.01	REMOVE AND RELOCATE EXISTING WROUGHT IRON FENCE	LF	90	$50.00	$4,500.00	$52.00	$4,680.00
622.01	CONSTRUCTION SURVEYING	LS	1	$75,000.00	$75,000.00	$45,000.00	$45,000.00
623.01	150 WATT STREET LIGHT ASSEMBLY AND FOUNDATION	EA	1	$3,750.00	$3,750.00	$6,000.00	$6,000.00
623.02	RELOCATE PULLBOX	EA	3	$800.00	$2,400.00	$850.00	$2,550.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$40,000.00	$40,000.00	$37,000.00	$37,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	10	$60.00	$600.00	$75.00	$750.00
625.02	ARROW DISPLAY	DAY	15	$30.00	$450.00	$30.00	**$450.00**
627.01	RELOCATE PERMANENT SIGN (GROUND MOUNTED) ON NEW METAL POST	EA	49	$110.00	$5,390.00	$150.00	$7,350.00
628.01	TYPE II FILM 4-INCH STRIPING (YELLOW)	LF	10,616	$1.10	$11,677.60	$1.00	$10,616.00
628.02	TYPE II FILM FOR CROSSWALKS AND STOP BARS AND SPEED HUMP MARKINGS	SF	100	$5.00	$500.00	$5.00	$500.00
629.01	VERTICAL ADJUST WATER VALVE COVER	EA	44	$400.00	$17,600.00	$550.00	$24,200.00
629.02	RETROFIT WATER SERVICE	EA	8	$470.00	$3,760.00	$800.00	$6,400.00
629.03	RELOCATE FIRE HYDRANT	EA	1	$5,600.00	$5,600.00	$3,500.00	$3,500.00
630.01	8-INCH C900 PVC SANITARY SEWER PIPE	LF	74	$290.00	$21,460.00	$190.00	$14,060.00
630.02	10-INCH C900 PVC SANITARY SEWER PIPE	LF	29	$80.00	$2,320.00	$355.00	$10,295.00
630.03	REMOVE AND REPLACE 48-INCH SANITARY SEWER MANHOLE (WITHOUT BASE)	EA	33	$5,200.00	$171,600.00	$6,000.00	$198,000.00
630.04	REMOVE AND REPLACE 48-INCH SANITARY SEWER MANHOLE AND BASE	EA	13	$14,500.00	$188,500.00	$19,500.00	$253,500.00
630.05	72-INCH T-LOCK LINED SANITARY SEWER MANHOLE	EA	1	$40,000.00	$40,000.00	$84,000.00	$84,000.00
630.06	VERTICALLY ADJUST MANHOLE COVER	EA	1	$1,100.00	$1,100.00	$500.00	$500.00
637.01	DUST CONTROL	LS	1	$9,373.15	$9,373.15	$102,000.00	$102,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$200.00	$200.00	$140,000.00	$140,000.00
726.01	IMPROVEMENTS TO APN 162-03-601-005	LS	1	$45,000.00	$45,000.00	$33,000.00	$33,000.00
726.02	IMPROVEMENTS TO APN 162-03-605-001	LS	1	$45,000.00	$45,000.00	$47,000.00	$47,000.00
	Total Base Bid Amount				**$4,142,060.00**		**$5,013,435.00**
							CORRECTED TOTAL

				Las Vegas Paving, Inc		Tab Constractors, Inc	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Additive Alternate				**Las Vegas Paving, Inc**		**Tab Constractors, Inc**	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
629.04	FIRE HYDRANT ASSEMBLY	EA	6	$6,100.00	$36,600.00	$4,310.00	$25,860.00
629.05	6-INCH GATE VALVE	EA	4	$2,200.00	$8,800.00	$1,200.00	$4,800.00
629.06	8- INCH GATE VALVE	EA	3	$2,600.00	$7,800.00	$1,650.00	$4,950.00
629.07	10-INCH GATE VALVE	EA	4	$3,200.00	$12,800.00	$2,300.00	$9,200.00
629.08	6-INCH C900 PVC PIPE	LF	140	$133.00	$18,620.00	$205.00	$28,700.00
629.09	8-INCH C900 PVC PIPE	LF	760	$70.00	$53,200.00	$70.00	$53,200.00
629.1	10-INCH C900 PVC PIPE	LF	2,660	$75.00	$199,500.00	$67.00	$178,220.00
629.11	6-INCH DUCTILE IRON PIPE WATERLINE	LF	40	$133.00	$5,320.00	$550.00	$22,000.00
629.12	1-INCH COPPER TUBING	LF	1,300	$81.00	$105,300.00	$75.00	$97,500.00
TOTAL ADDITIVE ALTERNATE NUMBER 1 BID AMOUNT					**$447,940.00**		**$424,430.00**
	TOTAL BID AMOUNT AND ADDITIVE ALTERNATE NUMBER 1				**$4,590,000.00**		**$5,437,865.00**
	Engineer's Estimate $3,475,986.00						
	Responsive Bidder						
	Responsible Bidder						
	Bidder's Preference Claimed?				Yes or No		Yes or No

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve award of Agreement No. 120035-DC, Blanket Services Agreement for Construction Management, Material Testing, Special Inspections, Bidability & Constructability Reviews - Department of Public Works - Award recommended to: URS CORPORATION ($500,000 - Various Funds) - All Wards

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 task orders for construction management, material testing, special inspections, bidability and constructability review 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: Brian Norris, P.E. - (702) 492-7917

RECOMMENDATION:
That City Council approve award of Agreement No. 120035-DC, Blanket Services Agreement for Construction Management, Material Testing, Special Inspections, Bidability & Constructability Reviews to URS 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. 120035-DC
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
CONSTRUCTION MANAGEMENT, MATERIALS TESTING, SPECIAL INSPECTIONS, BIDABILITY & CONSTRUCTABILITY REVIEWS

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 **URS CORPORATION**, (the "Consultant"), a **Corporation,** whose address is **811 Grier Drive, Las Vegas, Nevada 89119**.

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.

CITY OF LAS VEGAS

By _____
Kathleen C. Rainey, Manager,
Purchasing & Contracts

CONSULTANT

By _____
Brian Norris, P.E., URS CORPORATION

APPROVED AS TO FORM

John S. Ridilla 9/1/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CITY CLERK

ATTEST

_____
Beverly K. Bridges, MMC Date

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

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.**

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	$182.44	Per Hour
Construction Coordinator	$96.60	Per Hour
Construction Inspector	$89.70	Per Hour
Document Administrator	$69.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Ninyo & Moore			$0
			$0
			$0

Material Testing & Special Inspections

Expert Witness Testimony	$360/hr
PID/FID Usage	$160/day
Coring Machine Usage (includes technician)	$145/hr
Anchor Load Test Equipment	$75/hr
Hand Auger Equipment	$69/day
Inclinometer Usage	$45/hr
Vapor Emission Kits	$45/kit
Level D Personal Protective Equipment (per person)	$40/day
Rebar Locator (Pachometer)	$40/hr
Nuclear Density Gauge Usage	$20/hr
Field Vehicle Usage	$19/hr
Direct Project Expenses	Cost plus 15%

Laboratory testing, geophysical equipment and other special equipment provided upon request.

Soils

200 Wash, D 1140, C 117	$70
Atterberg Limits, D 4318, T 89-94, T 90-94	$100
California Bearing Ratio (CBR), D 1883,T 193-93	$500
Check Pont Maximum Density	$90
Clay Expansion, FHA Swell	$110
Consolidation without time rate, D 2435, T 216-94	$250
Direct Shear – Undisturbed, D 3080	$250
Direct Shear - Remolded, D 3080	$275
Expansion Index, D 4829, UBC 18-2	$110

Expansion Potential (Method A), D 4546	$100
Hydrometer Analysis, D 422, T 88-93	$200
Maximum Density D 1557, D 698, T 180-93, T 99-94	$165
Miller Box Resistivity	$60
Moisture Only, D 2216, T 265-93	$20
Moisture and Density, D 2937	$30
Permeability, CH, D 2435, T 215	$165
pH and Resistivity, G 57	$100
R-value, D 2844, T 190-93	$225
Sand Equivalent, D 2419	$90
Sieve Analysis, Fine Aggregate (including wash), C 136	$100
Solubility	$80
Specific Gravity, D 854, T 100-93	$85
Sulfate & Chloride Content	$90
Triaxial Shear, U.U., D 2850, per point	$125
Triaxial Shear, C.U., w/pore press D 4767, T297 per point	$300
Triaxial Shear, C.U., w/o pore press, D 4767, T297, per point	$175
Triaxial Shear, C.D., D 4767, T297 per point	$350
Triaxial Shear, multistage – 3 points for cost of 2	
Unconfined Compression, D 2166, T208	$160

Masonry

Concrete Block Compression Test, 8x8x16, C 140	$50
Concrete Block Linear Shrinkage, C 426	$150
Masonry Grout, 4x4x8 prism compression, UBC 21-18	$20
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	$20
Masonry Prism, half size, compression, UBC 21-17	$100

Concrete

Compression Test, 6x12 cylinder, C 39, T 22-92	$20
Concrete Mix Design, per trial batch, 6 cylinder, ACI	$650
Concrete Core Compression (excludes sampling), C42 T 24-93	$50
Drying Shrinkage, C 157	$300
Flexural Test, C 78	$80
Gunite/Shotcrete, panels, 3 cut cores per panel and test, ACI	$190
Job Testing Laboratory	Quote
Lightweight Concrete Fill Compression, C 495	$40
Petrographic Analysis, C 856	Quote
Splitting Tensile Strength, C 496	$75

Reinforcing and Structural Steel

Chemical Analysis, A-36, A-615	$100
Fireproofing Density Test, UBC 7-6	$50
Hardness Test, Rockwell, A-370	$40
High Strength Bolt, Nut & Washer Conformance, set, A-32	$150
Mechanically Spliced Reinforcing Tensile Test, ACI	$80
Pre-Stress Strand (7 wire), A 416	$150
Reinforcing Tensile or Bend, up to No. 11, A 615 & A 706	$85
Structural Steel Tensile Tests, up to 200,000 lbs. (machining extra), A 370	$100
Welded Reinforcing Tensile Test up to No. 11 bar, ACI	$80

Asphalt Concrete

Asphalt Mix Design Review, Job Spec	$150
Extraction, % Asphalt, Including Gradation, D 2172, T 164-94 T 30-93	$195
Hveen Stability and Unit Weight CTM or ASTM, CT 366	$200
Marshall Stability, Flow and Unit Weight (set of 3) T 245-94	$205
Maximum Theoretical Unit Weight, D 2041, T 209-94	$100
Unit Weight, sample or core, D 2726, T 166-93	$75

Aggregates	
Absorption, Coarse, C 127	$50
Absorption, Fine, C 128	$75
Clay Lumps and Friable Particles, C 142, T 112-91	$85
Cleanness Value, CT 227	$120
Fractured Faces, NDOT, T 2303	$140
Lightweight Pieces, C 123, T 113-94	$130
Los Angeles Abrasion, C 131 or C 535, T 96-94	$145
Moisture, C 566, T 255-92	$25
Mortar Making Properties of Fine Aggregate, C 87	$300
Organic Impurities, C 40, T 21-94	$50
Potential Reactivity of Aggregate (Chemical Method), C 289	Cost plus 15%
Sand Equivalent, D 2419	$85
Sieve Analysis, Coarse Aggregate, C 136	$100
Sieve Analysis, Fine Aggregate (including wash), C 136	$90
Sodium/Magnesium Sulfate Soundness (per size fraction), C 88, T 104-94	$240
Specific Gravity, Coarse, C 127, T 85-94	$80
Specific Gravity, Fine, C 128, T 84-94	$100
Unit Weight, C 29, T 19	$50

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 O'Connell, P.E.**

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: **Brian Norris**, P.E.

601.1.2 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed:

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

601.1.4 PROJECT MANAGER: TBD

601.1.5 TECHNICIAN/CADD: TBD

601.1.6 CLERICAL: TBD

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**
URS Corporation
Name 600 Montgomery Street, 26th Floor, San Francisco, CA 94111
Address 415-774-2700
Telephone 12-425-2052
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/Agreement: CM Services
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.	Gary V. Jandegian, President	600 Montgomery Street, 26th Floor, San Francisco, CA 94111	415.774.2707
2.	H. Thomas Hicks, Vice President, CFO	600 Montgomery Street, 26th Floor, San Francisco, CA 94111	415.774.2770
3.	Kristin L. Jones, Secretary	Amber Oaks, 9400 Amberglen Boulevard, Austin, TX 78729	512.419.5763
4.	Thomas Bishop, Senior Vice President	600 Montgomery Street, 26th Floor, San Francisco, CA 94111	415.774.2707
5.	Anres Ocon, Senior Vice President	915 Wilshire Boulevard, Suite 1850, Los Angeles, CA 90017	213.996.2555
6.	Russel Rudden, Senior Vice President	100 California Street, Suite 500, San Francisco, CA 94111	415.281.1506
7.	Brian Norris, Vice President	811 Grier Drive, Las Vegas, NV 89119	702.492.7917
8.	Alberto Vela, Vice President	4225 Executive Square, Suite 1600, La Jolla, CA 92037	858.812.9292
9.	Srini Kris, Vice President	915 Wilshire Boulevard, Suite 1850, Los Angeles, CA 90017	213.996.2555
10.	Paul Ryan, Senior Vice President	2020 East First Street, Suite 400, Santa Ana, CA 92705	714.835.6886

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: _____

State of Nevada County of Clark

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.

KATHERINE E. ANDREASON
Notary Public State of Nevada
No. 08-5926-1
My appt. exp. Dec. 12, 2011

_____
Name

July 21, 2011
Date

Subscribed and sworn to before me this 21 day of July, 2011

_____
Notary Public

EXHIBIT "H"

PROJECT TASK ORDER Number H- ___

Blanket Agreement Project Name:	
Blanket Agreement Date:	
Blanket Agreement Maximum Not-to-Exceed Fee:	
Total Aggregate Fee Commitments prior to this Task Order:	
Consultant's Business Name:	

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

State of Nevada County of Clark

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.

KATHERINE E. ANDREASON
Notary Public State of Nevada
No. 08-5926-1
My appt. exp. Dec. 12, 2011

_____
Name

July 21, 2011
Date

Subscribed and sworn to before me this 21 day of

July, 2011

_____
Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: INFORMATION TECHNOLOGIES
DIRECTOR: JOSEPH MARCELLA ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the First Amendment to the Clark County and City of Las Vegas Geographic Information (GIS) Interlocal Contract which extends the expiration date to June 30, 2012 allowing the City continued access to the Southern Nevada GIS Central Repository ($15,000 – General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 15,000.00
Funding Source: General Fund
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
The Geographic Information System (GIS) was established at the City of Las Vegas in the Planning Department in 1988. It was designed from the start to be a part of an enterprise GIS, and the City of Las Vegas became one of the signatory jurisdictions to the Southern Nevada Interlocal GIS, which is overseen by the Clark County GIS Management Office (GISMO). This group consists of state/local/federal government and agencies, utilities and private sector stakeholders who operate, manage or otherwise use GIS in southern Nevada. The effective distribution of authoritative GIS information, the availability of Aerial Photography and the continued staff coordination among all the GIS Interlocal Contract participants, are the keys to our collective ability to deliver timely and efficient services to the public. The GIS Interlocal Contract will continue to provide the City of Las Vegas with data contained in the Southern Nevada GIS Central Repository. Except for party names and fee amounts, all the interlocal contracts have been approved by their respective governing bodies.

RECOMMENDATION:
Staff recommends City Council approval

BACKUP DOCUMENTATION:
First Amendment to Clark County and City of Las Vegas Geographic Information Interlocal Contract

FIRST AMENDMENT TO CLARK COUNTY AND CITY OF LAS VEGAS GEOGRAPHIC INFORMATION INTERLOCAL CONTRACT

THIS FIRST AMENDMENT to Clark County and City of Las Vegas Geographic Information Interlocal Contract (this "Amendment") is made and entered into this ___ day of _____, 2011, by and between Clark County (the "County"), a political subdivision of the State of Nevada, and the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada.

RECITALS

WHEREAS, the County and the City entered into that certain Clark County and City of Las Vegas Geographic Information Interlocal Agreement for Southern Nevada GIS Central Repository dated March 24, 2006 (the "GIS Agreement"), which created a central repository, commonly known and referred to as the "Southern Nevada GIS Central Data Repository"; and

WHEREAS, the Southern Nevada GIS Central Data Repository is a centralized data warehouse for the deposit and sharing of geographic information and data, which is maintained by Clark County for access and use of each of the local governmental entities in Clark County who elect to enter into subscriber agreements granting access to the information and data contain therein; and

WHEREAS, the deposit and access to the geographic information and data held in the Southern Nevada GIS Central Data Repository has proven to be of benefit to the County and the City in their ability to deliver timely and efficient services to the public; and

WHEREAS, the GIS Agreement is currently set to expire on June 30, 2011; and

WHEREAS, the County and the City desire to extend the aforementioned termination date of the GIS Agreement with the execution of this Amendment.

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the parties hereto agree as follows:

1. Subsection k of Section 5 of the GIS Agreement is hereby amended to delete the date of June 30, 2011, and to insert in lieu thereof the date of June 30, 2012.

2. All other terms, conditions and covenants of the GIS Agreement shall remain the same between the Parties thereto.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment effective on the date and year first set forth above.

CLARK COUNTY
Board of County Commissioners

Susan Brager, Chair Date

ATTEST:

Diana Alba, County Clerk Date

Approved as to form:

David Roger, District Attorney Date
(or Designee)

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

Approved as to form:

Robert S. Sylvain 7-7-11
Robert S. Sylvain Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Lease Agreement between the City of Las Vegas and Nevada Garden Clubs, Inc. for the lease of real property and community center located at 3333 West Washington Avenue, Lorenzi Park - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Garden Club has requested to renew their lease. The new term is for a period of five years with two additional one year options to extend. The Garden Club is responsible for all utilities, services, repairs and maintenance of the premises.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Lease Agreement

LEASE AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND NEVADA GARDEN CLUBS, INC.

THIS LEASE AGREEMENT ("Lease") is entered into this _____ day _____ 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord"), and Nevada Garden Clubs, Inc., a Nevada non-profit corporation ("Tenant"). Landlord and Tenant may be referred to singulary as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Landlord is the owner of certain real property and community center located at 3333 West Washington Avenue, Las Vegas, Clark County, Nevada and commonly known as Lorenzi Park (the "Property"); and

WHEREAS, the Tenant desires to occupy a portion of the Property by leasing that certain building ("Premises") depicted on Exhibit A, attached hereto an incorporated herein by this refence, under the terms, conditions and covenants hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. PREMISES. In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord the Premises under the terms, conditions and convenants hereinafter set forth.

2. TERM.

2.1. Commencement Date. The Commencement Date for this Lease will begin on the date first written above.

2.2. Length of Term. The Term of this Lease shall be for a period of five (5) years beginning on the Commencement Date. Tenant shall have the right to request two (2) one (1) year extensions ("Option Terms") by providing a minimum of sixty (60) days written notice to Landlord prior to the termination date.

2.3. This Lease may be terminated with or without cause by either Party providing the other party ninety (90) day advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the ninty (90) day notification period ends. For the avoidance of doubt and by example, if notification is provided on the 5th day of May, the Lease Agreement terminates on August 31st of that same year.

3. RENT. Tenant agrees to pay to Landlord, without prior demand and without any deduction or set-off whatsoever, except as provided herein, Base Rent of One Dollar and No Cents ($1.00) per month for the Term and each Option Term, payable yearly in advance to Landlord at City of Las Vegas Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, NV 89101.

4. CHANGES TO PREMISES. Landlord hereby reserves the right at any time to make changes, alterations or additions, in or on the Premises or Property that will not unreasonably interfere with the Tenant's use of the Premises. Landlord shall provide thirty (30) day written notification to Tenant of intent to make such changes.

5. USE. Tenant shall use the Premises solely for the purpose of conducting its business, which is expressly limited to a Tenant's non-profit activitites. Tenant shall not use or permit the Premises to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of Landlord. Tenant shall have the right of ingress and egress over the adjoining Property of the Landlord necessary or convenient for the operation and use of the Premises, but that said ingress and egress shall be at such hours prescribed by Landlord.

6. CONTINUOUS OPERATION. Tenant covenants to operate its operations at the Premises continuously during the entire term of this Lease, unless Tenant's inability to operate on the Premises is caused by Landlord's activities on the Property.

7. UTILITIES. Tenant shall provide and pay for all utilities and services, including without limitation, water, gas, heating and cooling, electric, telephone, cable televison, Internet service and security alarm services, for the Premises throughout the Term and any Option Term.

8. REPAIRS AND MAINTENANCE. Tenant agrees to make any and all necessary repairs to landscaping and irrigation around building, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, and other similar repairs required as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of Tenant or any of its or their invitees. Tenant shall notify Landlord of any and all maintenance and repairs to be made to building or on Premises. Tenant agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted.

9. LAWS, WASTE, NUISANCE. Tenant covenants that it: (a) will comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including without limitation, OSHA requirements and the Americans with Disabilities Act of 1990 and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict Tenant from contesting the validity of any such regulation, rule or ordinances, provided that Tenant indemnifies Landlord to its reasonable satisfaction against the consequences of non-complicance during the period of dispute; (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.

10. ALTERATIONS. Tenant shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the Premises without first obtaining Landlord's written consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event 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 pursued 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 Property. Any alterations, additions, or improvements to or of the Premises, including without limitation, wall covering, paneling, but excepting built-in cabinet work and

shelving, movable furniture and trade fixtures, shall at once become a part of the Premises and shall be surrendered with the Premises unless Landlord otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN. 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.

12. PAYMENT OF TAXES. Tenant shall be responsible for any real property taxes on, or real property related assessments to the Premises. Landlord shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Tenant in connection with the Premises, and Tenant agrees to pay, and to indemnify City concerning any such taxes that may be assessed.

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, without the prior written consent of Landlord in each instance, except as set forth in Section 13.4 below. 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 Lease. In the event that Tenant hereunder 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 Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. 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 collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay to landlord reasonable fees, not to exceed Two Hundred Fifty Dollars and No Cents ($250.00), incurred in connection with processing documents necessary to the giving of such consent.

13.4 Special Events,Benefits and Fund Raisers. Tenant may permit special events, benefits and fund raisers on the Premises and may charge a rental fee for such events, during which Premises may be used by persons other than Tenant. Tenant is responsible for obtaining all applicable permits, licenses and insurance certificates that may be required for a special event, benefit or fund raiser.

14. INDEMNITY.

14.1. Tenant shall indemnify Landlord and save harmless from and defend 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 inside, 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 agents, contractors, employees, servants, invitees, licensees, or concessionaires.

14.2. Landlord shall indemnify Tenant and save harmless from and defend 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 Landlord of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees, or concessionaires.

14.3. 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.

14.4. 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.

14.5. 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, defend and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

14.6. 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, defend and hold Tenant harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15. INSURANCE.

15.1. Tenant shall provide Commercial General Liability Insurance, on an occurrence basis for occurrences inside the Premises only, and including coverage for Bodily Injury (including death), Premises and Operations, Contractual Liability, Personal Liability, Products/Completed Operations Liability and Broad-Form Property Damage in an amount not less than less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) in the annual aggregate. Such insurance may be satisfied through a combination of primary and excess liability coverage and shall be on a form, by policy language or endorsement, satisfactory to Landlord, such that this coverage will respond in full for any third-party liability actions brought against Landlord for injury, or alleged injury, to any agent, representative or employee of Tenant, or any agent, representative or employee of any contractor, subcontractor or sublessee of Tenant, to the same extent that such coverage would respond to a claim brought by a disinterested third party. The Landlord, its elected officials, officer, employees and agents shall be named as additional insured by endorsement. Such Commercial General Liability Insurance coverage shall also include a waiver of subrogation by endorsement in favor of Landlord and its elected officials, officers, employees and agents. The Commercial General Liability Insurance policy deductible shall not exceed Five Hundred Dollars and No Cents ($500.00) unless agreed to in writing by the Landlord.

15.2. In the event that Tenant fails to obtain or maintain the insurance coverage required herein, Landlord will have the right to terminate this Lease.

16. DESTRUCTION.

16.1. Landlord's Remedies. If the Premises shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if; (a) the Premises by

reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Property, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Property are damaged, whether or not the Premises are damaged, to such an extent that the Property cannot in the sole judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

16.2. Tenant's Remedies. The Tenant may, notwithstanding the foregoing, terminate this Lease Agreement effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item Section 16.1 above or upon thirty (30) days advance written notice to Landlord in the event of one or more of the occurrences in items Section 16.1 above. If Tenant shall terminate this Lease, it shall have no further obligation to pay rent or be obligated to make any other payments to Landlord or perform any other term and condition of said Lease other than remove its personal property in accordance with the terms herein upon the effective date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of Lease Agreement.

17. EVENTS OF DEFAULT. Default by Tenant. Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 18:

17.1. Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

17.2. Tenant fails to perform any other term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord.

17.3. Tenant or its agent shall falsify any report required to be furnished to Landlord hereunder.

17.4. Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

18. REMEDIES. Upon the occurrence of the events set forth in Section 17, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

18.1. Immediately re-enter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.

18.2. Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed.

18.3. Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorneys fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

18.4. Should Landlord re-enter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry and reletting of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection 18.3 above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. The remedies given to Landlord in this Section 18 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

19. ACCESS TO PREMISES. 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 as Landlord may deem desirable. Landlord shall be allowed to take all material upon said Premises that may be required therefor 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 Property that necessitates immediate corrective action.

20. ATTORNMENT. In the event of the sale or assignment of Landlord's interest in Premises, 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 Landlord under this Lease.

21. 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 hereof.

22. 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 Lease, the same shall be deemed abandoned and shall become the property of Landlord. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

23. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use thereof, shall be taken by any lawful power of authority by exercise of the right of eminent domain, or sold to prevent such taking, either Landlord or Tenant may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Tenant shall not because of such taking assert any claim against Landlord or the taking authority for any compensation because of such taking, and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. In such event, Landlord shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in, or prevent Tenant from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Tenant or for relocation expenses recoverable against the taking authority.

24. ATTORNEY'S FEES. In the event that at any time during the term of this Lease either Landlord or the 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, fees not to exceed Ten Thousand Dollars and No Cents ($10,000.00).

25. MISCELLANEOUS PROVISIONS.

25.1. 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. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

25.2. 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 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.

25.3. No Waiver. ailure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

25.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail,

postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord: City of Las Vegas
Operations and Maintenance/Real Estate
333 S. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1021 phone
(702) 464-2522 fax

To Tenant: Nevada Garden Club, Inc
P.O. Box 27624
Las Vegas, NV 89126

25.5. 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 Recorder of the County in which the Community Center is located.

25.6. Partial Invalidity. If any provision of this Lease or 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.

25.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorneys fees connected therewith.

25.8. Provisions Binding. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Community Center, the Premises, or this Lease, Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

25.9. Entire Agreement. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. 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 Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers 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.

26. MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto.

27. 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.

28. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit "B", all principals and partners of Nevada Garden Clubs, as well as all persons and entities holding more than a one percent (1%) interest in Nevanda Garden Clubs, Inc., or any principal of Nevada Garden Clubs, Inc. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date and year set forth above.

CITY OF LAS VEGAS
"Landlord"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 8/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

NEVADA GARDEN CLUBS
"Tenant"

By: Victoria A.M. Yuen

Name: Victoria A.M. Yuen

Title: President

postage prepaid, and shall be addressed; (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord:	City of Las Vegas Operations and Maintenance/Real Estate 333 S. Rancho Drive, 8th Floor Las Vegas, Nevada 89106 (702) 229-1021 phone (702) 464-2522 fax
To Tenant:	Nevada Garden Club, Inc P.O. Box 27624 Las Vegas, NV 89126

25.5. 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 Recorder of the County in which the Community Center is located.

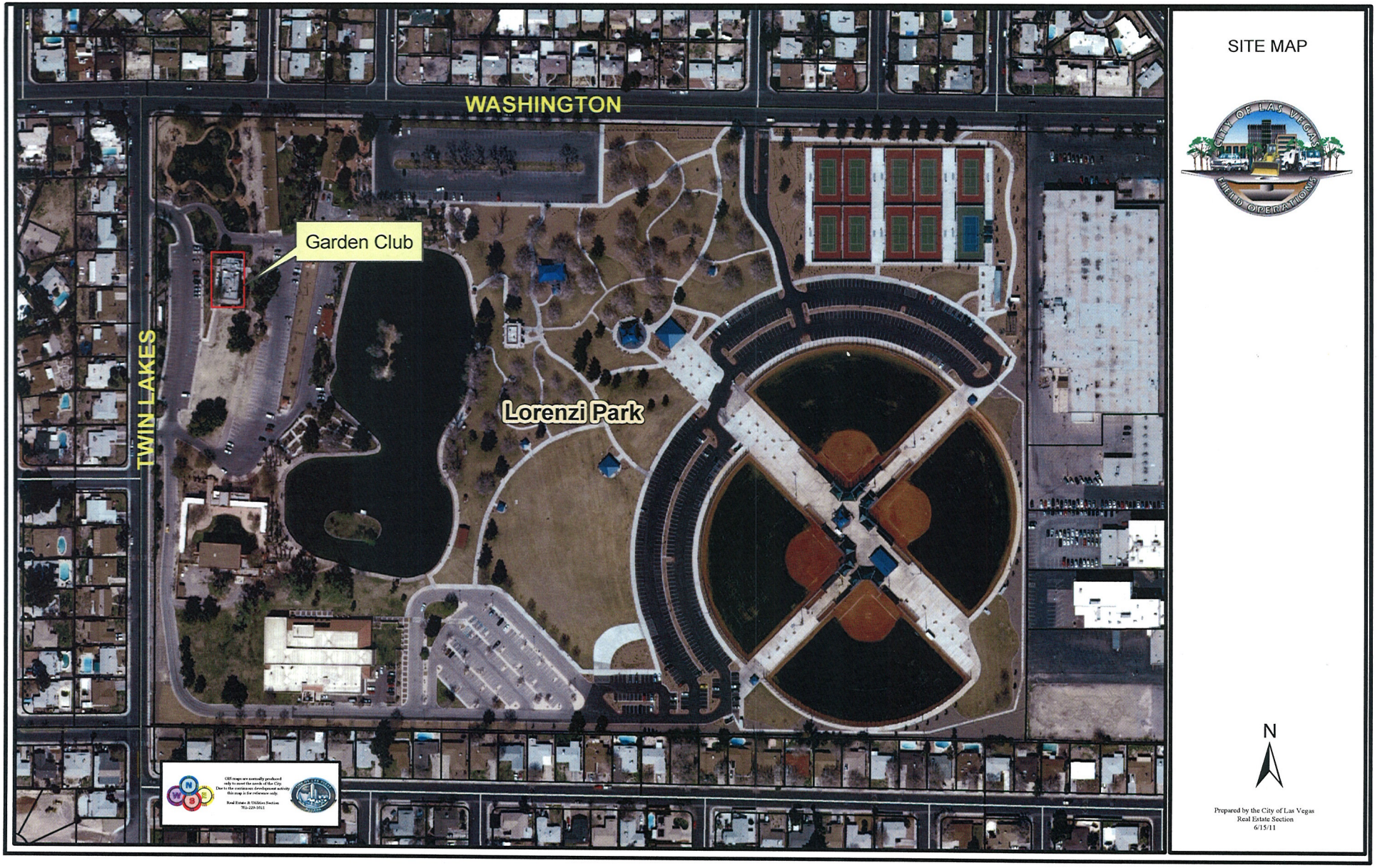
25.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25.7. Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claim, including any attorneys fees connected therewith.

25.8. Provisions Binding. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Community Center, the Premises, or this Lease, Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

25.9. Entire Agreement. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. 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 Landlord to Tenant. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Lease, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers 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.

EXHIBIT "A"



SITE MAP

CITY OF LAS VEGAS
FIELD OPERATIONS

N

Prepared by the City of Las Vegas
Real Estate Section
6/15/11

EXHIBIT B

DISCLOSURE OF PRINCIPALS

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name:	Nevada Garden Clubs, Inc.
Address:	P.O. Box 27624 Las Vegas, NV 89126
Telephone:	
EIN or DUNS:	

Block 2	Description
Subject Matter of Contract/Agreement:	
Lease Agreement at Lorenzi Park	
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.	Victoria Yuen, President	2312 Rancho Bel Air Dr. Las Vegas, NV 89107	702-259-9888
2.	Susan Radcliffe 1st Vice President	2475 Vegas Vic Dr. Henderson, NV 89002	702-267-0050
3.	Marcia Brown 2nd Vice President	1935 Hobson Dr. Henderson, NV 89074	702-269-9631
4.	Anne Oney Recording Secretary	2116 Sawtooth Mtn Dr. Henderson, NV 89044	702-451-0854
5.	Nancy Loesch Corresponding Secy	2384 Kalkaska Dr. Henderson, NV 89044	702-407-7128
6.	Lauran Meyer Treasurer	2408 Wimbledon Dr. Las Vegas, NV 89107	702-880-9213
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 Security 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.

Victor A. M. Yuen
Name

Aug. 25, 2011
Date

Subscribed and sworn to before me this 25th day of August, 2011.

Christina Strong
Notary Public

CHRISTINA STRONG
Notary Public-State of Nevada
APPT. NO. 07-1185-1
My App. Expires January 04, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an Interlocal Contract for seed collection between the City of Las Vegas and the Nevada Division of Forestry located at Floyd Lamb Park, APN 125-04-301-005 - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada Division of Forestry desires to enter the Park to collect seeds from native plants subject to the terms and conditions of the Interlocal Contract. The term is for one year with the right to request annual one year extensions.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Interlocal Contract

INTERLOCAL CONTRACT FOR SEED COLLECTION AT FLOYD LAMB PARK BETWEEN CITY OF LAS VEGAS, NEVADA AND NEVADA DIVISION OF FORESTRY

This INTERLOCAL CONTRACT FOR SEED COLLECTION AT FLOYD LAMB PARK ("Agreement") is made and entered into this ___ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation with the State of Nevada ("City") and the Nevada Division of Forestry, also department of the State of Nevada ("NDF"). The City and NDF are individually referred to as "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to NRS 277.180 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, City is the owner of Assessor's Parcel Number 125-04-301-005 in Las Vegas, County of Clark, Nevada and commonly known as Floyd Lamb Park ("Property") as depicted on Exhibit A; and

WHEREAS, NDF desires to enter onto the Property to collect seeds from native plants ("Seed Collection") in accordance with the terms and conditions set forth herein; and

WHEREAS, City desires to provide ingress and egress to the Property for Seed Collection subject to the terms and conditions contained herein.

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

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

2. TERM. This Agreement shall commence on September 1, 2011 and shall be for a term of one year ("Term") with a termination date of September 1, 2012. NDF shall have the right to request annual one-year extensions of the Term by making a written request to City a minimum of thirty days prior to the termination date.

3. USE LIMITED. This Agreement is for the sole purpose of allowing access to the Property for Seed Collection. No other use is either contemplated or permitted under this Agreement.

4. ACCESS TO PROPERTY. NDF shall have the right to access the Property during the hours that Floyd Lamb Park is open to the public. At no time shall NDF access the Property when Floyd Lamb Park is closed to the public.

5. LIABILITY/INDEMNIFICATION. Each party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this Agreement. Each party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, individual members thereof, officers, employees, agents and employees harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this agreement whether those actions were performed by its officers, employees, agents, participants, volunteers, attendees, and/or invitees.

6. NOTICE. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To City: Attention: Administrator,
Real Estate & Utilities
City of Las Vegas
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1022 phone

To NDF: Attention: Adria DeCorte
Resource Management Officer
Nevada Division of Forestry
4747 Vegas Drive
Las Vegas, NV 89108
(702) 486-5123 office

7. MODIFICATION OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to activities contemplated herein, and supersedes all prior and contemporaneous oral and written agreements and discussions related to the terms and conditions hererin.

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.

Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

8. 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.

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

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

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

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

SIGNATURES CONTINUED ON NEXT PAGE

INTERLOCAL CONTRACT FOR SEED COLLECTION
AT FLOYD LAMB PARK BETWEEN
THE CITY OF LAS VEGAS, NEVADA AND THE NEVADA DIVISION OF FORESTRY
Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 9/1/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

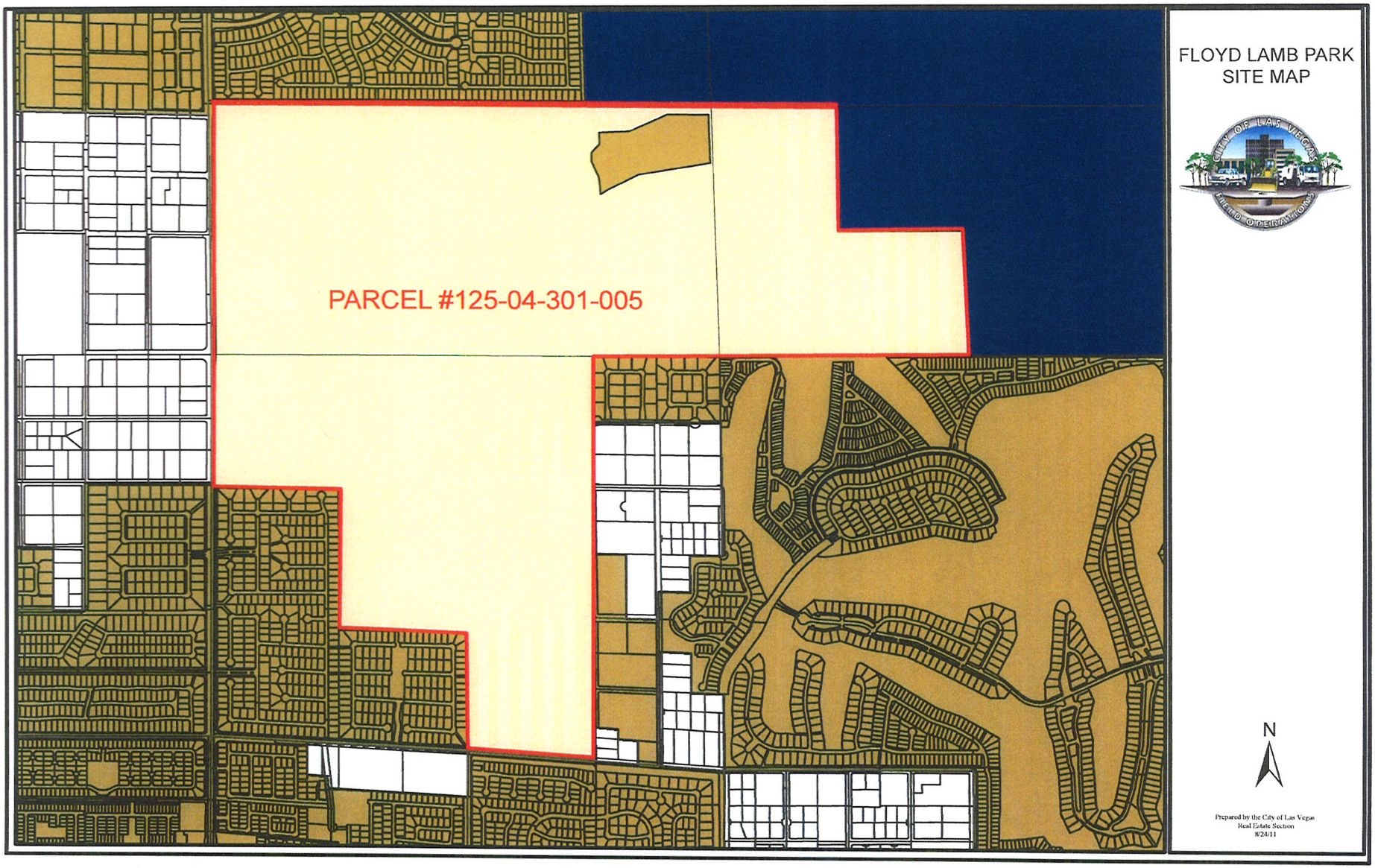
NEVADA DIVISION OF FORESTRY

By: Adria Delonte

Name: ADRIA DECORTE

Title: RESOURCE MGMNT OFFICER

EXHIBIT "A"


PARCEL #125-04-301-005
FLOYD LAMB PARK
SITE MAP
CITY OF LAS VEGAS
FIELD OPERATIONS
N
Prepared by the City of Las Vegas
Real Estate Section
8/24/11

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for a fire station on a portion of APN 126-02-402-005, on approximately 2.5 acres of land located in the vicinity of Kyle Canyon Road and Puli Drive ($100 - Real Estate/Rental of Land) - Ward 6 (Ross)

Fiscal Impact

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

Amount: $100.00
Funding Source: Rental of Lands
Dept./Division: Operations and Maintenance/Real Estate Section

PURPOSE/BACKGROUND:
Staff has identified this site as ideal for a future fire station location to service current and future citizens in this area

RECOMMENDATION:
Staff recommends approval and authorization of staff to execute any additional documents from the Bureau of Land Management necessary to maintain this lease in good standing with the Bureau of Land Management

BACKUP DOCUMENTATION:
Application

Form 2740-1
(January 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR LAND FOR RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB NO. 1004-0012
Expires: November 30, 2009

Date	Serial Number *(BLM use only)*

Home phone *(include area code)*

1a. Applicant's name	b. Address *(include zip code)*	Business phone *(include area code)*
City of Las Vegas	**333 N. Rancho Dr., 8th Fl., Las Vegas NV 89106**	**702-229-1022**

2. Give legal description of lands applied for *(include metes and bounds description, if necessary)*

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
SE1/4SE1/4SE1/4SW1/4	**02**	**019 S.**	**059 E.**	**M.D.M.**

County of	State of	Containing *(acres)*
Clark	**Nevada**	**2.5 ac.**

3a. This application is for: ☑ Lease ☐ Purchase *(If lease, indicate year)*

b. Proposed use is ☐ Public Recreation ☑ Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See Attached documentation

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

Authority is derived from Chapter 268 of N.R.S. and the Charter for the city of Las Vegas, adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1976 p.1063.

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

(Continued on page 2)

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? ☑ Yes ☐ No *(If "no," describe the situation or activity and your plans for achieving compliance.)*

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☑ Yes ☐ No *(If "no," describe the situation or activity and the reasons for nonaccessibility).*

Applicant's Signature Robin Yoakum Date 8-31-11

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 *(Sales)* and 43 CFR 2912 *(Leases)*.
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.

3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.

4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
   a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
   b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
   c. Type and general location of all proposed improvements, including public access *(roads, trails, etc.)*. This showing may take the form of inventory lists, maps, plats, drawings, or blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
   d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
   e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
   f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
   g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.

6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

(Continued page 3)

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) provide that you be furnished the following information in connection with information required by this application for a Land Use Authorization.
AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740
PRINCIPAL PURPOSE: The information is to be used to process your application.
ROUTINE USES: (1) The adjudication of the applicant's request for a Land Use Authorization. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in use of public lands or resources. (4) (5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.
EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is mandatory for processing of the application. If all the information is not provided, the application may be rejected.

The Paperwork Reduction Act of 1995 requires us to inform you that:
BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.
Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740. Response to this request is mandatory, see regulations found in 43 CFR Subpart 2741.4.
BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

Fire Station "I"
South of Kyle Canyon Rd., west of Puli Dr.

LEGAL DESCRIPTION

Mount Diablo Meridian, Nevada

T. 19 S., R. 59 E., Sec. 2

SE¼SE¼SE¼SW¼

(approximately 2.5 acres)

(portion of APN 126-02-402-005)

Fire Station "I"
South of Kyle Canyon Rd., west of Puli Dr.

PLAN OF DEVELOPMENT

It is anticipated that the Fire Station site will be constructed in one phase. Work would include:

Street Grading and Paving
Off-site Improvements (curb, gutter, sidewalk, streetlighting)
Street Striping and Signage and Signal Construction
Site Earthwork
Station, Living Quarters and Vehicle Bay Construction
Site Electrical
Dumpsite Enclosure
Landscaping
Parking Lot

FIRE STATION I (N-63294) PARK AT KYLE CANYON ROAD AND IRON MOUNTAIN

= Fire Station I

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data deliniated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

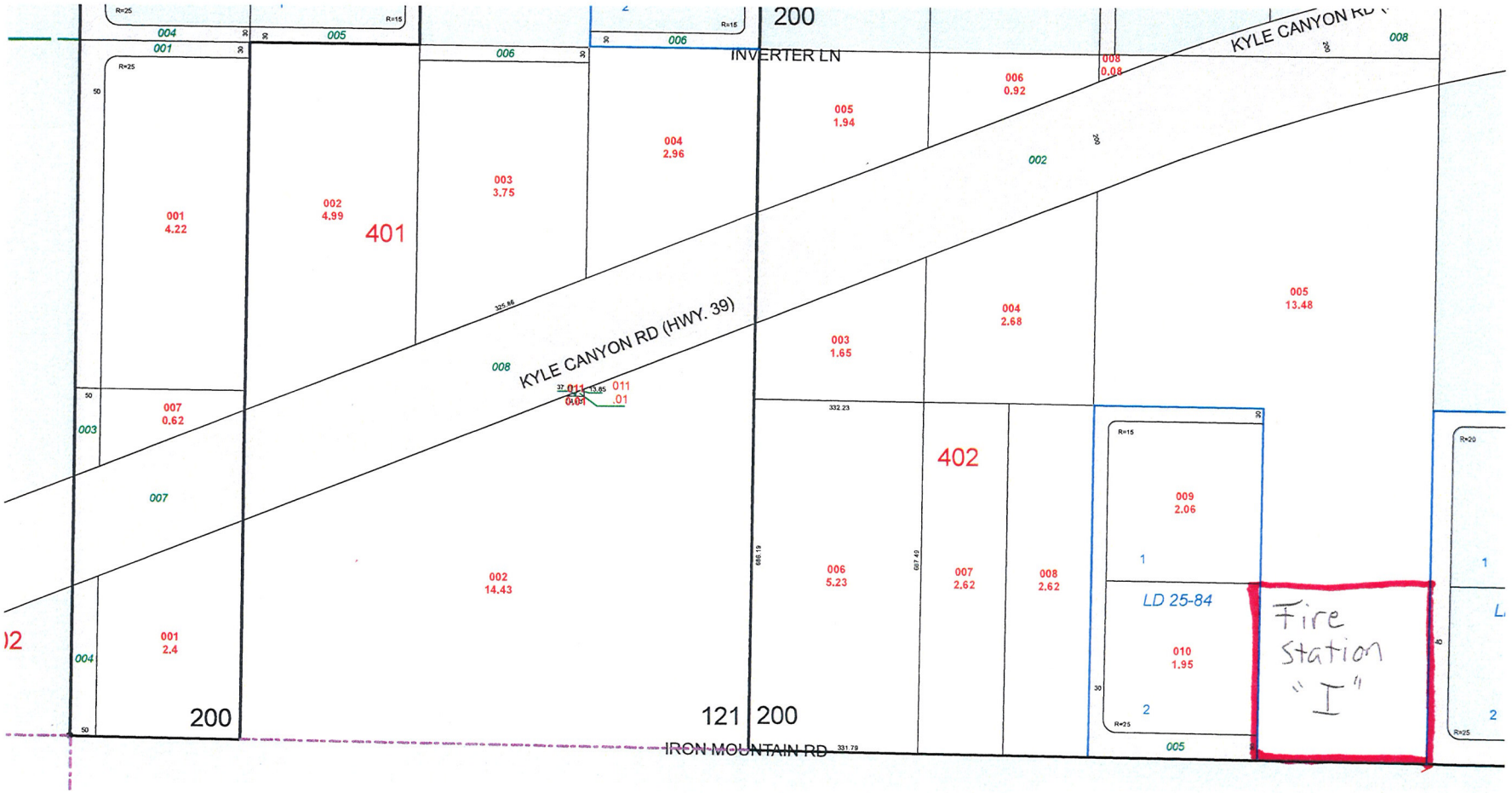
MAP LEGEND

ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor

PARCEL BOUNDARY
SUB BOUNDARY
PM/LD BOUNDARY
ROAD EASEMENT
MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL
001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GL5 GOV. LOT NUMBER

BOOK T19S R59E | SEC. 2 | MAP S 2 SW 4 | 126-02-4

Scale: 1" = 200 ' | Rev: 02/09/2011



□ = Fire Station I

TAX DIST 121,200

Fire Station "I"
South of Kyle Canyon Rd., west of Puli Dr.

STATEMENT OF NEED

As the City of Las Vegas continues to grow, increased demands are placed upon the City to provide fire response and emergency medical services for existing and future residents. It is imperative for the City of Las Vegas to plan, acquire and develop emergency services facilities in a timely manner and to ensure that these services will be available when needed.

Fire Station 'I' proposed location will ensure future residents with fire protection.

While current growth indicators for this particular area may be stagnant, it is important for the city to plan for future growth. The growth expected in this area is for residential housing, light commercial properties and recreational use. Analyzing the number of emergency calls for service with regard to the existing and proposed future population indicate future needs for a fire station at this location.

If a station is not built at this location, it could lead to a failure in our attempt to meet response time requirements for EMS and Fire calls that will potentially be occurring in the area. Our "Standard for Response Coverage" (response time requirements) is based on industry (medical and fire) standards and is a critical component in both Certified Fire Accreditation International (CFAI) accreditation and Insurance Services Office (ISO) ratings. Our formal goals are to arrive to a citizen's request for emergency service within 6 minutes 90% of the time. Not meeting this goal directly relates to fire loss and patient survivability. Not meeting these ratings also has an affect on insurance ratings in the valley.

Fire Station "I"
South of Kyle Canyon Rd., west of Puli Dr.

MANAGEMENT PLAN

The City of Las Vegas Agrees to the following commitments which will be incorporated by reference in the conveyance of the subject land:

1. To maintain the lands open without discrimination or favor.

2. To make no more than a reasonable charge, if applicable, for the use of facilities on the land (whether by concession or otherwise). The City Council will submit to the Bureau of Land Management a schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modifications by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.

3. To develop and manage the land in accordance with the approved program of utilization submitted with this application.

4. To secure the approval of the Secretary of the Interior or his delegate on all plans of construction prior to commencing actual construction.

5. To maintain in satisfactory condition the facilities on this land.

Fire Station "I"
South of Kyle Canyon Rd., west of Puli Dr.

FUNDING

It is anticipated the City of Las Vegas will provide for the construction of the facilities with general funds, fire services funds, fire services bonds, Residential Construction Impact Fees and developer contribution in lieu of fees.

MAINTENANCE

The City of Las Vegas agrees to maintain the Fire Services site in a satisfactory manner during all phases of development. Funding for maintenance and custodial services shall become a part of the annual operating budgets.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for a public park on a portion of APN 126-02-402-005, on approximately 12.5 acres of land located in the vicinity of Kyle Canyon Road and Puli Drive ($100 - Real Estate/Rental of Land) - Ward 6 (Ross)

Fiscal Impact

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

Amount: $100.00
Funding Source: Rental of Lands
Dept./Division: Operations and Maintenance/Real Estate Section

PURPOSE/BACKGROUND:
Staff has identified this site as ideal for a future public park location to service current and future citizens in this area

RECOMMENDATION:
Staff recommends approval and authorization of staff to execute any additional documents from the Bureau of Land Management necessary to maintain this lease in good standing with the Bureau of Land Management

BACKUP DOCUMENTATION:
Application

Form 2740-1
(January 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR LAND FOR RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB NO. 1004-0012
Expires: November 30, 2009

Date	Serial Number *(BLM use only)*

Home phone *(include area code)*

1a. Applicant's name	b. Address *(include zip code)*	Business phone *(include area code)*
City of Las Vegas	**333 N. Rancho Dr., 8th Fl., Las Vegas NV 89106**	**702-229-1022**

2. Give legal description of lands applied for *(include metes and bounds description, if necessary)*

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
NE1/4SE1/4SW1/4, NE1/4SE1/4SE1/4SW1/4	**02**	**019 S.**	**059 E.**	**M.D.M.**

County of	State of	Containing *(acres)*
Clark	**Nevada**	**12.5 ac.**

3a. This application is for: ☑ Lease ☐ Purchase *(If lease, indicate year)*

b. Proposed use is ☑ Public Recreation ☐ Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See Attached documentation

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(Continued on page 2)

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9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☑ Yes ☐ No *(If "no," describe the situation or activity and the reasons for nonaccessibility).*

Applicant's Signature Robin Yoakum Date 8-31-11

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Item

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   d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
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(Continued page 3)

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Kyle Canyon Rd. Park
South of Kyle Canyon Rd., west of Puli Dr.

LEGAL DESCRIPTION

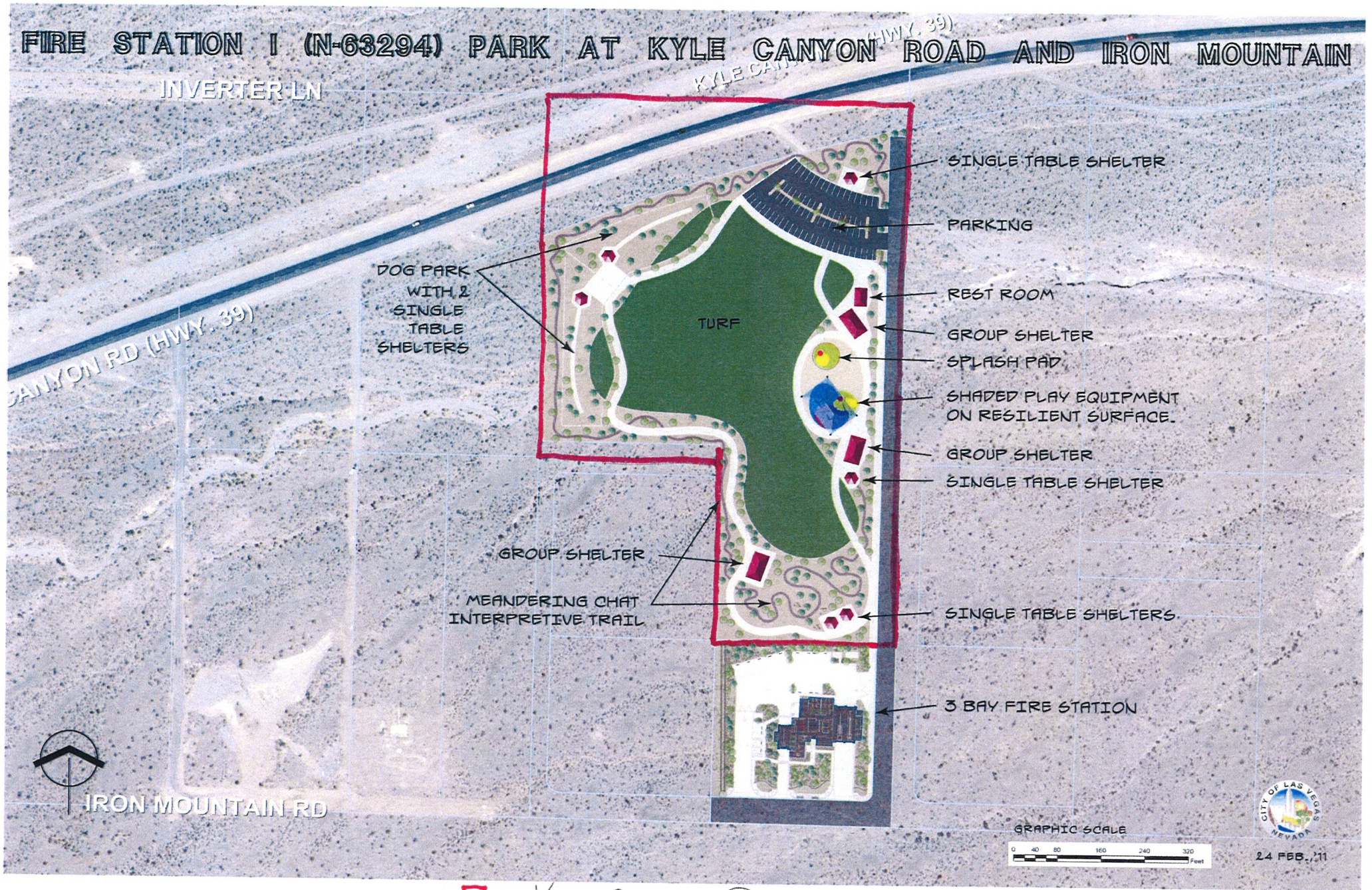
Mount Diablo Meridian, Nevada
T. 19 S., R. 59 E., Sec. 2
NE¼SE¼SW¼,
NE¼SE¼SE¼SW¼.
(approximately 12.5 acres)
(portion of 126-02-402-005)

Kyle Canyon Rd. Park
South of Kyle Canyon Rd., west of Puli Dr.

PLAN OF DEVELOPMENT

It is anticipated that the park site will be constructed in one phase. Work would include:

Street Grading and Paving
Off-site Improvements (curb, gutter, sidewalk, streetlighting)
Street Striping and Signage and Signal Construction
Site Earthwork
Picnic Shelters
Children's Splash Pad Play Area
Children's Shaded Play Area with Equipment
Restrooms
Interpretive Walking Path
Site Electrical
Dumpsite Enclosure
Landscaping
Parking Lot



□ = Kyle Canyon Rd. Park

NOTES

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No liability is assumed for the accuracy of the data deliniated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

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USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

MAP LEGEND

PARCEL BOUNDARY
SUB BOUNDARY
PM/LD BOUNDARY
ROAD EASEMENT
MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE

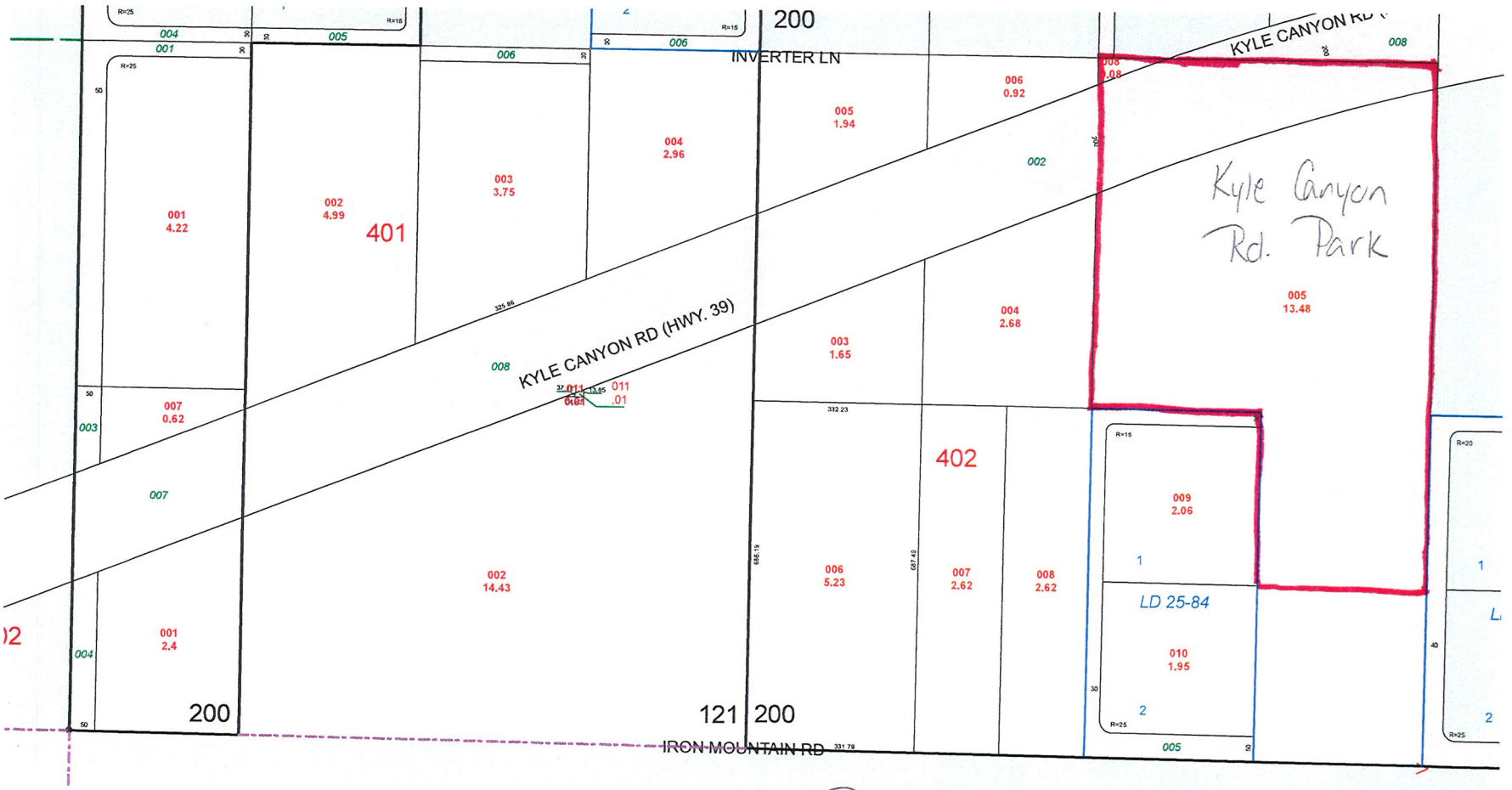
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL

001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GL5 GOV. LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafe - Assessor

BOOK T19S R59E | SEC. 2 | MAP S 2 SW 4 | 126-02-4

Scale: 1" = 200 ' | Rev: 02/09/2011



□ = Kyle Canyon Rd. Park

TAX DIST 121,200

Kyle Canyon Rd. Park
South of Kyle Canyon Rd., west of Puli Dr.

STATEMENT OF NEED

Historically, the City of Las Vegas has been one of the fastest growing communities in the country and most of this growth has occurred in the northwest sector of the City. Even though growth and development have dramatically decreased in the valley, it is imperative that the city plan for the future in order to provide parks and recreational facilities in areas of future growth.

It is also imperative for the City of Las Vegas to plan, acquire and develop recreation facilities in a timely manner, and to ensure that these services will be available when needed. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of park site acquisition.

It is intended that this project will provide a location where individual recreational needs will be possible. The park will be geared to all ages and abilities. The facility will include both group and single table picnic shelters, a dog park, a children's splash pad play area, a shaded children's play area, meandering interpretive walking path/trail, parking, restrooms and open space.

Kyle Canyon Rd. Park
South of Kyle Canyon Rd., west of Puli Dr.

MANAGEMENT PLAN

The City of Las Vegas Agrees to the following commitments which will be incorporated by reference in the conveyance of the subject land:

1. To maintain the lands open without discrimination or favor.

2. To make no more than a reasonable charge, if applicable, for the use of facilities on the land (whether by concession or otherwise). The City Council will submit to the Bureau of Land Management a schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modifications by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.

3. To develop and manage the land in accordance with the approved program of utilization submitted with this application.

4. To secure the approval of the Secretary of the Interior or his delegate on all plans of construction prior to commencing actual construction.

5. To maintain in satisfactory condition the facilities on this land.

Kyle Canyon Rd. Park
South of Kyle Canyon Rd., west of Puli Dr.

FUNDING

It is anticipated the City of Las Vegas will provide for the construction of the facilities with general funds, future park bonds, Residential Construction Impact Fees and developer contribution in lieu of fees.

MAINTENANCE

The City of Las Vegas agrees to maintain the park site in a satisfactory manner during development. Funding for maintenance and custodial services shall become a part of the annual operating budgets.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Chianti Restaurant & Wine LLC, To: Chronic Summerlin, LLC, dba Chronic Tacos, 1910 Village Center Circle, Suite 1, Jed Feller, Mgr; Red Canyon Holdings, LLC, 95% and Red Canyon Pro Trust, 5% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership. Previous business name was Chianti Cafe located at 1916 Village Center Circle, Suite C17.

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 Beer/Wine for the first six months.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License, Family Food Mart IV, LLC, dba D Mini Mart, 1468 East Charleston Boulevard, Sarhad Shaba, Managing Mmbr, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Change of Ownership of a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Agusto Verastegui, To: J & M Management, LLC, dba Fremont Mini Mart, 1404 Fremont Street, Jack Shabo, Mgr, 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership of a Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Short Line Gaming, LLC, db at Fremont Mini Mart, 1404 Fremont Street, Duane L. Shields, Robert M. Morton II, and Ernest A. Becker IV - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Slot Route Operator for a Restricted Gaming License for 7 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: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Firefly Downtown, LLC, To: Run Plaza, LLC, dba Hash House A Go Go, 1 South Main Street, James Rees, Mmbr, Mgr, 38%; W. R. Underhill Family, LLC, 38%; and JSN Holdings, LLC, 24% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership. Previous business name was Firefly Kitchen & Bar.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: Dominic Laino, To: Downtown Sushi LLC, dba Island Sushi and Hawaiian Grill, 1 South Main Street, Terence Fong Managing Mmbr, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership. Previous business name was Club 2100 located at 2100 Fremont Street, Suite 110.

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: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Lone Star Steakhouse & Saloon of Las Vegas Inc, To: Hawaiian Park Development, LLC, dba Joker's, 1631 North Decatur Boulevard, Elaine Watson, Mgr, 50% and James Watson, Mgr, 50% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Tavern License. Previous business name was Lone Star Steakhouse & Saloon located at 1611 South Decatur Boulevard.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Hawaiian Park Development, LLC, dba Joker's, 1631 North Decatur Boulevard, Elaine Watson, Mgr, 50% and James Watson, Mgr, 50% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a new Restricted Gaming License for 15 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: 4127 Charleston, LLC (non-operational), To: SD Tenant, LLC, dba Skinny Dugan's, 4127 West Charleston Boulevard, Terry Caudill, Mgr; Terry L. Caudill Living Trust, Mmbr, 60%; and Ronald G. Penna and Sandra J. Penna Family Trust, Mmbr, 40% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Tavern 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.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Non-restricted Limited Gaming License, SD Tenant, LLC, dba Skinny Dugan's, 4127 West Charleston Boulevard, Terry Caudill, Mgr; Terry L. Caudill Living Trust, Mmbr, 60%; and Ronald G. Penna and Sandra J. Penna Family Trust, Mmbr, 40% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Non-restricted Limited Gaming License for 35 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: RLB 1, LLC, To: Freeflow, LLC, dba The Swinger's Club, 1 South Main Street, Anthony Cools, Mmbr; Shane Young, Mmbr; and Keith Takaoka, Mmbr - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership. Previous business name was Willy's located at 2202 Paradise Road.

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: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a new Temporary Auctioneer License, Surplus Asset Management, dba SAM Auctions, 4111 West Clarendon Avenue, John Lines, Owner, 100% - Phoenix, AZ

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a new Temporary Auctioneer License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Burglar Alarm Service License, 1Time Inc., dba 1Time Inc., 949 Empire Mesa Way, Vanessa Blunt, Owner, 100% - Henderson

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Burglar Alarm Service License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a new Temporary Locksmith License, Jon Gibson, dba The Locksmith Company of Las Vegas, 9012 Old River Avenue, Jon Gibson, Owner, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a new 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 subject to the following conditions:

1. All business vehicles will be clearly marked with business name.
2. All persons who perform the function of a 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.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a new Temporary Massage Establishment License, Andrea Dempsey MD, PC, dba Andrea Dempsey MD, PC, 7170 Smoke Ranch Road, Suite 110, Andrea Dempsey, Pres, Secy Treas, Dir, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing medical firm - Andrea Dempsey MD, PC]

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a new Temporary Massage Establishment License.

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

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a new Temporary Massage Establishment License, TPOTPO Company, dba Do Do Hair & Nail Spa, 1201 South Jones Boulevard, Suite 102, Mi Sook Cho, Pres, Dir, Treas, Secy, 100% - Ward 1 (Tarkanian) [NOTE: This is an ancillary license to an existing beauty salon – Do Do Hair & Nail Spa]

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a new Temporary Massage Establishment License.

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

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a new Temporary Massage Establishment License, Just Face It, Inc., dba Just Face It, Inc., 8645 West Sahara Avenue, Martine Abbey, Pres, Dir, Treas, Secy, 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing cosmetology business – Just Face It, Inc.]

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a new Temporary Massage Establishment License.

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

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Massage Establishment License, LV Spa Venture VQR LLC, dba Ritual Salon & Spa, 440 South Rampart Boulevard, Suite 150, Jennifer Frederick, Managing Mmbr, 50% and Jeffrey Frederick, Managing Mmbr, 50% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a new Temporary Massage Establishment License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Class I Secondhand Dealer License, Champion Recycling LLC, dba Champion Recycling, 3000 Meade Avenue, Lucretia Corral, Pres, 80% and Jason Randall, Dir, 20% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Class I 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.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Class II Secondhand Dealer License and a Pistol Permit, Bargain Pawn, Inc., dba Bargain Pawn, Inc., 1901 North Las Vegas Boulevard, George Bramlett, Pres, 50% and Donald Klein, Secy, 50% - North Las Vegas

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Class II Secondhand Dealer License and a Pistol Permit.

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 handguns, long guns and sporting goods.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an extension of a Temporary Class II Secondhand Dealer License, Maryetta Brewer, dba House of Bargains, 2187 North Decatur Boulevard, Suite 100, Maryetta Brewer, Owner, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve 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.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Change in Conditions on a Temporary Class II Secondhand Dealer License, Cash America, Inc., dba Super Pawn, 2041 North Jones Boulevard, Suites 102 - 104, Dennis Weese, Pres; John Linscott, Secy, Vice Pres; Austin Nettle, Treas, Vice Pres; Thomas Bessant Jr., Exec VP, CFO and David Clay, Sr. VP - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change in Conditions on a Temporary Class II Secondhand Dealer License. This item was on the August 17, 2011 agenda to approve the extension of the temporary license with the following conditions:

1. Limited to electronics, jewelry and tools.
2. No on-site sales of firearms.

New condition on license will be limited to no on-site sales of firearms.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Supplemental Interlocal Contract No. 6 – 514f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $400,000 and to extend the project completion date to December 31, 2012 for the Casino Center / 3rd Street Realignment project – Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC approved an interlocal contract and supplemental interlocal contracts to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Casino Center / 3rd Street Realignment project. This Supplemental Interlocal Contract No. 6 will decrease total project funding in the amount of $400,000 and extend project completion date to December 31, 2012. Total cost of the project shall not exceed $10,625,000. The RTC approved this contract at their July 14, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 6 – 514f

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6
CASINO CENTER / 3RD STREET REALIGNMENT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6 made and entered into this 14 day of JULY, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, RTC approved an Interlocal Contract on August 11, 2005 and supplemental interlocal contracts on May 17, 2007, September 13, 2007, April 9, 2009, June 11, 2009 and June 10, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Casino Center / 3rd Street Realignment located wholly within the CITY, has been approved by the Regional Transportation Commission.

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

WHEREAS, the City desires to decrease Project funding and to extend the Project completion date.

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

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

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed $10,625,000 which includes all of the above.
2. A "Revised Authorization to Proceed" for construction at a cost not to exceed $3,255,000, engineering design at a cost not to exceed $645,000, right-of-way acquisition in an amount not to exceed $6,600,000, and right-of-way other at an amount not to exceed $125,000 at the time written Authorization to Proceed is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required for construction engineering.

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

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2012. 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 August 11, 2005, and supplemental interlocal contracts dated May 17, 2007, September 13, 2007, April 9, 2009, June 11, 2009 and June 10, 2010 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:

July 14, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form ~~and Legality:~~

John S. Ridilla 8/2/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Supplemental Interlocal Contract No. 1 – 672a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project for City of Las Vegas Bus Turnouts Project – Fiscal Year 2011 – Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC approved an Interlocal Contract on November 10, 2010 for all improvements associated with the installation of bus turnouts on Charleston Boulevard east of Rancho Drive, Pecos Road south of Bonanza Road and Rainbow Boulevard south of Lake Mead Drive. This Supplemental Interlocal Contract No. 1 will change the scope of the project to include the bus turnout on Decatur Boulevard south of Charleston instead of Charleston Boulevard east of Rancho Drive. The RTC approved this contract at their July 14, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 1 - 672a

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
BUS TURNOUT PROJECT - FISCAL YEAR 2011

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this 14 day of July, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, RTC approved an Interlocal Contract on November 10, 2010 for improvements associated with the Bus Turnout Project – Fiscal Year 2011; and,

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

WHEREAS, the CITY desires to change the scope of the project.

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

SECTION I - SCOPE OF PROJECT shall be revised to read as follows:

This Interlocal Contract applies to improvements associated with the installation of bus turnouts along Decatur Boulevard south of Charleston Boulevard, Pecos Road south of Bonanza Road and Rainbow Boulevard south of Lake Mead Drive. The basic improvements will result in the installation of bus turnouts including right-of-way acquisition, construction of bus turnout, passenger loading pad, ADA accessibility, utility relocation, retaining walls, landscaping, sign relocation, driveways relocation, storm drain drop inlets relocation and any other miscellaneous items to complete the project. The improvements will be designed and constructed in accordance with the appendix called "guidelines for the Provision of Bus Turnouts and Passenger Loading Areas for the Citizens Area Transit (CAT) bus" in the Policies and Procedures Manual of the RTC.

The remainder of the Interlocal Contract dated November 10, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

July 14, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form ~~and Legality:~~

John S. Ridilla 8/2/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an Amendment No. 1 to Highway Agreement No. P112-11-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to change the scope of work for slurry sealing and bike lane striping and to extend the completion date to December 31, 2013 for the Electric Bikes Program Street Improvements Project on Shadow Lane south of Alta Drive - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The city of Las Vegas and the State of Nevada Department of Transportation (NDOT) entered into an agreement on March 17, 2011 in which NDOT provided funding (Federal Congestion Mitigation and Air Quality Funds) for a bike lane improvements project for the development of the electric bikes program on various city streets to connect public agency facilities to the downtown area via designated electric bike routes. This Amendment changes the scope of work to remove a segment of planned bike lanes on Shadow Lane south of Alta Drive, add slurry sealing on other segments, and extend the completion date of the project from December 31, 2012 to December 31, 2013.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. P112-11-063

Amendment No. 1 to
Highway Agreement No. P112-11-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 400 Stewart Ave., Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on March 17, 2011, the Parties entered into Agreement No. P112-11-063 to delegate authority to the CITY design, advertise, award, and manage construction of bike infrastructure improvements including slurry seal paving, minor asphalt patching, median islands, a shared use path, bike lane restriping and the installation of bike signage on various streets in downtown Las Vegas; and

WHEREAS, the City has requested and been approved for a change in the PROJECT scope.

WHEREAS, the termination date is amended due to delays in the final design because of the approved change in the PROJECT scope.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P112-11-063.

NOW, THEREFORE, the Parties agree as follows:

A. Attachment "A" is removed in its entirety and replaced with the attached Attachment "A-1".

B. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2012 to December 31, 2013.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF LAS VEGAS

Carolyn G. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 8/30/11
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

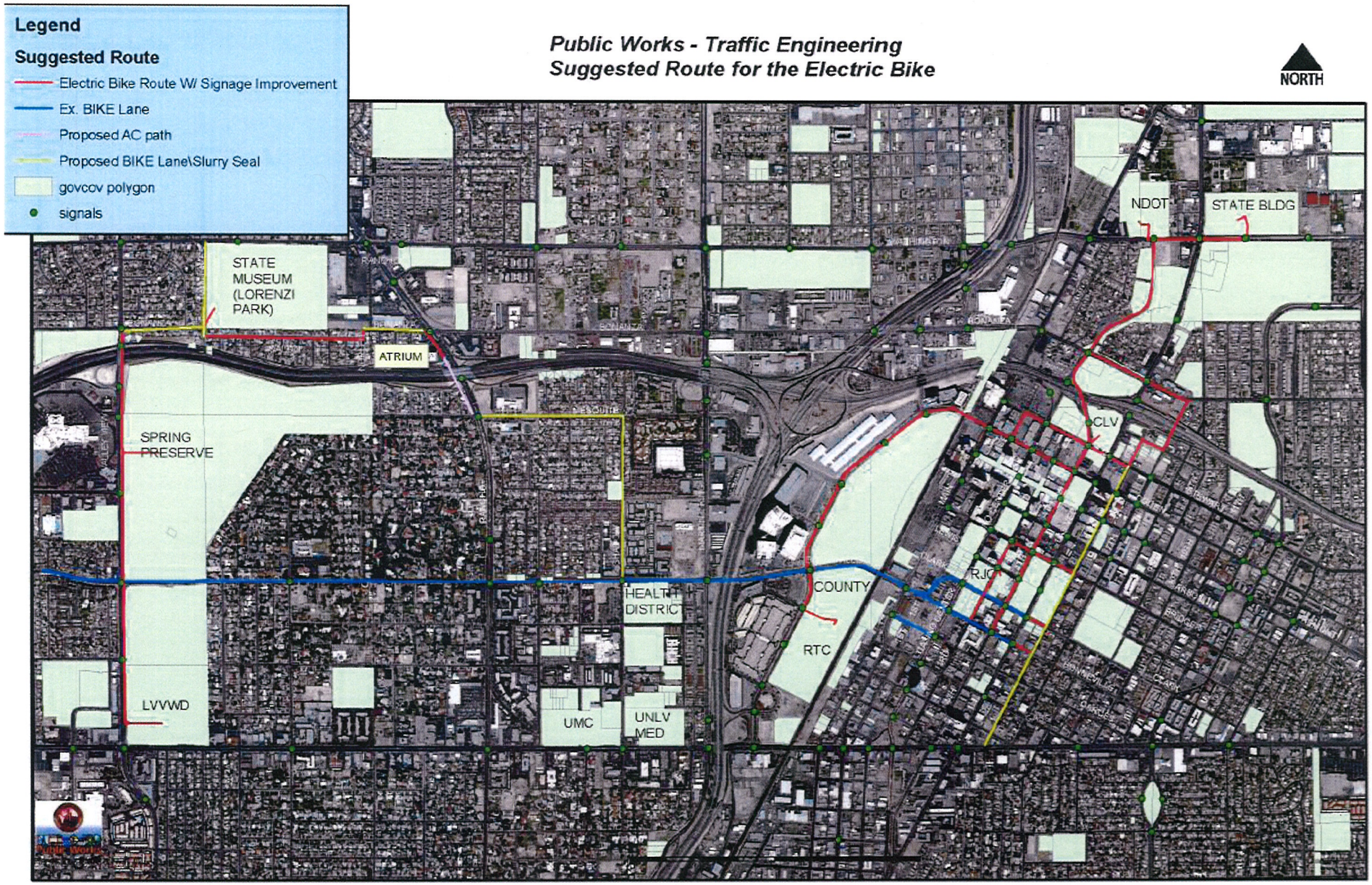
Attachment A-1

SCOPE OF WORK
PROJECT

The project consists of the construction of bike infrastructure improvements including a slurry seal pavement treatment to enable new striping reconfigurations that will fit bike lanes, minor pavement patching associated with adjusting median islands to fit bike lanes, re-cutting of traffic signal detector loops if damaged by median island adjustment, new bike lane striping and signage on Bonanza from Valley View Blvd. to Twin Lakes Dr., Twin Lakes Dr. from Washington Ave. to Avalon Ave., Bonanza Rd. from Norlen St. to Rancho Dr., Mesquite Ave. from Rancho Dr. to Shadow Ln., Shadow Ln. from Mesquite Ave. to Bonneville Ave. and 6th St. from Stewart Ave. to Charleston Blvd. as depicted on the attached drawing.

The project also includes the installation of bike signage on the following streets; Valley View Blvd. from Charleston Blvd. to Bonanza Rd., Avalon Ave. from Twin Lakes Dr. to Norlen St., Norlen St. from Avalon Ave. to Bonanza Ave., Rancho Dr. from Bonanza Ave. to Autsin Ave., Grand Central Pkwy. from the North Entrance to the Clark County Government Center to Ogden Ave., 1st St. from Ogden Ave. to Stewart Ave., Casino Center Dr. from 4th St. to Bonanza Rd., Veterans Memorial Dr. from Bonanza Rd. to Washington Ave., 3rd St. from Bonneville Ave. to Bridger Ave., 4th St. from Bonneville Ave. to Casino Center Dr., 6th St. from Stewart to Mesquite Ave., 7th St. Mesquite Ave. to Bonanza Rd., Bonneville Ave. from Las Vegas Blvd. to 6th St., Clark Ave. from Las Vegas Blvd. to 6th St., Bridger Ave. from 3rd St. to 6th St., Ogden Ave. from Grand Central Pkwy. to 4th St., Stewart Ave. from 1st St. to 6th St., Bonanza Rd. from Casino Center Blvd. to 7th St., Washington Ave. from Veterans Memorial Dr. to the Grant Sawyer Bldg. as depicted on the attached drawing.

The project also includes the construction of a shared use path and signage on Rancho Dr. from Austin Ave. to Mesquite Ave. as depicted on the attached drawing.


Legend
Suggested Route
Electric Bike Route W/ Signage Improvement
Ex. BIKE Lane
Proposed AC path
Proposed BIKE Lane\Slurry Seal
govcov polygon
signals
Public Works - Traffic Engineering
Suggested Route for the Electric Bike
NORTH
STATE MUSEUM (LORENZI PARK)
ATRIUM
SPRING PRESERVE
LVVWD
HEALTH DISTRICT
UMC
UNLV MED
COUNTY
RTC
RJC
CLV
NDOT
STATE BLDG

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an Amendment No. 1 to the Highway Agreement No. P005-10-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to decrease project funding in the amount of $301,479 for the design and construction of the repaving of Rainbow Boulevard from Smoke Ranch Road to Gowan Road – Ward 4, 5 and 6 (Anthony, Barlow and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On January 6, 2010, the City of Las Vegas entered into a Highway Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $1,910,537 (Federal ARRA Funds) to fund the design and construction of the repaving of Rainbow Boulevard from Smoke Ranch Road to Gowan Road. This Amendment No. 1 will decrease the funding in the amount of $301,479 due to the contractor bid prices coming in below the agreement amount. Total amount of project funding will not exceed $1,609,058.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. P005-10-063

Amendment No 1 to
Highway Agreement No. P005-10-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on January 6, 2010 the parties entered into Agreement No. P005-10-063 to delegate authority to the CITY to design, advertise, award, and manage construction of the repaving of Rainbow Blvd. from Smoke Ranch Rd. to Gowan Rd.; and

WHEREAS, due to the contractor bid prices coming in below the agreement amount this amendment decreases the amount of funding by Three Hundred One Thousand Four Hundred Seventy-nine and No/100 Dollars ($301,479.00).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P005-10-063.

NOW, THEREFORE, the parties agree as follows:

A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place: To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of One Million Six Hundred Nine Thousand Fifty-eight and No/100 Dollars ($1,609,058.00).

B. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are One Million Six Hundred Nine Thousand Fifty-eight and No/100 Dollars ($1,609,058.00), which includes: One Million Six Hundred Nine Thousand Fifty-eight and No/100 Dollars ($1,609,058.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.

C. Article III: Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 65,000.00
Construction Costs:	$ 1,539,058.00
TOTAL ESTIMATED PROJECT COSTS:	$ 1,609,058.00

AVAILABLE FUNDING SOURCES:

Federal ARRA Funds:	$ 1,609,058.00
TOTAL PROJECT FUNDING:	$ 1,609,058.00

D. All of the other provisions of Agreement No. P005-10-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

Carolyn G. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an Amendment No. 1 to the Highway Agreement No. PR334-10-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to change the scope of the project, increase funding in the amount of $159,665 and extend the completion date to December 31, 2015 for the construction of landscaping improvements on D Street from Washington Avenue to Madison Avenue ($159,665 – Public Works Capital Project Fund [CPF]) – Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $159,665
Funding Source: Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On December 1, 2010, the City of Las Vegas entered into a Highway Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $684,211 ($650,000 Federal Enhancement Funds and $34,211 CPF match) to fund the construction of landscaping improvements on D Street from Washington Avenue to Madison Avenue. This Amendment No. 1 will change the scope to include D Street from I-15 to Madison and Washington Avenue from D Street to I-15 limits, increase the funding in the amount of $159,665 (state funds) and extend the completion date to December 31, 2015, as additional time is required to complete the project. Total amount of project funding will not exceed $843,876.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. PR334-10-063

Amendment No. 1 to
Highway Agreement No. PR334-10-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 333 N. Rancho Dr., Las Vegas, NV 89106, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on December 1, 2010, the Parties entered into Agreement No. PR334-10-063 to delegate authority to the CITY to design, advertise, award, and manage construction of landscaping improvements on D St. from Washington Ave. to Madison Ave.; and

WHEREAS, due to the CITY being approved for additional State Funding this amendment increases the amount of funding by One Hundred Fifty-nine Thousand Six Hundred Sixty-five and No/100 Dollars ($159,665.00)

WHEREAS, the City has requested and been approved for a change in the PROJECT scope.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR334-10-063.

NOW, THEREFORE, the Parties agree as follows:

A. Attachment "A" is removed in its entirety and replaced with the attached Attachment "A-1".

B. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place, To obligate Federal Enhancement funding for a maximum amount of Six Hundred Fifty Thousand and No/100 Dollars ($650,000.00) and State Funding for a maximum amount of One Hundred Fifty-nine Thousand Six Hundred Sixty-five and No/100 Dollars ($159,665.00).

C. Article 1, Paragraph 4, is amended by deleting it in its entirety and inserting in its place, To establish Project Identification Numbers to track all PROJECT costs for the Federal Funded portion and the State Funded portion of the PROJECT separately as established in Attachment A-1.

D. Article I, Paragraph 15, is amended by deleting it in its entirety and inserting in its place, To reimburse the CITY, monthly as work progresses on the PROJECT, for ninety-five percent (95%) of ELIGIBLE PROJECT COSTS for the Federally Funded portion of the PROJECT and to reimburse the City for one hundred percent (100%) of ELIGIBLE PROJECT COSTS for the State Funded portion of the PROJECT based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

E. Article II, Paragraph 15, is amended by deleting it in its entirety and inserting in its place, To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty-four Thousand Two Hundred Eleven and No/100 Dollars ($34,211.00) and for one hundred percent (100%) of all costs exceeding

the obligated Federal and State funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal and State funds.

F. Article II, is amended by inserting Paragraph 18, To track the costs associated with the Federal portion and State portion of the PROJECT, as defined in Attachment A-1 separately for reimbursement from the DEPARTMENT.

G. The termination date referenced in Article III Paragraph 1, shall be changed from December 31, 2013 to December 31, 2015.

H. Article III, Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The TOTAL ESTIMATED PROJECT COSTS are Eight Hundred Forty-three Thousand Eight Hundred Seventy-six and No/100 Dollars ($843,876.00), which includes: Six Hundred Fifty Thousand and No/100 Dollars ($650,000.00), comprising Federal funding of Seventy-seven percent (77%) of the TOTAL ESTIMATED PROJECT COSTS; and a One Hundred Fifty-nine Thousand Six Hundred Sixty-five and No/100 Dollars ($159,876.00), comprising State funding of Nineteen percent (19%) of TOTAL ESTIMATED PROJECT COSTS; and a match of Thirty-four Thousand Two Hundred Eleven and No/100 Dollars ($34,211.00), comprising CITY match funding of four percent (4%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY.

I. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 54,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 36,000.00
Construction Costs:	$ 743,876.00
TOTAL ESTIMATED PROJECT COSTS:	$ 843,876.00

AVAILABLE FUNDING SOURCES:

Federal Enhancement Funds:	$ 650,000.00
State Funds:	$ 159,665.00
CITY Funds:	$ 34,211.00
TOTAL PROJECT FUNDING:	$ 843,876.00

J. All of the other provisions of Agreement No. PR334-10-063 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF LAS VEGAS

Carolyn G. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

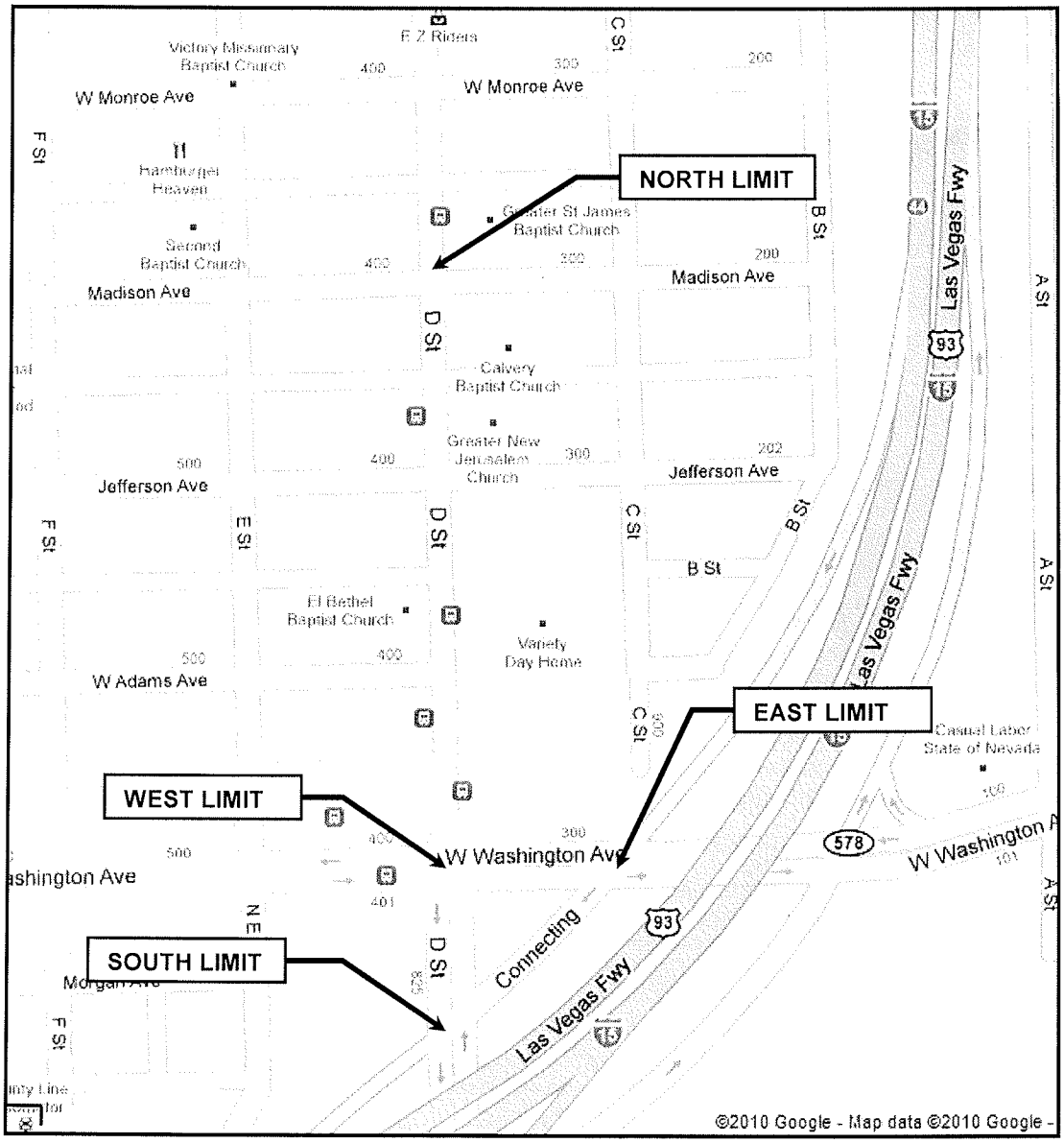
Approved as to Legality & Form:

Deputy Attorney General

Attachment A-1

SCOPE OF WORK
D STREET ENHANCEMENT

The project consists of the construction of landscape and aesthetic improvements including; trees, shrubs, hardscape, median islands, streetlights, streetlight banners, curb, gutter, sidewalk and an irrigation system. The limits of the Federally Funded portion of the Project are on D St. from Washington Ave to Madison Ave. and the limits of the State Funded portion of the Project are on D St. from Washington Ave. to the Southbound I-15 On Ramp and Washington Ave. from D St. to the I-15 Southbound Off Ramp as depicted on the drawing below.



City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve an Interlocal Contract LAS16L11 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for engineering design of the Rancho Road System – Elkhorn, Fort Apache to Grand Canyon ($245,396 – Road and Flood Capital Project Fund [CPF]) – Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $245,396
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
Rancho Road System – Elkhorn, Fort Apache to Grand Canyon is described in the 2008 Master Plan Update as Facility Number RCHB 0275 and is identified in the CCRFCD's Ten-Year Construction Program with design scheduled to begin in FY 2011-2012. The proposed improvements include design of a 7' x 6' Reinforced Concrete Box (RCB) and associated collection facilities along Elkhorn between Fort Apache and Grand Canyon. The total cost of the contract shall not exceed $245,396. The CCRFCD approved this contract at their July 14, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS16L11

INTERLOCAL CONTRACT

RANCHO ROAD SYSTEM – ELKHORN, FORT APACHE TO GRAND CANYON

THIS INTERLOCAL CONTRACT made and entered into as of the 14th day of July, 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 RCHB 0275, 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.

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 design associated with the Rancho Road System – Elkhorn, Fort Apache to Grand Canyon. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access 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 - PROJECTS COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $235,396.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $5,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $245,396 which includes all the items described in the paragraphs above.

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 the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. 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.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. 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.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for

the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. 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.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. 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. Predesign 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.

10. 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.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

12. 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.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2013. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 8/3/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

July 14, 2011

Regional Flood Control District

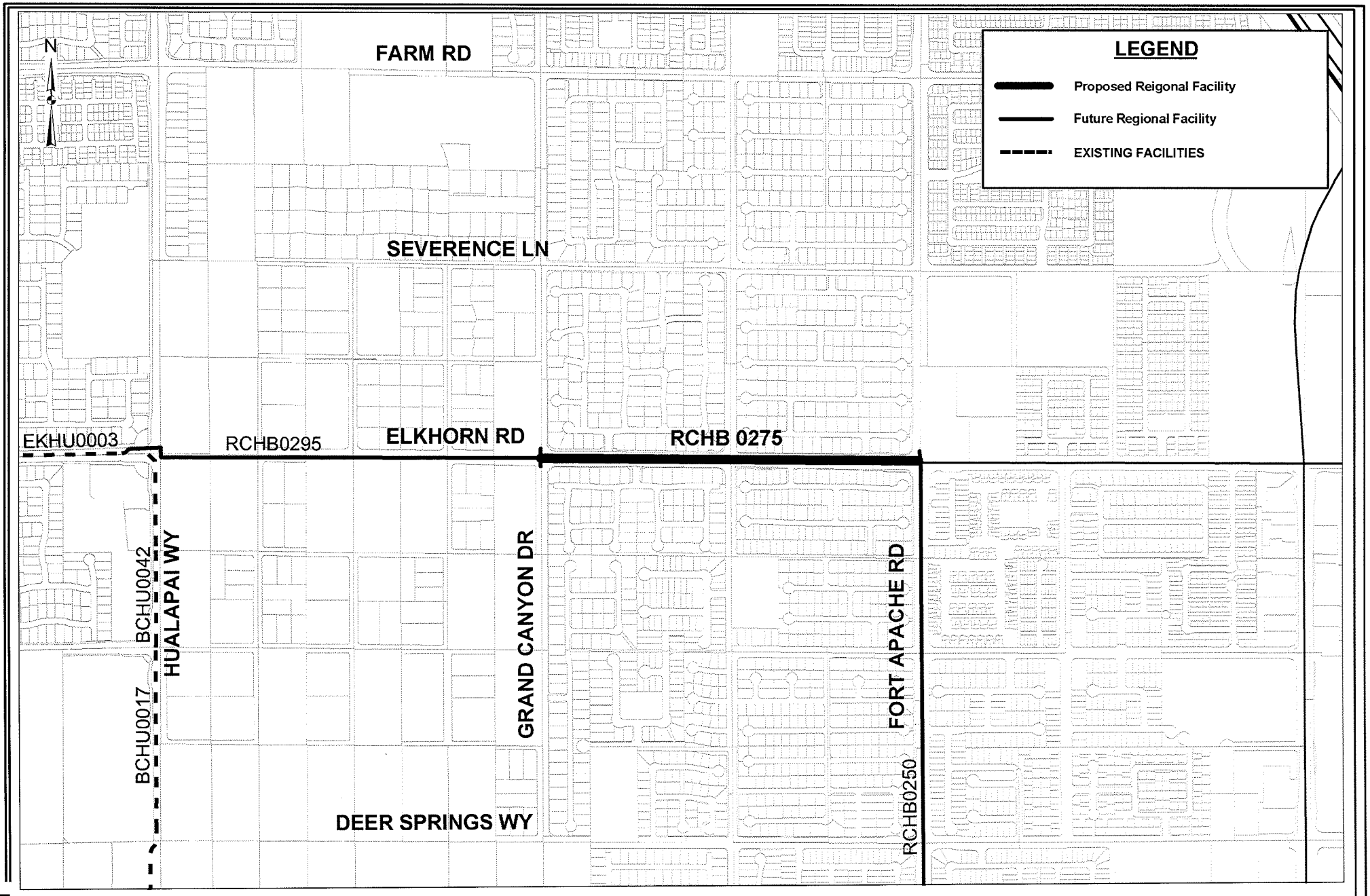
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 7/14/2011
Christopher Figgins Date
Chief Deputy District Attorney



LAS16L11

EXHIBIT A

RANCHO ROAD SYSTEM - ELKHORN, FORT APACHE TO GRAND CANYON (LAS16L11)

JUNE 11

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\EXHIBITS\Exhibt A - RANCHO ROAD SYSTEM - ELKHORN, FORT APACHE TO GRAND CANYON DRIVE.mxd

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve a Design Initiation Agreement between the City of Las Vegas and Nevada Power Company d/b/a NV Energy for power upgrades for the Water Pollution Control Facility located at 6005 E. Vegas Valley Drive ($3,261,460 Sanitation Enterprise Fund [EF]) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,261,460
Funding Source: Sanitation EF
Dept./Division: PW/Environmental

PURPOSE/BACKGROUND:
The City of Las Vegas is currently designing the Infrastructure Replacement Project at the Water Pollution Control Facility (WPCF) located at 6005 Vegas Valley Drive. The construction of this project will require NV Energy to modify existing electrical facilities and construct new distribution lines to provide electrical service to the Infrastructure Replacement Project. Additional upgrades related to this agreement are to include multiple electrical feeds to the WPCF to increase overall reliability of the electrical service.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Design Initiation Agreement No. 4784

DESIGN INITIATION AGREEMENT

Agreement No.: 4784
PID: 3000019599
Date Prepared: 07/06/2011

This Design Initiation Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas Water Pollution Control Facility, a(n) _____ Municipal corporation of the State of Nevada, ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has improvement plans for its Development ("**Plans**") that require modifications to Utility's electric facilities. These modifications to Utility's electric facilities are referred to as the "**Project**."

C. In accordance with Rule 9, Section A.2., Applicant has requested that Utility prepare a final and binding design for the Project ("**Design**") and authorizes Utility to prepare that Design. Applicant has also requested that Utility perform other activities in connection with Applicant's request to modify Utility's electric facilities, including without limitation, preparing cost estimates, preparing Property Rights documents, preparing other Project documents and meeting with Applicant.

D. Utility has agreed that, in accordance with Rule 9, other applicable provisions in its Tariff Schedules, and this Agreement, it will prepare the Design and perform other activities in connection with Applicant's request to modify Utility's electric facilities.

E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions

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

1.1 Commission: Public Utilities Commission of Nevada.

1.2 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: labor; engineering; surveys; contractors and subcontractors; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); and Tax Effect.

1.3 Development: Applicant's project for which Applicant has requested that Utility prepare the Design and might include new electric service and/or the relocation or

alteration of existing Utility facilities. Utility has assigned a project identification number (**"PID"**) to this Project.

1.4 Effective Date: "The date this Agreement is last signed below."

1.5 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in the "Notices" Section of this Agreement.

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

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

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

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

1.10 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 (as amended or supplemented) as of the later of the (a) Effective Date or (b) the date identified in the subsequently signed "Rule 9 Agreement" (defined in Section 3.1 below).

2. Design Costs; Invoicing; Interest

2.1 Design Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9. When Applicant delivers the signed Agreement to Utility, Applicant must pay Utility **$0.00** (the "**Initial Payment**"). After Applicant (a) pays the Initial Payment and (b) provides all Utility-requested information, Utility will begin Design preparation. If required by Rule 9, Section A.2, Utility will reduce the amount Applicant must pay Utility under the signed "Rule 9 Agreement" (defined in Section 3.1 below) by the amount Applicant paid Utility under this Agreement for the Design.

2.2 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Utility may periodically invoice Applicant for its Costs under this Agreement. Applicant must pay Utility's invoices within 30 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 3000019599 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Design.

2.3 True Up. If either Party cancels the Project in accordance with Section 5.2 or the Agreement terminates, Utility will compare the amounts Applicant paid Utility in connection with this Agreement to actual recorded costs ("**Cost True Up**") and either send Applicant an invoice or return any overpayment to Applicant. However, if the

Parties sign a "Rule 9 Agreement," Utility will only perform a Cost True-Up if one is required by that subsequent contract and, if it is, by the deadline specified in that subsequent contract.

2.4 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

2.5 Multiple Applicants. [RESERVED]

3. Design Development; Access; Project Cancellation

3.1 Design Preparation and Amendment. Based on information provided by Applicant and in accordance with Utility's standards and its Tariff Schedules, Utility will prepare the Design. Until Applicant enters into an agreement to modify Utility's electric facilities for the Development ("**Rule 9 Agreement**"), Utility may amend the Design for any reason.

3.2 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

3.3 Design Approval. Applicant must confirm in writing that the Design does not conflict with its Development and sign a Design Approval Agreement acceptable to Utility before Utility will prepare the Rule 9 Agreement or release the Project for construction scheduling.

3.4 Obligation to Provide Information to Utility. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to meet with Utility at its request and provide the most current and accurate information concerning Applicant's Development to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

4. Identifying Conflicts and Property Rights on Plans; Resolution of Conflicts

4.1 Identification of Utility Facilities and Property Rights on Applicant's Plans. Applicant must submit its Plans to Utility's Project Coordinator. Those Plans must identify all conflicts between (A) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (B) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development, (C) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (D) the Development and Utility's Property Rights within and adjacent to the Development,

including but not limited to easements, rights-of-way, and any other use or occupancy rights.

4.2 Submitting Plans to Utility's ROW Management Department. In addition to submitting Applicant's Plans to Utility's Project Coordinator, Applicant must also submit the Plans, containing the information described in Section 4.1, to Utility's Right-Of-Way (ROW) Management Department and follow Utility's conflict resolution process. Additional information regarding this process is on Utility's website at http://www.nvenergy.com/business/newconstruction.cfm. Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded. If Utility does not waive or approve the conflict, Applicant must resolve the conflict to Utility's satisfaction.

4.3 Damage to Utility' Facilities or Interference with Utility's Property Rights Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

(B) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.4 No Obligation. Utility is not obligated to provide electric service to the Development and may stop work on the Design and the Project until after Applicant meets its obligations under Section 4 to Utility's satisfaction.

5. Term; Cancellation; Surviving Obligations

5.1 Term of Agreement. This Agreement is effective on the Effective Date and, unless terminated earlier under this Agreement, terminates two (2) years from the Effective Date.

5.2 Cancellation of Project. Either Party may cancel the Project with thirty days prior written notice. If mailed, the cancellation notice is deemed received three (3) days after the date the notice is mailed. This Agreement will terminate 33 days after the dated on the cancellation notice.

5.3 Obligations Surviving Default, Cancellation or Termination. Any default, expiration, or termination of this Agreement, cancellation of the Project or excuse of performance does not release Applicant from any liability or obligation to Utility for:

(A) Paying all Costs, whether incurred before or after excuse of performance, default, cancellation or termination, and paying all Costs that result from excuse of performance, termination, cancellation or a Party's default.

(B) Resolving all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development, at Applicant's expense.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development, at Applicant's expense.

The provisions of Section 2.2, Section 2.3 and Section 2.4 continue to apply to this Section 5.3.

6. Right to Set Off

6.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

6.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant.

(A) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.3(A).

(B) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.3(B).

6.3 Other Rights and Remedies; Survival. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

7. Confidentiality

7.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

7.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

7.3 Protection of Confidential Information.

(A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly

confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any person or entity except as expressly provided in this Section or as otherwise approved in writing in advance by Utility.

(B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this Section will also apply to the receipt of non-public information that Applicant should reasonably recognize as being confidential.

(C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.

7.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

7.5 Sharing Confidential Information. Applicant may disclose Confidential Information to and discuss Confidential Information with its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, that the Other Party signs an agreement in a form acceptable to Utility in which the Other Party agrees to be bound by the terms of this "Confidentiality" Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.

7.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, Applicant must provide prompt written notice to Utility's legal department of any such requirement and seek a protective order preventing or limiting disclosure.

7.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

8. Notices

8.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing,

delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
Santiago, Cheri
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6731
Fax No.: _____
Email Address: CSantiago@nvenergy.com

Applicant:
City of Las Vegas Water Pollution Control Facility
John Bettencourt
Physical Address: 6005 E Vegas Valley Dr, Las Vegas, NV 89142
Mailing Address: not applicable
Telephone No.: 702-229-6560
Fax No.: 702-431-7611
Email Address: not applicable

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

9. Miscellaneous Provisions

9.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, unless otherwise specified the applicable portions of Rule 1 and Rule 9 that relate to Section 2 of this Agreement are the versions of those rules that are in effect as of the Effective Date. Notwithstanding Section 9.9, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

9.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

9.3 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this

Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement.

9.4 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

9.5 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

9.6 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

9.7 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

9.8 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

9.9 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

9.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9.11 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

9.12 Headings; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections of or to this Agreement, unless otherwise specified.

And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

9.13 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

9.14 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

9.15 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

9.16 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

9.17 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

9.18 Joint and Several Liability. [RESERVED]

DESIGN INITIATION AGREEMENT

Agreement No.: 4784
PID: 3000019599
Date Prepared: 07/06/2011

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: District Supervisor

Date: _____

APPLICANT:

City of Las Vegas Water Pollution Control Facility

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form
John S. Ridilla 8/31/11
John S. Ridilla Date
Deputy City Attorney

NVEnergy

Exhibit "A"

April 27, 2011

RE: Ballpark cost- CLV Infrastructure Replacement/ PID 3000019599
(Option C- Winterwood 1214 & 1224 Primary; Cabana 1206 Back-Up)

Per your request, a Ballpark Estimate of **$3,261,460.00*** covering your total cost responsibility (Cash contribution) for the provision of providing new service at the above-referenced project is provided. Although trenching and substructure installation is the customer responsibility, as a courtesy, we have provided an estimate for your convenience (line 6**) and it has been included in the total cost. A listing of the costs included in this estimate is as follows:

1) Estimated NV Energy new construction cost to customer (inclusive of current tax rate 0%*):	$448,893*
2) Fee for Attaching to Existing Contracts (Proportionate Share):	$0
Sub-Total:	**$448,893**
3) Estimated Project Allowance Applied to Above Sub Total (based on estimate 3498 kva addition):	$211,978
Sub Total [(1+2)-(3)]:	**$236,915**
4) Back-up Feeder (Not applicable to Allowance) and Contingency Estimate:	$987,166
5) Estimated Trench Tax (for Line 6) (Current Tax Rate: 0%*)	$0*
6) Customer Contractor substructure/trenching estimate: (***we recommend you contact a contract for a more accurate/detailed estimate*)	$2,037,379
Total Estimated Cash Contribution [sub-total +4+5+6]:	**$3,261,460**

Additional notes and assumptions:

- The removal or sale of existing facilities (Overhead line, transformers, switches, etc) has not been taken into account in this estimate and will be assessed during the Pre-design meeting, if customer chooses to proceed.
- Will require load to be served from both WW 1214 and WW 1224 as primary feeds with 2 separate primary meter points (one on each feeder).
- The back-up feeder will be CB 1206 (100% customer cost and not subject to allowance).

- This option will allow for future growth.
- *Current tax rate has been adjusted to 0% but is subject to change at any time (previous tax rate: 34.1%).

This is a ballpark estimate is for Distribution Services only, based upon the information and the scope of work you have provided, and is solely for the purpose of aiding in your decision making process. Your actual cost responsibility will be dependent upon detailed information and a final scope (which may include additional work and Substation/Transmission requirements). This estimate is contingent upon approval by government entities and contingent upon obtaining easements.

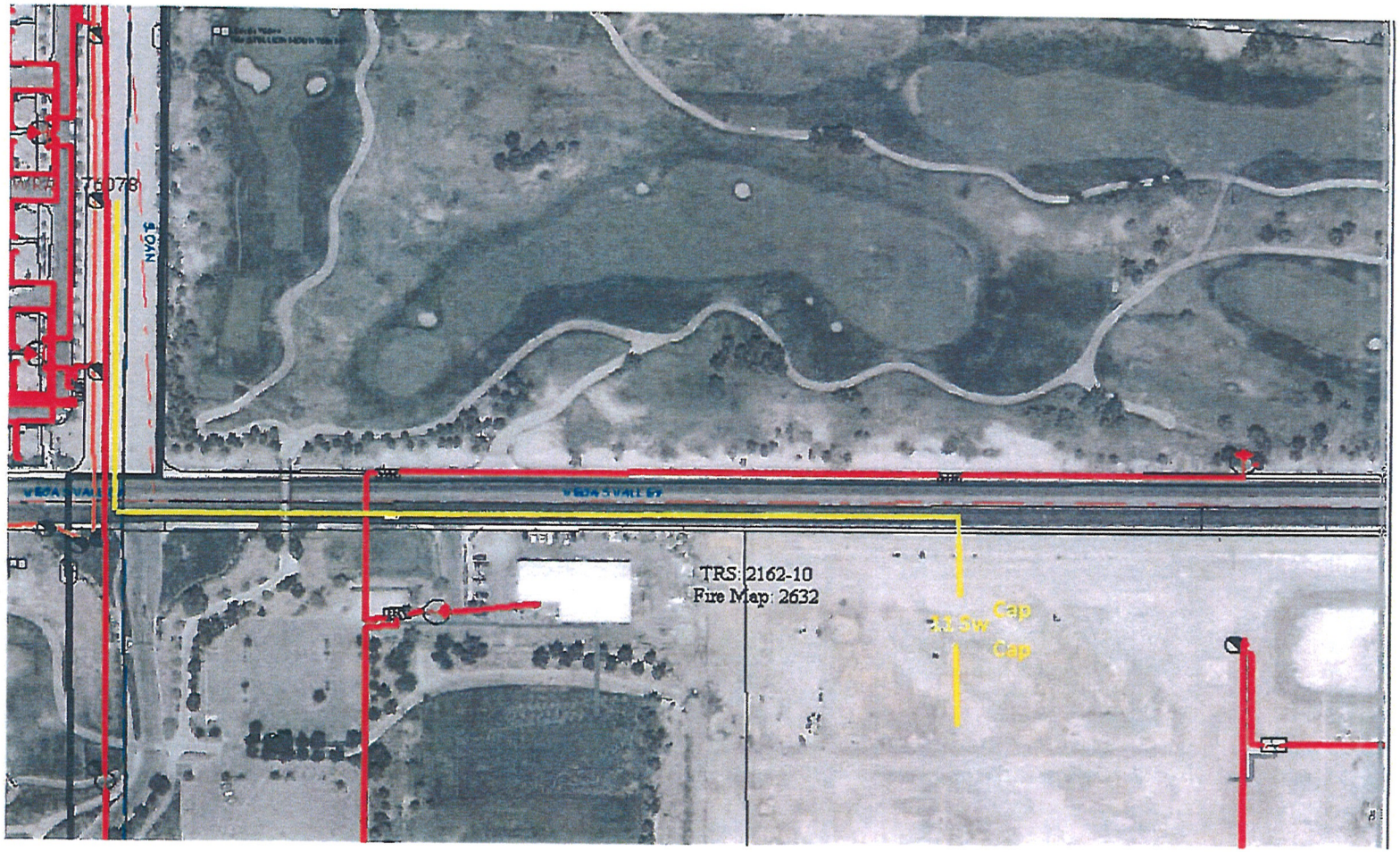
I look forward to hearing from you and having the opportunity to assist you further with this project. NV Energy will put this project on hold immediately and it will be cancelled if we do not hear from you by 07/26/2011.

Please contact me at (702) 402-6812 with any questions you may have.

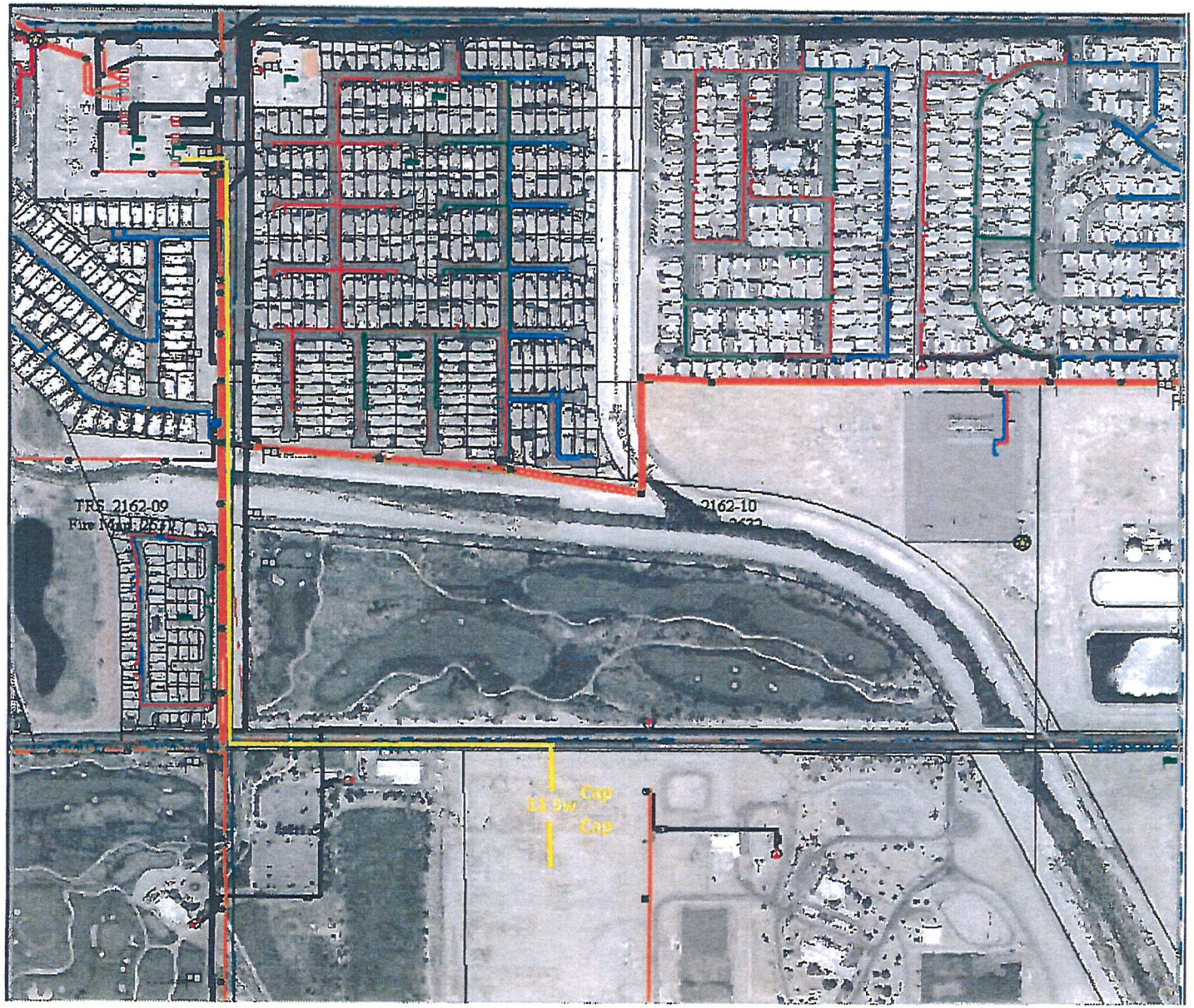
Sincerely,

Patricia Brown

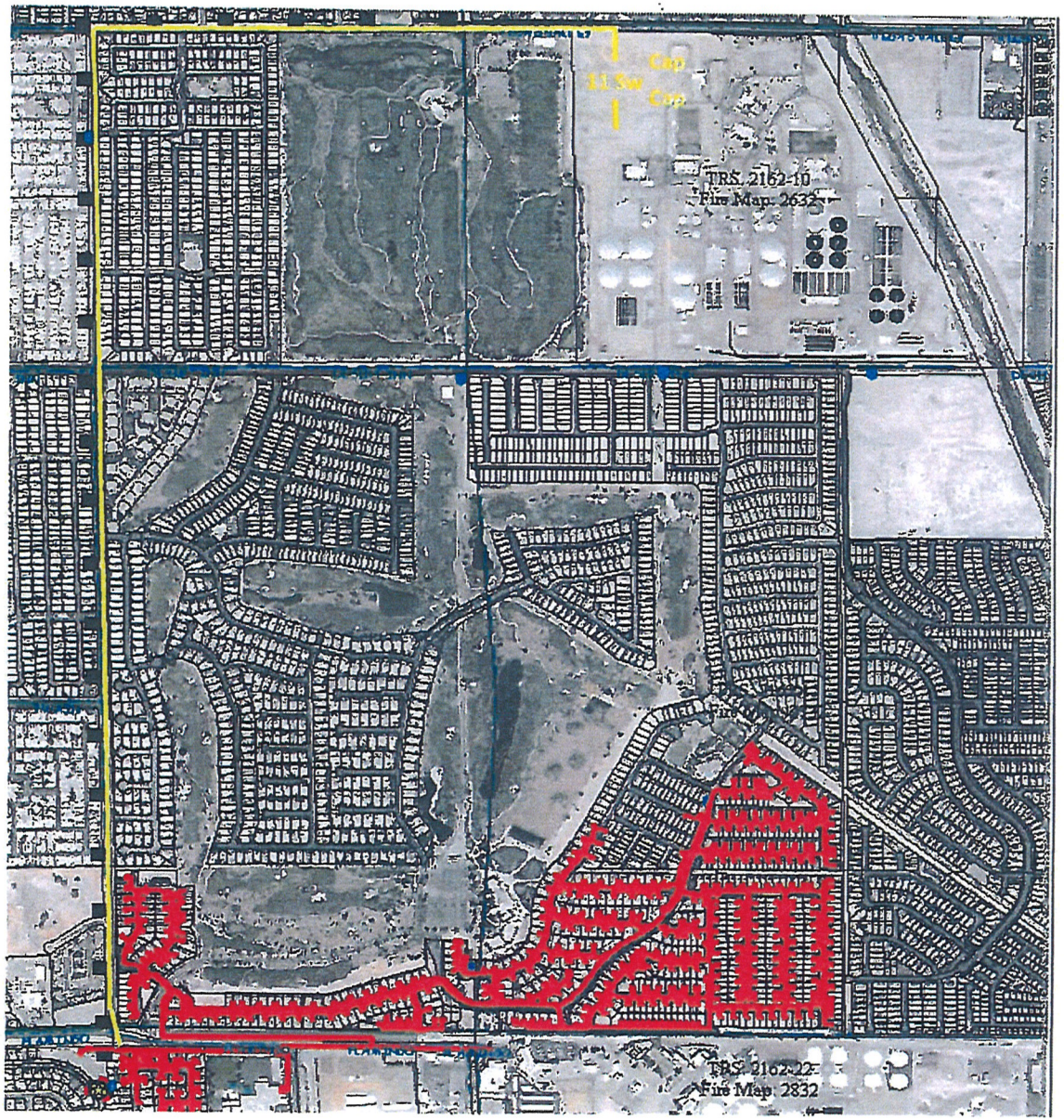
NV Energy
Las Vegas District-South
7155 Lindell Road, Las Vegas, NV 89118



WW 1214



WW 1224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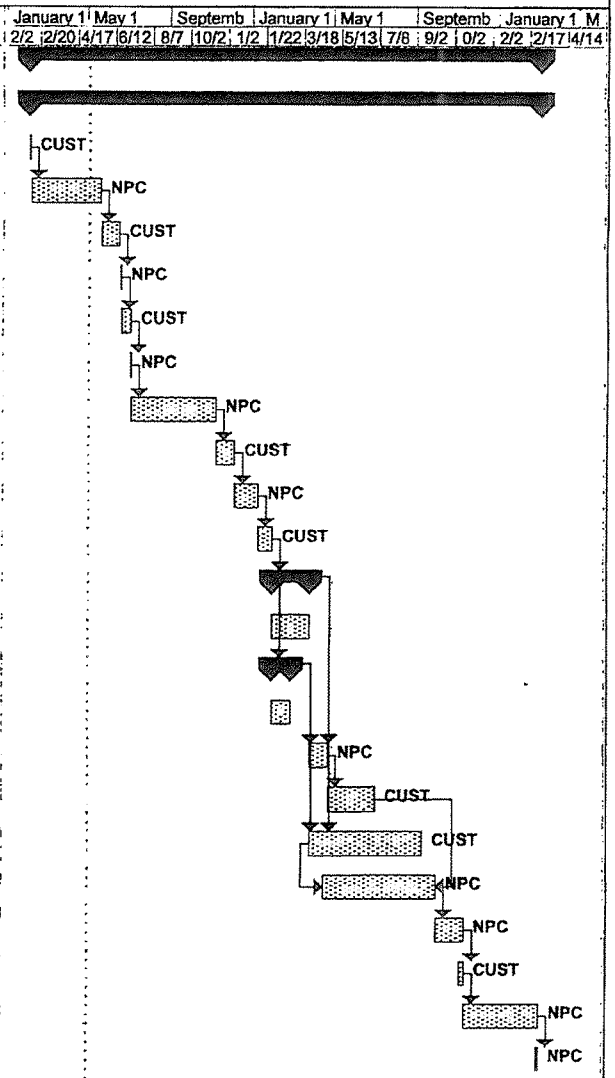
TRS. 2162-10
Fire Map: 2632
TRS. 2162-22
Fire Map: 2832

CB 1206

CLV-WPCF 3000019599 TEMPLATE PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**CLV WPCF (TYPICAL DURATION)**	**544 days**	**Fri 2/4/11**	**Wed 3/6/13**
2	**CLV WPCF (INFRASTRUCTURE REPLACEMENT)**	**544 days**	**Fri 2/4/11**	**Wed 3/6/13**
3	Customer to provide all information [Cust.]	1 day	Fri 2/4/11	Fri 2/4/11
4	NPC to present Discovery Package [NVE]	15 wks	Mon 2/7/11	Fri 5/20/11
5	Customer to Sign "Notice to Proceed" [Cust.]	20 days	Mon 5/23/11	Fri 6/17/11
6	Project assigned to coordinator [NVE]	2 days	Mon 6/20/11	Tue 6/21/11
7	Customer to schedule predesign with coord. [Cust.]	2 wks	Wed 6/22/11	Tue 7/5/11
8	Pre-design meeting and review draft schedule [NVE]	1 day	Wed 7/6/11	Wed 7/6/11
9	Complete design and send to customer [NVE]	18 wks	Thu 7/7/11	Wed 11/9/11
10	Customer to review design [Cust.]	4 wks	Thu 11/10/11	Wed 12/7/11
11	NPC to revise design per customer request [NVE] (If required)	5 wks	Thu 12/8/11	Wed 1/11/12
12	Customer review/approve design [Cust.]	3 wks	Thu 1/12/12	Wed 2/1/12
13	**Government approval [Govt.] (if required)**	**40 days**	**Thu 2/2/12**	**Wed 3/28/12**
14	CLARK COUNTY (estimated)	8 wks	Thu 2/2/12	Wed 3/28/12
15	**Send to Lands for ROW preperation [NVE] (if required)**	**20 days**	**Thu 2/2/12**	**Wed 2/29/12**
16	ON-SITE EASEMENT (estimated)	4 wks	Thu 2/2/12	Wed 2/29/12
17	Complete contract [NVE]	4 wks	Thu 3/29/12	Wed 4/25/12
18	Sign contract,advance $$ and execute easements [Cust.]	10 wks	Thu 4/26/12	Wed 7/4/12
19	Customer Trenching and Substructure [Cust.]	6 mons	Thu 3/29/12	Wed 9/12/12
20	Inspection and Release [NVE]	6 mons	Thu 4/19/12	Wed 10/3/12
21	NPC lead time from date of release [NVE]	6 wks	Thu 10/4/12	Wed 11/14/12
22	Customer call in meter order [Cust.]	5 days	Thu 11/8/12	Wed 11/14/12
23	NPC Construction/Outage Coordination [NVE]	16 wks	Thu 11/15/12	Wed 3/6/13
24	Meter set [NVE]	3 days	Mon 3/4/13	Wed 3/6/13



Project: MSProj11
Date: Tue 5/3/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

NVEnergy - iTrans - South

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Transmission options

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Friday, April 08, 2011 3:17 PM

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
For possible action to approve the distribution of funds to be returned by the Clean Water Coalition (CWC) to the Sanitary Enterprise Fund and to the sanitary sewer customers - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada Supreme Courts May 26, 2011 ruling in favor of the Clean Water Coalition (CWC) freed up $62 million for distribution to the member agencies (City of Las Vegas, North Las Vegas, City of Henderson and Clark County). Of this distribution the City of Las Vegas portion will be 25.96 percent. These funds were collected from a combination of user charge and direct contributions from the member agencies. From the City of Las Vegas 55 percent were direct contributions and 45 percent were user charges. Staff recommends that the City's share of the distribution (approximately $16.1 million) be redistributed based on their source. Therefore, 55 percent (approximately $8.85 million) would be returned to the Sanitary Enterprise Fund and 45 percent (approximately $7.25 million) would be used to provide a one-time reduction to all current sewer accounts on their upcoming billing year.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
RESOLUTIONS:

R-38-2011 - For possible action to approve a Resolution amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-III, 40 MPH Speed Limits, to change the speed limit on Durango Drive between Boseck Drive/Grandbank Drive and Westcliff Drive from 40 MPH to 35 MPH - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending that the speed limit on Durango Drive between Boseck Drive/Grandbank Drive and Westlcilff Drive be changed from 40 mph to 35 mph. The speed limit on Durango Drive south of Boseck Drive/Grandbank Drive is 35 mph and the speed limit north of Westcliff Drive is 35 mph. The Traffic Engineering Division has received complaints that Durango Drive is a speed trap because the speed limit changes from 35 mph to 40 mph at Boseck Drive/Grandbank Drive and then back to 35 mph at Westcliff Drive, so staff would like to make the speed limit consistent for this whole stretch. Staff feels that 35 mph is the appropriate speed limit.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-38-2011
2. Map

R E S O L U T I O N

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-III be amended to **delete** the following 40 MPH Speed Limit Zone:

STREET	FROM	TO
Durango Drive	Boseck Drive/Grandbank Drive	Westcliff Drive

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO
Durango Drive	Charleston Blvd.	Boseck Drive/Grandbank Drive
Durango Drive	Westcliff Drive	Vegas Drive

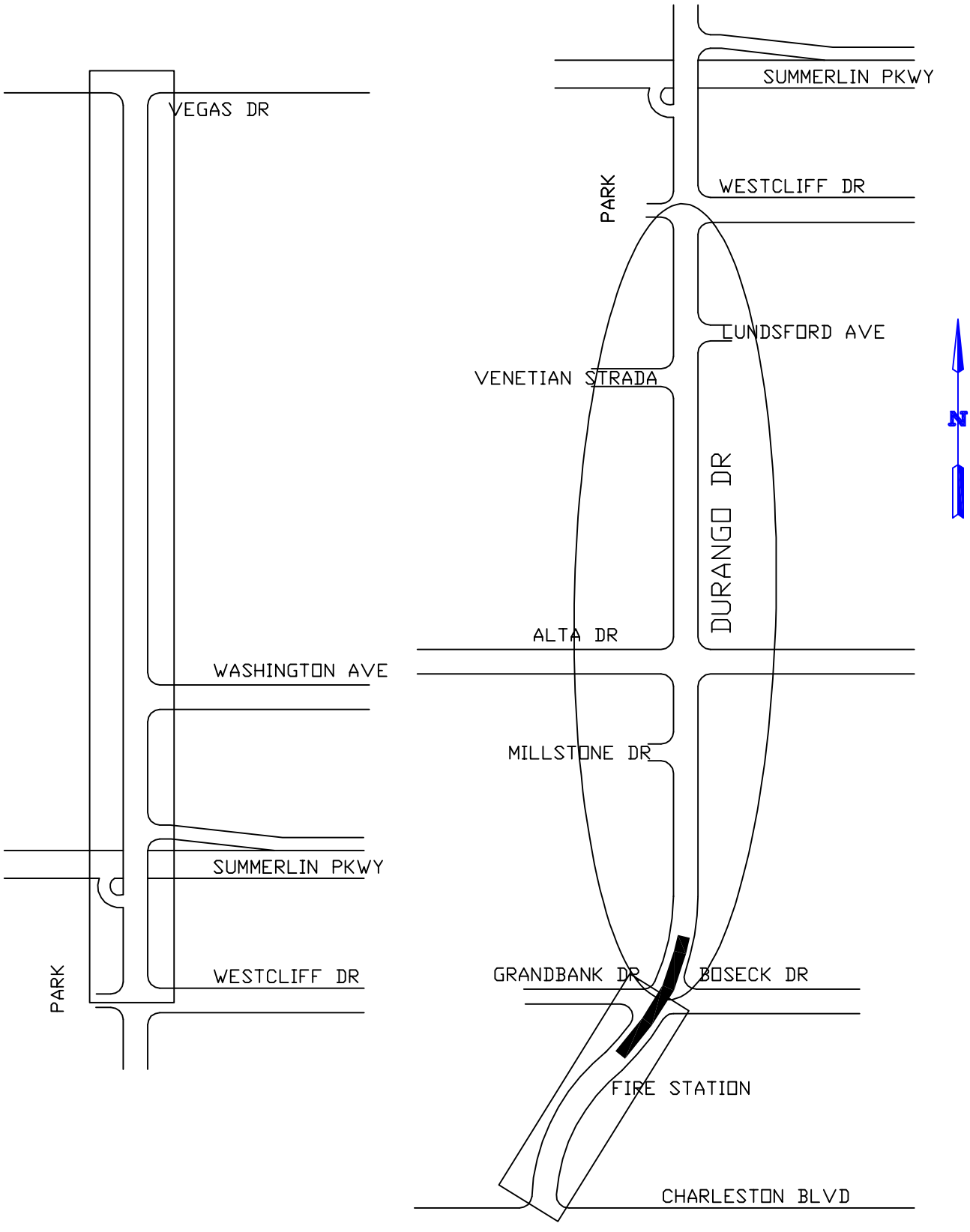
Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO
Durango Drive	Charleston Blvd.	Vegas Drive

_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



PROPOSED SPEED LIMIT CHANGE TO 35 MPH

EXISTING 35 MPH

EXISTING 40 MPH

EXISTING SCHOOL CROSSING

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Report for possible action regarding development projects currently under contract or negotiation, other projects, and to provide an overview of programs and initiatives - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
To update the Las Vegas City Council on projects currently under contract or in negotiation with owners, developers and consultants; to present development projects proposed or under construction within or near the Redevelopment area; to provide an overview of programs and initiatives; and to receive input from the City Council on the status of projects, programs and initiatives as warranted.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
ABEYANCE ITEM - Discussion for possible action regarding a one year review of a Temporary Tavern Limited License, Las Palmas Entertainment, Inc., dba Azul Tequila Night Club, 115 North 7th Street, Francisco Lara, Pres, Secy, Treas, Dir, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding a one year review of a Temporary Tavern Limited License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting. The current conditions on the license are as follows:

1. The license is approved only for the service to patrons 21 and over.
2. Any temporary events that would allow patrons under the age of 21 must be approved by Business Services.
3. The licensee is required to notify Business Services in writing within 48 hours of any incidents where Metro is required to respond.
4. Pending final City Council review.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
RESOLUTIONS:

R-39-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) concerning an Interlocal Agreement between the City of Las Vegas and the City of Las Vegas Redevelopment Agency (RDA) for the RDA to provide funding for the reopening of F Street at I-15 ($2,500,000 - RDA Special Revenue Fund) - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 (RA-6-2011)]

Fiscal Impact

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

Amount: $2,500,000
Funding Source: RDA Special Revenue Fund
Dept./Division: Economic and Urban Development/RDA

PURPOSE/BACKGROUND:
Pursuant to Section 32, Subsection 2 of the Nevada Assembly Bill 304 of the 2009 Nevada Legislature, the state has required the City of Las Vegas to contract for the design of the project to reopen F Street using $2,500,000 in funds from the Redevelopment Agency. This Resolution authorizes transfer of the Redevelopment Agency funds to the City of Las Vegas for this purpose.

RECOMMENDATION:
Staff recommends approval of this Resolution and to authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
Resolution No. R-39-2011

RESOLUTION NO._____

RESOLUTION CONSENTING TO THE UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY REGARDING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE CITY OF LAS VEGAS TO PROVIDE FUNDING FOR THE REOPENING OF F STREET

WHEREAS, the City of Las Vegas Redevelopment Agency (the "RDA") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, NRS 277.180 provides 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, NRS 279.486 provides that an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the construction of any building, facility, structure or other improvement and installation of any improvement which is publicly or privately owned and located within or without the redevelopment area; and

WHEREAS, the City intends to reopen F Street (herein the "Project") pursuant to Assembly Bill 304 (2009), which is an act relating to development making various changes pertaining to the preservation of historic neighborhoods; revising certain provisions concerning the Southern Nevada Enterprise Community; requiring the City of Las Vegas and the Nevada Department of Transportation to cooperate to reopen a certain street; and providing other matters properly relating thereto; and

WHEREAS, A.B.304 Section 32.2 requires the City of Las Vegas to contract to design the construction of the Project to reopen F Street up to a maximum of $2.5 million, using funds from the RDA for this purpose and the Nevada Department of Transportation to assist in funding any portion of the design cost exceeding $2.5 million; and

WHEREAS, under existing law, certain plans and zoning regulations must incorporate the consideration of certain policies, including the protection of existing neighborhoods and communities. (NRS 268.190, 278.02528, 278.0274, 278.150, 278.160, 278.170, 278.250); and

WHEREAS, the Project is located on F Street at I-15 and will encompass surface streets generally between Washington Avenue on the north, Bonanza Avenue on the south and D Street on the east. F Street will generally be the west limit. The Project will focus on reestablishing the through access of F Street under I-15; and

WHEREAS, the RDA is able to provide funds to the City to initiate the design of construction for the reopening of F Street, subject to the terms of an Interlocal Agreement, the form of which is attached hereto as Exhibit "A"; and

WHEREAS, the City is willing to accept such funding to reopen F Street on the terms and conditions set forth in the Interlocal Agreement, and pursuant to the amended Las Vegas 2020 Master Plan;

WHEREAS, the RDA has determined that the infrastructure improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located because the City's development is likely (1) to encourage the creation of new business or other appropriate development; (2) increase levels of human activity in the area around the Project; and (3) demonstrate greater social benefits to the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the Project is of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those improvements for the Project; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the RDA and the City in connection with the Interlocal Agreement for funding the development of the Project; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby approves the Interlocal Agreement attached as Exhibit "A" and authorizes the Mayor and City Clerk to execute the same and any documents related thereto.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

J. Pandullo 8/17/11
Date

EXHIBIT "A"
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY TO PROVIDE FUNDING
FOR THE REOPENING OF F STREET PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada ("City") and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada ("RDA"). The City and RDA are individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City intends to reopen F Street (herein the "Project") pursuant to Assembly Bill (A.B.) 304 (2009), which is an act relating to development making various changes pertaining to the preservation of historic neighborhoods; revising certain provisions concerning the Southern Nevada Enterprise Community; requiring the City of Las Vegas and the Nevada Department of Transportation to cooperate to reopen a certain street; and providing other matters properly relating thereto; and

WHEREAS, A.B.304 Section 32.2 requires the City of Las Vegas to contract to design the construction of the project to reopen F Street up to a maximum of $2.5 million, using funds from the RDA for this purpose and the Nevada Department of Transportation to assist in funding any portion of the design cost exceeding $2.5 million; and

WHEREAS, under existing law, certain plans and zoning regulations must incorporate the consideration of certain policies, including the protection of existing neighborhoods and communities (NRS 268.190, 278.02528, 278.0274, 278.150, 278.160, 278.170, 278.250); and

WHEREAS, the RDA adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (collectively 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; 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 area; and

WHEREAS, NRS 277.180 provides 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 RDA has determined that it is in the best interests of the community and the mission of the RDA to provide funding for the reopening of F street for the general benefit of the community; and

WHEREAS, the RDA is able to provide funds to the City to initiate the design for construction for the reopening of F street, subject to the terms of this Interlocal Agreement; and

WHEREAS, the City is willing to accept such funding for the reopening of F Street on the terms and conditions set forth in this Interlocal Agreement, and pursuant to the Las Vegas 2020 Master Plan as amended.

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

1. The Project is located on F Street at I-15 and will encompass surface streets generally between Washington Avenue on the north, Bonanza Avenue on the south and D Street on the east. F Street will generally be the west limit. The Project will focus on reestablishing the through access of F Street under I-15.

2. The RDA shall provide the City with a contribution of Two Million and Five Hundred Thousand Dollars ($2,500,000) ("RDA Contribution Funds") to be utilized by the City for the Project. The RDA shall provide the RDA Contribution Funds to the City, provided that the City complies with the requirements of this Interlocal Agreement. The RDA shall not provide any additional funding for the Project other than the RDA Contribution Funds provided herein. The RDA funding shall be treated as a loan, advancement of money or indebtedness for purposes of NRS 279.676(1)(b).

3. The RDA's obligation to pay the funding shall be subordinate to all existing and future indebtedness and other financial obligations of the RDA 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".) The RDA hereby pledges to the payment of the obligations of this Interlocal Agreement the non-housing portion of

the taxes it receives pursuant to NRS 279.676 (b) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

4. The RDA Contribution Funds provided herein shall be available to be disbursed to the City for a period of five (5) years from the date of this Interlocal Agreement ("Effective Date") unless, upon request by the City, the term is extended by the RDA Governing Board. Except for any provisions which survive the expiration or termination of this Interlocal Agreement or any extensions of the term, this Interlocal Agreement shall terminate upon the satisfactory completion of the Project to be funded by the RDA Contribution Funds or the fifth anniversary date from the Effective Date, whichever occurs first.

5. 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.

6. If either Party fails to make any payment due hereunder within the time 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.

7. 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.

8. 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.

9. 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.

10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

11. 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.

12. 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.

13. 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.

14. 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

A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the RDA at the above addresses.

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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

By: _____
Carolyn G. Goodman, Chairman

ATTEST:

_____
Beverly K. Bridges, MMC, Secretary

APPROVED AS TO FORM:

_____
Date

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____
Date

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
RESOLUTIONS:

R-40-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and IKE Gaming, Inc., (Owner and CVIP Participant) located at 600 Fremont Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 6 (RA-7-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting IKE Gaming, Inc., (CVIP Participant), with the cost of exterior improvements to the property located at 600 Fremont Street (APN 139-34-612-004). Approval will adopt findings that the CVIP is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-40-2011
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND IKE GAMING, INC. ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-612-004

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, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, IKE GAMING, INC. (the "PARTICIPANT") is the owner of real property and improvements located at 600 FREMONT STREET, and which parcel is commonly known as APN 139-34-612-004 (the "Site"); and

WHEREAS, IKE GAMING, INC. (the "PARTICIPANT") is the owner of the real property located at 600 FREMONT STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to IKE GAMING, INC. for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and IKE GAMING, INC. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $25,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of twenty-five thousand dollars **($25,000.00)** for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2011 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____ ESQ
Counsel to the Agency Date 8-30-11

Michael Vatchos
Print Name

IKE GAMING, INC.

By: _____
IRVING K. EPSTEIN
Its: CEO

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

BOOK 420

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 35, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North 63°33' West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 62°15' West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North 27°45' East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 26°27' East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1911 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South 63°33' East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South 26°27' West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

NO. 338499
RECORDED AT THE REQUEST OF
Bank of Nevada
FEB 7 4 43 PM 63
OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HOLDEN, RECORDER
FEE $ 3.00 Lee, DEPUTY

INDEXED M. A.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

BK420 [illegible]

AN L.S.T.

Proof of Ownership

GRANT, BARGAIN, SALE DEED

THIS INDENTURE CONSISTS: J. K. Houssels, Sr.

in consideration of $ -- 10.00 -- the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to John D. Gaughan

all that real property situate in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows:

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)

ORIGINAL IN SAFE

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand this 1st day of January, 1963

J. K. Houssels, Sr.

ESCROW NO. 25-641

WHEN RECORDED MAIL TO: Bank of Nevada, Trust Dept, P. O. Box 1720, Las Vegas, Nevada

STATE OF
County of Clark } ss.

On this 1st day of January, 1963

personally appeared before me, a Notary Public in and for said County and State, J. K. Houssels, Sr.

SEAL

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 voluntarily and for the uses and purposes therein mentioned.

Notary Public in and for said County and State.

My Commission expires April 19 1966

[illegible] 8508 [illegible] 180[illegible]

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: The Hotel Cortez Co. (who acquired title to a portion of of the premises hereinafter described as Hotel Cortez Company, Inc.)

in consideration of $ 10.00 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Exber Inc., a Nevada Corporation

all that real property situate in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows:

as per Exhibit "A" attached hereto and made apart hereof

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand this 25th day of April 1972

HOTEL CORTEZ CO.

By John D. Gaughan President

STATE OF NEVADA
COUNTY OF Clark } ss

On April 25, 1972
personally appeared before me, a Notary Public,
John D. Gaughan

who acknowledged that he executed the above instrument.

Signature [signature]
(Notary Public)

(Notarial Seal)

ALBERT GEO. DATTGS
Notary Public State of Nevada
COUNTY OF CLARK
My Commission Expires April 21, 1974

ESCROW NO. / ORDER NO. / RECORDER'S INSTRUMENT NO.
WHEN RECORDED MAIL TO: Exber Inc. P.O. Box 680
~~Mills & Freeman Inc.~~ Las Vegas, Nevada
ATT: JOHN D. GAUGHAN 89101

PARCEL 1

A portion of Lots Seventeen (17) and Seventy-two (72) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 80, and a portion of Lot Six (6) in Block Three (3) of Buck's subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada, more particularly described as follows:

COMMENCING at the Southeast corner of Lot 6 in Block 3 of said Buck's Subdivision, thence North 62°15' West along the South line of said Lot 6 and along the South line of Lot 17 in Block 7 of said Hawkins Addition, a distance of 75 feet to the Southwest corner of the parcel of land conveyed by Earl M. Dibbs and wife, to the American Baptist Home Mission Society by Deed dated and recorded May 28, 1923, in Book 9 of Deeds, page 284, Clark County, Nevada records, being the true point of beginning; thence North 27°45' East along the West line of the parcel of land so conveyed to the American Baptist Home Mission Society, a distance of 67.47 feet to a point on the boundary of said Buck's subdivision and said Hawkins Addition thence continuing along the West line of the parcel so conveyed to the American Baptist Home Mission Society North 38°27' East, a distance of 64.24 feet to a point on the south line of the parcel of land conveyed by Phillip Buck and Lucy Buck, his wife, to Peter Bird, by Deed dated April 15, 1914 and recorded May 27, 1921, in Book 7 of Deeds, page 307, Clark County, Nevada records, thence North 61°15' West along the South line of the parcel of land so conveyed to said Peter Bird a distance of 32.85 feet to a point on the West line of said Buck's Subdivision; thence North 0°09' West along the West line of said Buck's Subdivision a distance of 22.60 feet to the Northwest corner of said Lot 6 in Block 3 of Buck's subdivision, said point being the Northeast corner of Lot 17 in Block 7 of said Hawkins Addition, thence North 62°15' West along the North line of said Lot 17 a distance of 20.11 feet to the Northwest corner of said Lot 17, thence South 27°15' West along the West line of said Lot 17 a distance of 20 feet to the Northeast corner of Lot 16 in Block 7 of said Hawkins Addition thence North 62°15' West along the North line of said Lot 16 a distance of 81 feet to the Northwest corner of the parcel of land conveyed by Colorado River Exploration Co., Ltd., a corporation, to Marion B. Hicks, Trustee, by deed dated May 16, 1940 and recorded May 23, 1940, in Book 27 of Deeds, at page 16, Clark County, Nevada records; thence South 27°45' West along the West line of the parcel of land so conveyed to said Marion B. Hicks, Trustee, a distance of 150 feet to a point in the South line of said Lot 16 thence South 62°15' East along the South line of Lots 16 and 17, in Block 7 of said Hawkins Addition, a distance of 73.86 feet more or less, to the true point of beginning.

All of Lots 9, 9, 10, 11, 12, 13, 14, 15 and the West 25 feet of Lot 16, in Block 7 of Hawkins Addition as per plat thereof on file in Book of Plats, page 80, Clark County, Nevada records.

Parcel 2: Beginning at a point (1) on Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder of Clark County, Nevada

Together with the appurtenances as created by Easement of the above described premises

Parcel 3: All of Lot 6, the South 61.22 feet of the West 37.75 feet of Lot Six (6), in Block Three (3) of aforesaid Buck's Subdivision and Irregular Lots One (1) to Seven (7), inclusive in aforesaid Block of Buck's Subdivision

Together with any portion of Vacated 8 foot Alley

SUBJECT MAP

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North 63°33' West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 62°15' West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North 27°45' East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 26°27' East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buel by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South 63°33' East along the South line of the parcel of land so conveyed to said Peter Buel a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South 26°27' West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

NO 338499
RECORDED AT THE REQUEST OF
Bank of Nevada
FEB 7 4 43 PM 63
OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
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EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-612-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IKE GAMING INC. ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, _____.

IKE GAMING, INC.

By:_____
IRVING K. EPSTEIN

Its: CEO (Title)
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by IRVING K. EPSTEIN as CEO.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

BK420 338499

Legal Description of Property

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North 63°33' West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 62°15' West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North 27°45' East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 26°27' East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South 63°33' East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South 26°27' West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

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CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
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EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-612-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between IKE GAMING, INC., hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 600 EAST FREMONT, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-612-004; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: IRVING K. EPSTEIN, CEO
IKE Gaming, Inc.
600 Fremont Street, 2nd Floor
Las Vegas, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the

Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .
. . .
. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: IRVING K. EPSTEIN
Title: CEO

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by IRVING K. EPSTEIN as CEO.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BOOK 420 338499

Legal Description of Property

SCHEDULE "A"

A portion of Lot Six (6) in Block Three (3) of Buck's Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 15, in the Office of the County Recorder of Clark County, Nevada; and a portion of Lot Seventeen (17) in Block Seven (7) of Hawkins Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, page 40, in the Office of the County Recorder of Clark County, Nevada, described as a whole as follows:

COMMENCING at the Southeast Corner of Lot 6 in Block 3 of said Buck's Subdivision; thence North 63°33' West along the South line of said Lot 6 a distance of 39 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 62°15' West along the South line of Lot 17 in Block 7 of Hawkins Addition a distance of 36 feet to the Southeast corner of the parcel of land conveyed by Earl M. Dobbs and Mildred Dobbs, husband and wife, to First State Bank of Las Vegas, Nevada, Inc., by deed dated February 15, 1924 and recorded February 18, 1924 in Book 10 of Deeds at page 82 in the Office of the County Recorder of Clark County, Nevada; thence North 27°45' East along the East line of the parcel of land as conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 67.97 feet to the boundary of Buck's Subdivision and Hawkins Addition; thence North 26°27' East along the East line of the parcel of land so conveyed to said First State Bank of Las Vegas, Nevada, Inc., a distance of 61.23 feet to a point on the South line of the parcel of land conveyed by Philip Buck and Lucy K. Buck to Peter Buol by deed dated April 15, 1914 and recorded May 27, 1921 in Book 7 of Deeds, page 407; thence South 63°33' East along the South line of the parcel of land so conveyed to said Peter Buol a distance of 73.46 feet to a point on the East line of Lot 6 in Block 3 of said Buck's Subdivision; thence South 26°27' West along the East line of said Lot 6 a distance of 130 feet to the point of beginning.

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FEB 7 4 43 PM 63
OFFICIAL RECORDS BOOK NO. 420
CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
FEE $ 2.50 Per gp. DEPUTY

INDEXED M. A.

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EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west Sixth Street right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. **Painting**
2. **Installation of Shutters and Planters**
3. **Minor repairs to buildings**

TOTAL ESTIMATED PROJECT COSTS	**$341,086.00**
Estimated CVIP Grant	$25,000

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 days, depending on contractor's work schedule/work load.

Attachment 6

Please Print Legibly

VIP Disclosure of Ownership/Principals (Real Property)

VIP Contracting Entity Information

Name IKE Gaming, Inc. f/k/a Exber, Inc.

Mailing Address 107 North Sixth - Third Floor

Business Phone 702-474-3613

Tax ID or Social Security Number 88-0090782

Ownership Interest

Estate in Severalty_____ Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Irving K. Epstein Chief Executive Officer	600 East Fremont, Las Vegas, NV 89101	702-385-5200
Ike L. Epstein President	600 East Fremont, Las Vegas, NV 89101	702-385-5200
Dana Epstein Hofflander Shareholder only	600 East Fremont, Las Vegas, NV 89101	702-385-5200
Michael J. Nolan Chief Operating Officer	600 East Fremont, Las Vegas, NV 89101	702-385-5200
Alan J. Woody Chief Financial Officer	107 North Sixth - 3rd Floor, Las Vegas, NV 89101	702-474-3613
Alexandra K. Epstein Executive Manager	600 East Fremont, Las Vegas, NV 89101	702-385-5200
Katie Epstein Shareholder only	600 East Fremont, Las Vegas, NV 89101	702-385-5200
Lonnie Zarowitz Shareholder only	7621 Belmundo Lane, Las Vegas, NV 89128	702-228-1430

Additional Ownership/Principals

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*: 0

Alternative Disclosure of Ownership/Principals

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document N/A

Date of Attached Document N/A

Number of pages -

Certificate of Disclosure of Ownership/Principal – Real Property

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

Signature Jeffrey Epstein

Date 08/24/2011

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 24, 2011 (date) by Irving K. Epstein (name of person).

Notary Public: Alan Woody

ALAN J. WOODY
Notary Public State of Nevada
No. 94-2347-1
My appt. exp. September 10, 2014

ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, Irving K. Epstein, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the IKE Gaming, Inc., a company duly organized in the State of Nevada as a Corporation, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 600 East Fremont ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on 9/21/11.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☒
   d. The exterior improvements to the property or business do not have a direct affect on revenues, therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. IE (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. IE (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. IE (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. IE (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 24th day of August, 2011.

Authorized Signature: Irving Kenneth Epstein

SIGNED AND SWORN TO before me this 24th day of August, 2011, by Irving K. Epstein.

NOTARY PUBLIC Alan J. Woody

My Commission Expires:

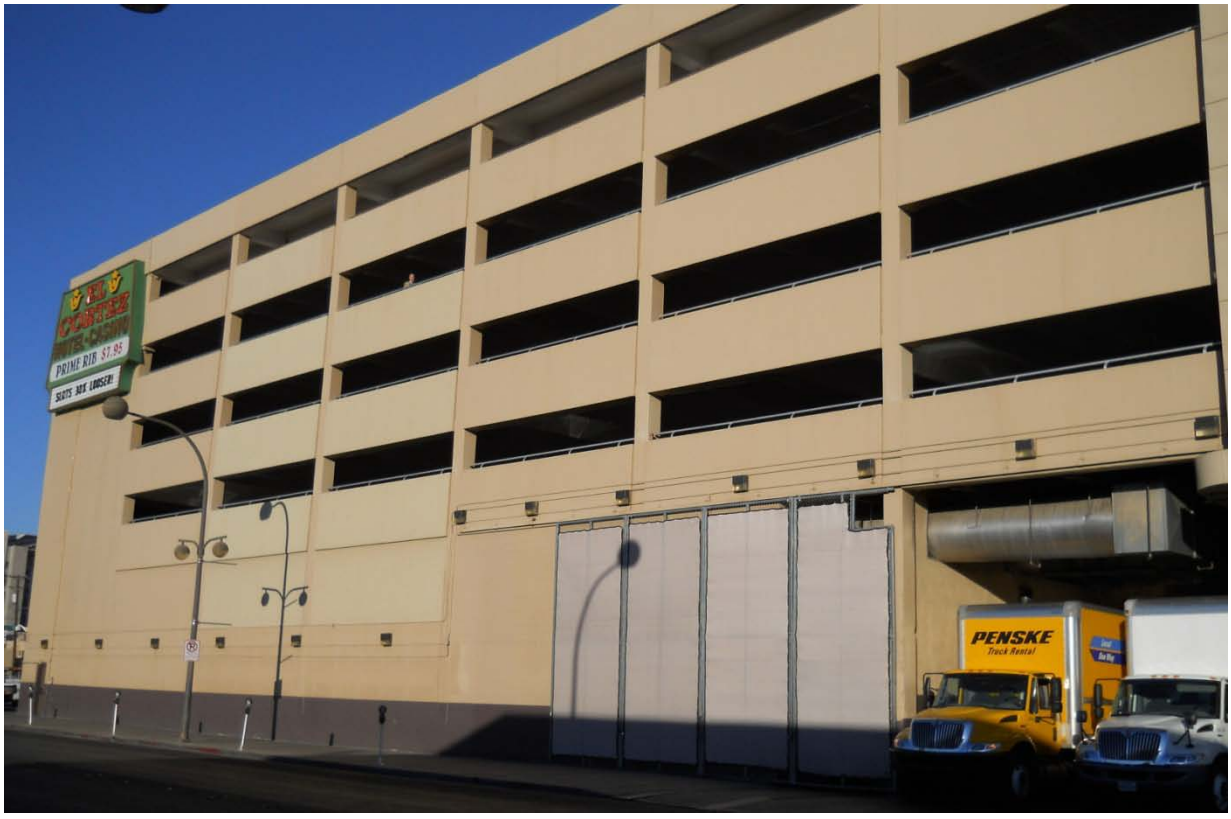
ALAN J. WOODY
Notary Public State of Nevada
No. 94-2347-1
My appt. exp. September 10, 2014

Before Photos and After Rendering

(IKE Gaming, Inc. – 600 Fremont Street – El Cortez)

Before Photos and After Rendering

(IKE Gaming, Inc. – 600 Fremont Street – El Cortez)



Before Photos and After Rendering

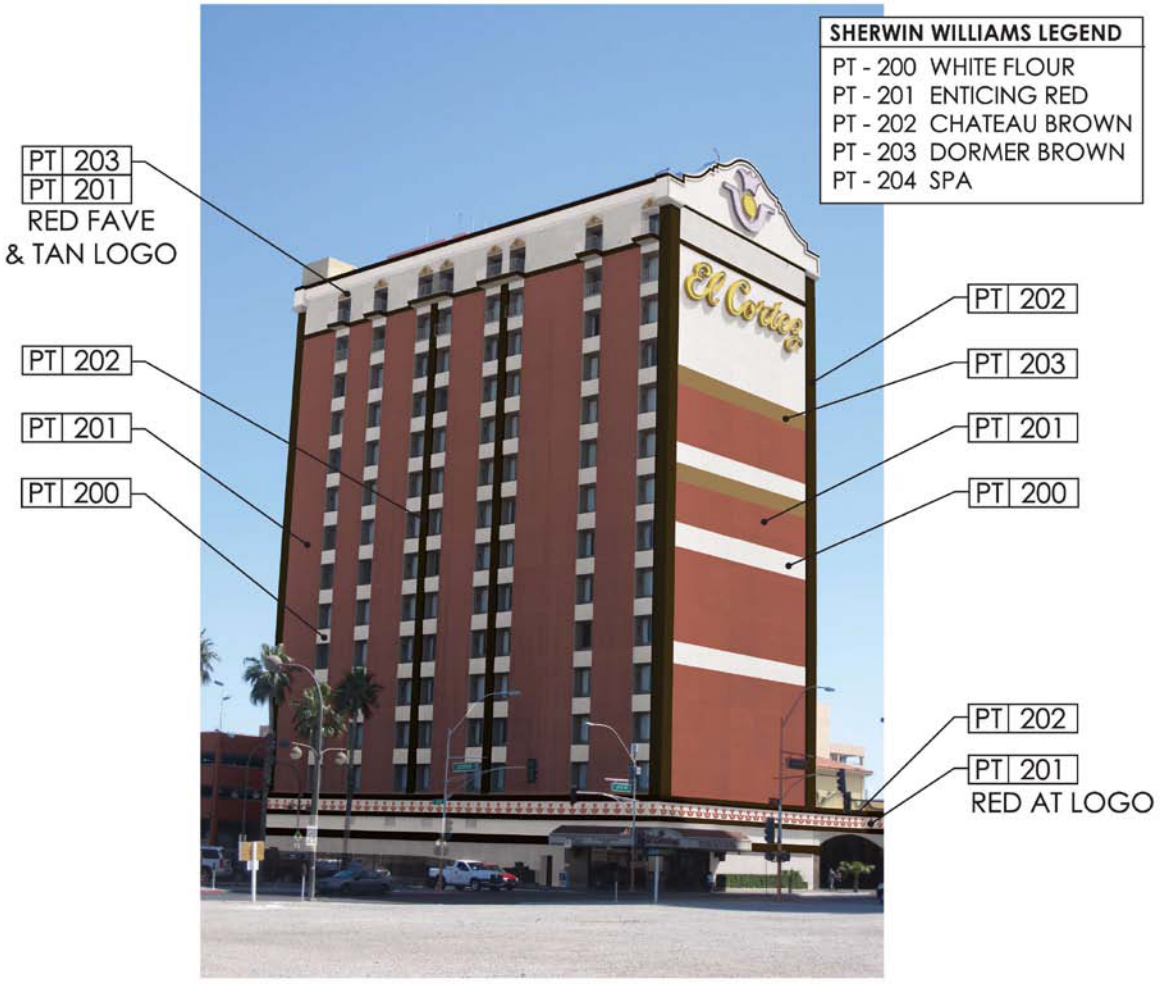
(IKE Gaming, Inc. – 600 Fremont Street – El Cortez)

Before Photos and After Rendering

(IKE Gaming, Inc. – 600 Fremont Street – El Cortez)

Before Photos and After Rendering

(IKE Gaming, Inc. – 600 Fremont Street – El Cortez)



View of Hotel Tower

Before Photos and After Rendering

(IKE Gaming, Inc. – 600 Fremont Street – El Cortez)

468B001

View from 6th & Ogden

UG. 8, 2011 JOB # 468B001

View from 6th & Ogden

SITE MAP
(IKE GAMING, INC. – 600 FREMONT STREET)

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
RESOLUTIONS:

R-41-2011 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program Agreement (CVIP) between the RDA and Raymond Pistol (Owner) and Hostel Cat, Inc., (Tenant and CVIP Participant) located at 1236 South Las Vegas Boulevard, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 7 (RA-8-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Hostel Cat, Inc., (CVIP Participant) with the cost of neon signage, as required by the Las Vegas Scenic By-Way Overlay District, located at 1236 South Las Vegas Boulevard (APN 162-03-112-012). Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-41-2011
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND RAYMOND PISTOL ("OWNER") AND HOSTEL CAT, INC. ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-112-012

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, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, RAYMOND PISTOL (the "OWNER") the owner of real property and improvements located at 1236 SOUTH LAS VEGAS BOULEVARD, and which parcel is commonly known as APN 162-03-112-012 (the "Site"); and

WHEREAS, HOSTEL CAT, INC. (the "CVIP PARTICIPANT") is a tenant of the real property located at 1236 SOUTH LAS VEGAS BOULEVARD and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to HOSTEL CAT, INC. for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "Tenant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____ ESQ
Date
8-30-4

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and RAYMOND PISTOL ("Owner") and HOSTEL CAT, INC., ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **$5,000.00**, and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of five thousand dollars **($5,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency

shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2011 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

8-30-11

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

OWNER – RAYMOND PISTOL

By: _____
RAYMOND PISTOL

Its: OWNER

TENANT – HOSTEL CAT, INC.

By: _____
CHANDLER STEWART

Its: OWNER

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT "N" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THAT PORTION OF THE AFORESAID LOT DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHEAST (SE) CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 113 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT TO A POINT IN THE WEST LINE OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHEAST (SE) CORNER THEREOF AND THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE NORTHERLY 6.5 FEET OF THE EASTERLY 170 FEET AS MEASURED ALONG THE SOUTH LINE OF LOT SEVEN (7) IN REPLAT OF LOT "L" OF PARK PLACE ADDITION.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

Raymond Pistol (Lessor)

and

Chandler Stewart (Lessee)

is on file with the City of Las Vegas - Office of Business Development

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west South Las Vegas Boulevard Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 162-03-112-012

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RAYMOND PISTOL ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, _____.

OWNER

RAYMOND PISTOL

By:_____
RAYMOND PISTOL
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2011 by RAYMOND PISTOL as OWNER ENTERPRISES

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT "N" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THAT PORTION OF THE AFORESAID LOT DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHEAST (SE) CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 113 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT TO A POINT IN THE WEST LINE OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHEAST (SE) CORNER THEREOF AND THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE NORTHERLY 6.5 FEET OF THE EASTERLY 170 FEET AS MEASURED ALONG THE SOUTH LINE OF LOT SEVEN (7) IN REPLAT OF LOT "L" OF PARK PLACE ADDITION.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west South Las Vegas Boulevard right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $5,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$5,000.00
Anytime during second year:	$4,000.00
Anytime during third year:	$3,000.00
Anytime during fourth year:	$2,000.00
Anytime during fifth year:	$1,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-03-112-012

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between RAYMOND PISTOL hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1236 SOUTH LAS VEGAS BOULEVARD, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.162-03-112-012; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and the westerly and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

   In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: RAYMOND PISTOL
631 SOUTH LAS VEGAS BOULEVARD
LAS VEGAS, NV 89101

TENANT: CHANDLER STEWART
HOSTEL CAT, INC.
1236 SOUTH LAS VEGAS BOULEVARD
LAS VEGAS, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this

agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: RAYMOND PISTOL
Title: OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2011 by RAYMOND PISTOL as OWNER.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

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FURTHER EXCEPTING THEREFROM THE NORTHERLY 6.5 FEET OF THE EASTERLY 170 FEET AS MEASURED ALONG THE SOUTH LINE OF LOT SEVEN (7) IN REPLAT OF LOT "L" OF PARK PLACE ADDITION.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the west South Las Vegas Boulevard right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. Manufacture & install neon and electrical signage		**$10,915.00**
	TOTAL ESTIMATED PROJECT COSTS	**$10,915.00**
Estimated CVIP Grant		$5,000.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 days, depending on contractor's work schedule/work load.

RP

Attachment 6 - A

Please Print Legibly

VIP Disclosure of Ownership/Principals (Real Property)

VIP Contracting Entity Information

Name Video Treasures

Mailing Address 1238 LV Blvd LV, NV 89104

Business Phone 202 453-7938

Tax ID or Social Security Number 84-083-7205

Ownership Interest

Estate in Severalty X Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Pistol, Pres	1238 LV Blvd	202-453-7938

Additional Ownership/Principals

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*:_____

Please Print Legibly

Alternative Disclosure of Ownership/Principals

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

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

Signature _____

Date 8-24-11

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 23, 2011 (date) by Raymond Pistal (name of person).

Notary Public: Patricia Sanchez-Coneal

PATRICIA SANCHEZ-CONEAL
Notary Public-State of Nevada
APPT. NO. 10-2351-1
My App. Expires June 04, 2014

HC

Attachment 6 - ~~A~~ B

Please Print Legibly

VIP Disclosure of Ownership/Principals (Business)

VIP Contracting Entity Information

Name Chandler Stewart / Hostel Cat Inc

Mailing Address 1236 S. Las Vegas Blvd, Las Vegas NV 89104

Business Phone 702-884-3731

Tax ID or Social Security Number 90-0587548

Type of Business

Sole Proprietor ____ Partnership ____ Limited Liability Company ____ Corporation X

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Chandler Stewart / Owner / President	1236 S. Las Vegas Blvd Las Vegas NV 89104	702-884-3731

Additional Ownership/Principals

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:*_____

Please Print Legibly

Alternative Disclosure of Ownership/Principals

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Business

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

Signature _____

Date 8/17/11

State of Nevada }
County of Clark }

PATRICIA SANCHEZ-CONEAL
Notary Public-State of Nevada
APPT. NO. 10-2351-1
My App. Expires June 04, 2014

This instrument was acknowledged before me on August 18, 2011 (date) by Chandler Stewart (name of person).

Notary Public: Patricia Sanchez-Coneal

ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF NV }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, Chandler Stewart, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Hostel Cat, a company duly organized in the State of Nevada as a S. Corp (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1226 S. Las Vegas Blvd (Las Vegas, NV 89104) ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on 9/21/11 or 10/5/11.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☒
   d. The exterior improvements to the property or business do not have a direct affect on revenues, therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. CSS (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. CSS (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. CSS (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. CSS (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 17th day of August, 2011.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 17 day of August, 2011, by Chandler Stewart

NOTARY PUBLIC

My Commission Expires: June 4, 2014

State of Nevada
County of Clark

PATRICIA SANCHEZ-CONEAL
Notary Public-State of Nevada
APPT. NO. 10-2351-1
My App. Expires June 04, 2014

Patricia Sanchez-Coneal

ATTACHMENT 8

VIP Real Property Owner Consent

STATE OF Nevada }
} ss:
COUNTY OF Clark }

I, [signature], owner and/or authorized representative of APN# 162-03-112-012 also commonly known as 1236 S. Las Vegas Blvd. hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by Hostel Cat, Inc., the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of (5) five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the (5) five year period.

DATED this 23 day of August, 2011.

Authorized Representative: [signature]

SIGNED AND SWORN TO before me this 23 day of August, 2011, by Patricia Sanchez-Coneal

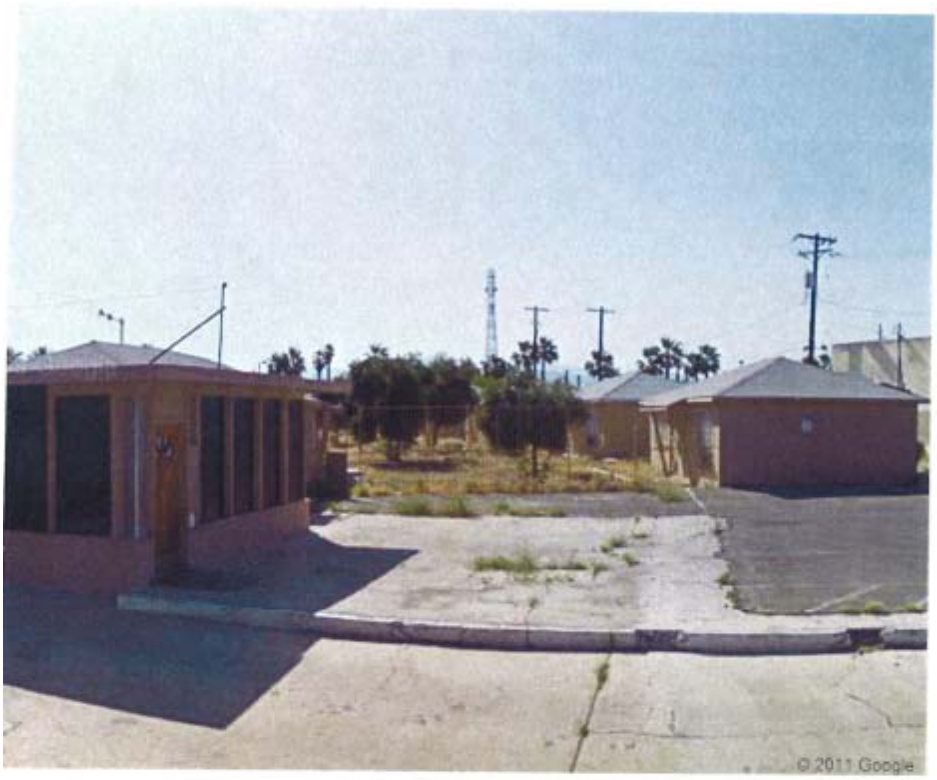
NOTARY PUBLIC
My Commission Expires:
6/4/2014

PATRICIA SANCHEZ-CONEAL
Notary Public-State of Nevada
APPT. NO. 10-2351-1
My App. Expires June 04, 2014

RP

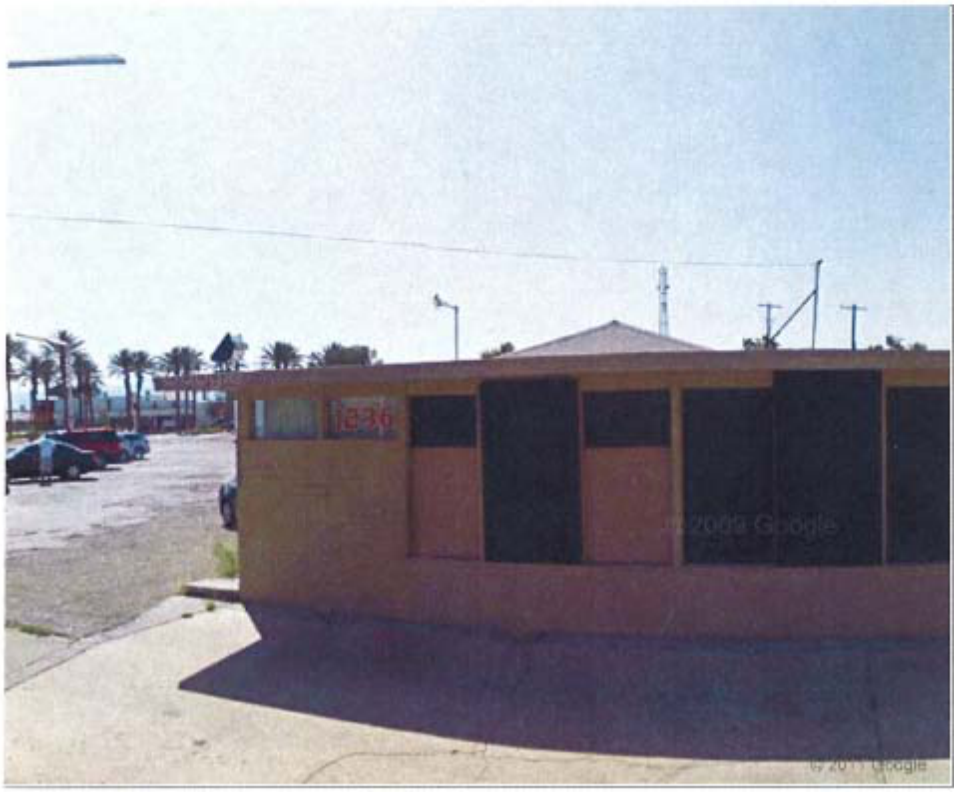
Before Pictures and After Rendering

(Hostel Cat, Inc. – 1236 South Las Vegas Blvd.)



Before Pictures and After Rendering

(Hostel Cat, Inc. – 1236 South Las Vegas Blvd.)



Before Pictures and After Rendering

(Hostel Cat, Inc. – 1236 South Las Vegas Blvd.)

Before Pictures and After Rendering

(Hostel Cat, Inc. – 1236 South Las Vegas Blvd.)

Before Pictures and After Rendering

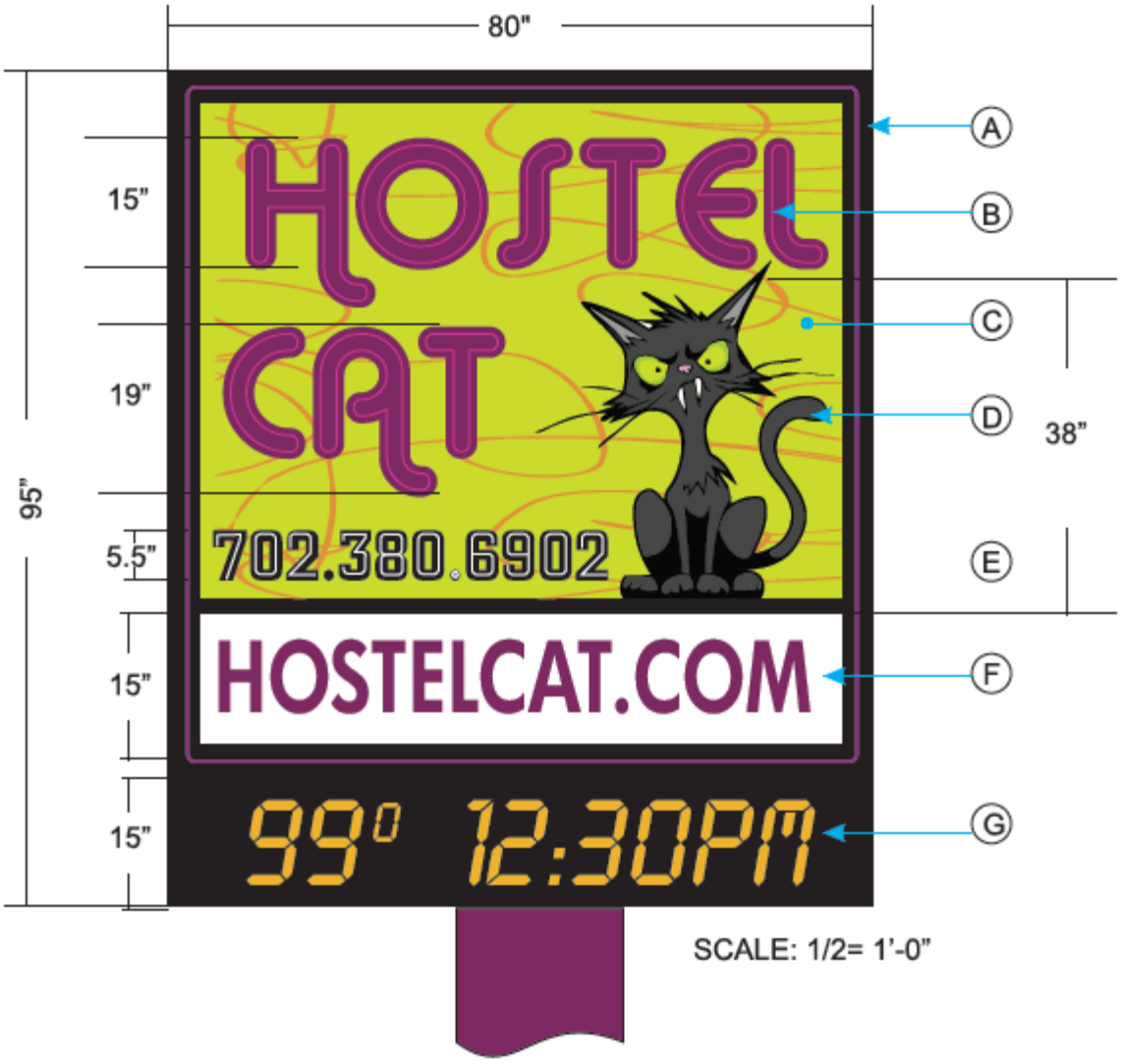
(Hostel Cat, Inc. – 1236 South Las Vegas Blvd.)

DOUBLE FACE ILLUMINATED PYLON CABINET

SCALE: 3/32" = 1'-0"

Before Pictures and After Rendering

(Hostel Cat, Inc. – 1236 South Las Vegas Blvd.)



A) U-CHANNEL BORDER WITH EXPOSED NEON

B) OPEN FACE CHANNEL LETTERS W/ DOUBLE STROKE EXPOSED NEON

C) METAL FACE CABINET WITH PAINTED BACKGROUND

D) CAT: PAINTED CAT LOGO WITH EXPOSED CONTOUR NEON

E) PHONE NUMBER: EXPOSED NEON (SINGLE STROKE / WHITE

F) ILLUMINATED CABINET / TRANSLUCENT VINYL COPY

G) DIGITAL MATRIX READER BOARD 15" X 80"

SITE MAP
(HOSTEL CAT, INC. – 1236 S. LAS VEGAS BLVD.)

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM – For Possible Action - SENIOR CITIZENS ADVISORY BOARD - Fran Drewrey - Term Expiration 6-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
Each of the six members of Council has one coterminous appointment with the appointee residing in the respective member of Council Ward; the Mayor has two coterminous appointments with members residing in two different Wards. Members may serve for an uninterrupted period not longer than eight years (two terms). No member may serve concurrently on any other board or commission established by resolution or ordinance, other than one which may be established on a temporary basis. Ms. Drewrey was appointed 9-5-2007 by Councilman Reese and is eligible for reappointment. This item was held in Abeyance from the September 7, 2011 City Council meeting.

RECOMMENDATION:
Procedure for this Board is a recommendation by the appropriate member of Council with the approval of Council. Options are:
Councilman Coffin to reappoint Ms. Drewrey OR appoint a new member

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Board Interest Forms from Sanje Sedera and Megan Heryet

3-29-2011

SENIOR CITIZENS' ADVISORY BOARD

	MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1.	MORAN, LANCE **(Goodman's recommendation)** (Filled unexpired term of Al Gallego) **(*Originally Ward 4 Resident. Changed to Ward 2 by Ord. 5843 adopted 8-2-2006)**	2025 Summer Cove Ct. #101 **(Ward 2 Resident)**	89134	2-02-2005 **(Reappt. 9-5-2007)**	6-2011
2.	GOLDSTEIN, ROBERT **(Goodman's recommendation)**	4650 N. Rainbow, #1036 **(Ward 6 Resident)**	89108	9-17-2007	6-2011
3.	BROWN, PATTI **(Tarkanian's recommendation)** (Fills unexpired term of Pauline Kennedy)	900 So. Brush, #424 **(Ward 1 Resident)**	89107	8-20-2008	6-2011
4.	EVANS, BETTY **(Wolfson's recommendation)**	829 Majestic Oak Street **(Ward 2 Resident)**	89145	4-6-2006 **(Reappt. 6-17-2009)**	6-2013
5.	DREWREY, FRAN **(Reese's recommendation)**	3901 Stewart Avenue, #68 **(Ward 3 Resident)**	89110	9-05-2007	6-2011
6.	HENKIN, MEL **(Anthony's recommendation)**	7909 Ben Hogan Drive **(Ward 4 Resident)**	89149	8-5-2009	6-2013
7.	ZORN, JEAN **(Barlow's recommendation)**	1028 North 1st Street **(Ward 5 Resident)**	89106	9-05-2007	6-2011
8.	MOORE, MICKEY LEE **(Ross's recommendation)**	7616 Roop Street **(Ward 6 Resident)**	89131	6-17-2009	6-2013

AUTHORITY: LVMC 2.46 (Ordinance #5206 Adopted 4-19-2000)
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

MEMBERS: 8 members appointed by the City Council.
Mayor nominates 2 persons for appointment residing in 2 different Wards
Each Councilmember nominates 1 person for appointment (Persons nominated must reside in Ward represented by Councilmember making nomination)
No member may serve concurrently on any other board or commission which is established by resolution or ordinance, other than one which may be established on a temporary basis only.

TERM: Serve for an uninterrupted period not longer than eight years (2 terms) (Term to be coterminous with City Councilmember, but may serve until a successor is appointed)
*In August of 2009, the City Attorney gave an opinion that members who have served two four-year terms and then had a break in service are eligible for reappointment.

NOTES: Must be a City Resident
NO FINANCIAL DISCLOSURE REQUIREMENT

DEPT. SUPPORT: Parks, Recreation and Neighborhood Services (Designated as Department Liaison Per Bill 2002-129, Ordinance 5549, Adopted by City Council on 12/4/2002)

RECEIVED
CITY CLERK

2008 NOV 20 A 10:40

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Sanje Sedera 9/7/2010

Home Street Address: ~~1128 Triumph Ct~~ 1413 Strike Jumper Court

City: Las Vegas **ZIP Code:** ~~89117~~ 89108

Work Street Address: 6585 High Street #211

City: Las Vegas **ZIP Code:** 89113

Employer: First United Mortgage **Occupation:** Sr. Loan officer

Home Phone Number: 702-461-8655 **Work Phone Number:** 702-921-1800

Other Phone Number: _____ **Email Address:** Sedera@aol.com

Please list the boards, commissions, or committees that you are interested in serving on:

1/ Citizen Review Board 4/ Neighborhood partners fun board

2/ Community Development Recommending Board 5/ Senior Citizen Law project Adv. Board

3/ Las Vegas Housing Authority 6/ Senior Citizen Advisory Board

For office use only

CLV Y ✓ N ___

Ward ~~2~~ 1 9/7/2010

Date ~~11/21/08~~

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please refer to the resume.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please refer to the attached letter & resume

Please list any of your relatives or friends that work for the entity in which you would be serving: N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

11-17-2008

Sanje Sedera
1128 Triumph Court
Las Vegas, NV 89117

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

To whom it may concern:

I have been a resident of Las Vegas since 1995 and have been a strong advocate in senior care, equality in education, helping the homeless community and well being of battered children and women. My passion to help them has drawn me to " Shade Tree, Salvation Army and Blind Center". In last ten years I have done my best to help this disadvantage community on regular basis. Few times per month I visit the homeless shelters with hot Pizza and I am known as the "Pizza Man" among the homeless community.

I have organized relief efforts for countries, which have faced with catastrophic natural disasters. I was the chief organizer for relief efforts involving the cyclone Ngris in Burma in 2008 and Tsunami relief efforts involving Sri Lanka in 2004.

I currently serve as the Chairman of the Asian American Democratic Caucus, Vice President of South Asian Chamber of Commerce, Vice President of Summerlin Lions Club and board member of numerous professional and civic organizations.

Professionally I have been a mortgage broker and a real estate broker for over 12 years. I have been partner of a venture capital company and co-own a childcare and pre-school.

I strongly believe I have more to offer to this wonderful city. I would like to serve in any committee that you believe that I could serve best for our community.

I would really appreciate if you could contact me at 702-461-8655 for a brief meeting.

Thank you.

Sanje Sedera

SANJE SEDERA
1128 Triumph Court
Las Vegas, Nevada 89117
Phone (702) 461-8655 Fax (702) 873-2143
Email: sedera@aol.com

WORK HISTORY

Sr. Loan Officer, First United Mortgage Company
6585 High Street, Las Vegas, NV 89113 (October 1st 2008 to Present)

Originate and fund commercial and residential loans, while providing outstanding customer service.

Sr. Loan Officer, Cornerstone Mortgage Company,
7942 W.Sahara Ave. Las Vegas, NV 89117 (March1st, 2001 to October 2008)

Trained Jr. Loan Officers on modern sales techniques. Managed a sales team of 22 loan officers. Originated and funded commercial and residential loans, while providing outstanding customer service.

Broker/ Salesman, Elite Realty
7448 W. Sahara Ave., Las Vegas, NV 89117 (May 2007 to Present)

Preformed commercial and residential real estate transactions while maintaining exceptional customer relations.

Loan Officer, Northern Pacific Mortgage Company (March 1st 1999 to March 1st 2001)

Originated and funded commercial and residential loans. Top loan officer in year 2000.

Loan Officer, Green Tree Financial (March 1st 1998 to March 1st 1999)

Originated residential loans. Top loan officer in year 1998.

President, Little Round Up Pre-School and Day Care (June 1st 2004 to Present)
3700 Vegas Drive, Las Vegas, NV 89108

Manage and operate pre-school and day care facility while adhering to city and county standards. Manage the employee relations to provide better working environment and higher productivity.

EDUCATION AND TRAINING

Bachelor of Arts in Management and CIS– Idaho State University 1994
Associate Degree in CIS – Institute of Technological Studies, Sri Lanka 1991
Real Estate Broker license - Nevada since June 2007
Real Estate Loan Officer License - Nevada since March 1996

AWARDS AND AFFILIATIONS

Vive President- South Asian Chamber of Commerce, Las Vegas, Nevada
Vice President - Summerlin Lions Club, Las Vegas, Nevada
President – Asian American Democratic Caucus, Las Vegas, Nevada
Co- Chair- Nevada Partners for relief – Rebuild Burma, Las Vegas, Nevada
Secretary / Treasurer – Desert Democrats Toast Masters Club
Service Coordinator – Las Vegas Sai Baba Center
Charter President/ Treasurer – Sri Lanka Cricket and Recreation Club
Active Member of United States Tennis Association
Recipient of American Field Service Award to Australia

REFERENCES

Will be provided upon request

Megan Heryet
2312 San Jose Ave.
Las Vegas, NV 89104

RECEIVED
CITY CLERK

2010 SEP 28 P 12: 11

September 27, 2010

City Clerk
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

To Whom It May Concern:

I am writing to express interest in serving on the Senior Citizen Law Project Advisory Board or Senior Citizen Advisory Board. These boards deal with issues very important to me and my education and skills are a perfect match.

Please find enclosed interest form and resume, which describe my experience in the gerontology, aging and senior advocacy fields. I have particular interest and experience in adult guardianship, having spent five years working with private professional guardians, the Clark County public guardian and elder law attorneys. I also spent 2 ½ years researching Nevada adult guardianship law as part of my senior project at UNLV.

Thank you very much for your consideration.

Sincerely,

Megan Heryet

Enclosure

RECEIVED
CITY CLERK

2010 SEP 28 P 12:11

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Megan Heryet

Home Street Address: 2312 San Jose Ave.

City: Las Vegas **ZIP Code:** 89104

Work Street Address: 6655 W Sahara Ave #B200

City: Las Vegas **ZIP Code:** 89146

Employer: Self / The Ambder Agency **Occupation:** REALTOR

Home Phone Number: _____ **Work Phone Number:** 702.616.9180

Other Phone Number: 702.280.6002 **Email Address:** megan.heryete gmail.com

Please list the boards, commissions, or committees that you are interested in serving on:

Senior Citizen Law Project Advisory Board, Senior Citizens Advisory Board

For office use only

CLV Y ✓ N ___

Ward 3

Date 9/28/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

n/a

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

please see attached

Please list any of your relatives or friends that work for the entity in which you would be serving:

none

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Bachelor's degree with an emphasis in gerontology

Academic Certificate in Gerontology

Broad interdisciplinary educational background including psychology, sociology, healthcare administration and social work as it applies to seniors

Senior project involved 2 ½ years researching and analyzing adult guardianship law in Nevada

Practicum with the Clark County Public Guardian's office, including administrative tasks and direct contact with seniors

Hospice volunteer since 2007

Five years experience working with private professional guardians, elder law attorneys and guardianship court in the real estate field

Five years experience as an assistant to a personal property appraiser working with private professional guardians, trust officers and elder law attorneys

Passion for senior and aging issues affecting Nevadans

MEGAN HERYET

2312 San Jose Ave. Las Vegas, NV 89104

megan.heryet@gmail.com ◆ 702-280-6002

PROFILE

- Self-motivated and accept challenges readily
- Exceptional organizational, analytical, writing, interpersonal skills
- Innovative, creative, and resourceful
- Practical abilities in working in diverse environments

EDUCATION

University of Nevada Las Vegas — **Las Vegas, NV**
B.A. in Interdisciplinary Studies — *Spring 2006 –Fall 2009*
Academic Certificate in Gerontology

- Areas of concentration: Gerontology and Spanish language
- Coursework: Psychology, sociology, healthcare administration and social work as it applies to aging populations

Clark County Public Guardian's Office — **Las Vegas, NV**
Estate Case Manager Practicum — *Jan 2009 –Mar 2009*

- Conducted interviews with referrals submitted by external agencies and current wards to assess needs of vulnerable adults
- Maintained concise, accurate records of visits and interviews
- Initiated applications for federal and state assistance of eligible wards
- Followed up on interviews and interventions and communicated findings to case management staff

WORK EXPERIENCE

The Anhder Agency — **Las Vegas, NV**
Licensed Real Estate Agent — *Apr 2006 – present*
REALTOR

- Established and maintained professional client base, primarily private professional guardians
- Communicated between property owners/guardians and family members, lawyers and other real estate professionals
- Coordinated inspections, appraisals, court dates and closings for clients and their families
- Maintained accurate and detailed records including online listings

Star Nursery — **N. Las Vegas, NV**
Landscape Design and Sales — *Apr 2006 – Jan 2007*

- Managed landscaping design and projects with values ranging from $500 to $10,000
- Performed needs analysis and advised clients and designed landscapes to client specifications and needs
- Liaison between client, contractor, and landscaping teams

Pacific Coast Home and Garden — **San Luis Obispo, CA**
Receiving Manager, Floor Supervisor — *Oct 2000 – July 2005*

- Lead a team of 15 employees and managed closing operations at the largest garden center on the Central Coast
- Managed all aspects of receiving department
- Scheduled receipt of merchandise, checking-in and delivery to floor
- Maintained accurate records ensuring accurate billing and inventory
- Coordinated special orders between sales floor, wholesaler and customer

VOLUNTEER

Family Home Hospice — **Las Vegas, NV**
Volunteer — *Aug 2007 – Aug 2008*, *Aug 2010-present*

- Provide respite, companionship and emotional support to hospice patients and their families
- Perform routine tasks and errands for home bound seniors
- Assisted planning and presenting of annual memorial

Odyssey Hospice — **Las Vegas, NV**
Volunteer — *Aug 2008 – June 2009*

- Provide respite, companionship and emotional support to hospice patients and their families

SKILLS

Computer: Proficient in Microsoft Word, Excel, PowerPoint and typing 40-50 WPM.

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action – SEWAGE AND WASTEWATER ADVISORY COMMITTEE (SWAC) – Terry Hughes (Retired)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The County Sewage and Wastewater Advisory Committee (SWAC) was established by the Nevada Legislature in 1973. The three members and an alternate appointed by the City are required to be City employees or actively engaged in the operations or management of sewer facilities. Terry Hughes has retired from the City and Brian Oswalt, Plant Operations and Maintenance Manager, with the Department of Public Works, is being recommended to replace him.

RECOMMENDATION:
Procedure for this board requires appointment by the City Council of Brian Oswalt or another person to fill the vacant seat.

BACKUP DOCUMENTATION:
Current Listing and Authority

2-20-2008

SEWAGE AND WASTEWATER ADVISORY COMMITTEE

ADVISORY TO CLARK COUNTY BOARD OF COMMISSIONERS

Member	Appt. Date	Exp./ Notes
David Mendenhall **Environmental Manager**	4-17-1996	
Terry Hughes **WPCF Operations & Maintenance Supervisor**	1-5-2000	
Daniel D. Fischer **WPCF Lab Director**	3-6-2002	
Charles J. Trushel (Alternate) **Management Analyst II (PW-Environmental)**	2-20-2008	

Authority: NRS 244A.497

Appointment: The advisory committee consists of

- Two members appointed by the board
- Three members appointed by the governing body of the most populous city in the county
- Two members appointed by the governing body of the second most populous city in the county
- One member appointed by the governing body of each other city in the county
- One member appointed by the governing body of each water district, sanitation district or water and sanitation district in the county having within its boundaries a population of 5,000 or more

Each appointee shall be an employee of the municipality or district whose governing body is required to make the appointment and shall at the time of that employment be actively engaged in the operation or management of sewer or water facilities within the municipality or district, except the county prior to its operation of facilities.

Department Support: Jorge Cervantes, Director, Department of Public Works
David Mendenhall, Chairman

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - DEPARTMENT OF TRANSPORTATION REGIONAL ADVISORY COMMITTEE ON OVERSIZED AND OVERWEIGHT VEHICLES – Jorge Cervantes, Term Expires 10/3/2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
Chapter 484 of Nevada Revised Statutes was amended by Senate Bill 450 during the 2007 Legislative Session, mandating the establishment of a regional advisory committee to advise the Department of Transportation on certain issues relating to oversized and overweight vehicles. Membership of the committee includes one member appointed by the Department of Transportation to serve as the chair of the committee; one member appointed by the Board of County Commissioners, one member appointed by the City Council of each city within the county; one member appointed by the largest construction industry association in the county; and one member appointed by the largest motor transport association in the county. Members serve a two year term with no limit to the number of terms, and unexpired terms must be filled. Procedure for this Board is appointment by City Council. Mr. Cervantes was appointed in 2008 to fill the remainder of Mr. Kajkowski's term and reappointed September 16, 2009.

RECOMMENDATION:
Staff recommends the reappointment of the Director of Public Works to represent the interests and authority of the City of Las Vegas.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-34 - For Possible Action - Amends the City's noise regulations to revise the process by which construction-related activity may be permitted between the hours of six p.m. and seven a.m. under certain circumstances. Proposed by: Christopher Knight, Director of Building and Safety

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the City's noise regulations to revise the process by which construction-related activity may be permitted between the hours of six p.m. and seven a.m. under certain circumstances. The permit process previously was administered by the Planning Department. This bill will assign permitting responsibility to the Director of Building and Safety (or a designee) for building construction work and to the City Traffic Engineer (or a designee) for right-of-way improvement work.

RECOMMENDATION:
ADOPTION at 9/21/2011 City Council meeting pursuant to the 9/6/2011 Recommending Committee Meeting.

First reading 8/17/2011; First Publication – 9/8/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-34
2. Business Impact Statement
3. Comments by the Charleston Neighborhood Preservation submitted August 17, 2011

BILL NO. 2011-34

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S NOISE REGULATIONS TO REVISE THE PROCESS BY WHICH CONSTRUCTION-RELATED ACTIVITY MAY BE PERMITTED BETWEEN THE HOURS OF SIX P.M. AND SEVEN A.M. UNDER CERTAIN CIRCUMSTANCES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Christopher Knight, Director of Building and Safety

Summary: Amends the City's noise regulations to revise the process by which construction-related activity may be permitted between the hours of six p.m. and seven a.m. under certain circumstances.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 16, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.16.030: The following acts, among others, are declared to be noise disturbances and noises in violation of, and unlawful under, this Chapter, but this enumeration shall not be deemed to be exclusive:

(A) The sounding of any horn or signal device on any automobile, motorcycle or bus while it is in motion except as a danger signal if another vehicle is approaching apparently out of control or, if in motion, only as a danger signal after the brakes have been or are being applied and the deceleration of the vehicle is intended, the creation by means of any such horn or signal device of any unreasonably loud or harsh sound or the sounding of such horn or device for an unnecessary and unreasonable period of time.

(B) Operating or playing, or permitting the operation or playing of, any radio, television, phonograph, stereo, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound in such a manner as to create a noise disturbance:

(1) To any person who resides or works in the vicinity. The operation or playing of such radio, television, phonograph, stereo, drum, musical instrument, sound amplifier or similar device in such a manner or at such a volume as to be plainly audible to the human ear at a distance of fifty feet from the source of the noise shall be prima facie evidence of a violation of this

Chapter; or

(2) At a distance of fifty feet from such radio, television, phonograph, stereo, drum, musical instrument, sound amplifier or similar device when it is played or operated in or on a motor vehicle that is on any public right-of-way or in any public space.

This subsection shall not apply to any noncommercial spoken language that is subject to Subsection (K) of this Section.

(C) Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of eleven p.m. and seven a.m., or at any time or place in such a manner or at such a volume as to annoy or disturb the quiet, comfort or repose of any person in any hospital, dwelling, hotel or any other type of residence or of any person in the vicinity.

(D) The keeping of any animal, bird or fowl which, by causing frequent or long-continued noise, disturbs the comfort or repose of any person in the vicinity.

(E) The use of any automobile or motorcycle so out of repair, so loaded or in such manner as to cause loud and unnecessary grating, grinding, rattling or other noises.

(F) The blowing of any steam whistle that is attached to any stationary boiler except to give notice of the time to begin or stop work, as a warning of fire or other danger or upon the request of the proper authorities of the City.

(G) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motor boat engine except through a muffler or other sound dissipation device which will effectively prevent loud or explosive noises therefrom.

(H) The erection, including the excavation, demolition, alteration or repair of any building in any new or existing residential district, [or section,] or the excavation, construction or repair of any [street or highway] right-of-way improvements in any new or existing residential district [or section] other than between the hours of seven a.m. and six p.m., except in the case of urgent necessity in the interest of public health and safety and then only with a permit from the [Director of the Department of Planning and Development, which permit may be granted for a period not to exceed thirty days while the emergency continues. If the Director of the Department of Planning and Development should determine] designated official. Such a permit may be granted for a period not

to exceed thirty days while the condition of urgent necessity continues. Such a permit may be granted only upon a determination by the designated official that the public health and safety will not be impaired by the [erection, demolition, alteration or repair of any building, or by the excavation of any street or highway, in any new or existing residential district between the hours of six p.m. and seven a.m., and if he further determines] performance of the work between the hours of six p.m and seven a.m. and that loss or inconvenience would otherwise result to any party in interest [in such erection, demolition, alteration or excavation, he may grant a permit for such work to be performed between the hours of six p.m. and seven a.m. upon an application being made therefor] regarding the work. Such a permit may be granted only if application therefor is made at the time that the permit for such work is issued or at any time during the progress of such work. In connection with the permit process described in this Subsection, the designated official may establish such forms, policies and procedures as deemed necessary. For purposes of this Subsection, the "designated official" means:

(1) For work involving buildings, the Director of Building and Safety or a designee.

(2) For work involving right-of-way improvements, the City Traffic Engineer or a designee.

(I) The creation of any excessive noise on any street that is adjacent to any school, institution of learning, church or court while the same is in session, or is adjacent to any hospital, which unreasonably interferes with the working or sessions thereof or the persons therein.

(J) The loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans or similar objects between the hours of eleven p.m. and seven a.m. in such a manner as to project a noise disturbance across the boundary of any residential real property.

(K) The use or operation for any purpose of a loudspeaker, public address system, or sound amplification device in connection with any radio, phonograph, tape recorder, microphone or similar device:

(1) In such a manner or at such a volume that it is plainly audible to the human ear at a distance of fifty feet or more from the source of the sound;

(2) Between the hours of eleven p.m. and seven a.m. on any public right-of-way or in any public space; or

(3) On a truck or other vehicle, either moving or standing, for advertising or any other purpose.

(L) The offering for sale or selling of anything by shouting or outcry within any residential or commercial area of the City.

(M) The repairing, rebuilding, modifying or testing of any motor vehicle, motorcycle or motorboat in such a manner as to project a noise disturbance across the boundary of any residential real property.

(N) The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling device except for emergency purposes or for the testing, between the hours of eight a.m. and six p.m., of:

(1) A stationary emergency signaling device; provided, however, that each such test shall be performed at the same time of day, and any such testing shall use only the minimum cycle test time, which, in no event, shall exceed sixty seconds.

(2) The complete emergency signaling system, including the functioning of the signaling device and the personnel response to the signaling device; provided, however, that such testing shall not be performed more than once in each calendar month.

(O) The sounding or permitting the sounding of any exterior burglar alarm or any motor vehicle burglar alarm unless such alarm is automatically terminated within fifteen minutes after its activation.

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: 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 4: 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 8-3-11
_____
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. 2011-34
(Amends the City's noise regulations to revise the process by which construction-related activity may be permitted between the hours of six p.m. and seven a.m. under certain circumstances)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-34, that would amend the City's noise regulations to revise the process by which construction-related activity may be permitted between the hours of six p.m. and seven a.m. under certain circumstances.

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: August 3, 2011

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

To: CLV Mayor and Council
From: CNP
Date: 8/15/11
Re: certain Agenda items from the 8/16/11 LV City Council AGENDA

46. Please identify 4 different Civil Service Trustee topics which may be administered from this City Charter Article 10.

50. We appreciate, but are disappointed in the persistence to maintain 1 individual in a specific position by removing Term Limits from the law. Such a proposal in its self provides the strongest evidence that such a fight is usurping the representation which our elected peers are to provide.

CNP suggests that the Planning Commission positions be eliminated and those current duties be directly fulfilled by our elected City Council persons.

>NEW BILLS definition as stated does NOT define what excepts *"Emergency Bills"* OR whether a single person OR what group determines that status. Are they exempted from being read? From being recorded? From not being referred to the current Planning Commission? From public testimony? Or?????????????!

CNP is aghast at the inclusion of *EMERGENCY* bills with those bills stricken or tabled. Please provide the definition of *EMERGENCY* in CLV Council terms.

CNP suggests Council Emergency terms & Mission Statement grace the "intentionally blank" page.

53. Bill No. 2011-34 - No, they "may" not. Neighborhood meetings must be mandatory with convincing reasons (not threats) presented, with those persons most directly affected being the determiners of exemptions. This does concern people being SAFE in their domiciles.

54. Bill No. 2011-35- Please list and number each "certain *circumstance*".

67. Please REMOVE Bill SUP-41908 from this One Motion-One Vote.
CNP did not understand what the "foot distance" separation of liquor stores is, BUT clearly this Liquor Establishment is wall to wall with another Liquor Establishment, 300 ft. too close to a Religious Facility and 160 ft. too close to a School. Is skid-row zoning the intent in such 'approvals'?

68. Please REMOVE Bill SUP-41932 from this One Motion-One Vote.
Have any examples of the INTERNATIONAL CULTURE CONNECTION (APPAREL) been seen by our council or planning? CNP is reminded of a clothing store on W. Charleston some years ago and the money, time and effort required to undo that approval.

Plz continue to page two

46,60,53,54,67,6
77,81
85,86
87

Submitted at City Council
Date 8/17/11 Item
By: Juanita Clark

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

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77.through 80. Of course the ZON-41798 is a given. CNP enthusiastically endorses the Planning Commission's APPROVAL of VAR-41800, VAR-41801, and SDR-41799 because this business provides a product that is a winner for success and not undesirable or offensive to neighborhoods.

81. VAR-41303-CNP agrees with the CLV Planning Commission for approval of these improvements at this location and consider them an asset to this area of our Las Vegas.

85. VAR-41903-CNP wholeheartedly agree with the Planning Commission.

86. SUP-41542-Applicants, we understand why you might imagine that being 1,000 ft too close to another massage establishment, 380 ft. too close to residential and even 24 rather than 13 hours might be approved. CNP endorses the Denial recommended by Staff as well as The Planning Commission.

87. SUP-41880—At Planning Commission, CNP heard no conditions or reasons for government to deny this business man the right to display his product. Scooters are compact, colorful, and even essential in this economy.
Having new motors on our streets and byways compared to those held together by bailing wire is a splendid addition to our traffic flow.
Our tragic L.V. economy is eager (desperate may be more realistic) for a business to display their scooter merchandise. CNP requests that this Special use permit be allowed.

Note that jack-o-lanterns are now available-more choices in August!
Our Mayor and Council are the most spiffy in the county! ☺ (maybe the State!)

June Ingram, President—Charleston Neighborhood Preservation and BOARD

June Ingram
C N P President

Vicki Arnold

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Bushforth Jeanine Sweany-Julia Whaun-Jean Withers-Others

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-35 - For Possible Action - Authorizes under certain circumstances the use of metered parking without the need to activate the corresponding parking meter in the manner otherwise required. Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
Existing ordinance provisions do not specifically authorize metered public parking to be used without meter activation. It has been determined that additional flexibility regarding the use of such parking would be helpful. This bill will authorize the City Manager or a designee to establish policies under which such parking may be used without the need for meter activation. Examples include making such parking available by agreement or in connection with special events whereby appropriate payment can be made without the need for meter activation.

RECOMMENDATION:
ADOPTION at 9/21/2011 City Council meeting pursuant to the 9/6/2011 Recommending Committee Meeting.

First reading 8/17/2011; First Publication – 9/8/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-35
2. Business Impact Statement
3. Comments by the Charleston Neighborhood Preservation submitted August 17, 2011

BILL NO. 2011-35

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE UNDER CERTAIN CIRCUMSTANCES THE USE OF METERED PARKING WITHOUT THE NEED TO ACTIVATE THE CORRESPONDING PARKING METER IN THE MANNER OTHERWISE REQUIRED, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Authorizes under certain circumstances the use of metered parking without the need to activate the corresponding parking meter in the manner otherwise required.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 54, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 110, reading as follows:

11.54.110: Notwithstanding any other provision of this Title pertaining to metered parking, the City Manager or a designee may establish and implement a policy under which specific parking spaces or parking space areas within a City-owned parking lot may be used without the need to activate the corresponding parking meter in the manner otherwise required.

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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-3-11
_____
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

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BILL NO. 2011-35
(Authorizes under certain circumstances the use of metered parking without the need to activate the corresponding parking meter in the manner otherwise required)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-35, that would authorize under certain circumstances the use of metered parking without the need to activate the corresponding parking meter in the manner otherwise required.

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:

Possible benefit to businesses needing additional public parking

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

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Not applicable

Date: August 3, 2011

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Date 8/17/11 Item
By: Juanita Clark

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CHARLESTON NEIGHBORHOOD
PRESERVATION

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June Ingram, President—Charleston Neighborhood Preservation and BOARD

June Ingram
C N P President

Vicki Arnold

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Bushforth Jeanine Sweany-Julia Whaun-Jean Withers-Others

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:

For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn 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.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2210 East Bonanza Road for fees in the amount of $1,722.50 (General Fund) and assess a maximum of $41,250 in daily civil penalties. PROPERTY OWNER: BANK SOUTHWESTUSA - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,722.50
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Construction Group International to paint over graffiti, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $32,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $350 invoice for Construction Group International, $52.50 administrative fee, and $1,320 in reinspection fees (including late fees) for a total of $1,722.50 to be recorded immediately, and consider assessing a maximum of $41,250 in daily civil penalties to be recorded on or after May 20, 2012.

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 Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2210 East Bonanza Road for fees in the amount of $1,722.50 (General Fund) and assess a maximum of $41,250 in daily civil penalties. PROPERTY OWNER: BANK SOUTHWESTUSA – Ward 3 (Coffin)

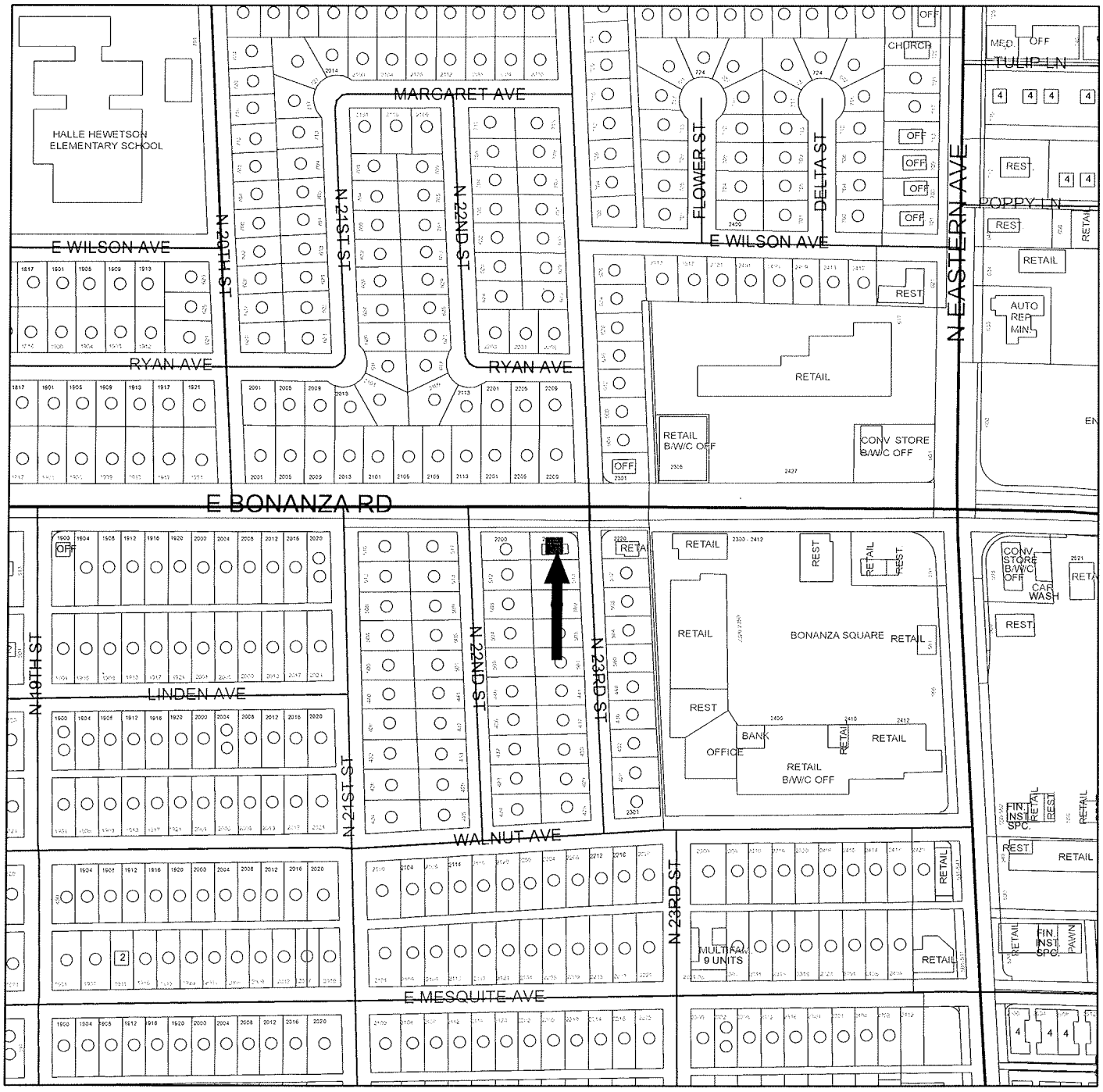
Construction Group International completed work on July 13, 2011 at a cost of $350; $1,320 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $1,722.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

2210 EAST BONANZA ROAD
CROSS STREETS - BONANZA//EASTERN

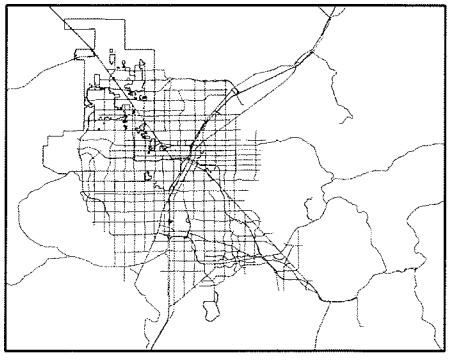
City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

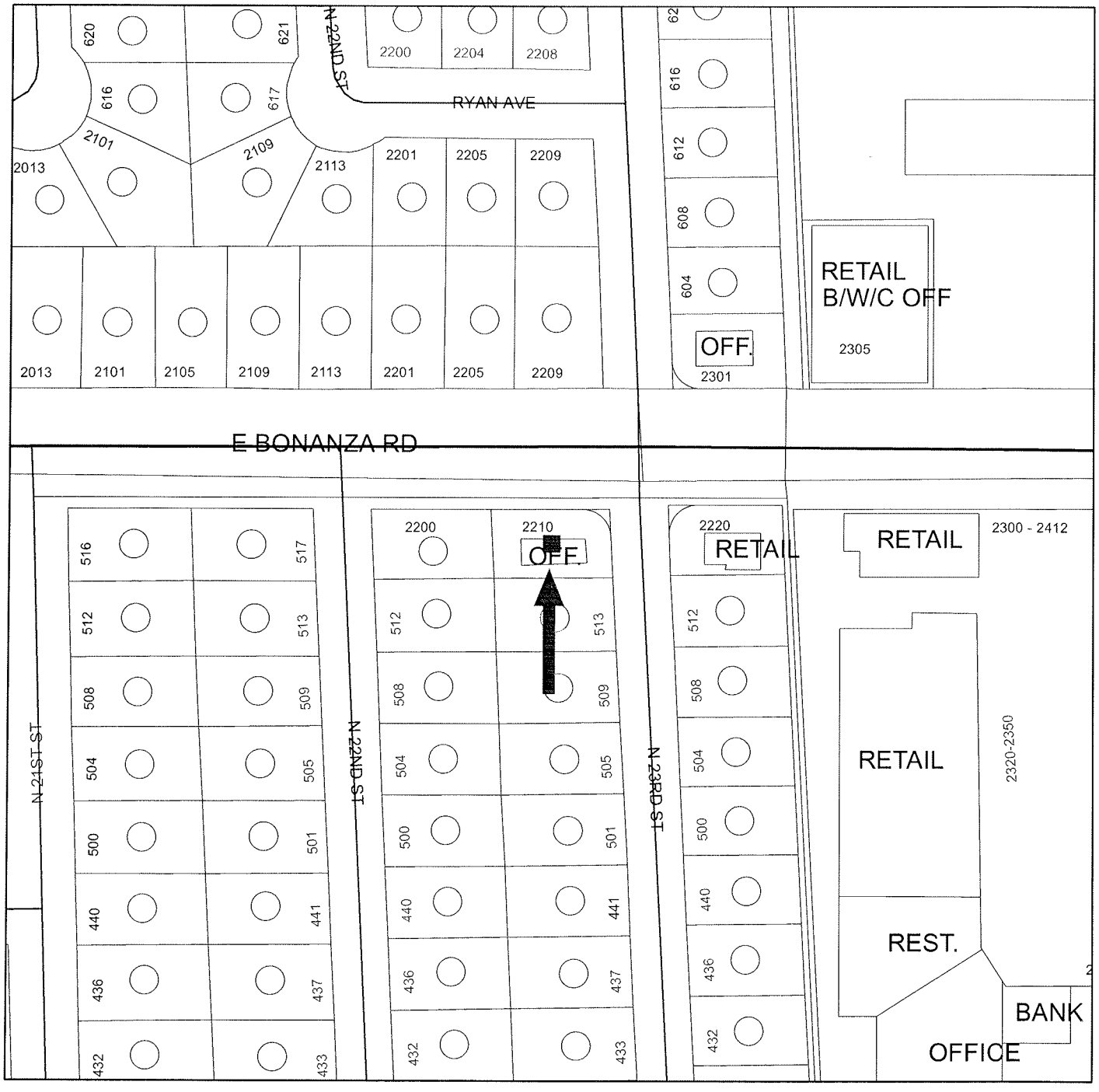
Geographic Information System
Planning & Development Dept.
702-229-6301

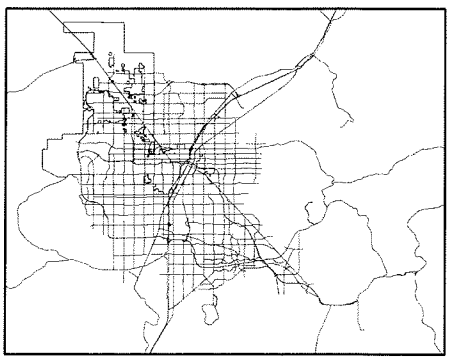
PLANNING & DEVELOPMENT



2210 EAST BONANZA ROAD
CROSS STREETS - BONANZA//EASTERN

City of Las Vegas Vicinity Map





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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: August 31, 2011

Re: Report of Expenses for the abatement of nuisance located at 2210 East Bonanza Road - Ward 3 (Coffin)

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 painting over graffiti, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Construction Group International on July 13, 2011 at a cost of $350.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all high grass and weeds, and apply herbicide.	$200.00
Remove all trash and debris.	$50.00
Paint over graffiti.	$100.00
AMOUNT DUE:	$350.00
Administrative Processing Fee:	$52.50
Sub-Total:	$402.50
Reinspection Fees (w/late fees):	$1,320.00
TOTAL AMOUNT DUE:	**$1,722.50**
Daily Civil Penalties – 55 days @ $750 a day (including penalty fees already assessed) May 20, 2011 to July 13, 2011	**$41,250.00**
MAXIMUM TOTAL:	**$42,972.50**
OWNER OF RECORD	BANK SOUTHWESTUSA
PROPERTY ABATED:	2210 East Bonanza Road
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-511-040
LEGAL DESCRIPTION:	BOULDER DAM HOMESITE ADD
	TRACT #06
	PLAT BOOK 3 PAGE 82
	LOT 20 BLOCK 2

VRO:ld

Construction Group International
6255 McLeod Drive, Suite 19
Las Vegas, NV 89120

Disclosure of Principals

The principals and partners of *Construction Group International* and all persons and entities holding more than 1% interest in *Construction Group International* or any principal of *Construction Group International* are the following:

	Full Name	Business Address	Business Phone
1.	Mark A. Mansell	18684 142nd AVE NE BLDG. E Woodinville, WA 98072	425 487 2618
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.

Construction Group International

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 19th day of March, 2009.

Notary Public - State of Nevada
County of Clark
ROBIN A. TUTTLE
My Appointment Expires
No: 00-61974-1 December 16, 2011

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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 **2210 EAST BONANZA ROAD – Case No. 98143**. The Director of Building and Safety certifies that the sum of **$1,722.50** was expended and Civil Penalties in the sum of **$41,250.00** may be imposed for a total of **$42,972.50**. Owner of record at time of abatement: **BANK SOUTHWESTUSA – WARD 3 (COFFIN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 98143

2210 E BONANZA RD - Map # 02426-18 Parcel 13935511040

Owner Information:

DROUET CARLOS
9846 ALMENIA ST
LAS VEGAS, NV 89178-4874

Zoning Information: P-R(PROFESSIONAL OFFICE AND PARKIN)

Case Comments: graffiti on buildings

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: February 16, 2011

Ward: 3

Date Case Resolved: July 14, 2011

Source: WEB

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	2/17/11	OPEN	entire property	Remove all refuse and waste from all areas of property. Maintain at all times.
AN-006: 9.04.010(7)(A) HIGH VEGETATION	2/17/11	OPEN	entire property	Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.
AN-008: 9.04.010 (7)(C) GRAFFITI	2/17/11	OPEN	entire property- sign, building, wall, fence	Remove all graffiti from property and maintain free of graffiti at all times.
AZ-001: 19.00.010 ZONING ENFORCEMENT	5/4/11	OPEN	Parking Areas	Vehicles may not be stored on premises while buildiing is vacant.
AZ-020: 19.14.030 PROHIBITED SIGNS	5/4/11	OPEN	All areas	Remove all signage from property to include banners, Cover permanent signs with blank faces.

Chronology of Events:

February 17, 2011 **Insp#: 1090814**

32) 2-17-11 Vacant building- old Viajes/Tours 489-3560 graffiti on building and sign. Trash/litter and high weeds/grass. left notice on building and mailed to assessors address to 9846 Almenia St LV, NV 89178-4874 2-17 C/B 2-28

February 17, 2011 **CORRECTION NOTICE ISSUED**

March 09, 2011 **Insp#: 1091397**

17) Pix, assess fee $120. No change, Cn1 still posted from 2 weeks ago. Business is closed, Cn2 mailed to owner: Drouet. Attempted all telephone numbers from business license screen, all are non-functional. cb 3/14

March 09, 2011	**CORRECTION NOTICE ISSUED**
April 26, 2011	**Insp#: 1098832**
	33) No change, Posted notice and mailed, photo's taken, call back set for 05/03/11.
April 26, 2011	**CORRECTION NOTICE ISSUED**
May 04, 2011	**Insp#: 1119292**
	17) This case somehow was mis-assigned and delayed. Add remove vehs storage and sigmage. Graffiti has been abated but will include to keep maintained,. Vehicles may not be stored on premises while buildiing is vacant.
May 10, 2011	**NOTICE AND ORDER PROCESSING**
	21)refer file to 17 for posting all mailings done
May 10, 2011	**NOTICE AND ORDER ISSUED**
May 11, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 5/10/11
May 11, 2011	**Insp#: 1123055**
	17) N&O posted, no change.
May 24, 2011	**Insp#: 1126036**
	17) Pix, assess fee. continue with abatement,
May 31, 2011	**BID REQUEST BY OFFICER**
	21)refer file to JR for bids
May 31, 2011	**BID PREPERATION**
	Bid prep.
May 31, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 6-6-11
June 07, 2011	**BID RECEIVED**
	Scanned & recorded bids received: 1)CGI=$350; 2)Weaver=$775
June 07, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #17 for posting.
June 07, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
June 09, 2011	**Insp#: 1130684**
	17) 10-day posted, no change in condition.
June 21, 2011	**Insp#: 1137873**
	17) No vehicles on site, no change, pix, award bid.
June 27, 2011	**PROCEED WITH ABATEMENT**
	21)refer file to office staff JR for contractor abatement
June 29, 2011	**ADMINSTRATIVE**
	PO requested. Pending DSS approval.

July 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to CGI. Award letter sent. Copy given to #21 for start date. Pending.	
July 13, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video- photos in cc items file	
July 14, 2011	**ADMINSTRATIVE**	
	Received call from CGI. Property is completed.	
July 14, 2011	**VIDEO REQUEST**	
	After video requested from #21.	
July 14, 2011	**Insp#: 1142775**	
	17) All bated, close	
July 19, 2011	**POST-ABATEMENT VIDEO**	
	21)no video post photos in cc items file	
July 20, 2011	**ADMINSTRATIVE**	
	Invoice received and recorded into Details tab. File given to #21.	
July 26, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff LD to place on agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
COMMERCIAL INSPECTION FEE	$120.00	U	03/09/2011	
LATE FEE	$12.00	U	04/23/2011	
COMMERCIAL REINSPECTION FEE	$180.00	U	04/26/2011	
FIRST COMMERCIAL CIVIL PENALTY	$150.00	U	04/26/2011	
SECOND COMMERCIAL CIVIL PENALTY	$300.00	U	05/04/2011	
COMMERCIAL REINSPECTION FEE	$180.00	U	05/04/2011	
COMMERCIAL REINSPECTION FEE	$180.00	U	05/11/2011	
THIRD COMMERCIAL CIVIL PENALTY	$1,000.00	U	05/11/2011	
COMMERCIAL REINSPECTION FEE	$180.00	U	05/24/2011	
FOURTH COMMERCIAL CIVIL PENALTY	$1,000.00	U	05/24/2011	
RECURRING COMMERCIAL CIVIL PENALTY	$1,000.00	U	06/09/2011	
COMMERCIAL REINSPECTION FEE	$180.00	U	06/09/2011	
LATE FEE	$18.00	U	06/10/2011	
RECURRING COMMERCIAL CIVIL PENALTY	$750.00	U	06/21/2011	
COMMERCIAL REINSPECTION FEE	$180.00	U	06/21/2011	
NUISANCE ABATEMENT FEE	$350.00	U	07/20/2011	
ADMINISTRATIVE	$52.50	U	07/20/2011	

Total Amount Due: **$5,832.50**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	CGI	A	5/6/11

Bid Amount: 350.00
Bid Award Date: 7/7/11
Contractor Start Date:

Description:

Cut/remove grass/weeds. Herbicide. Remove refuse/waste. Paint over graffiti.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	5/6/11

Bid Amount: 775.00
Bid Award Date:
Contractor Start Date:

Description:

Cut/remove grass/weeds. Herbicide. Remove refuse/waste. Paint over graffiti.

APN 139-35-511-040

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BANK SOUTHWESTUSA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-35-511-040**
Commonly known as:	**2210 East Bonanza Road**
Legal Description:	**BOULDER DAM HOMESITE ADD**
	TRACT #06
	PLAT BOOK 3 PAGE 82
	LOT 20 BLOCK 2

On **July 13, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$1,722.50** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$41,250.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above Actual Cost in the amount of **$1,722.50**, be immediately assessed against the property by means of this Lien of Assessment with the lien 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.

NOTE: The City Council ordered the above civil penalties in the amount of **$41,250.00** be assessed against the property by recording a Lien of Assessment on or after **May 20, 2012**.

_____
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 #98143

APN 139-35-511-040

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BANK SOUTHWESTUSA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-35-511-040**
Commonly known as:	**2210 East Bonanza Road**
Legal Description:	**BOULDER DAM HOMESITE ADD**
	TRACT #06
	PLAT BOOK 3 PAGE 82
	LOT 20 BLOCK 2

On **July 13, 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.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$41,250.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above charges in the amount of **$41,250.00**, 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 #98143

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1614 East Ogden Avenue for fees in the amount of $3,940.25 (General Fund) and assess a maximum of $31,500 in daily civil penalties. PROPERTY OWNER: JOSE ZEPEDA - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,940.25
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove two vehicles, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Zillow.com is $40,300.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $2,795 invoice for Weaver Construction, $419.25 administrative fee, and $726 in reinspection fees (including late fees) for a total of $3,940.25 to be recorded immediately, and consider assessing a maximum of $31,500 in daily civil penalties to be recorded on or after May 20, 2012.

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 Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1614 East Ogden Avenue for fees in the amount of $3,940.25 (General Fund) and assess a maximum of $31,500 in daily civil penalties. PROPERTY OWNER: JOSE ZEPEDA – Ward 3 (Coffin)

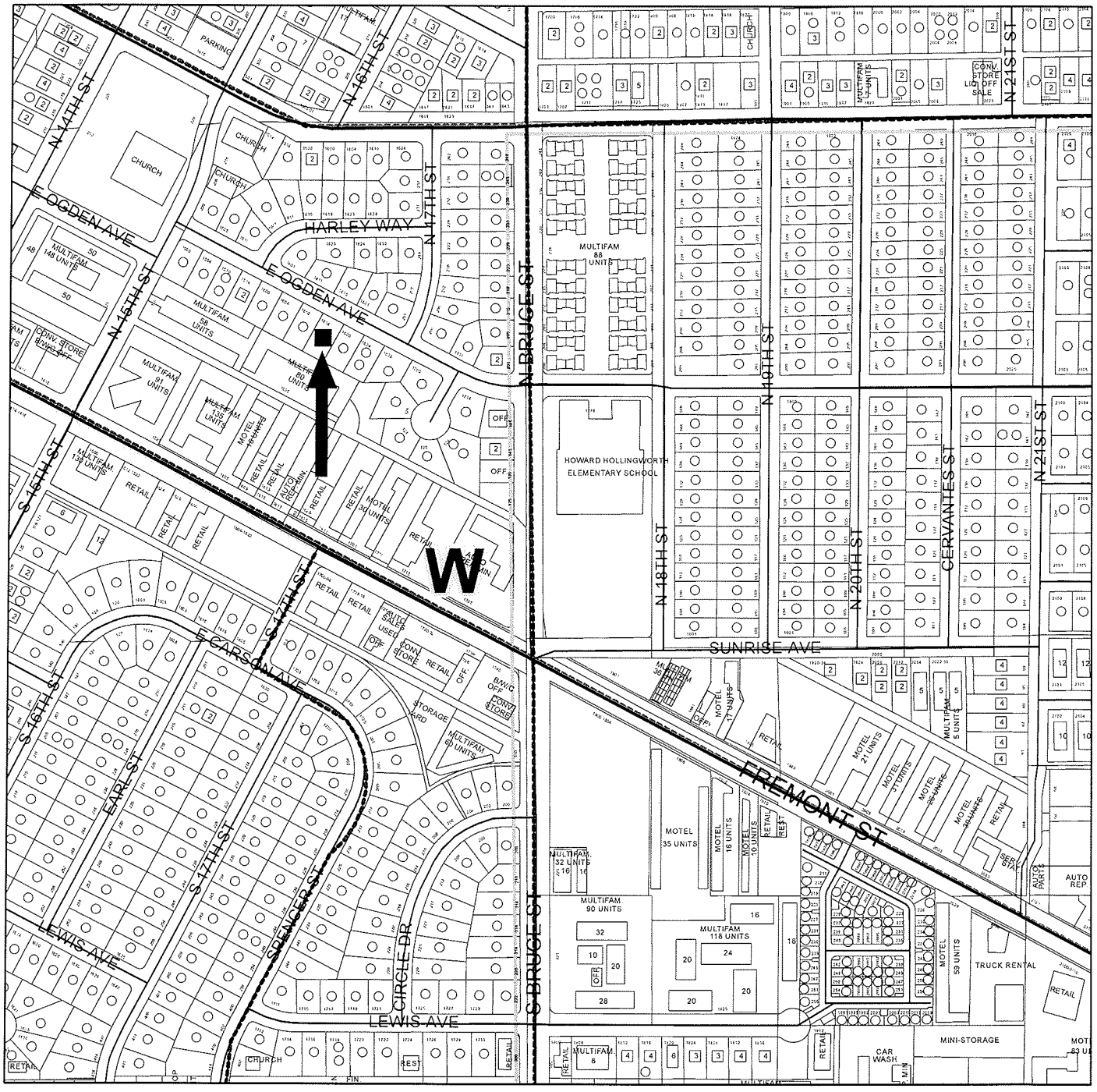
Weaver Construction completed work on July 21, 2011 at a cost of $2,795; $726 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $3,940.25.

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.

1614 EAST OGDEN AVENUE
CROSS STREETS - BRUCE//OGDEN

City of Las Vegas Vicinity Map



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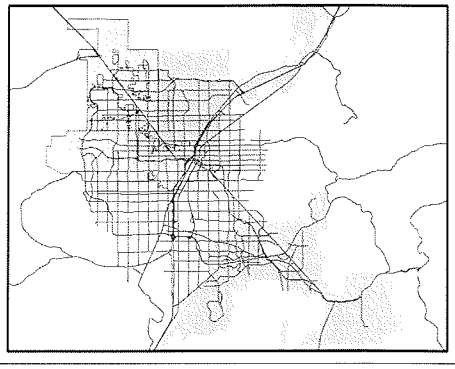
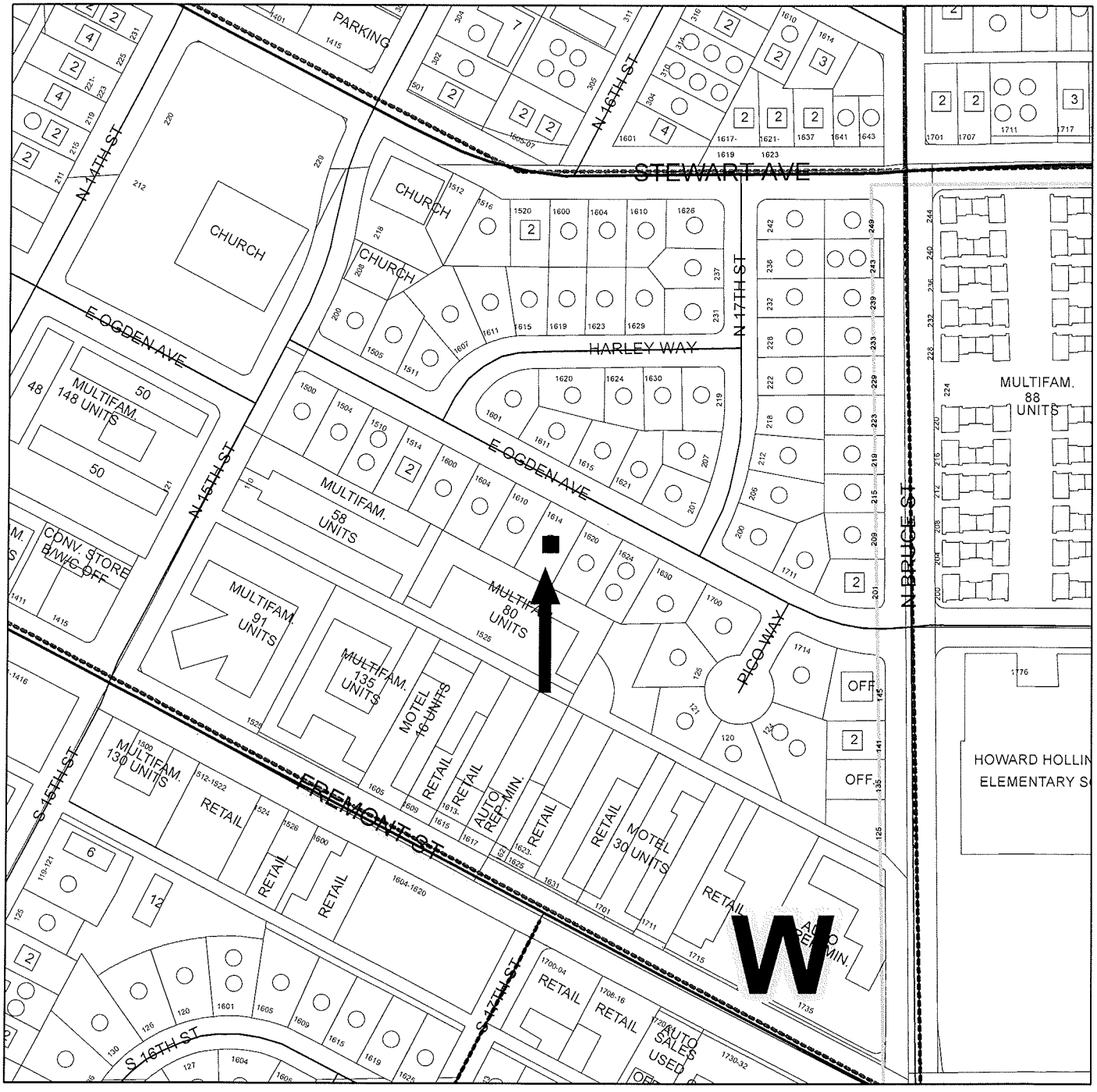


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1614 EAST OGDEN AVENUE
CROSS STREETS - BRUCE//FREMONT

City of Las Vegas Vicinity Map



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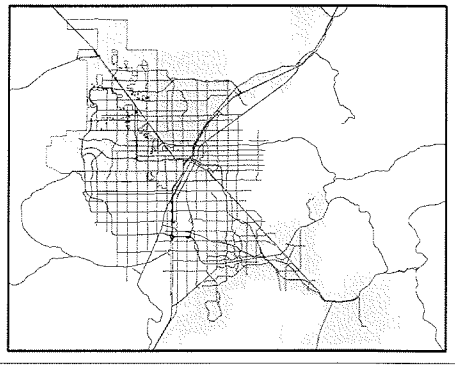

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702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: August 31, 2011

Re: Report of Expenses for the abatement of nuisance located at 1614 E Ogden Avenue - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing two vehicles, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on July 21, 2011 at a cost of $2,795.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$1,445.00
Remove all high grass and weeds, and apply herbicide.	$295.00
Remove all trash and debris.	$855.00
Remove two vehicles.	$200.00
AMOUNT DUE:	$2,795.00
Administrative Processing Fee:	$419.25
Sub-Total:	$3,214.25
Reinspection Fees (w/late fees):	$726.00
TOTAL AMOUNT DUE:	**$3,940.25**
Daily Civil Penalties – 63 days @ $500 a day (including penalty fees already assessed) May 20, 2011 to July 21, 2011	**$31,500.00**
MAXIMUM TOTAL:	**$35,440.25**
OWNER OF RECORD	JOSE ZEPEDA
PROPERTY ABATED:	1614 East Ogden Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-312-048
LEGAL DESCRIPTION:	MAYFAIR #03
	PLAT BOOK 2 PAGE 42
	LOT 8 BLOCK 4

VRO:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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 **1614 EAST OGDEN AVENUE– Case No. 101357**. The Director of Building and Safety certifies that the sum of **$3,940.25** was expended and Civil Penalties in the sum of **$31,500.00** may be imposed for a total of **$35,440.25**. Owner of record at time of abatement: **JOSE ZEPEDA – WARD 3 (COFFIN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 101357

1614 E OGDEN AVE - Map # 02426-64 Parcel 13935312048

Owner Information:

ZEPEDA JOSE
1614 E OGDEN AVE
LAS VEGAS, NV 89101-4446

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house, trash/debris inside and outside of house. Vagrants staying in house.

Case Assigned To: | Follow Up Inspection Date:

Date Case Opened: May 02, 2011 | Ward: 3

Date Case Resolved: July 28, 2011 | Source: CITZ

Property Info/Status: HOA: N | Vacant: N | Foreclosure: N | Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403
5/4/11 OPEN Entire Property
Secure all structures to City of Las Vegas specifications. Secure all buildings, openings, doors and windows.

AN-003: 9.04.010 (4) REFUSE & WASTE
5/4/11 OPEN Entire Propety
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/4/11 OPEN Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-007: 9.04.010(7)(B) DEAD VEGETATION
5/4/11 OPEN Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

AZ-003J: 19.04.010(7) JUNK VEH/ PARTS
5/4/11 OPEN Drivewaty/Rear yard
Remove junk vehicles Green Cadillac NV/818SYP in driveway, and Red and White Chev P/U in rear yard , both vehicles missing tires

Chronology of Events:

May 04, 2011 **Insp#: 1121640**

33) Open and accessible residence, refuse, high weeds, green cadillac on jack with weeds growing under around and inside vehicles, same with Red and white Chev P/U in rear yard, All windows broke out in residence will do Notice and order on residence, still in last owners name. Call back set for 05/09/11. Photo's taken.

May 04, 2011 **CORRECTION NOTICE ISSUED**

May 09, 2011 **NOTICE AND ORDER REQUEST**

33) Completed Notice and order for 21's review no information on Bank or owner. E-mail sent to Eric Morris and unable to get into MERS.

May 10, 2011	**NOTICE AND ORDER ISSUED**	
May 10, 2011	**Insp#: 1122814**	
	33) Posted Notice on front of house, photo's taken, affadavit completed, failed inspection, call back set for 05/23/11.	
May 11, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 5/10/11	
May 23, 2011	**Insp#: 1125259**	
	33) No change will move forward with abatement. photo's taken, assessed fee's checked to see if any changes. Call back set for 06/7/11.	
May 24, 2011	**BID REQUEST BY OFFICER**	
	21)refer file to office staff-JR for bids	
May 24, 2011	**BID PREPERATION**	
	Bid prep.	
May 24, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 5/31.	
May 26, 2011	**PHONE CALL**	
	17) Bank contact for this property is One West Bank - Deena 512-250-2726.	
June 02, 2011	**BID RECEIVED**	
	Per #21 proceed with one bid. Recorded & scanned bid received: 1)Weaver=$2795	
June 02, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #33 for posting.	
June 02, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
June 06, 2011	**Insp#: 1130164**	
	33) Posted 10 days before abatement, photos taken, assessed fee's, affidavit completed call back set for 06/16/11.	
June 22, 2011	**Insp#: 1135388**	
	33) No change in property, photo's taken, move forward with abatement. case forwarded to 21.	
June 27, 2011	**PROCEED WITH ABATEMENT**	
	21)refer file to office staff JR - contractor abatement	
June 29, 2011	**ADMINSTRATIVE**	
	PO requested. Pending DSS approval.	
July 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to Weaver. Award letter sent. Copy given to #21. Pending start date.	
July 11, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video-photos in cc items file	
July 12, 2011	**VIDEO REQUEST**	
	Before Video Request given to #21.	
July 25, 2011	**ADMINSTRATIVE**	
	Completion date received from Eaver.	

July 25, 2011	**VIDEO REQUEST**	
	After video requested from #21.	
July 27, 2011	**POST-ABATEMENT VIDEO**	
	21)no video- photos in cc items file	
July 28, 2011	**ADMINSTRATIVE**	
	Scanned & recorded invoice. File given to #21.	
July 28, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff LD to place on agenda	
July 28, 2011	**Insp#: 1143387**	
	33) Closed, abated.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/10/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/23/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/23/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/06/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	06/22/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/22/2011	
LATE FEE	$12.00	U	06/24/2011	
LATE FEE	$18.00	U	07/07/2011	
NUISANCE ABATEMENT FEE	$2,795.00	U	07/28/2011	
ADMINISTRATIVE	$419.25	U	07/28/2011	

Total Amount Due: **$4,854.25**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	5/31/11

Bid Amount: 2,795.00
Bid Award Date: 7/7/11
Contractor Start Date:
Description:
Board doors.windows. Remove grass/weeds. Herbicide. Remove trash/debris. Remove cadillac & chevrolet

APN 139-35-312-048

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE ZEPEDA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-312-048**
Commonly known as: **1614 East Ogden Avenue**
Legal Description: **MAYFAIR #03**
PLAT BOOK 2 PAGE 42
LOT 8 BLOCK 4

On **July 21, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$3,940.25** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$31,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above Actual Cost in the amount of **$3,940.25**, be immediately assessed against the property by means of this Lien of Assessment with the lien 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.

NOTE: The City Council ordered the above civil penalties in the amount of **$31,500.00** be assessed against the property by recording a Lien of Assessment on or after **May 20, 2012**.

_____
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 #101357

APN 139-35-312-048

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOSE ZEPEDA**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-312-048**
Commonly known as: **1614 East Ogden Avenue**
Legal Description: **MAYFAIR #03**
PLAT BOOK 2 PAGE 42
LOT 8 BLOCK 4

On **July 21, 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.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$31,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above charges in the amount of **$31,500.00**, 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 #101357

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,868.94 (including interest) and civil penalties in the amount of $18,000 recorded against the property located at 224 West Baltimore Avenue. PROPERTY OWNER: JOHNCYN IRR BUSINESS TRUST ETAL - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from AAMCOM Management, LLC, trustee, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on January 20, 2010. There was one abatement action conducted on this property on August 31, 2009. The lien was recorded at Clark County Recorder's Office on January 27, 2010 for $2,868.94 (including interest) in costs and $18,000 in civil penalties. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated May 6, 2011 from AAMCOM Management, LLC requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,868.94 (including interest) and civil penalties in the amount of $18,000 recorded against the property located at 224 West Baltimore Avenue. PROPERTY OWNER: JOHNCYN IRR BUSINESS TRUST ETAL – Ward 3 (Coffin)

Today's hearing is a request from AAMCOM Management LLC, trustee, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on January 20, 2010. There was one abatement action conducted on this property on August 31, 2009. The lien was recorded at Clark County Recorder's Office on January 27, 2010. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated May 6, 2011 from AAMCOM Management LLC requesting the civil penalties be waived.

Fees associated with the one abatement and inspections total $2,868.94 (including interest). Total owed on the case including civil penalties is $20,868.94. To date, no payments have been made.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY — CITY OF LAS VEGAS — Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Devin S. Smith
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

77932

Please type and/or print
Submit only one signed original

Date of Application: 5/6/11

Location and/or address of subject property:

Nearest major intersection: SAHARA AND LAS VEGAS BLVD.

Street Address: 224 W. BALTIMORE AVE. LAS VEGAS, NV

Parcel Number: 162-04-813-003

Applicant's Address/Contact Information:
Name: AAMCOM MANAGEMENT, LLC
(please check the following the applies)
☐ Owner ☐ Purchaser ☐ Agent ☒ Other *(explain)* TRUSTEE
Street Address/PO Box: 536 E. ST. LOUIS AVE.
City: LAS VEGAS State: NV Zip Code: 89104
Phone No: 702-731-3163 E-mail: DJC@AAMCOMLV.COM Fax No: 702-731-0185

Property Owner's Address/Contact Information: (if different from applicant):
Name: JOHNCYN IRREVOCABLE BUSINESS TRUST
Street Address/PO Box: 536 E. ST. LOUIS AVE.
City: LAS VEGAS State: NV Zip Code: 89104
Phone No: E-mail: Fax No:

Amount of City of Las Vegas Lien on the Property: $ 20,824.55

Amount requested to be considered for waiving and/or reduced? $ 19,625.55

Signature of Applicant: [signature] Date: 5/6/11

Signature of Owner: [signature] Date: 5/6/11

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

JOHNCYN IRREVOCABLE BUSINESS TRUST IS A GROUP OF LOAN INVESTORS WHO ACQUIRED THIS PROPERTY THROUGH FORECLOSURE ON 3-15-11. THE PENALTIES WERE INCURRED BY THE PROPERTY OWNER WHO ALSO DEFAULTED ON THE LOAN. THE INVESTORS ARE WILLING TO PAY THE $1,199.00 ABATEMENT FEES FOR WHATEVER VIOLATIONS MAY HAVE OCCURED AND REQUEST REMOVAL OF ALL LATE PENALTIES.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

VACANT LOT

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

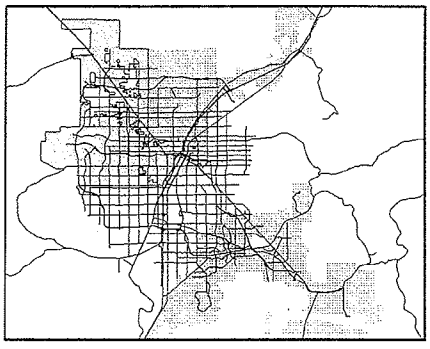
HOLD TO SELL

224 WEST BALTIMORE AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet



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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

224 WEST BALTIMORE AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map

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PLANNING & DEVELOPMENT

Hard Costs:	Assessed	Paid	Outstanding
Abatement Costs:	$1,199.00		$1,199.00
Administrative Fee:	$179.85		$179.85
Inspection Fees	$1,200.00		$1,200.00
Late Fees:	$120.00		$120.00
Interest:	$170.09		$170.09
Totals:	**$2,868.94**	$0.00	$2,868.94

Civil Penalties:			
Civil Penalties Assessed:	$2,450.00		$2,450.00
Daily Civil Penalties Assessed:	$15,550.00	$0.00	$15,550.00
Total Civil Penalties:	**$18,000.00**	$0.00	**$18,000.00**

Total Owed:	**$20,868.94**
Total Paid:	**$0.00**
Total Outstanding Fees/Fines Case #77632	**$20,868.94**

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

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ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **224 WEST BALTIMORE AVENUE – Case No. 77632**. The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$20,868.94 (including interest)** were imposed. Owner of record: **JOHNCYN IRR BUSINESS TRUST ET AL – WARD 3 (COFFIN)**

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 /02.229.6011
TTY 702 386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1209 Norman Avenue for fees in the amount of $2,801 (General Fund) and assess a maximum of $28,000 in daily civil penalties. PROPERTY OWNER: JACK D & KATHY E LAINO - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,801
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $48,300.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,460 invoice for Weaver Construction, $219 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $2,801 to be recorded immediately, and consider assessing a maximum of $28,000 in daily civil penalties to be recorded on or after May 20, 2012.

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 Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1209 Norman Avenue for fees in the amount of $2,801 (General Fund) and assess a maximum of $28,000 in daily civil penalties. PROPERTY OWNER: JACK D & KATHY E LAINO – Ward 3 (Coffin)

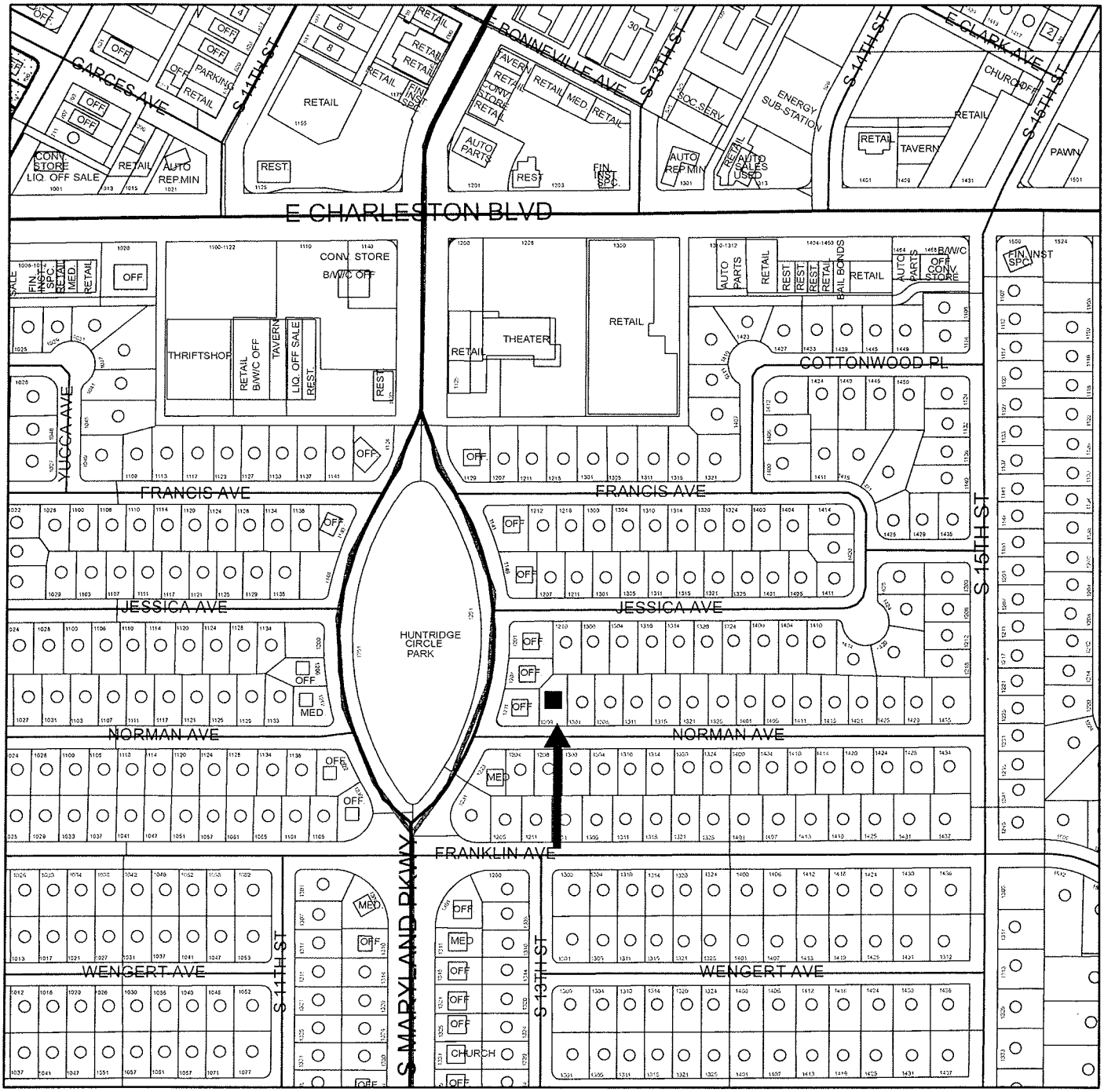
Weaver Construction completed work on July 14, 2011 at a cost of $1,460; $1,122 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,801.

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.

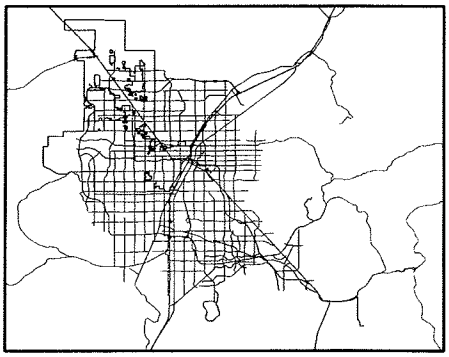
1209 NORMAN AVENUE
CROSS STREETS - CHARLESTON//MARYLAND

City of Las Vegas Vicinity Map



N

0 175 350 700 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only

Geographic Information System

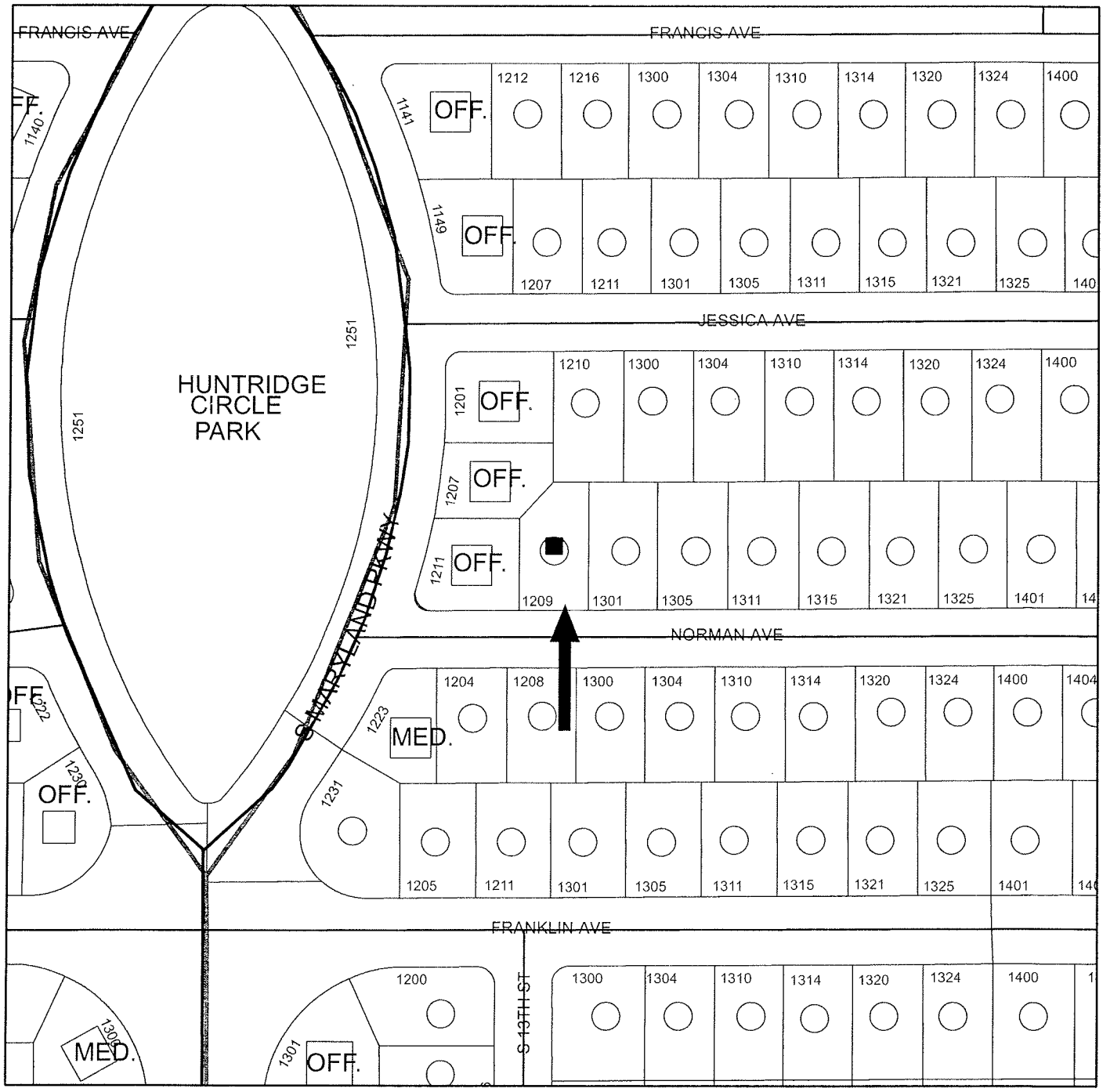
Planning & Development Dept.

702-229-6301

PLANNING & DEVELOPMENT

1209 NORMAN AVENUE
CROSS STREETS - CHARLESTON//MARYLAND

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: August 31, 2011

Re: Report of Expenses for the abatement of nuisance located at 1209 Norman Avenue - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on July 14, 2011 at a cost of $1,460.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$680.00
Remove all trash and debris.	$450.00
Remove all high grass and weeds, and apply herbicide.	$330.00
AMOUNT DUE:	$1,460.00
Administrative Processing Fee:	$219.00
Sub-Total:	$1,679.00
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,801.00**
Daily Civil Penalties – 56 days @ $500 a day (including civil penalty fees already assessed) May 20, 2011 to July 14, 2011	**$28,000.00**
MAXIMUM TOTAL:	**$30,801.00**
OWNER OF RECORD	JACK D. & KATHY E. LAINO
PROPERTY ABATED:	1209 Norman Avenue
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-02-115-059
LEGAL DESCRIPTION:	HUNTRIDGE SUB TRACT 3
	PLAT BOOK 2 PAGE 54
	LOT 34 BLOCK 9

VRO:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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 **1209 NORMAN AVENUE – Case No. 99396**. The Director of Building and Safety certifies that the sum of **$2,801.00** was expended and Civil Penalties in the sum of **$28,000.00** may be imposed for a total of **$30,801.00**. Owner of record at time of abatement: **JACK D & KATHY E LAINO – WARD 3 (COFFIN)**

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
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www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 99396

1209 NORMAN AVE - Map # 02526-21 Parcel 16202115059

Owner Information:

LAINO JACK D & KATHY E
1209 NORMAN AVE
LAS VEGAS, NV 89104-1729

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Weeds. Trash/debris. Vagrants. Open gate leading to backyard.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: March 22, 2011

Ward: 3

Date Case Resolved: July 18, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
4/26/11	OPEN	BOARDED STRUCTURE
ALL BOARDS MUST BE PAINTED A SIMILAR COLOR AS THE STRUCTURE		
5/9/11	OPEN	BOARDED STRUCTURE
ALL BOARDS MUST BE PAINTED A SIMILAR COLOR AS THE STRUCTURE		
AN-003: 9.04.010 (4) REFUSE & WASTE		
4/19/11	OPEN	All Yards
Remove all refuse, wood, furniture, debris.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
3/24/11	COMPLIED 07/18/11	Entire property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		

Chronology of Events:

March 24, 2011 **Insp#: 1103525**

33) Property is secure, no signs of vagrants, weeds in rear are way to high would be able to see traffic, Notified owner, Call back set for 04/06/11.

March 24, 2011 **CORRECTION NOTICE ISSUED**

April 04, 2011 **PHONE CALL**

Hotline: Kathy Laino called and would like #33 to come & reinspect as she has cleaned up the property. Kathy can be reached @ 364-3607.

April 06, 2011 **Insp#: 1104945**

33) Property has had fire, and has been boarded by Bausch, some weeds have been pulled, added case for refuse and waste, will go to Notice and order, Call back set for 04/19/11.

April 06, 2011 **CORRECTION NOTICE ISSUED**

April 06, 2011	**CORRECTION NOTICE ISSUED**
April 12, 2011	**CORRESPONDENCE RECEIVED/SENT**
	ed) Another complaint has been submitted regarding this address via the City Web site.
April 26, 2011	**Insp#: 1110366**
	33) Failed inspection, aparent fire at location, unable to get ahold of owner, going to Notice and Order. Photo's taken and assessed fee's. Call back set for 05/09/11.
April 26, 2011	**CORRECTION NOTICE ISSUED**
May 10, 2011	**NOTICE AND ORDER PROCESSING**
	21)return file to 33 for posting mailings done
May 10, 2011	**NOTICE AND ORDER ISSUED**
May 11, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 5/10/11
May 11, 2011	**Insp#: 1119394**
	33) Posted Notice and order on front door, photo's taken, failed inspection, affidavit completed, call back set for 05/23/11.
May 23, 2011	**Insp#: 1126150**
	33) No change, photo's taken, fees assessed, to bids, call back set for 06/07/11.
May 24, 2011	**BID REQUEST BY OFFICER**
	21)refer file to office JR for contractor bids
May 24, 2011	**BID PREPERATION**
	Bid prep.
May 24, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 5/31.
June 02, 2011	**BID RECEIVED**
	Per #21; proceed with one bid. Recorded & scanned bid received:1)Weaver=$1460
June 02, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #33
June 02, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
June 06, 2011	**Insp#: 1130200**
	33) Posted Notice before Abatement, fee's assessed, photo's taken, affidavit completed, call back set for 06/16/11.
June 16, 2011	**Insp#: 1135410**
	33) Side door is open and building is accessible, photo's taken and failed inspection, no change, case forwarded to 21 for start of abatement. Call back set for 06/28/11.
June 20, 2011	**PROCEED WITH ABATEMENT**
	21)refer file to JR to proceed
June 22, 2011	**ADMINSTRATIVE**
	Request to proceed with Award Letter from DSS. Pending.

June 27, 2011	**ADMINSTRATIVE**	
	Approval to proceed with PO received from DSS. PO requested. Pending.	
July 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid Awarded to Weaver. Award Letter sent. Copy given to #21. Pending start date.	
July 11, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video-photos in cc items file	
July 12, 2011	**VIDEO REQUEST**	
	Before Video Request given to #21.	
July 18, 2011	**Insp#: 1140981**	
	33) Closed, abated	
July 20, 2011	**VIDEO REQUEST**	
	After video given to #21	
July 20, 2011	**POST-ABATEMENT VIDEO**	
	21)no video- post photos in cc items file	
July 20, 2011	**ADMINSTRATIVE**	
	Invoiced received. Recorded & scanned into Details tab. File given to #19.	
July 26, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff LD for agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	04/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/26/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	04/26/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/11/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	05/11/2011	
LATE FEE	$12.00	U	05/21/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/23/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	05/23/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	06/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/06/2011	
LATE FEE	$18.00	U	06/10/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/16/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	06/16/2011	
NUISANCE ABATEMENT FEE	$1,460.00	U	07/20/2011	
ADMINISTRATIVE	$219.00	U	07/20/2011	

Total Amount Due: **$4,679.00**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	5/31/11

Bid Amount: 1,460.00
Bid Award Date: 7/7/11
Contractor Start Date:

Description:

Board/secure open doors/windows. Cut/remove grass/weeds. Herbicide. Remove trash/debris.

APN 162-02-115-059

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JACK D. & KATHY E. LAINO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-02-115-059**
Commonly known as: **1209 Norman Avenue**
Legal Description: **HUNTRIDGE SUB TRACT 3**
PLAT BOOK 2 PAGE 54
LOT 34 BLOCK 9

On **July 14, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,801.00** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$28,000.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above Actual Cost in the amount of **$2,801.00**, be immediately assessed against the property by means of this Lien of Assessment with the lien 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.

NOTE: The City Council ordered the above civil penalties in the amount of **$28,000.00** be assessed against the property by recording a Lien of Assessment on or after **May 20, 2012**.

_____
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 #99396

APN 162-02-115-059

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JACK D. & KATHY E. LAINO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-02-115-059**
Commonly known as: **1209 Norman Avenue**
Legal Description: **HUNTRIDGE SUB TRACT 3**
PLAT BOOK 2 PAGE 54
LOT 34 BLOCK 9

On **July 14, 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.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$28,000.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above charges in the amount of **$28,000.00**, 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)
)
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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 #99396

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4520 East Ogden Avenue for fees in the amount of $4,710 (General Fund) and assess a maximum of $31,000 in daily civil penalties. PROPERTY OWNER: ROSA I CASTRO DEANDRADE AND JOSE ANDRADE - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,710
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows, remove room addition, fencing, and deteriorated wood shade cover, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $51,200.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $3,120 invoice for Weaver Construction, $468 administrative fee, $1,122 in reinspection fees (including late fees) for a total of $4,710 to be recorded immediately, and consider assessing a maximum of $31,000 in daily civil penalties to be recorded on or after June 10, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
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7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4520 East Ogden Avenue for fees in the amount of $4,710 (General Fund) and assess a maximum of $31,000 in daily civil penalties. PROPERTY OWNER: ROSA I CASTRO DEANDRADE AND JOSE ANDRADE – Ward 3 (Coffin)

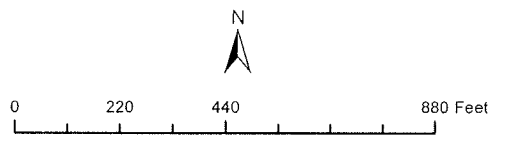
Weaver Construction completed work on August 10, 2011 at a cost of $3,120; $1,122 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $4,710.

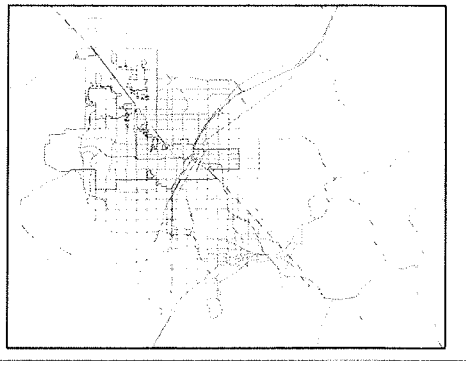
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

4520 EAST OGDEN AVENUE
CROSS STREETS - LAMB//STEWART

City of Las Vegas Vicinity Map





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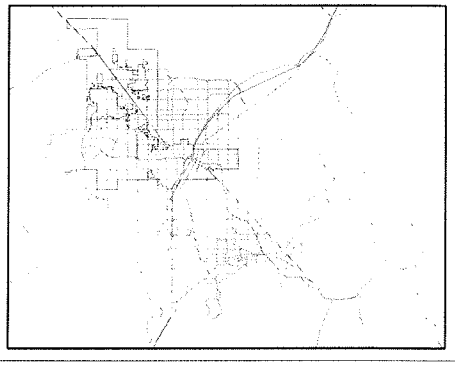
702-229-6301

PLANNING & DEVELOPMENT

4520 EAST OGDEN AVENUE
CROSS STREETS - LAMB//STEWART

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: August 31, 2011

Re: Report of Expenses for the abatement of nuisance located at 4520 East Ogden Avenue - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing room addition, fencing, and deteriorated wood shade cover, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on August 10, 2011 at a cost of $3,120.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$175.00
Remove all high grass and weeds, and apply herbicide.	$355.00
Remove all trash and debris.	$550.00
Secure/board doors under carport	$225.00
Remove room addition, fencing, deteriorated wood shade cover.	$1,815.00
AMOUNT DUE:	$3,120.00
Administrative Processing Fee:	$468.00
Sub-Total:	$3,588.00
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$4,710.00**
Daily Civil Penalties – 62 days @ $500 a day (including penalty fees already assessed) June 10, 2011 to August 10, 2011	**$31,000.00**
MAXIMUM TOTAL:	**$35,710.00**
OWNER OF RECORD	ROSA I CASTRO DEANDRADE
	AND JOSE ANDRADE
PROPERTY ABATED:	4520 East Ogden Avenue
	Las Vegas, NV 89110
ASSESSOR PARCEL:	140-32-310-133
LEGAL DESCRIPTION:	CHARLESTON GARDENS #1
	PLAT BOOK 8 PAGE 40
	LOT 158 BLOCK 5

VRO:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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 **4520 EAST OGDEN AVENUE– Case No. 101674**. The Director of Building and Safety certifies that the sum of **$4,710.00** was expended and Civil Penalties in the sum of **$31,000.00** may be imposed for a total of **$35,710.00**. Owner of record at time of abatement: **ROSA I CASTRO DEANDRADE AND JOSE ANDRADE – WARD 3 (COFFIN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 101674

4520 E OGDEN AVE - Map # 02429-62 Parcel 14032310133

Owner Information:

DEANDRADE ROSA I CASTRO
4520 OGDEN AVE
LAS VEGAS, NV 89110-4687

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Tall weeds and grass.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 10, 2011

Ward: 3

Date Case Resolved: August 11, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-005: UAC 301.1 PERMITS REQUIRED

5/12/11 OPEN Rear

Remove semi-finished non-permitted room addition in rear of residence.
Remove semi-finished non-permitted room addition in rear of residence. Remove deteriorated wood shade cover.
Remove semi-finished non-permitted room addition in rear of residence.Remove deteriorated wood shade cover.

AB-006: 16.08.010 UDB SEC 403

5/12/11 OPEN All points of entry

Secure all structures to City of Las Vegas specifications. Access available through damaged front door to residence.
Secure all structures to City of Las Vegas specifications. Secure at time of this imspection.

AN-003: 9.04.010 (4) REFUSE & WASTE

5/12/11 OPEN All areas

Remove all refuse and waste from all areas of property. Maintain at all times. To include::screens, tiles, doors, temporary fencing, broken glass, fallen Christmas lights, loose trash.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

5/12/11 COMPLIED 08/11/11 All yards

Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. Apply ample herbicide to deter regrowth,

AN-009: 9.04.010 (7)(D) DILAPIDATED

5/12/11 OPEN Carport

Closet doors and storage doors missing and fallen, repair.

Chronology of Events:

May 12, 2011 **Insp#: 1124979**

17) Residence is vacant and secure, no pool, no power. Remove semi-finished non-permitted room addition in rear of residence. Closet doors and storage doors missing and fallen, repair. To include::screens, tiles, doors, temporary fencing, broken glass, fallen Christmas lights, loose trash.Apply ample herbicide to deter regrowth, cn1 posted and mailed, cb 5/23

May 23, 2011 **Insp#: 1126620**

17) Pix, assess fee, swtich to N&O, no change.

May 31, 2011	**NOTICE AND ORDER PROCESSING**	
	21)return file to 17 for posting mailing done	
May 31, 2011	**NOTICE AND ORDER ISSUED**	
May 31, 2011	**Insp#: 1130272**	
	17) No change in condition, N&O posted, cb 6/10	
June 09, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 5/31/11	
June 14, 2011	**Insp#: 1133106**	
	17) pix, continue with abatement, residence is now accessible through front door which has been kicked in.	
June 20, 2011	**CORRECTION NOTICE ISSUED**	
June 22, 2011	**BID REQUEST BY OFFICER**	
	21)refer file to office staff JR for bids	
June 23, 2011	**BID PREPERATION**	
	Bid prep.	
June 23, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 6-30-11	
June 28, 2011	**Insp#: 1139681**	
	17) No change in condition, bids due back on 07/30, awaiting 10-day.	
July 05, 2011	**BID RECEIVED**	
	Recorded & scanned bid received: 1)Weaver=#3120	
July 06, 2011	**ADMINSTRATIVE**	
	Bid approval given to #21. Pending.	
July 06, 2011	**ADMINSTRATIVE**	
	10 day sent. File given to #17 for posting.	
July 06, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
July 06, 2011	**Insp#: 1145828**	
	17) Posted 10-day, no change in condition. cb 7/16	
July 18, 2011	**Insp#: 1148930**	
	17) Award bid. Status unchanged.	
July 19, 2011	**PROCEED WITH ABATEMENT**	
	21)refer file to office staff JR to continue abatement	
July 21, 2011	**PHONE CALL**	
	ed) Received a telephone call from Elmer Milla with Centro Hispano Law Group (702.253.9833). Deandra De Rosa Castro is their client and she no longer owns property. Filed bankruptsy, discarged on July 11, 2011. Filed in April 2011.	
July 25, 2011	**PHONE CALL**	
	17) Returned call to Emler, legal advisor for owner of record at office - 253-9833, explained clients would continue to receive correspondence. He understood.	

July 26, 2011	**ADMINSTRATIVE**	
	Received approval from DSS to proceed with PO.	
July 26, 2011	**ADMINSTRATIVE**	
	PO requested. Pending DSS approval.	
July 28, 2011	**ADMINSTRATIVE**	
	Received PO approval.	
July 28, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Weaver. Pending start date.	
August 03, 2011	**VIDEO REQUEST**	
	Before Video request given to #21.	
August 04, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video- pre photos in cc items file	
August 11, 2011	**Insp#: 1152774**	
	17) Abated, close	
August 16, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #21.	
August 17, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff LD to place on agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/23/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/31/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/31/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/14/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/14/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/28/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	06/28/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/06/2011	
LATE FEE	$12.00	U	07/07/2011	
LATE FEE	$18.00	U	07/15/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/18/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/18/2011	
NUISANCE ABATEMENT FEE	$3,120.00	U	08/16/2011	
ADMINISTRATIVE	$468.00	U	08/16/2011	

Total Amount Due: **$6,588.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	7/1/11

Bid Amount: 3,120.00
Bid Award Date: 7/28/11
Contractor Start Date:

Description:

Board all open doors/windows. Remove/cut weeds/grass, refuse/waste, addition. Secure doors @ carport

APN 140-32-310-133

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ROSA I. CASTRO DEANDRADE AND JOSE ANDRADE**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-32-310-133**
Commonly known as: **4520 East Ogden Avenue**
Legal Description: **CHARLESTON GARDENS #1**
PLAT BOOK 8 PAGE 40
LOT 158 BLOCK 5

On **August 10, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$4,710.00** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$31,000.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above Actual Cost in the amount of **$4,710.00**, be immediately assessed against the property by means of this Lien of Assessment with the lien 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.

NOTE: The City Council ordered the above civil penalties in the amount of **$31,000.00** be assessed against the property by recording a Lien of Assessment on or after **June 10, 2012**.

_____
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 #101674

APN 140-32-310-133

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ROSA I. CASTRO DEANDRADE AND JOSE ANDRADE**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-32-310-133**
Commonly known as: **4520 East Ogden Avenue**
Legal Description: **CHARLESTON GARDENS #1**
PLAT BOOK 8 PAGE 40
LOT 158 BLOCK 5

On **August 10, 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.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$31,000.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above charges in the amount of **$31,000.00**, 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.

_____
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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 #101674

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 604 Kasper Avenue for fees in the amount of $3,569 (General Fund) and assess a maximum of $63,500 in daily civil penalties. PROPERTY OWNER: FLORA J REED AND LEON TURNER - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,569
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Blast Janitorial Services to board all open doors and windows, repair chain link fence in back yard and remove dilapidated chain link fence in front yard, remove all trash, debris, dirt piles, high grass and weeds, and apply herbicide. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $46,600.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $2,300 invoice for Blast Janitorial Services, $345 administrative fee, $924 in reinspection fees (including late fees) for a total of $3,569 to be recorded immediately, and consider assessing a maximum of $63,500 in daily civil penalties to be recorded on or after March 10, 2012.

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 Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 604 Kasper Avenue for fees in the amount of $3,569 (General Fund) and assess a maximum of $63,500 in daily civil penalties. PROPERTY OWNER: FLORA J REED AND LEON TURNER – Ward 5 (Barlow)

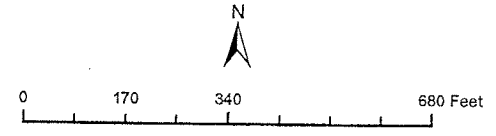
Blast Janitorial Services completed work on July 14, 2011 at a cost of $2,300; $924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $3,569.

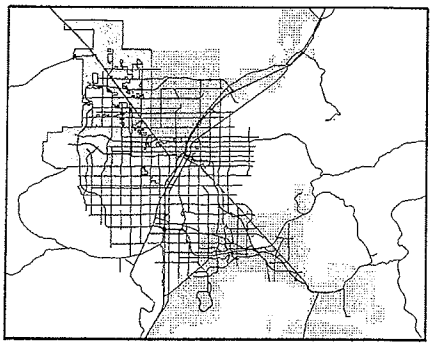
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

604 KASPER AVENUE
CROSS STREETS - H STREET//LAKE MEAD

City of Las Vegas Vicinity Map





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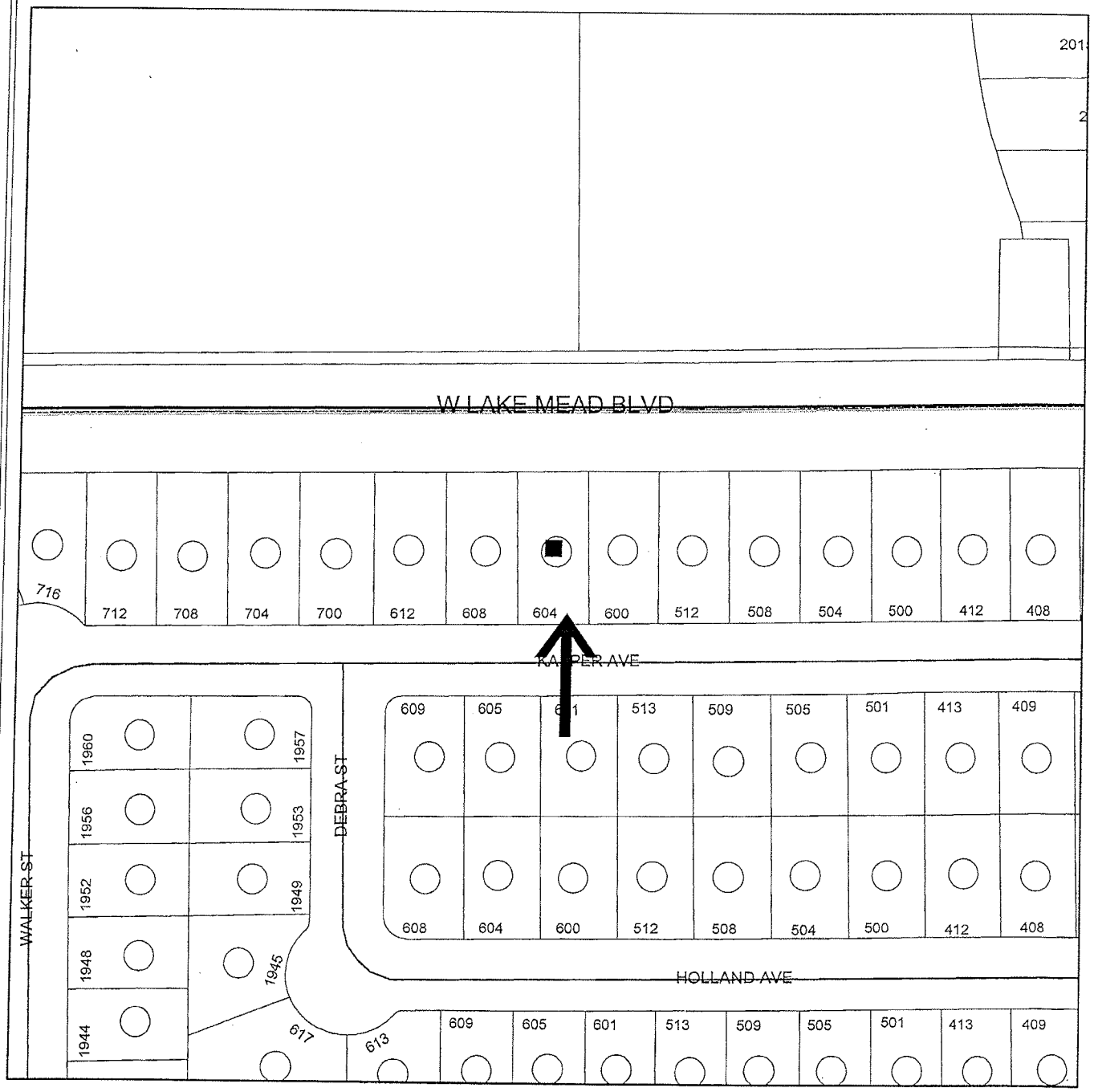
PLANNING & DEVELOPMENT

604 KASPER AVENUE
CROSS STREETS - H STREET//LAKE MEAD

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: August 31, 2011

Re: Report of Expenses for the abatement of nuisance located at 604 Kasper Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, repairing chain link fence in back yard, and removing dilapidated chain link fence in front yard, removing all trash, debris, dirt piles, high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on July 14, 2011 at a cost of $2,300.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$1,235.00
Remove all high grass and weeds, and apply herbicide.	$250.00
Remove all trash, debris, and dirt piles.	$565.00
Repair chain link fence in back yard and remove dilapidated chain link fence in front yard.	$250.00
AMOUNT DUE:	$2,300.00
Administrative Processing Fee:	$345.00
Sub-Total:	$2,645.00
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$3,569.00**
Daily Civil Penalties – 127 days @ $500 a day (including civil penalty fees already assessed) March 10, 2011 to July 14, 2011	**$63,500.00**
MAXIMUM TOTAL:	**$67,069.00**
OWNER OF RECORD	FLORA J. REED AND LEON TURNER
PROPERTY ABATED:	604 Kasper Avenue
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-22-310-027
LEGAL DESCRIPTION:	SUNSET MANOR TR #3
	PLAT BOOK 5 PAGE 86
	LOT 27 BLOCK A

VRO:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-878-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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 **604 KASPER AVENUE– Case No. 97931**. The Director of Building and Safety certifies that the sum of **$3,569.00** was expended and Civil Penalties in the sum of **$63,500.00** may be imposed for a total of **$67,069.00**. Owner of record at time of abatement: **FLORA J REED AND LEON TURNER – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 97931

604 KASPER AVE - Map # 02225-52 Parcel 13922310027

Owner Information:

REED FLORA J
604 KASPER AVE
LAS VEGAS, NV 89106-2638

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house. Fire distroyed house. Trash/debris in front and back yard. Fence behind house is down, access to back yard. Vagrants going onto property.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: February 09, 2011

Ward: 5

Date Case Resolved: July 25, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
2/14/11	COMPLIED 07/25/11	Property
Please board/secure property against entry to City of Las Vegas specification and maintain at all times.		
AB-006L: 16.08.010 UDB SEC 302 (12)		
2/14/11	OPEN	Property
Please board/secure building to City of Las Vegas Specifications to prevent an attractive nuisance to children and a harbor for vagrants.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
2/14/11	OPEN	Property
Please remove all refuse and waste from property and maintain at all times. Including tree limbs and trash.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
2/14/11	OPEN	Property
Please cut/remove all high weeds over 8 inches in height within public view and maintain at all times.		
AN-009: 9.04.010 (7)(D) DILAPIDATED		
2/14/11	OPEN	Fence
Please repair dilapidated fence around property line and maintain at all times.		

Chronology of Events:

February 14, 2011 **Insp#: 1088327**

36) 2-14 Went to property with 21) and going straight to notice and order. Took pictures. Called Mr. Turner who was the contact from old case 401-5101. I left message that this property was going to Notice and Order and left my number for him to call. High weeds, refuse and waste, property is not boarded to City of Las Vegas specifications, dilapidate fence in back and front of property. Sewer has 713 W Nelson in NLV. CC mail copy of notice and order to that address.

February 26, 2011 **PHONE CALL**

36) 2-26 Tried to call Mr. Turner again about property. I left message for him to call me.

February 28, 2011 **NOTICE AND ORDER PROCESSING**

21)REFER FILE TO 36 FOR POSTING ALL MAILINGS DONE

February 28, 2011	**NOTICE AND ORDER ISSUED**
February 28, 2011	**Insp#: 1089996**
	36) 2-28 POSTED NOTICE AND ORDER at property. All violations still present at property. There are addional tree trimmings in back yard. I spoke with owner today Leon, he called from 649-7711. He is currently in the hospital and will not be able to work on property. I explained that I was posting Notice and Order today and if he could get some friends or someone to help. He indicated to me just to let the contractors take care of it. He said he did try to get the property out of his name but could not for some reason. Took pictures.
March 13, 2011	**Insp#: 1094704**
	36) 3-13 Property is getting worse. There are piles of dirt being dumped in front yard. No work has been done. Failed inspection. Took pictures. I will prepare abatement bid sheet for 21) to review.
March 14, 2011	**PHONE CALL**
	36)3-14 I spoke to Leon to confirm address and he now wants to clean property up. He asked for two weeks to get the work done. I gave him my number if he has any question.
March 28, 2011	**Insp#: 1099858**
	3-14 Spoke to owner, he wants to do the work now. Setting out 2 weeks. 3-28 No work has been done. Took pictures. Gave to 21) to continue abatement.
March 31, 2011	**BID REQUEST BY OFFICER**
	21)refer file to office staff JR for contract bids
March 31, 2011	**BID PREPERATION**
	Bid prep.
March 31, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 04-06.
April 07, 2011	**BID RECEIVED**
	Recorded & scanned bids received: 1)Blast=$2085; 2)Weaver=$2300
April 07, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent to Flora Reed, Kasper Ave, Nelson. File given to #36 for posting.
April 07, 2011	**ADMINSTRATIVE**
	Bid approval given to #21. Pending.
April 07, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
April 08, 2011	**Insp#: 1106180**
	36) 4-8 POSTED 10 DAY BEFORE ABATEMENT at property. Property still not in complaince. Took pictures. Call back 4-22
April 17, 2011	**CORRESPONDENCE RECEIVED/SENT**
	36) Certified mail 7008-1140-0002-2470-8213 shows accepted but I have the returned certified mail, moved- left no address, but green slip is gone.
April 23, 2011	**Insp#: 1111856**
	36) 4-23 Property still no in compliance. All violations still present. Took pictures and I will forward case to 21) to continue abatement.
May 24, 2011	**PROCEED WITH ABATEMENT**
	21)refer to office staff for abatement by contactor
May 24, 2011	**ADMINSTRATIVE**
	Emailed DSS for PO approval. Pending.

May 24, 2011	**ADMINSTRATIVE**	
	PO requested. Pending DSS approval.	
May 31, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to Blast. Award letter sent. Pending start date.	
June 01, 2011	**ADMINSTRATIVE**	
	Start date of June 6, 2011	
June 01, 2011	**VIDEO REQUEST**	
	Before video request given to #21.	
June 02, 2011	**PRE-ABATEMENT VIDEO**	
	21)photos in cc items file video in f drive	
July 20, 2011	**VIDEO REQUEST**	
	After Video Request given to #21.	
July 20, 2011	**POST-ABATEMENT VIDEO**	
	21)no vildeo- photos in cc items file	
July 20, 2011	**ADMINSTRATIVE**	
	Received and recorded invoice. File given to #19.	
July 25, 2011	**Insp#: 1118320**	
	36) 7-25 Property clean and secure. Property has been abated per 21) Case close.	
July 26, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff LD to place on agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	02/28/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/13/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	03/13/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/28/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	03/28/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/08/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	04/08/2011	
LATE FEE	$12.00	U	04/14/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	04/23/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/23/2011	
LATE FEE	$18.00	U	04/27/2011	
NUISANCE ABATEMENT FEE	$2,300.00	U	07/20/2011	
ADMINISTRATIVE	$345.00	U	07/20/2011	

Total Amount Due: **$4,965.00**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	A	4/6/11

Bid Amount: 2,085.00
Bid Award Date: 5/31/11
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	4/6/11

Bid Amount: 2,300.00
Bid Award Date:
Contractor Start Date:
Description:

APN 139-22-310-027

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **FLORA J. REED AND LEON TURNER**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-22-310-027**
Commonly known as: **604 Kasper Avenue**
Legal Description: **SUNSET MANOR TR #3**
PLAT BOOK 5 PAGE 86
LOT 27 BLOCK A

On **July 14, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$3,569.00** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$63,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above Actual Cost in the amount of **$3,569.00**, be immediately assessed against the property by means of this Lien of Assessment with the lien 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.

NOTE: The City Council ordered the above civil penalties in the amount of **$63,500.00** be assessed against the property by recording a Lien of Assessment on or after **March 10, 2012**.

_____
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 #97931

APN 139-22-310-027

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **FLORA J. REED AND LEON TURNER**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-22-310-027**
Commonly known as: **604 Kasper Avenue**
Legal Description: **SUNSET MANOR TR #3**
PLAT BOOK 5 PAGE 86
LOT 27 BLOCK A

On **July 14, 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.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$63,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **September 7, 2011** ordered the above charges in the amount of **$63,500.00**, 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 #97931

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5225 Pebble Beach Boulevard for fees in the amount of $2,444.50 (General Fund) and assess a maximum of $83,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ALAN M RYAN - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,444.50
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Blast Janitorial Services to board all open doors and windows, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $49,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,150 invoice for Blast Janitorial Services, $172.50 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $2,444.50 to be recorded immediately, and consider assessing a maximum of $83,500 in daily civil penalties to be recorded on or after January 29, 2012.

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 Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5225 Pebble Beach Boulevard for fees in the amount of $2,444.50 (General Fund) and assess a maximum of $83,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ALAN M RYAN – Ward 5 (Barlow)

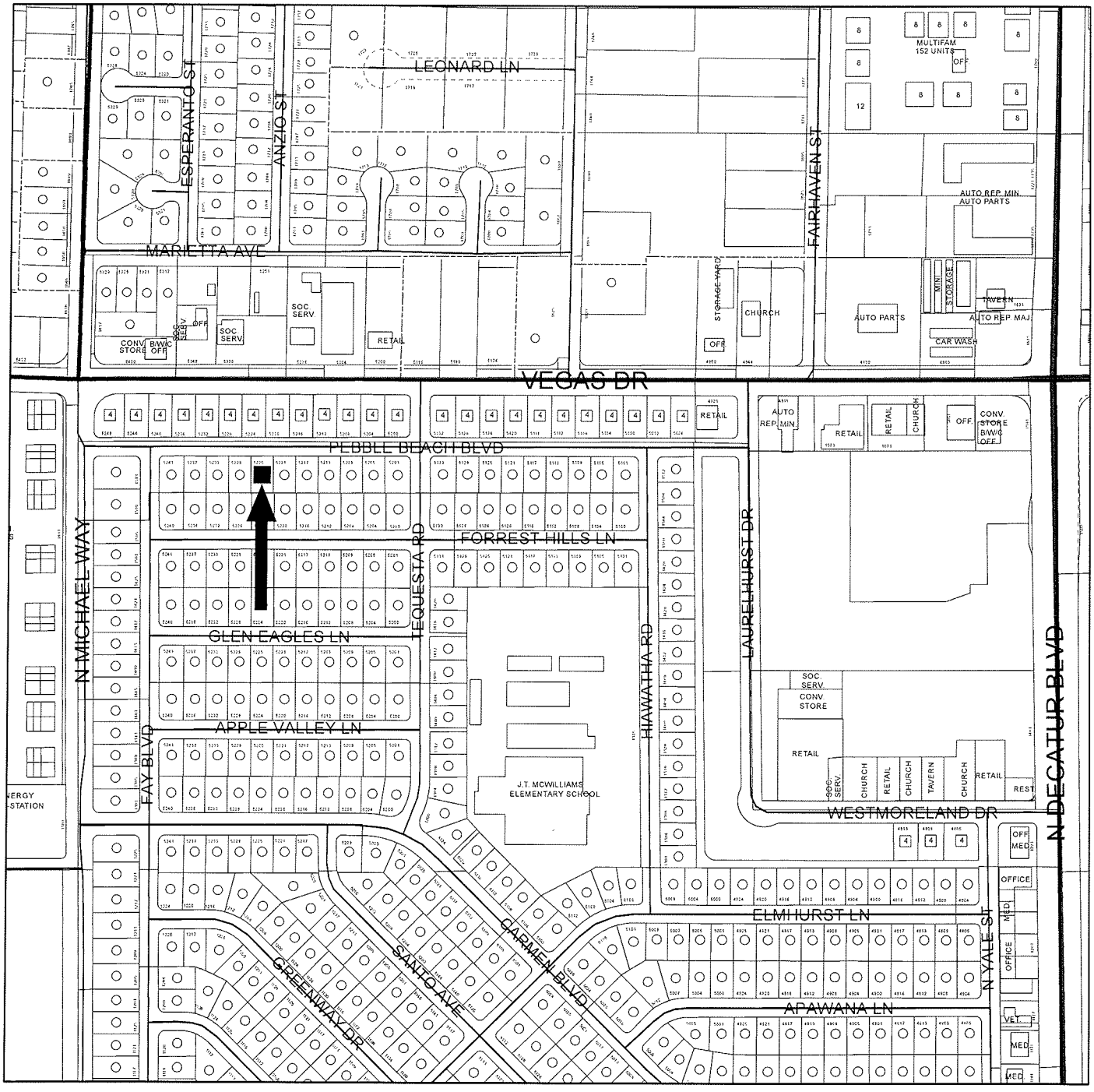
Blast Janitorial Services completed work on July 14, 2011 at a cost of $1,150; $1,122 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,444.50.

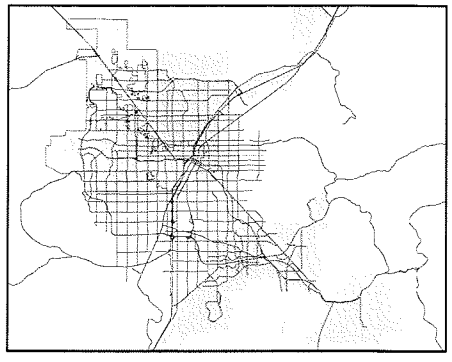
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

5225 PEBBLE BEACH BOULEVARD
CROSS STREETS - MICHAEL//VEGAS

City of Las Vegas Vicinity Map





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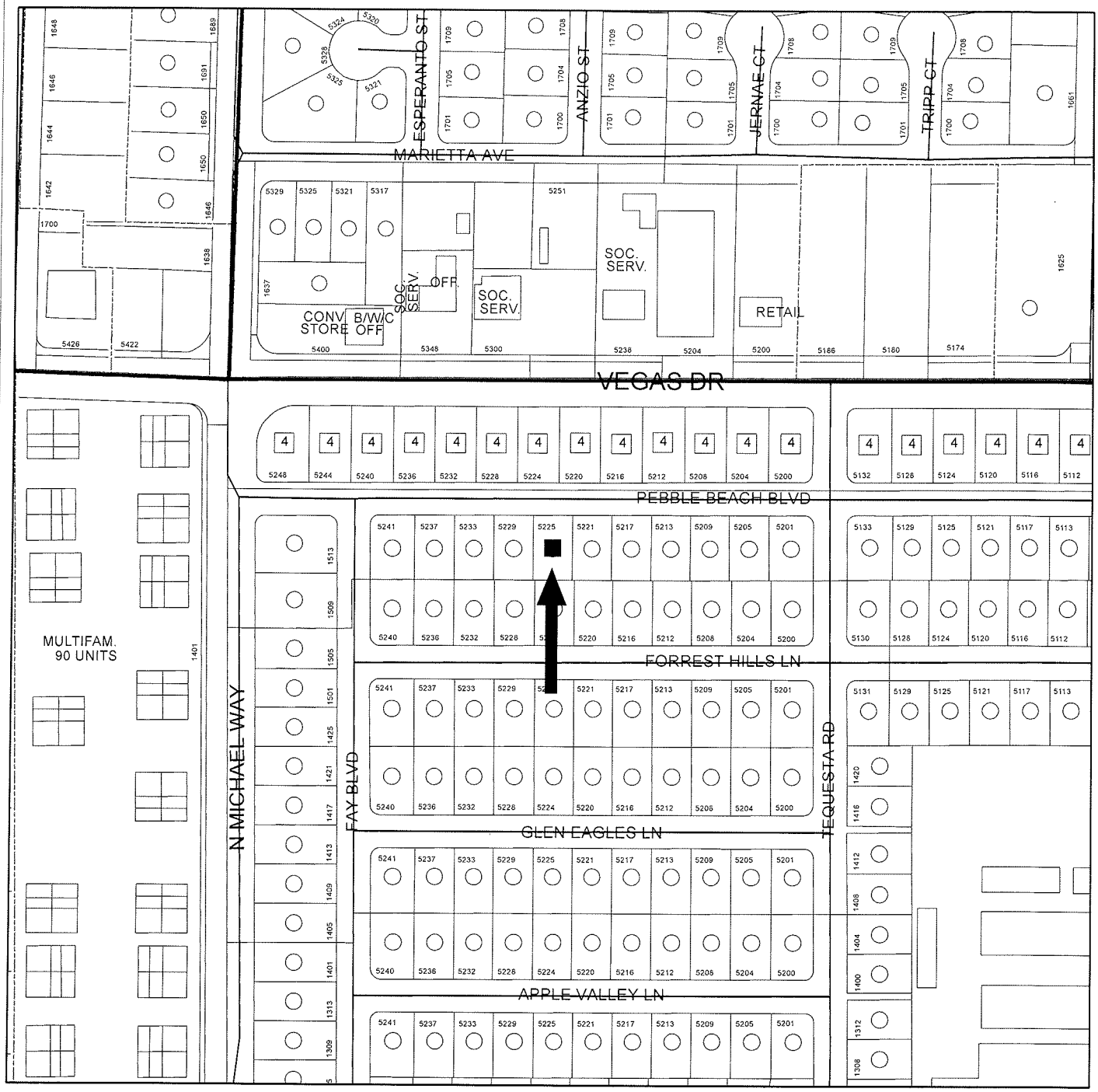
0 220 440 880 Feet

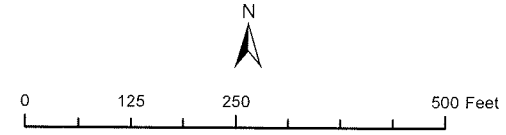
GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

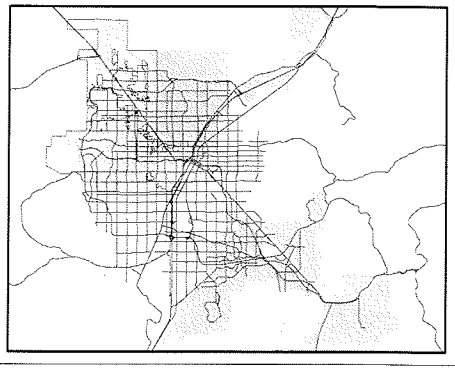
PLANNING & DEVELOPMENT

5225 PEBBLE BEACH BOULEVARD
CROSS STREETS - MICHAEL//VEGAS

City of Las Vegas Vicinity Map







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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: August 31, 2011

Re: Report of Expenses for the abatement of nuisance located at 5225 Pebble Beach Boulevard - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on July 14, 2011 at a cost of $1,150.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$600.00
Remove all high grass and weeds, and apply herbicide.	$300.00
Remove all trash and debris.	$250.00
AMOUNT DUE:	$1,150.00
Administrative Processing Fee:	$172.50
Sub-Total:	$1,322.50
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,444.50**
Daily Civil Penalties – 167 days @ $500 a day (including civil penalty fees already assessed) January 29, 2011 to July 14, 2011	**$83,500.00**
MAXIMUM TOTAL:	**$85,944.50**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O ALAN M. RYAN
PROPERTY ABATED:	5225 Pebble Beach Boulevard
	Las Vegas, NV 89108
ASSESSOR PARCEL:	138-25-511-007
LEGAL DESCRIPTION:	GOLFRIDGE TERRACE UNIT #7D
	PLAT BOOK 7 PAGE 2
	LOT 5 BLOCK 20

VRO:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
No: 09-9427-1 R. DIANA LAWVER
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

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MAYOR

STAVROS S. ANTHONY
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STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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 **5225 PEBBLE BEACH BOULEVARD – Case No. 96102**. The Director of Building and Safety certifies that the sum of **$2,444.50** was expended and Civil Penalties in the sum of **$83,500.00** may be imposed for a total of **$85,944.50**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O ALAN M RYAN – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 96102

5225 PEBBLE BEACH BLVD - Map # 02321-16 Parcel 13825511007

Owner Information:

RYAN ALAN M
5225 PEBBLE BEACH BLVD
LAS VEGAS, NV 89108-1425

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house, door wide open. People going in and out.

Case Assigned To: | Follow Up Inspection Date:

Date Case Opened: November 09, 2010 | Ward: 5

Date Case Resolved: June 30, 2011 | Source: CITZ

Property Info/Status: HOA: N | Vacant: N | Foreclosure: N | Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
11/10/10	OPEN	Main structure
Board / Secure all structures to City of Las Vegas specifications. Secure all structures to City of Las Vegas specifications.		
AB-006D: 16.08.010 UDB SEC 302 (04)		
11/10/10	OPEN	
12/26/10	OPEN	House
Secure all structures to City of Las Vegas specifications.		
AB-006L: 16.08.010 UDB SEC 302 (12)		
11/10/10	OPEN	
12/15/10	OPEN	Main Structure
Board / Secure all structures to City of Las Vegas specifications		
12/26/10	OPEN	House
Secure all structures to City of Las Vegas specifications.		
AB-006O: 16.08.010 UDB SEC 302 (15)		
11/10/10	OPEN	
AB-006Q: 16.08.010 UDB SEC 302 (17)		
12/15/10	OPEN	Main structure
Board / Secure all structures to City of Las Vegas specifications		
1/24/11	OPEN	House
Secure all structures to City of Las Vegas specifications		
AB-008O: HC-SEC 1001.4 NUISANCE		
11/10/10	OPEN	
AN-003: 9.04.010 (4) REFUSE & WASTE		
11/10/10	OPEN	front/side and rear yard
Remove all refuse and waste from all areas of property. Maintain at all times. remove all trash/debris from entire property and keep maintained		

AN-006: 9.04.010(7)(A) HIGH VEGETATION

11/10/10 OPEN front/side and rear yard

Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. cut all high weeds/grass and keep maintained

Chronology of Events:

November 10, 2010 **Insp#: 1060289**

30)11-10 Observed and open and accessible property with front broken door jam and front broken window, also high weeds/grass ; trash/debris throughout the entire property, mailed notice to property owner Ryan Alan 5225 Pebble Beach Blvd, Las Vegas Nv 89108, call back 11-20

November 10, 2010 **CORRECTION NOTICE ISSUED**

November 22, 2010 **Insp#: 1061179**

30)11-22 No change, a re-inspection $120 fee assessed to property owner Ryan Alan, 2nd notice posted, call back 12-2

November 22, 2010 **CORRECTION NOTICE ISSUED**

November 23, 2010 **CORRECTION NOTICE ISSUED**

December 15, 2010 **Insp#: 1064266**

30)12-15 No change on property, still open and accessible 3rd notice posted,call back 12-26

December 15, 2010 **CORRECTION NOTICE ISSUED**

January 19, 2011 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 1/19/11

January 19, 2011 **NOTICE AND ORDER PROCESSING**

21)refer to HL for posting mailing done

January 19, 2011 **CORRECTION NOTICE ISSUED**

January 19, 2011 **NOTICE AND ORDER ISSUED**

January 24, 2011 **Insp#: 1071337**

30)1-13 No change, will start Notice and Order

April 19, 2011 **BID REQUEST BY OFFICER**

21)refer file to office staff JR for bids

April 19, 2011 **BID PREPERATION**

Bid prep.

April 19, 2011 **BID REQUEST SENT**

RFQ sent to contractors. Bids due 04-25.

April 26, 2011 **BID RECEIVED**

Bids scanned & recorded: 1)Blast=$1150; 2)Weaver=$1340.

April 26, 2011 **10 DAY NOTICE PROCESSING**

10 day sent. File given to #30 for posting.

April 26, 2011	**ADMINSTRATIVE**	
	Bid approval given to #21.	
April 26, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
April 27, 2011	**Insp#: 1082503**	
	30)4-27 No change Notice before Abatement posted,call back 5-7	
May 09, 2011	**Insp#: 1120453**	
	30)5-9 No change, call back 5-19	
May 19, 2011	**Insp#: 1124353**	
	30)5-19 No change, property still open and accessible, status chech per 21), call back 6-1	
June 02, 2011	**PROCEED WITH ABATEMENT**	
	21)REFER TO OFFICE jr TO CONTINUE ABATEMENT	
June 02, 2011	**ADMINSTRATIVE**	
	Received approval from DSS to proceed with PO. PO requested. Pending.	
June 02, 2011	**Insp#: 1129455**	
	30)6-2 No change referred to 21) for abatement, call back 6-12	
June 13, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to Blast. Award letter sent to contractors. Pending start date.	
June 13, 2011	**Insp#: 1134356**	
	30)6-13 Per 21) bids still in process,extend for 10 days,call back 6-23	
June 23, 2011	**Insp#: 1138809**	
	30)6-23 Status check, no change, waiting for abatement,call back 6-30	
June 30, 2011	**Insp#: 1144035**	
	30)6-30 Property clean and secured,close	
July 20, 2011	**VIDEO REQUEST**	
	After Video Request given to #21.	
July 21, 2011	**POST-ABATEMENT VIDEO**	
	21)no video-photos in cc items file	
July 25, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #21.	
July 26, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff LD to place on agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	11/22/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/15/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	12/15/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	01/24/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	01/24/2011	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/29/2011	

THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	04/27/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/27/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/28/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	05/09/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/09/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	06/02/2011
NUISANCE ABATEMENT FEE	$1,150.00	U	07/25/2011
ADMINISTRATIVE	$172.50	U	07/25/2011

Total Amount Due: **$4,322.50**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**BLAST JANITORIAL**	**A**	**4/25/11**

Bid Amount: 1,150.00
Bid Award Date: 6/13/11
Contractor Start Date:
Description:
Board all doors/windows. Cut/remove high grass/weeds. Apply herbicide. Remove all trash/debris.

1	**NUISANCE**	**WEAVER**	**NA**	**4/25/11**

Bid Amount: 1,340.00
Bid Award Date:
Contractor Start Date:
Description:

APN 138-25-511-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O ALAN M. RYAN
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**138-25-511-007**
Commonly known as:	**5225 Pebble Beach Boulevard**
Legal Description:	**GOLFRIDGE TERRACE UNIT #7D**
	PLAT BOOK 7 PAGE 2
	LOT 5 BLOCK 20

On **July 14, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,444.50** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$83,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above Actual Cost in the amount of **$2,444.50**, be immediately assessed against the property by means of this Lien of Assessment with the lien 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.

NOTE: The City Council ordered the above civil penalties in the amount of **$83,500.00** be assessed against the property by recording a Lien of Assessment on or after **January 29, 2012**.

_____
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 #96102

APN 138-25-511-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O ALAN M. RYAN
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**138-25-511-007**
Commonly known as:	**5225 Pebble Beach Boulevard**
Legal Description:	**GOLFRIDGE TERRACE UNIT #7D**
	PLAT BOOK 7 PAGE 2
	LOT 5 BLOCK 20

On **July 14, 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.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$83,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above charges in the amount of **$83,500.00**, 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 #96102

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,040.85 and civil penalties in the amount of $40,000 recorded against the property located at 3156 Mediterranean Drive. PROPERTY OWNER: FANNIE MAE C/O FED NATL MTGE ASSN - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Mark Hostetler, representative for owner Fannie Mae, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 17, 2010. There was one abatement action conducted on this property September 16, 2009. The lien was recorded at Clark County Recorder's Office on February 24, 2010 for $2,040.85 in costs and $40,000 in civil penalties. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated June 22, 2011 from Mark Hostetler, representative for owner Fannie Mae, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,040.85 and civil penalties in the amount of $40,000 recorded against the property located at 3156 Mediterranean Drive. PROPERTY OWNER: FANNIE MAE C/O FED NATL MTGE ASSN – Ward 2 (Wolfson)

Today's hearing is a request from Mark Hostetler, representative for owner Fannie Mae, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 17, 2010. There was one abatement action conducted on this property September 16, 2009. The lien was recorded at Clark County Recorder's Office on February 24, 2010 for $2,040.85 in costs and $40,000 in Civil Penalties. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated June 22, 2011 from Mark Hostetler, representative for owner Fannie Mae, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections total $2,040.85. Total owed on the case including civil penalties is $42,040.85. To date, no payments have been made.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Devin S. Smith
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 – Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 6-22-11

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 3156 Mediterranean Dr

Parcel Number: 163-08-814-001

Applicant's Address/Contact Information:
Name: Mark Hostetler-Representative for Fannie Mae
(please check the following the applies)
☐ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)* _____
Street Address/PO Box: 8275 S Eastern Ave Ste 200
City: Las Vegas State: NV Zip Code: 89123
Phone No: 702-914-0925 E-mail: rea@welcomehomenevada.com Fax No: 702-938-1047

Property Owner's Address/Contact Information: (if different from applicant):
Name: Fannie Mae
Street Address/PO Box: 1000 Technology Dr Ste 314
City: O Fallon State: MO Zip Code: 63368-2239
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 42124.61

Amount requested to be considered for waiving and/or reduced? $ 42124.61

Signature of Applicant: _____ WHN-Realty Date: 6-22-11

Signature of Owner: _____ Date: 6-27-11

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

This property is bank owned. Violations and penalties were accrued prior to Fannie Mae being able to take complete possession of the property.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Fannie Mae has now taken full possession of this property and it was assigned to our office on 03-18-11. Since this time, Fannie mae has fully secured, cleaned, and renovated this home hereby removing all nuisances and enhancing its contribution to the nieghborhood.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

All nuisances have been removed and the property renovated. Fannie Mae requests the removal of all fines and liens totaling $42,124.61. Again, these items were remedied once Fannie Mae took full possession of this property.

3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN//DURANGO

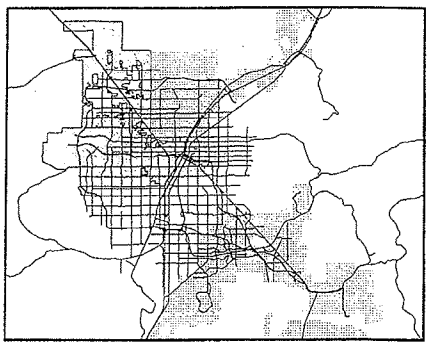
City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

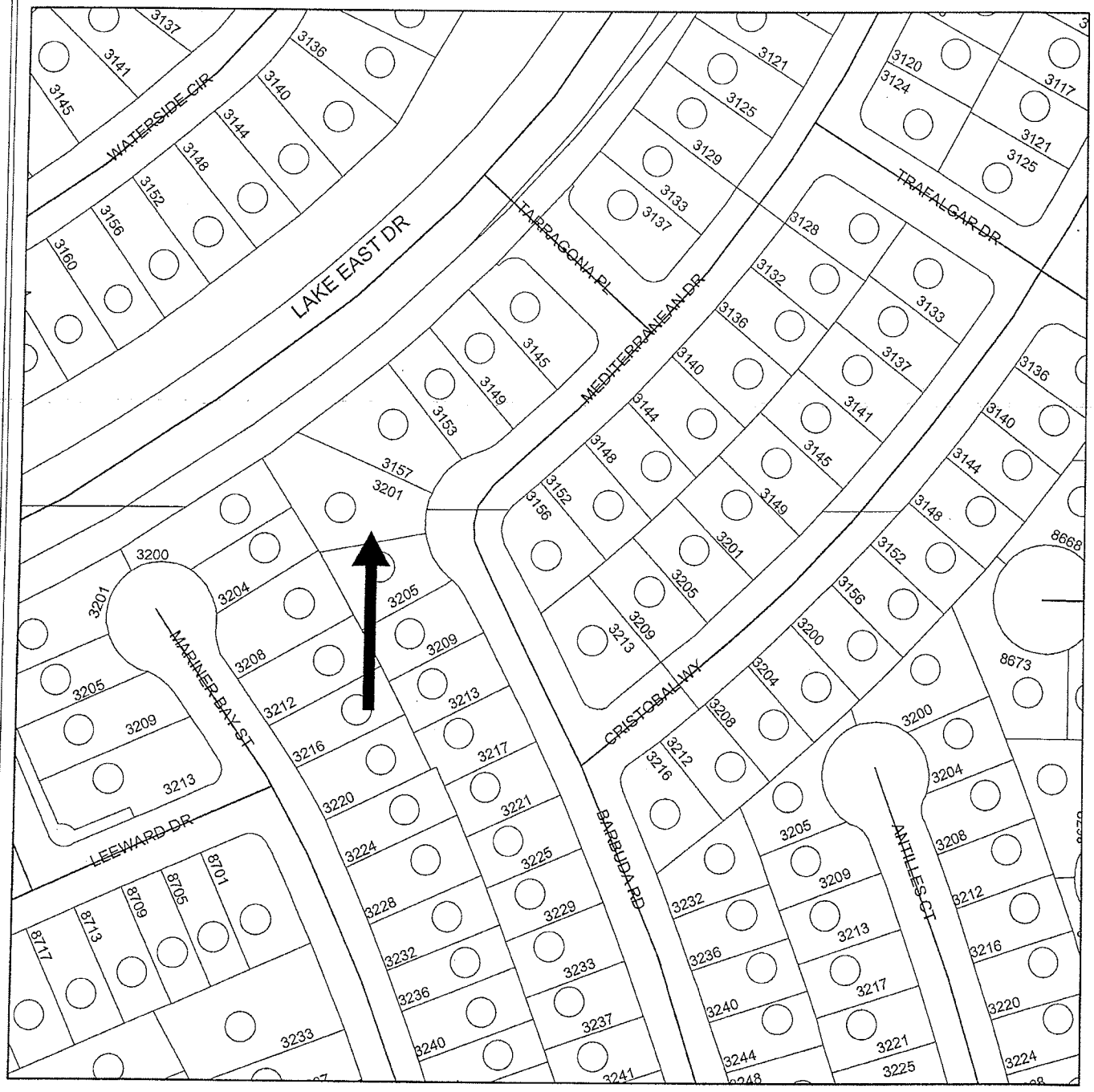
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN//DURANGO

City of Las Vegas Vicinity Map



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702-229-6301

PLANNING & DEVELOPMENT

Hard Costs:	Assessed	Paid	Outstanding
Abatement Costs:	$799.00		$799.00
Administrative Fee:	$119.85		$119.85
Inspection Fees	$1,020.00		$1,020.00
Late Fees:	$102.00		$102.00
First Year Boarding Certificate:			$0.00
Totals:	**$2,040.85**	$0.00	$2,040.85

Civil Penalties:			
Civil Penalties Assessed:	$1,950.00		$1,950.00
Daily Civil Penalties Assessed:	$38,050.00	$0.00	$38,050.00
Total Civil Penalties:	**$40,000.00**	$0.00	**$40,000.00**

Total Owed:	**$42,040.85**
Total Paid:	**$0.00**
Total Outstanding Fees/Fines Case #77750	**$42,040.85**

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **3156 MEDITERRANEAN DRIVE – Case No. 77750**. The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$42,040.85** were imposed. Owner of record: **FANNIE MAE C/O FED NATL MRGE ASSN – WARD 2 (WOLFSON)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1900 South 8th Street for fees in the amount of $2,116.75 (General Fund) and assess a maximum of $19,500 in daily civil penalties. PROPERTY OWNER: JANE MCALEVEY - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,116.75
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building & Safety hired Weaver Construction to board all open doors and windows, remove all trash, debris, high grass, and weeds, and apply herbicide. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $68,200.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $865 invoice for Weaver Construction, $129.75 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $2,116.75 to be recorded immediately, and consider assessing a maximum of $19,500 in daily civil penalties to be recorded on or after June 4, 2012.

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 Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1900 South 8th Street for fees in the amount of $2,116.75 (General Fund) and assess a maximum of $19,500 in daily civil penalties. PROPERTY OWNER: JANE MCALEVEY – Ward 3 (Coffin)

Weaver Construction completed work on June 12, 2011 at a cost of $865; $1,122 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,116.75.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

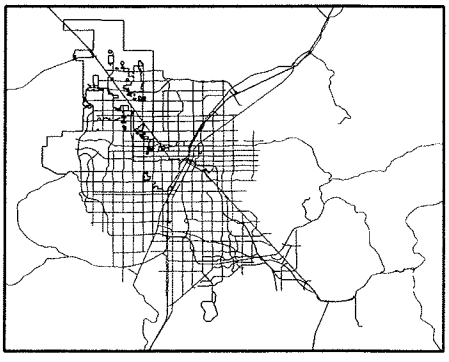
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1900 SOUTH 8TH STREET
CROSS STREETS - MARYLAND//ST LOUIS

City of Las Vegas Vicinity Map

N

0 195 390 780 Feet



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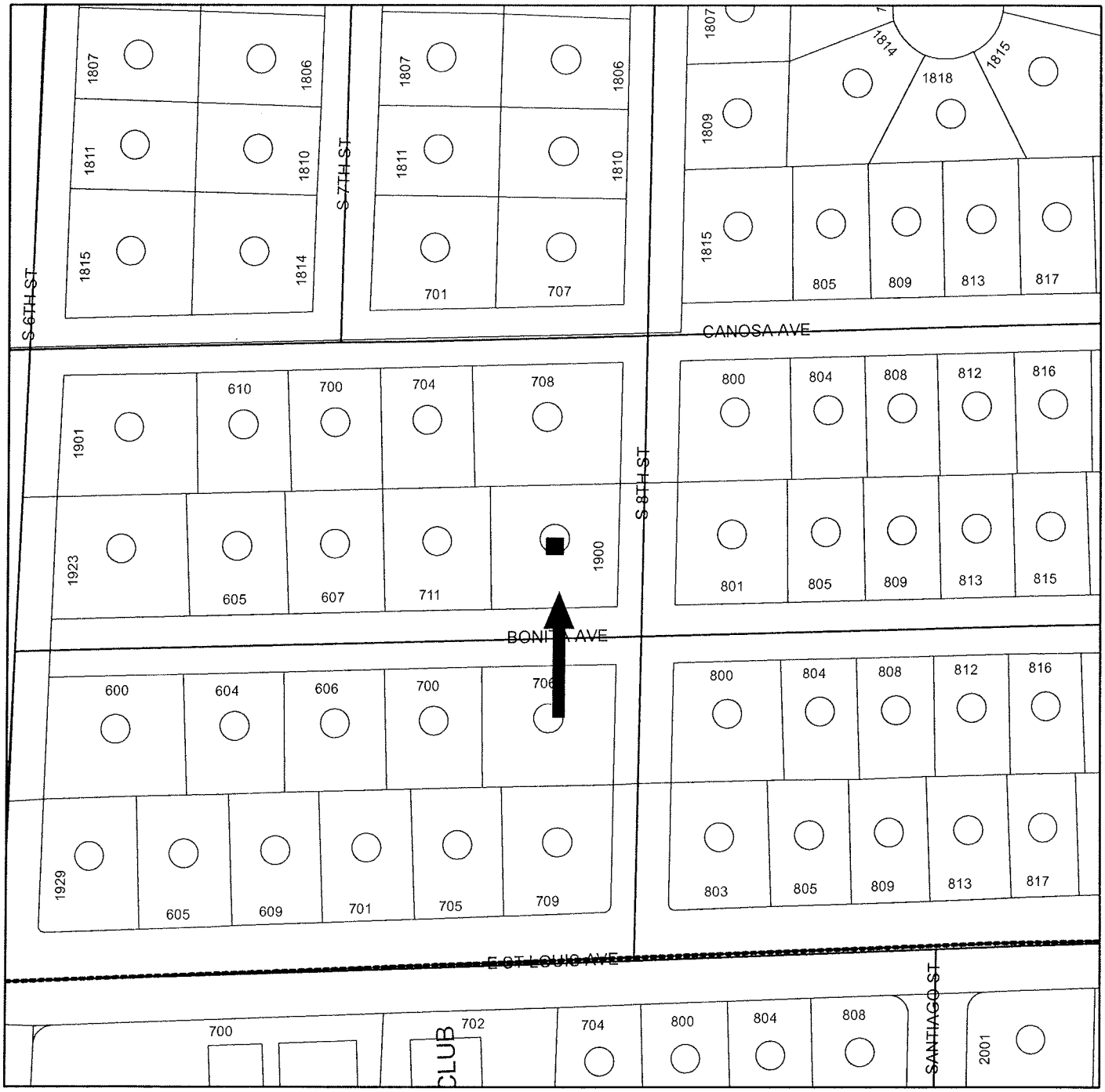
PLANNING & DEVELOPMENT

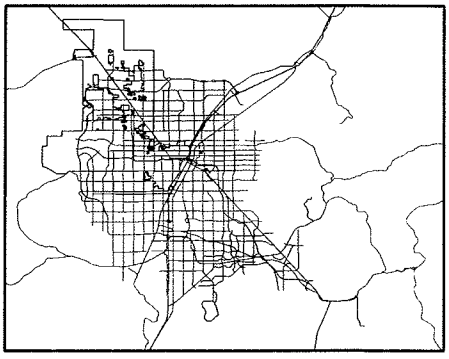
1900 SOUTH 8TH STREET
CROSS STREETS - MARYLAND//ST LOUIS

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: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: August 31, 2011

Re: Report of Expenses for the abatement of nuisance located at 1900 South 8th Street - Ward 3 (Coffin)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on July 12, 2011 at a cost of $865.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$125.00
Remove all trash and debris.	$495.00
Remove all high grass and weeds, and apply herbicide.	$245.00
AMOUNT DUE:	$865.00
Administrative Processing Fee:	$129.75
Sub-Total:	$994.75
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$2,116.75**
Daily Civil Penalties – 39 days @ $500 a day (including penalty fees already assessed) June 4, 2011 to July 12, 2011	**$19,500.00**
MAXIMUM TOTAL:	**$21,616.75**
OWNER OF RECORD	JANE MCALEVEY
PROPERTY ABATED:	1900 South 8th Street
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-03-714-005
LEGAL DESCRIPTION:	ALTA VISTA ADD TRACT #3
	PLAT BOOK 3 PAGE 77
	LOT 5 BLOCK 1

VRO:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 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, SEPTEMBER 21, 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 **1900 SOUTH 8TH STREET – Case No. 100653**. The Director of Building and Safety certifies that the sum of **$2,116.75** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$21,616.75**. Owner of record at time of abatement: **JANE MCALEVEY – WARD 3 (COFFIN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 100653

1900 S 8TH ST - Map # 02525-76 Parcel 16203714005

Owner Information:

MCALEVEY JANE
1900 S 8TH ST
LAS VEGAS, NV 89104-2847

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Refuse and weeds not cleaned up, Complainant Virginia, 369-6519, 800 Canosa.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 18, 2011

Ward: 3

Date Case Resolved: July 14, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403
6/16/11 OPEN North side
Secure all structures to City of Las Vegas specifications. Secure storage closet to avoid entry into residence.

AN-003: 9.04.010 (4) REFUSE & WASTE
4/25/11 OPEN Entire Property
Remove all refuse and waste from all areas of property. Maintain at all times. Remove old dry weeds and trash.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
4/25/11 COMPLIED 07/14/11 Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-007: 9.04.010(7)(B) DEAD VEGETATION
4/25/11 OPEN Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

Chronology of Events:

April 25, 2011 **Insp#: 1115753**

33) Person working on property failed to complete, mailed notice and faxed to Jack Lavine who was Realtor.

April 25, 2011 **CORRECTION NOTICE ISSUED**

May 05, 2011 **Insp#: 1118472**

33) Little to no change, photo's taken, assessed fee's call back set for 05/17/11.

May 05, 2011 **CORRECTION NOTICE ISSUED**

May 19, 2011 **Insp#: 1123582**

33) Failed inspection, photo's taken, going to Notice and Order, call back set for 05/31/11.

May 19, 2011	**CORRECTION NOTICE ISSUED**
May 24, 2011	**NOTICE AND ORDER REQUEST**
	33) Notice and order request completed and given to 21, no information located on owner in ZABBA, white pages.
May 25, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 5/25/11
May 25, 2011	**NOTICE AND ORDER ISSUED**
May 26, 2011	**Insp#: 1129116**
	33) Failed inspection, photo's taken, no change, posted Notice and Order on front window affidavit completed, call back set for 06/06/11.
June 06, 2011	**Insp#: 1132108**
	33) Failed inspection, bid sheet completed, photo's taken, moving forward, with Bid process, Notice and Order still posted on front window.
June 07, 2011	**BID REQUEST BY OFFICER**
	21)REFER TO OFFICE STAFF -JR
June 07, 2011	**BID PREPERATION**
	Bid prep.
June 07, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 6/13/11
June 15, 2011	**BID RECEIVED**
	Recorded & scanned bid received: 1)Weaver=$740
June 15, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #33 for posting.
June 15, 2011	**ADMINSTRATIVE**
	Bid approval given to #19. Pending.
June 15, 2011	**ADMINSTRATIVE**
	Bid approval given to #21. Pending.
June 15, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
June 16, 2011	**Insp#: 1135628**
	33) Found side of house has been broken into through a storage unit then through the drywall of the house. 21 advised, posted notice of 10 days before abatement, affidavit completed, failed inspection, photo's taken, call back set for 06/27/11.
June 20, 2011	**PHONE CALL**
	33) Received call from Jane MCNally, 882-5555, called regarding the property, called back, left message.
June 27, 2011	**Insp#: 1140900**
	33) No change in the property, photo's taken, also received a call from the owner regarding the property who stated she was going to have the property cleaned. Nothing has been done. Also received e-mail From Realtor Jack Levine who advised the property would be cleaned by 06/23/11, was not done, proceding with abatement, failed inspection, notices still on window and hole still on side of building, photo's taken, failed inspection. Forwarded to start abatement.

June 29, 2011	**DIRECTIVE**	
	21)door into house now open- contractor / Weaver needs another 125.00 to secure..i ok`d	
June 29, 2011	**ADMINSTRATIVE**	
	Request to proceed with PO from DSS. Pending.	
July 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to Weaver. Award letter sent. Copy given to #21. Pending start date.	
July 14, 2011	**ADMINSTRATIVE**	
	Received call from Weaver. Job completed 7-12.	
July 14, 2011	**VIDEO REQUEST**	
	After Video request given to #21.	
July 14, 2011	**Insp#: 1144958**	
	33) Close, abated.	
July 21, 2011	**POST-ABATEMENT VIDEO**	
	21)no video-photos in cc items file	
July 25, 2011	**ADMINSTRATIVE**	
	Recorded & scanned Invoice. File given to #21	
July 26, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer file to office staff LD to place on agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/05/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/19/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/19/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/26/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	05/26/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/06/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	06/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/16/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	06/16/2011	
LATE FEE	$12.00	U	06/20/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	06/27/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/27/2011	
LATE FEE	$18.00	U	07/03/2011	
NUISANCE ABATEMENT FEE	$865.00	U	07/25/2011	
ADMINISTRATIVE	$129.75	U	07/25/2011	

Total Amount Due: **$3,994.75**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**WEAVER**	**A**	**6/13/11**

Bid Amount: **740.00**
Bid Award Date: **7/7/11**
Contractor Start Date:

Description:

Remove all trash/debris. Cut/remove grass/weeds. Herbicide.

Revised Bid Information:

Bid #	CONTRACTOR	REQUEST	Requested Date:	New Bid Amount
	APPROVED	APPROVER		
	REASON			
1	WEAVER	Y	7/12/11	$865.00
	Y	DEVIN SMITH		
	Door in open house needed securing.			

APN 162-03-714-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JANE MCALEVEY**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-714-005**
Commonly known as: **1900 South 8th Street**
Legal Description: **ALTA VISTA ADD TRACT #3**
PLAT BOOK 3 PAGE 77
LOT 5 BLOCK 1

On **July 12, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,116.75** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$19,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above Actual Cost in the amount of **$2,116.75**, be immediately assessed against the property by means of this Lien of Assessment with the lien 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.

NOTE: The City Council ordered the above civil penalties in the amount of **$19,500.00** be assessed against the property by recording a Lien of Assessment on or after **June 4, 2012**.

_____
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 #100653

APN 162-03-714-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JANE MCALEVEY**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-714-005**
Commonly known as: **1900 South 8th Street**
Legal Description: **ALTA VISTA ADD TRACT #3**
PLAT BOOK 3 PAGE 77
LOT 5 BLOCK 1

On **July 12, 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.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$19,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **September 21, 2011** ordered the above charges in the amount of **$19,500.00**, 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 #100653

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-42756 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: NEVADA POWER (D.B.A. NV ENERGY) - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-34710) FOR AN EXPANSION OF AN EXISTING ELECTRIC UTILITY SUBSTATION at 10625 Moccasin Road (APNs 126-01-101-002 through 004, 016, and a portion of 126-01-201-016), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

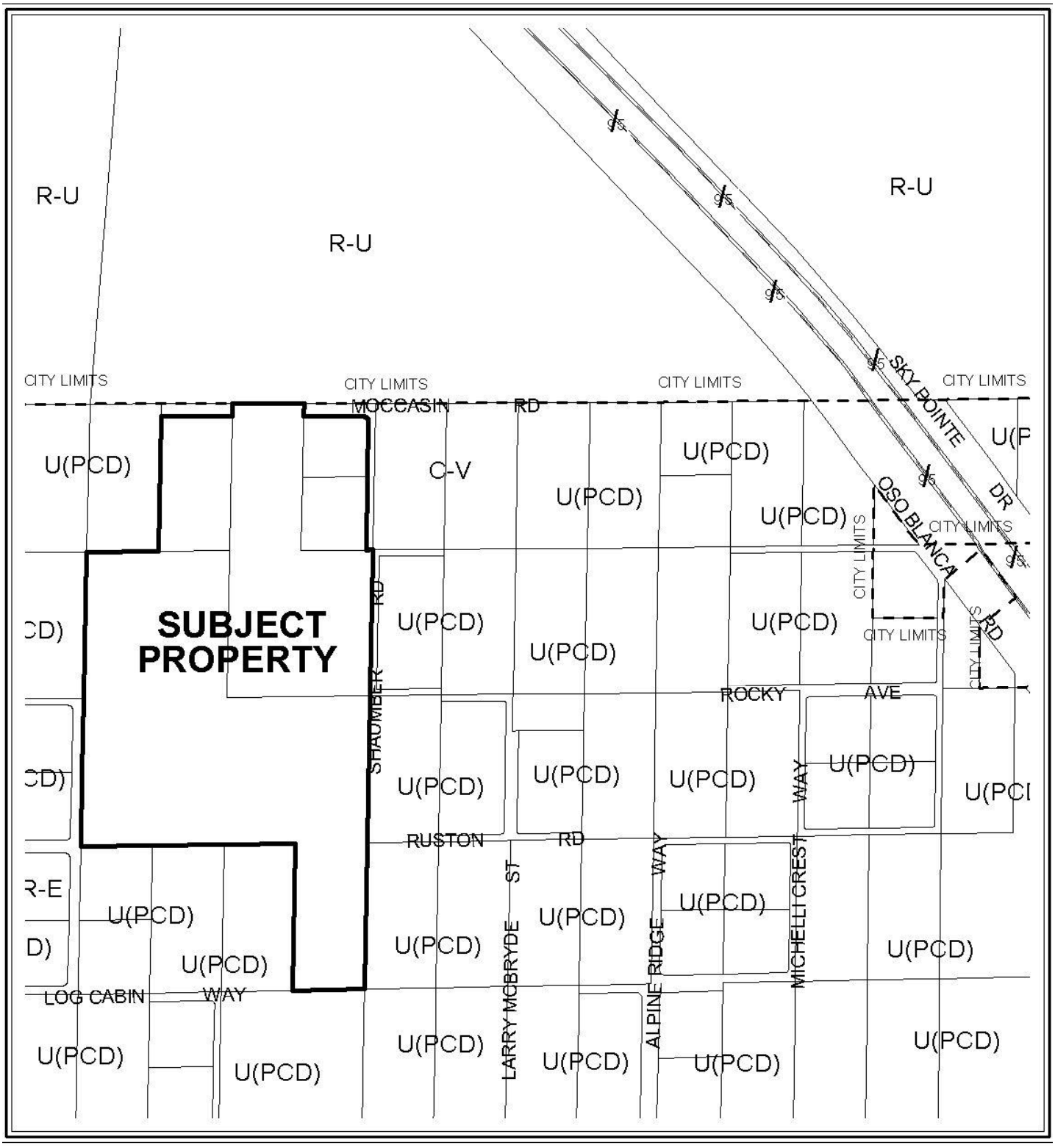
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

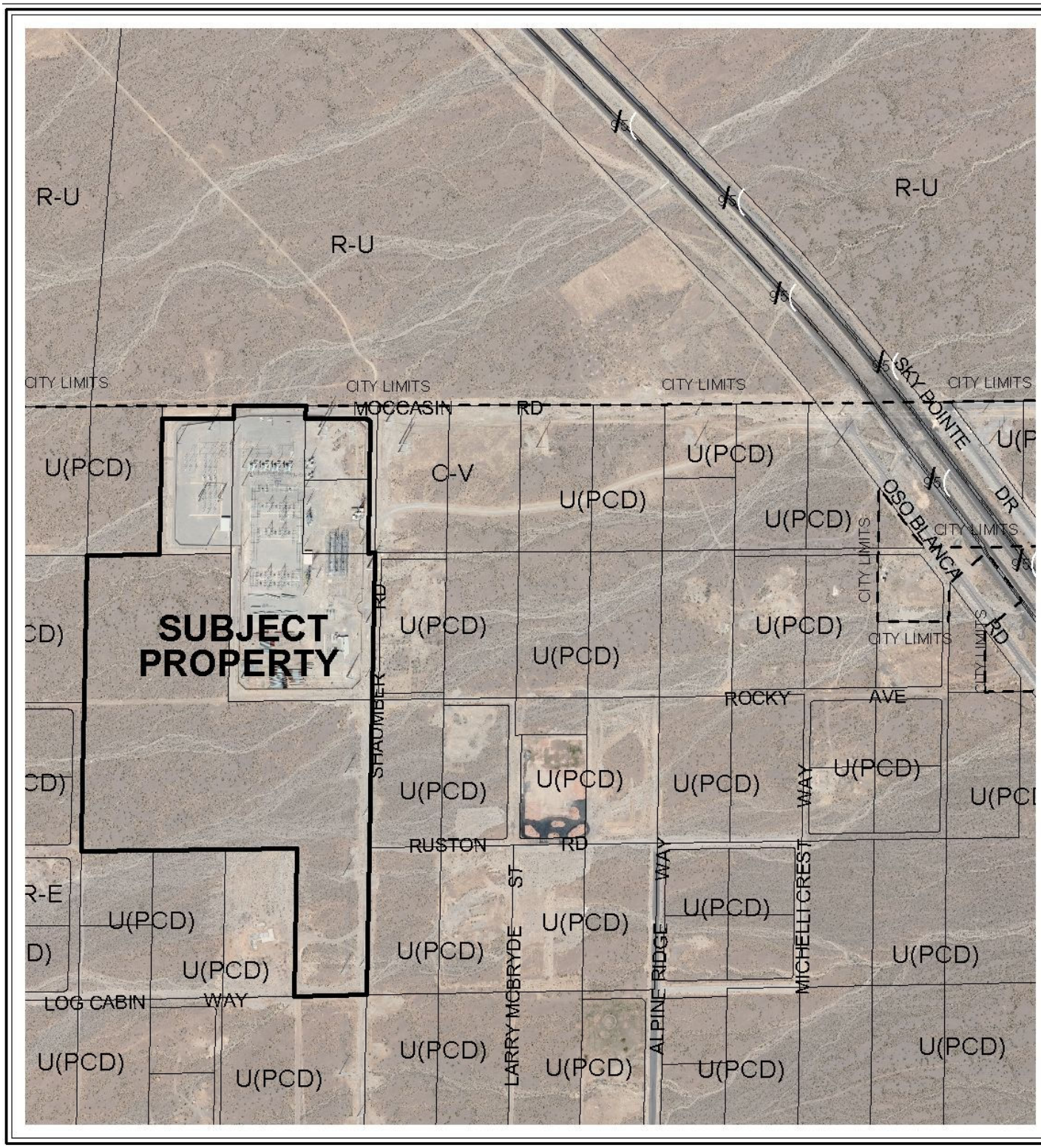
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Regional Flood Control Approval Letter
5. City Council Approval Letter for SDR-34710
6. Justification Letters



CASE: EOT-42756

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



CASE: **EOT-42756**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CLOUDBREAK LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-42756	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-42756 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-34710) shall expire on August 19, 2016 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-34710) 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 comprised of undeveloped land and an existing electric utility substation. The applicant received previous approval for a Site Development Plan Review (SDR-34710) to expand the facility, but due to the state of the economy and lack of growth in the surrounding areas, the expansion of the substation has been delayed. No plans have been submitted for review nor have any building permits been issued for the proposed use. The applicant is requesting a five-year extension of time to allow the economy to recover. As the surrounding areas have not experienced any significant changes in land use or new development, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/01/05	The City Council approved a request for a Petition to Annex (ANX-5528) approximately 529 acres generally located north of Iron Mountain Road and west of Hualapai Way. The Planning Commission and staff recommended approval. The Annexation became effective on 06/10/05.
04/01/09	The City Council approved a request for a Petition to Annex (ANX-27030) approximately 33.66 acres generally located on the south side of Moccasin Avenue alignment, 660 feet west of the Larry McBryde Street alignment. The Planning Commission and staff recommended approval. The Annexation became effective on 06/03/09.
08/19/09	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the General Plan (GPA-34706) from PCD (Planned Community Development) to PF (Public Facilities) on 70 acres generally located on the south side of Moccasin Road alignment, 660 feet west of Larry McBryde Street alignment. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-34709) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to C-V (Civic) on 35 acres.
	The City Council approved a related request for a Site Development Plan Review (SDR-34710) for an expansion of an existing Electric Utility Substation.
06/24/10	The Planning Commission approved a request for a Variance (VAR-38103) to allow a 10-foot screen wall and a 16-foot retaining wall where an eight-foot screen wall and four-foot retaining wall are the maximum allowed on 28.37 acres at 10625 Moccasin Road. Staff recommended approval.

Most Recent Change of Ownership	
05/14/99	A deed was recorded for a change in ownership for 126-01-101-002.
11/14/90	A deed was recorded for a change in ownership for 126-01-101-003.
05/02/91	A deed was recorded for a change in ownership for 126-01-101-004
Indefinite	A deed was recorded for a change in ownership for 126-01-101-016.
Indefinite	A deed was recorded for a change in ownership for 126-01-201-016.

Related Building Permits/Business Licenses
There have not been any plans submitted for review nor have any building permits been issued.

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	28.37

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Electric Utility Substation	PF (Public Facilities)	C-V (Civic)
North	Clark County	Clark County	Clark County
South	Undeveloped Land	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation]
East	Undeveloped land	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation]
	Undeveloped Land	PF (Public Facilities)	C-V (Civic)
West			U (Undeveloped) [PCD (Planned Community Development) General Plan Designation]

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-34710) for the expansion of an existing electric utility substation located at 10625 Moccasin Road. No plans have been submitted for review nor have any building permits been issued for the proposed use.

Title 19.16.100 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-34710) has not been exercised in accordance with the requirements of Title 19.16.100 as no building permits have been issued for the proposed project. The applicant is requesting an Extension of Time due to the state of the economy and lack of growth in the surrounding areas, delaying the need for the expansion of the substation. As the surrounding areas have not experienced any significant changes in land use or new development, staff is recommending approval of this request with a five-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-34710) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-42756 APN: 126-01-101-016; portion of 126-01-201-016

Name of Property Owner: BLM (USA)

Name of Applicant: NV Energy

Name of Representative: Thomas Dombrowski (NV Energy)

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: James R. Saavedra, PE.

Subscribed and sworn before me

This 28 day of July, 2011

Lynda F. Beeman

Notary Public in and for said County and State

LYNDA F. BEEMAN
Notary Public, State of Nevada
Appointment No. 09-11128-1
My Appt. Expires Sept. 10, 2013

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City of Las Vegas

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-42756 APN: See attached list.

Name of Property Owner: Nevada Power Company (d.b.a. NV Energy)

Name of Applicant: NV Energy

Name of Representative: Thomas Dombrowski

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: James R Saavedra

Print Name: James R. Saavedra, PE.

Subscribed and sworn before me

This 28 day of July, 2011

Lynda F. Beeman

Notary Public in and for said County and State

LYNDA F. BEEMAN
Notary Public, State of Nevada
Appointment No. 09-11128-1
My Appt. Expires Sept. 10, 2013

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City of Las Vegas

NORTHWEST SUBSTATION APN's

PARCEL NUMBER	OWNER
126-01-101-002	NV ENERGY
126-01-101-003	NV ENERGY
126-01-101-004	NV ENERGY

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for SDR-34710

Project Address (Location) 10625 Moccasin Road

Project Name Northwest Electrical Substation Expansion **Proposed Use** Electrical Substation

Assessor's Parcel #(s) See attached list **Ward #** 6

General Plan: existing PCD proposed PF **Zoning:** existing U & C-V proposed C-V

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 28.37 ac. **Lots/Units** N/A **Density** N/A

Additional Information Extension of Time request for 5 years.

Past Approvals: VAR-38103; ZON-34709; GPA-34706; ANA-27030

PROPERTY OWNER Nevada Power (d.b.a. NV Energy) **Contact** Thomas Dombrowski

Address 6226 W. Sahara Avenue **Phone:** (702) 402-2620 **Fax:** (702) 402-5064

City Las Vegas **State** NV. **Zip** 89146

E-mail Address TDombrowski@nvenergy.com

APPLICANT Same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

FOR DEPARTMENT USE ONLY

Property Owner Signature* James R. Saavedra

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James R. Saavedra, PE.

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AUG 08 2011
City of Las Vegas

Subscribed and sworn before me

This 28 day of July, 20 11

Lynda F. Beeman

Notary Public in and for said County and State

LYNDA F. BEEMAN
Notary Public, State of Nevada
Appointment No. 09-11128-1
My Appt. Expires Sept. 10, 2013

Case #	EOT-42756
Meeting Date:	9/21 CC
Total Fee:	$300.-
Date Received:*	8/8/11
Received By:	BMS

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for SDR-34710

Project Address (Location) 10625 Moccasin Road

Project Name Northwest Electrical Substation Expansion **Proposed Use** Electrical Substation

Assessor's Parcel #(s) 126-01-101-016; part of 126-01-201-016 **Ward #** 6

General Plan: existing PCD proposed PF **Zoning:** existing U & C-V proposed C-V

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 28.37 ac. **Lots/Units** N/A **Density** N/A

Additional Information Extension of Time request for 5 years.

Past Approvals: VAR-38103; ZON-34709; GPA-34706; ANA-27030

PROPERTY OWNER Bureau of Land Managem't (BLM) **Contact** VANESSA HICE

Address 4701 Torrey Pines Drive **Phone:** (702) 515-5018 **Fax:** (702) 515-5010

City Las Vegas **State** NV. **Zip** 89130

E-mail Address

APPLICANT Nevada Power Co. (d.b.a. NV Energy) **Contact** Thomas Dombrowski

Address 6226 W. Sahara Avenue **Phone:** (702) 402-2620 **Fax:** (702) 402-5064

City Las Vegas **State** NV. **Zip** 89146

E-mail Address TDombrowski@nvenergy.com

REPRESENTATIVE Same as above **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

FOR DEPARTMENT USE ONLY

Case #	EOT-42756
Meeting Date:	9/21/CC
Total Fee:	$300
Date Received:*	8/8/11
Received By:	BC

Property Owner Signature* James Saavedra

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James R. Saavedra, PE.

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Subscribed and sworn before me

This 28 day of July, 20 11.

Lynda F. Beeman

Notary Public in and for said County and State

LYNDA F. BEEMAN
Notary Public, State of Nevada
Appointment No. 09-11128-1
My Appt. Expires Sept. 10, 2013

*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

LANDSCAPE MATERIAL SCHEDULE

SIZE	DESCRIPTION	BOTANICAL NAME	QUANTITY	SYMBOL	COMMENT
3" THICK	GOLD GRANITE MULCH	N/A	54,500 SF		3" THICK
15-36 CU. FT.	GRANITE BOULDERS	N/A	67 EA		SEE PLACEMENT DETAIL
NOTE: LANDSCAPING MATERIALS BELOW WILL ONLY BE ADDED ONCE WATER IS WITHIN 500 FEET OF SUBSTATION.					
ACCENTS					
5 GAL	JOSHUA TREE	YUCCA BREVIFOLIA	105 EA		
5 GAL	DESERT SPOON	DASYLIRON WHELLERI	104 EA		
SHRUBS					
5 GAL	CREOSOTE BUSH	LARREA TRIDENTATA	100 EA		

LANDSCAPE NOTE:

LANDSCAPING WILL BE TEMPORARY HARDSCAPE (CRUSHED ROCK AND BOULDERS). THIS PLAN SHOWS ALL PLANNED LANDSCAPING, HOWEVER, WATER NEEDED LANDSCAPING WILL NOT BE INSTALLED UNTIL WATER FACILITIES ARE WITHIN 500 FEET OF PROPERTY.

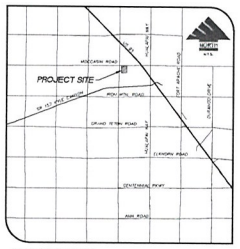
NORTH

GRAPHIC SCALE

80 0 40 80 160

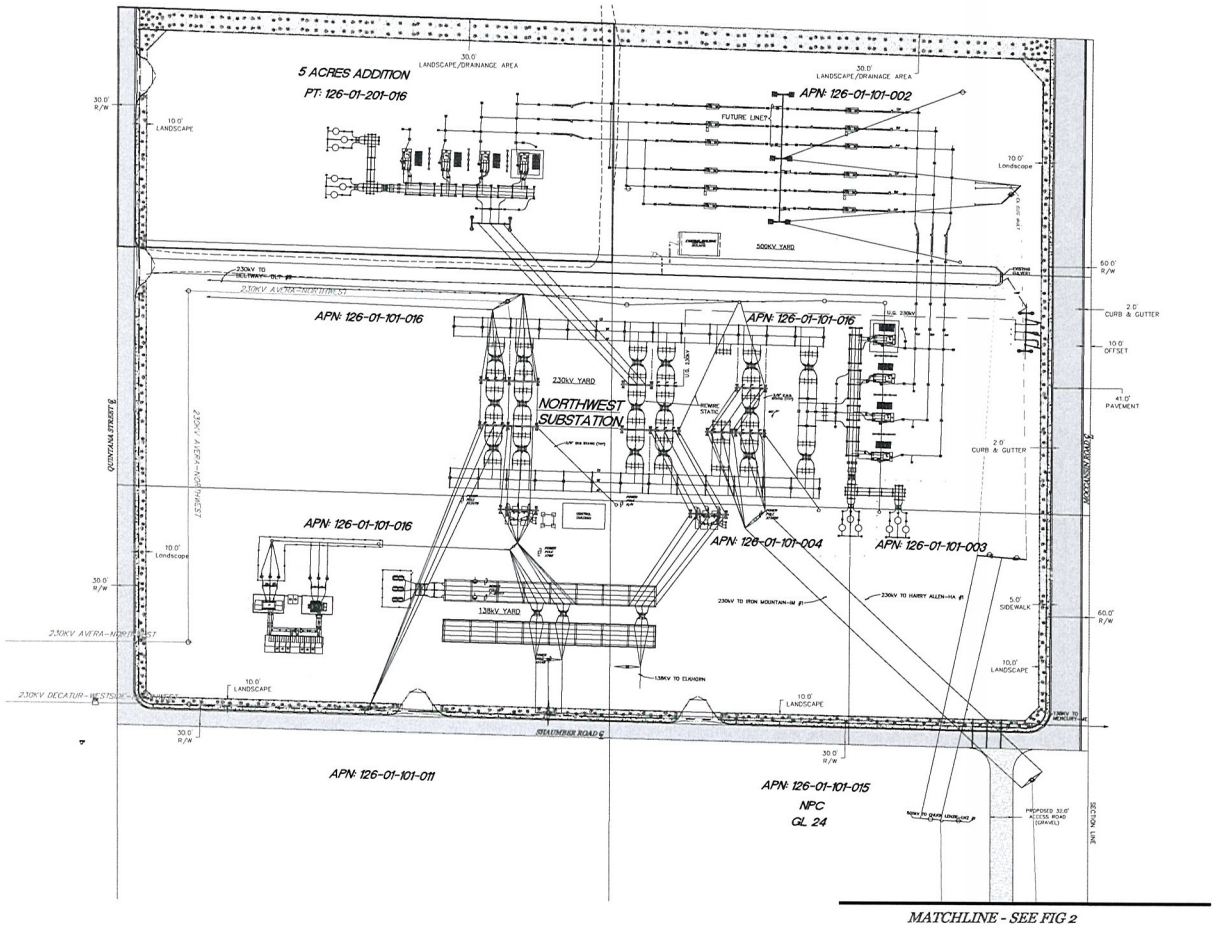
(IN FEET)

1 inch = 80 ft.



VICINITY MAP

N.T.A.



MATCHLINE - SEE FIG 2

NOTE:

THESE DRAWINGS ARE CONCEPTUAL IN NATURE AND DEPICT INFORMATION FOR PLANNING AND LAND-USE SUBMITTAL PURPOSES ONLY. FINAL ENGINEERING DESIGN DRAWINGS MAY VARY DUE TO SITE SPECIFIC CONSTRAINTS OR CITY OF LAS VEGAS SPECIFICATIONS.

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

NORTHWEST SUBSTATION

SITE DEVELOPMENT REVIEW - SITE PLAN

NVEnergy

DWG. NO.	SDR-Fig 1	DRAWN	MBB MAY 2009
PROJ. I.D.	TS620WBNWL	CHECKED	MBB MAY 2009
		APPD	JTH MAY 2009

SHT. NO. Fig 1 OF 4

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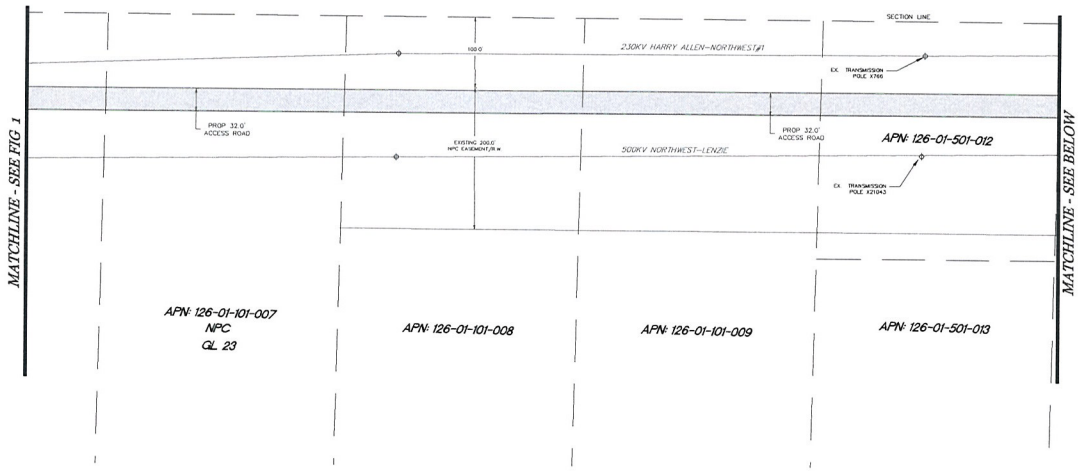
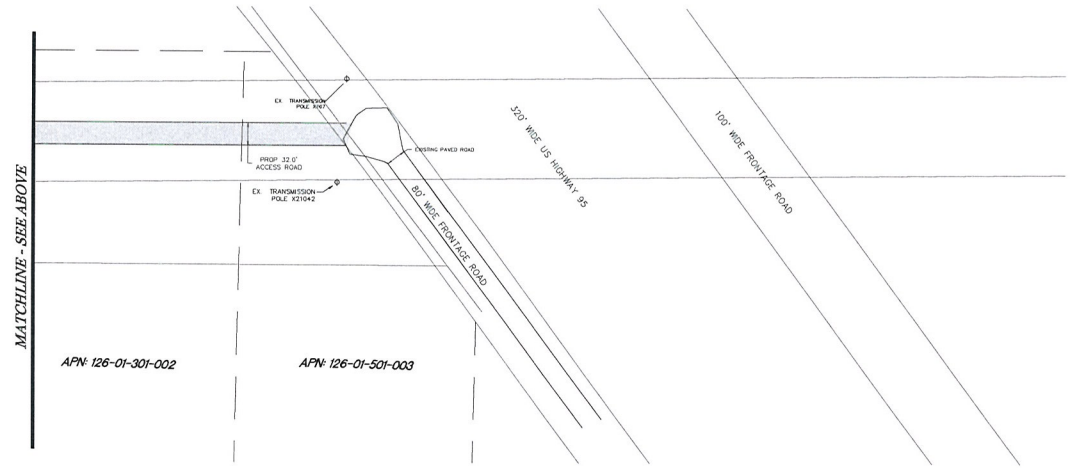
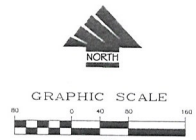
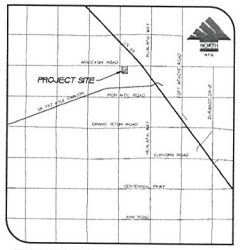
EOT-42756









VICINITY MAP

NOTE:

THESE DRAWINGS ARE CONCEPTUAL IN NATURE AND DEPICT INFORMATION FOR PLANNING AND LAND-USE SUBMITTAL PURPOSES ONLY. FINAL ENGINEERING DESIGN DRAWINGS MAY VARY DUE TO SITE SPECIFIC CONSTRAINTS OR CITY OF LAS VEGAS SPECIFICATIONS.

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

NORTHWEST SUBSTATION

USE PERMIT - SITE PLAN

NVEnergy

DWG. NO.	UP-Fig 2	DRAWN	MBB MAR 2009
PROJ. I.D.	TS620WBNWL	CHECKED	JTH MAR 2009
		APP'D	MAR 2009

SHT. NO. Fig 2 of 4

G:\DWG\Northwest-500 & Civil\Drawings\TS620WBNWL-01-up.dwg Mar 24, 2009 - 1:32pm

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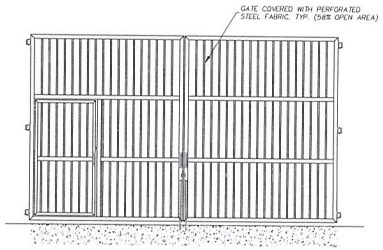
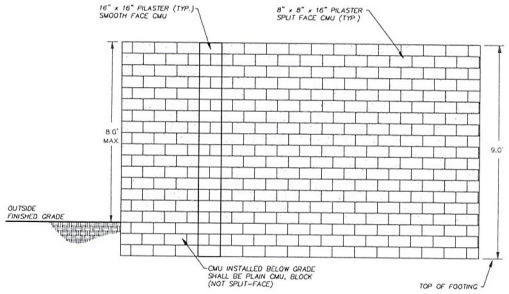
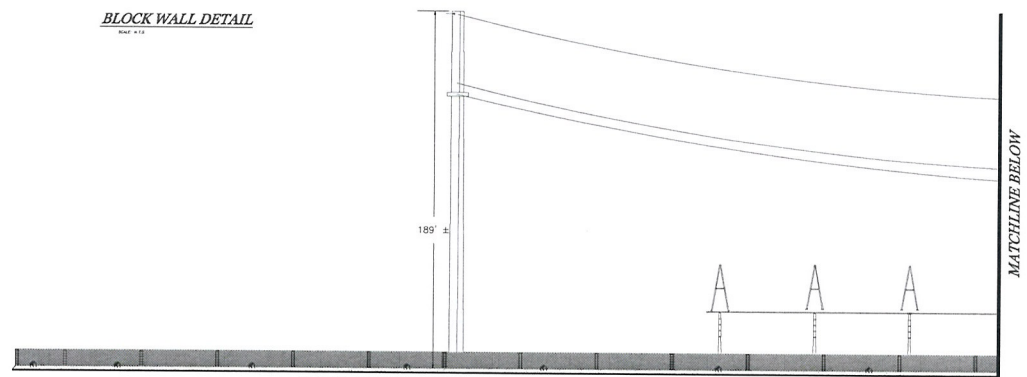
Las Vegas



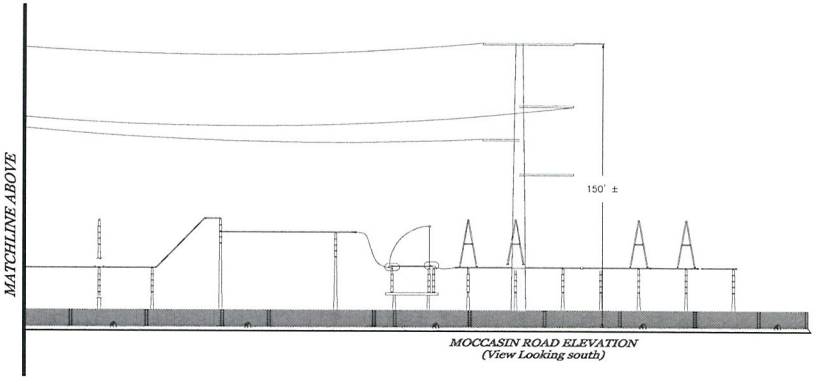
DOUBLE SWING GATE-ELEVATION



BLOCK WALL DETAIL



MOCCASIN ROAD ELEVATION
(View Looking south)



MOCCASIN ROAD ELEVATION
(View Looking south)

BY	DATE	REV	APPROVAL	Proj. ID

REVISIONS

NORTHWEST SUBSTATION

USE PERMIT - ELEVATION

NVEnergy
6226 WEST SAHARA AVE.
MAIL STOP #10
LAS VEGAS, NEVADA 89146

DWG. NO.	UP-Fig 3	DRAWN	MBB MAR 2009
PROJ. I.D.	TS620WBNWL	CHECKED	JTH MAR 2009
		APVD	MAR 2009

SHT. NO. Fig 3 of 4

G:\CIVIL\Northwest-500 & Civil\Drawings\TS620WBNWL-01-up.dwg Mar 24, 2009 - 1:59pm

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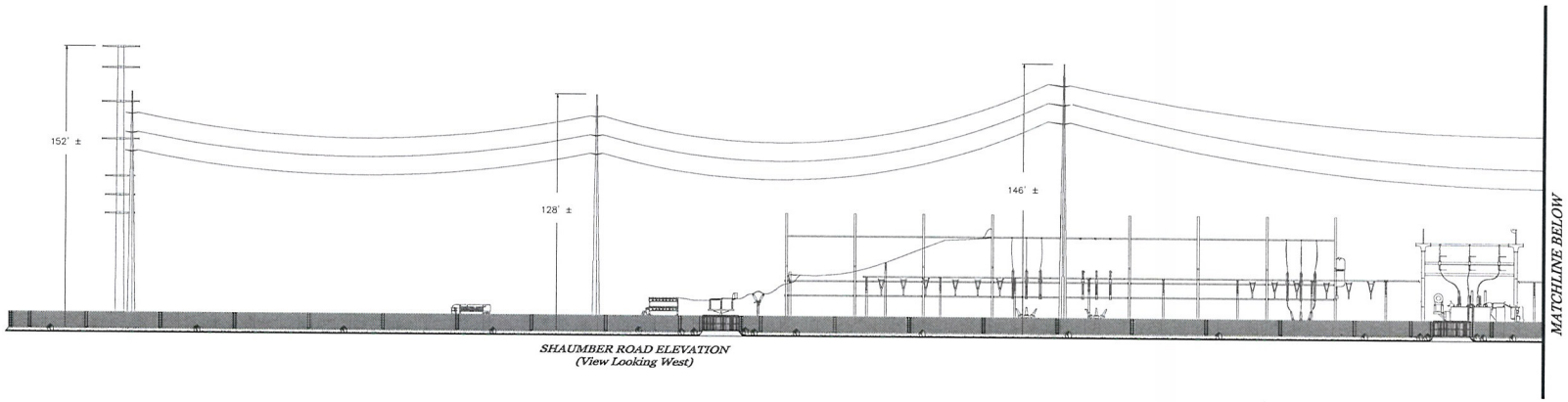
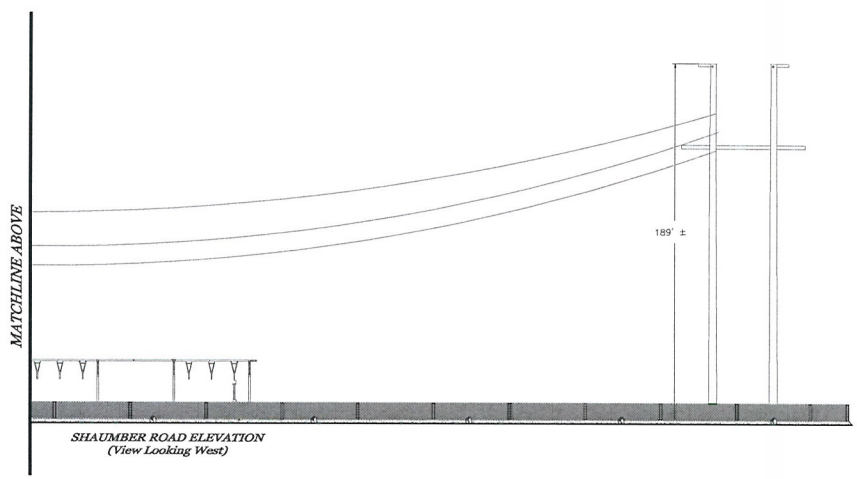


SHAUMBER ROAD ELEVATION
(View Looking West)



SHAUMBER ROAD ELEVATION
(View Looking West)

BY	DATE	REV	APPROVAL	Proj. ID

REVISIONS

NORTHWEST SUBSTATION

USE PERMIT - ELEVATION

NVEnergy

DWG. NO.	UP-Fig 4	DRAWN	MBB MAR 2009
PROJ. I.D.	TS620WBNWL	CHECKED	JTH MAR 2009
		APP'D	MAR 2009

6800 WEST SAHARA AVE.
MAIL STOP #10
LAS VEGAS, NEVADA 89146

SHT. NO. Fig 4 of 4

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REGIONAL FLOOD CONTROL DISTRICT

Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

BOARD OF DIRECTORS

Larry Brown
Chairman
Clark County

Robert L. Eliason
Vice-Chairman
City of North Las Vegas

David Bennett
City of Mesquite

Chris Giunchigliani
Clark County

Mayor Oscar Goodman
City of Las Vegas

Debra March
City of Henderson

Steven D. Ross
City of Las Vegas

Mayor Roger Tobler
City of Boulder City

September 1, 2010

Mr. Robert Welch, P.E., CFM
City of Las Vegas Public Works
731 S. 4th Street
Las Vegas, NV 89101

DISTRICT CONCURRENCE: **NEVADA POWER COMPANY NORTHWEST SUBSTATION EXPANSION (DS4337A) (RFCD No. 08-7788)**

Dear Mr. Welch:

Clark County Regional Flood Control District (District) reviewed Technical Drainage Study dated October 8, 2008, Addendum No. 1 dated November 19, 2009, and Addendum No. 2 dated August 3, 2010 for above-mentioned project as submitted by LOCHSA ENGINEERING. In addition, District is in receipt of the Conditional Letter of Acceptance from City of Las Vegas Public Works dated August 17, 2010.

District concurs with acceptance of this Technical Drainage Study by City of Las Vegas Public Works.

District's review of this project was limited to issues of Regional Flood Control Significance as defined in *Uniform Regulations for the Control of Drainage.*

Please be aware that as additional information becomes available and/or restudies of Flood Insurance Studies are performed, information submitted by LOCHSA ENGINEERING may be superseded. Compliance with regulatory elements and design standards specified in *Uniform Regulations for the Control of Drainage* does not imply a guarantee that properties will be free from flooding or flood damage. The District, its officials, or employees assume no liability for information, data, or conclusions presented by consulting engineers. We, therefore, make no warranties, either expressed or implied, in conducting this review.

GALE WM. FRASER, II, P.E.
General Manager/Chief Engineer

BY: _____
Abigail Mayrena, P.E., CFM
Senior Engineer

_____
Andrew R. Trelease, P.E., CFM
Principal Civil Engineer

AM:ART:sa

c: Ted Egerton, P.E., Lochsa Engineering

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P:\Letters and Memos\Local Drainage\Land Development & Drainage\Concurrence Letters\2010\Sept 10\59-1-19-LEI.doc

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City of Las Vegas

600 S. Grand Central Parkway, Suite 300 • Las Vegas, Nevada 89106-4511
(702) 685-0000 • FAX: (702) 685-0001
Website: *http://www.regionalflood.org*

"FOR REFERENCE"

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

September 3, 2009

Ms. Michelle Baltz
Nevada Power Company
NV Energy
6226 West Sahara Avenue, MS#9
Las Vegas, Nevada 89151

RE: SDR-34710 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 19, 2009
RELATED TO GPA-34706 AND ZON-34709

Dear Ms. Baltz:

The City Council at a regular meeting held August 19, 2009 APPROVED the request for a Site Development Plan Review FOR AN EXPANSION OF AN EXISTING ELECTRIC UTILITY SUBSTATION on 60 acres generally located on the south side of Moccasin Road alignment, 660 feet west of Larry McBryde Street alignment (APNs 126-01-101-002 through 004, 016 and a portion of 126-01-201-016), U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] and C-V (Civic) Zones [PROPOSED: C-V (Civic)]. The Notice of Final Action was filed with the Las Vegas City Clerk on August 20, 2009. This approval is subject to:

Added Condition
A. Submit to the City of Las Vegas Right-of-Way Section of the Department of Public Works all materials and information needed to submit an application to the Bureau of Land Management (BLM) for a Right-of-Way Grant Easement for 60 feet along the south side of Moccasin Road, 30 feet along the west side of Shaumber Road, and 30 feet along the north side of Quintana Street (AKA Rocky Avenue on the site plan) prior to the issuance of any permits other than a grading permit for the five acres on the southwest quadrant of this site.

Planning and Development
1. A Waiver of Title 19.12 Landscape and Buffer Standards is hereby approved, to allow a 10-foot buffer along the north, south and east perimeter where 15 feet is the minimum required.

2. A Waiver of Title 19.12 Landscape and Buffer Standards is hereby approved, to allow five-gallon Joshua Trees where 24-inch box trees are required.

3. Any walls exceeding eight feet in height will require a Variance.

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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EOT-42756

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4. 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.

5. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 07/02/09, except as amended by conditions herein.

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. The landscaping shall be installed when water becomes available on-site and street improvements are completed.

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. All walls shall comply with Title 19.12 Landscape and Buffer Standards and shall consist of acceptable decorative wall materials including, without limitation, stone, decorative block, slump, stone, and wrought iron, and shall have minimum of twenty percent contrasting material.

9. 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.

10. 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.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Entry gates shall be set back a sufficient distance (a minimum of 18 feet) to allow a vehicle to pull completely out of the public street right-of-way before parking to manually operate the gate. The installation of either swing gates or rolling gates are acceptable as long as no part of the gates, either in the opened or closed position, intrude into the public right of way.

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13. Provide legal access to this site that is paved or otherwise meets Clark County Dust Control standards concurrent with the development of this site. No other offsite improvements are required at this time. However, this site should be designed to provide for the future dedication and construction of Moccasin Road, Shaumber Road, and Quintana Street (AKA Rocky Avenue on the site plan), including appropriate radii at each intersection as required by the Department of Public Works.

14. Sign and record a Covenant Running with Land agreement for the possible future installation of half-street improvements (including curb and gutter, sidewalks, streetlighting, permanent paving, all appurtenant underground facilities for future traffic signals and possibly fire hydrants and sewers) on Moccasin Road, Shaumber Road, and Rocky Avenue adjacent to this site prior to the issuance of any permits as required by the Department of Public Works. In lieu of a covenant, a letter to the City of Las Vegas on corporate letterhead indicating the future commitment to dedicate the appropriate right-of-way and to construct all offsite improvements as needed within one year after the receipt of a written notice from the Director of Public Works to do so shall suffice as required by the Department of Public Works.

15. Deleted at City Council.

16. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Phillip Rhinehart
BLM
4701 North Torrey Pines Drive
Las Vegas, Nevada 89151

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City of Las Vegas

NVEnergy™

July 19, 2011

Flinn Fagg, AICP
Director, City of Las Vegas
Development Services
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter --- First Extension of Time Request for SDR-34710 NV Energy's Northwest Electrical Substation Expansion
(APN – 126-01-101-002, 003, 004, 016; part of 126-01-201-016)

Dear Mr. Fagg:

NV Energy respectfully requests a first Extension of Time for SDR-34710. Given the state of the economy and lack of growth throughout the Las Vegas valley, many of our projects are being deferred to later In-Service dates, requiring Extension of Time applications with all jurisdictions. Lack of sustainable growth has delayed the need for this electrical substation expansion, located at 10625 Moccasin Road.

In addition to the approved plans for the original SDR, which are included, NV Energy received a separate Administrative Approval on June 30, 2011 to add two transmission poles to this substation property. Included, for your reference, is a copy of the June 30, 2011 Revision Approval memo by Steve Gebeke and the "stamped" plans.

NV Energy also accepts the same "Conditions" of the original SDR approval. Since this original approval, NV Energy has satisfied the following Conditions:

- Condition #3, the submission and approval of a Variance for an increase in the substation perimeter wall height, was completed with the approval of VAR-38103 on June 24, 2010 (Approval Letter included).
- Condition # 16, the submission and approval of a Drainage Plan and Technical Drainage Study, was completed per the August 17, 2010 CLV Public Works memo (copy included) and the Regional Flood Control letter dated September 1, 2010 (copy included).

NV Energy requests an extension of time for a period of five (5) years, which would extend the current expiration date from August 20, 2011 to August 20, 2016.

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City of Las Vegas

EOT-42756

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

Should you have any questions, please contact me at 402-2620.

Sincerely,

Thomas Dombrowski
Sr. Land Use Consultant
NV Energy
TDombrowski@nvenergy.com

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AUG 08 2011
City of Las Vegas

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Southern Nevada District
Las Vegas Field Office
4701 N. Torrey Pines Drive
Las Vegas, NV 89130
http://www.blm.gov/nv/st/en/fo/lvfo.1.html

In Reply Refer To:
N-52806
N-84249
2800 (NVS0056)

AUG 03 2011

Ms. Margo Wheeler, A.I.C.P.
City of Las Vegas
Planning Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Nevada Power Company d/b/a NV Energy's Northwest Electrical Substation Expansion Application for Extension of Time for SDR-34710

Dear Ms. Wheeler:

Nevada Power Company d/b/a NV Energy has, or will be applying to the City of Las Vegas for an extension of time to complete site plan review for its project on lands currently owned by the Bureau of Land Management (BLM).

The BLM parcels are adjacent to and south of the Northwest Electrical Substation (BLM Right-of-Way Grants N-52806 and N-84249) and located in T. 19 S., R. 59 E., sec 1, lots 1, 30, 34, 35 & 36 and a portion of the Southwest Quarter of the Northwest Quarter (SW¼NW¼), Clark County, Nevada. They are identified by the Clark County Assessor's office as APNS: 126-01-016 and 126-01-201-016.

The BLM reviewed Nevada Power Company d/b/a NV Energy's application for extension of time for SDR-34710 and has no objections. If you need additional information, please contact John G. Manzano, Realty Specialist, by email at john_manzano@blm.gov or by telephone at 702-515-5129.

Sincerely,

Cheryl D. Cole

for Vanessa L. Hice
Assistant Field Manager
Division of Lands

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

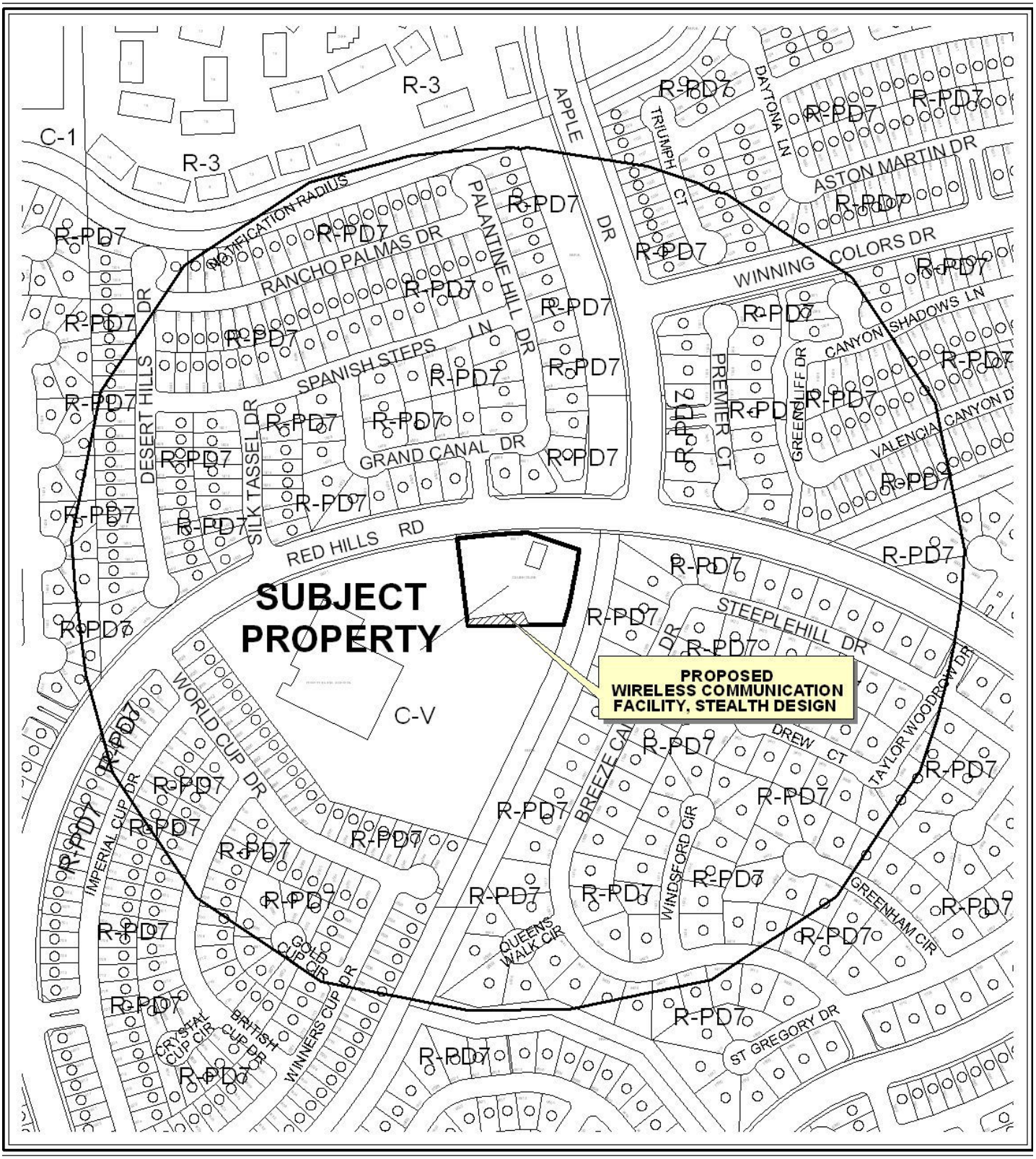
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-41297 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION - For possible action on a request for a Variance TO ALLOW A 12-FOOT HIGH CHAIN LINK FENCE WHERE EIGHT FEET IS MAXIMUM HEIGHT PERMITTED on 1.49 acres at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**17**	**Planning Commission Mtg.**	**1**
City Council Meeting	**23**	**City Council Meeting**	**3**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-41297 and SUP-41296
2. Conditions and Staff Report - VAR-41297 and SUP-41296
3. Supporting Documentation
4. Photos - VAR-41297 and SUP-41296
5. Justification Letter - VAR-41297 and SUP-41296
6. Protest/Support Postcards – July 20, 2011 City Council Meeting Items - VAR-41297 and SUP-41296
7. Backup referenced from the June 14, 2011 Planning Commission Meeting Items – VAR-41297 and SUP-41296



0 300 600 Feet

CASE: **VAR-41297 AND SUP-41296**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) ZONE

N

0 300 600 Feet

CASE: **VAR-41297 AND SUP-41296**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) ZONE

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-41297	Staff recommends DENIAL, if approved subject to conditions:	SUP-41296
SUP-41296	Staff recommends DENIAL, if approved subject to conditions:	VAR-41297

** CONDITIONS **

VAR-41297 CONDITIONS

Planning

1. Conformance to the approved conditions for Special Use Permit (SUP-41296) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18.070. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The applicant shall ensure proper maintenance is conducted on the fabric screening to repair any and all damage, or to replace the screening if necessary.

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-41296 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Wireless Communication Facility, Stealth Design use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18.060. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The Wireless Communication Facility and its associated equipment and facility shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications monopole and its associated equipment and facility.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 85-foot tall (top of branches) Wireless Communication Facility, Stealth Design (Monopine) on a site that has an existing clubhouse and associated recreational amenities for a residential planned development located at 9501 Red Hills Road. The proposed facility will accommodate up to four carriers. The initial installation will provide 12 antennas at the 77-foot centerline. In addition, the placement of the facility will require the removal of two (2) existing pine trees from the southern perimeter of the site. An associated Variance request will also be considered, as the applicant is requesting a 12-foot tall chain link fence with fabric screening, where Title 19.12.075 limits the height to eight feet and does not consider the use of chain link fencing as an acceptable screen or perimeter wall for commercial uses, unless approved as part of an overall development plan. As proposed, the use cannot be conducted in a harmonious manner; therefore staff is recommending denial of the Special Use Permit and Variance. If the application is denied, the Wireless Communication Facility will have to be designed or relocated to comply with Title 19 requirements.

ISSUES

- The subject site is within a residentially planned development surrounded by single family residential homes with an elementary school located to the west of the property. The facility is not aesthetically compatible with the surrounding development and would exceed the height of any buildings or trees within the community.

- Although the fencing surrounding the existing tennis court is chain link with fabric screening, extending the same fencing to the perimeter of the site is not appropriate, and will not be compatible with the surrounding adjacent uses. The requested Variance is not due to a unique or extraordinary circumstance, but is instead a self-imposed hardship that an alternative design would allow conformance to Title 19.18 requirements.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/12/09	The Planning and Development Department denied a request for a Minor Site Development Plan Review (SDR-34366) for a proposed 60-foot tall Wireless Communication Facility, Stealth Design (Light Pole) at 9501 Red Hills Road.
03/15/11	The Planning and Development Department denied a request for a Minor Site Development Plan Review (SDR-41097) for a proposed 85-foot tall (top of the branches) Wireless Communication Facility, Stealth Design (Monopine) at 9501 Red Hills Road.

05/10/11	The Planning Commission held in abeyance a request for a Variance (VAR-41297) to allow a 12-foot high chain link fence where 8 feet is the maximum permitted; and a request for a Special Use Permit (SUP-41296) for a proposed 85-foot tall Wireless Communication Facility, Stealth Design (Monopine) at 9501 Red Hills Road. These items are held until 6/14/11 to allow the applicant time to submit photo simulation drawings of the proposed facility.
06/14/11	The Planning Commission voted (6-0-1/tm) to recommend DENIAL of companion items VAR-41297 and SUP-41296 (PC Agenda Items 16-17/ds).
07/20/11	The City Council voted to hold these items in abeyance to the September 21, 2011 City Council meeting.

Most Recent Change of Ownership	
01/26/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any recent building permits or business licenses issued for the subject site.

Pre-Application Meeting	
03/16/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Special Use Permit and Variance for a proposed Wireless Communication Facility, Stealth Design (Monopine) at 9501 Red Hills Road.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/06/11	A field check of the subject site was conducted by staff and found no trash/debris with the amenities and landscape areas being well maintained. No discrepancies were noted.

Details of Application Request	
Site Area	
Gross Acres	1.49

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Community Center, Private (Accessory)	PR-OS (Parks/Recreation/Open Space)	R-PD7 (Residential Planned Development- 7 Units per Acre)
North	Single Family Residences	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development- 7 Units per Acre)
South	Elementary School	PF (Public Facility)	C-V (Civic)
	Single Family Residences	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development- 7 Units per Acre)
East	Single Family Residences	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development- 7 Units per Acre)
West	Elementary School	PF (Public Facility)	C-V (Civic)
	Single Family Residences	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development- 7 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Peccole Ranch	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
R-PD (Residential Planned Development) District			Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject property is located in a residentially planned zoning district with an existing club house and associated recreational amenities on site. The initial installation will provide 12 antennas at the 77-foot centerline. In addition, the placement of the facility will require the removal of two (2) existing pine trees from the southern perimeter of the site. An associated Variance request will also be considered, as the applicant is requesting a 12-foot tall chain link fence with fabric screening, where Title 19.12.075 limits the height to eight feet and does not consider the use of chain link fencing as an acceptable screen or perimeter wall for commercial uses.

As the proposed Wireless Communication Facility would be located within a residential community, it exceeds the height of existing buildings and trees in the surrounding area. Additionally, the arid climate in Las Vegas may necessitate regular maintenance of the proposed fabric screening to repair/replace damaged areas. As the facility is not aesthetically compatible with the surrounding development, and the Variance is a self imposed hardship, staff is recommending denial.

FINDINGS (VAR-41297)

In accordance with the provisions of Title 19.18.070, the 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 12-foot tall chain link fencing with fabric screening. Alternative wall design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-41296)

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 subject site is within a residentially planned development surrounded by single family residential homes with an elementary school located to the west of the property. The proposed facility (and future carriers) will result in a negative visual impact upon the surrounding community. As such, the use cannot be conducted in a harmonious manner and is not compatible with existing neighboring land uses; therefore staff is recommending denial of this application.

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 intensity of the proposed use, as the facility will be greater in height than surrounding trees and structures. In addition, as new antennas/carriers co-locate on the facility, the Wireless Communication Facility would create a visual intrusion to the residential properties neighboring the property.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Red Hills Road, an 80-foot right-of-way. This street provides adequate access to and from the subject site.

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 this Special Use Permit will not compromise public health, safety, or welfare as the proposed Wireless Communication Facility, Stealth Design use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04**

   The use does not meet all conditional use regulations per Title 19.04, making this request for a Special Use Permit necessary.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 402 (By City Clerk)

APPROVALS 4

PROTESTS 40

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-41297** APN: 163-06-610-002

Name of Property Owner: Peccole Ranch Community Assn.

Name of Applicant: Tower Consulting, Inc.

Name of Representative: Chris Wener

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

RECEIVED
MAR 28 2011

Signature of Property Owner: Richard D Layton

Print Name: Richard D. Layton

Subscribed and sworn before me

This 24 day of March, 2011

Janet M Porter
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JANET M. PORTER
Appt. No. 02-77952-1
My Appt. Expires Dec. 21, 2013

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 9501 Red Hills Rd., Las Vegas, NV 89117

Project Name Peccole Ranch **Proposed Use** Wireless Site

Assessor's Parcel #(s) 163-06-610-002 **Ward #** 2

General Plan: existing OS proposed n/a **Zoning:** existing R-PD7 proposed n/a

Commercial Square Footage n/a **Floor Area Ratio** n/a

Gross Acres n/a **Lots/Units** n/a **Density** n/a

Additional Information 80' Wireless Communications Facility, Stealth Design. Variance for 12' chain link fence to match existing where 8' is permitted.

PROPERTY OWNER Peccole Ranch Community Assn **Contact** Jan Porter

Address 9501 Red Hills Rd. **Phone:** (702) 255-3551 **Fax:** (702) 243-5819

City Las Vegas **State** NV **Zip** 89117

E-mail Address jan@peccoleran.com

APPLICANT Tower Consulting, Inc. **Contact** Chris Wener

Address 8905 W. Post Rd., Suite 100 **Phone:** (702) 339-9112 **Fax:** (702) 367-8733

City Las Vegas **State** NV **Zip** 89148

E-mail Address cwener@spectrumse.com

REPRESENTATIVE Chris Wener **Contact** Chris Wener

Address 8905 W. Post Rd., Suite 100 **Phone:** (702) 339-9112 **Fax:** (702) 367-8733

City Las Vegas **State** NV **Zip** 89148

E-mail Address cwener@spectrumse.com

Peccole Ranch Community Association

Property Owner Signature* Richard D. Layton

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Richard Layton

Subscribed and sworn before me

This 24 day of March, 2011.

Janet M Porter

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JANET M. PORTER
Appt. No. 02-77862-1
My Appt. Expires Dec. 21, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VA R-41297
Meeting Date:	5/10/11 PC
Total Fee:	$830.00
Date Received:*	3/24/11
Received By:	RECEIVED MAR 28 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

TOWER CONSULTING, INC.

8905 W. POST ROAD SUITE 100
LAS VEGAS, NEVADA 89148
PHONE: (702) 367-7705

OMNIPOINT DBA T-Mobile

PECCOLE RANCH
TCI-028/VG08373E

9501 RED HILLS ROAD
LAS VEGAS, NEVADA 89117

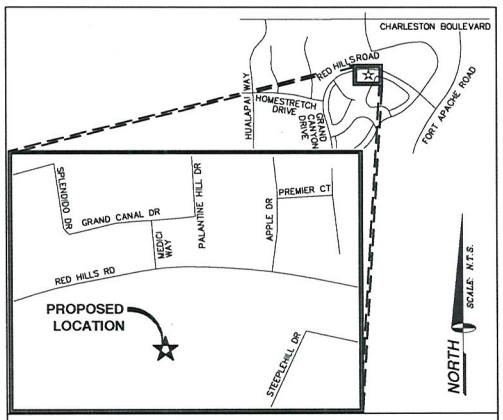
THE PROPOSED TOWER CONSULTING, INC. PROJECT INCLUDES:

- INSTALLATION OF AN 80' MONOPINE WITH BRANCHES NOT TO EXCEED 85'
- INSTALLATION OF 12' CHAINLINK FENCE WITH FABRIC SCREENING TO MATCH EXISTING
- INSTALLATION OF (2) 5' WIDE X 7' HIGH CHAINLINK GATES WITH FABRIC SCREENING TO MATCH EXISTING

THE PROPOSED T-MOBILE PROJECT INCLUDES:

- INSTALLATION OF (12) T-MOBILE ANTENNAS AT A 77' CENTERLINE
- INSTALLATION OF T-MOBILE OUTDOOR EQUIPMENT ON A 10' X 20' CONCRETE PAD

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE
TOWER CONSULTING, INC.
8905 W. POST ROAD SUITE 100
LAS VEGAS, NEVADA 89148

CONTACT: CHRIS WENER
PHONE: (702) 339-9112

T-MOBILE
4175 S. RILEY ST., STE. 101
LAS VEGAS, NEVADA 89147

CONTACT:
BOB VORLICEK
PHONE: (702) 822-2802

PROPERTY INFORMATION

OWNER:	PECCOLE RANCH COMMUNITY ASSOCIATION 9501 RED HILLS ROAD LAS VEGAS, NEVADA 89117
CONTACT: PHONE:	JAN PORTER (702) 255-3351
AREA OF CONSTRUCTION:	2240± SQ. FT.
OCCUPANCY TYPE:	S-2
CONSTRUCTION TYPE:	V-B
CURRENT ZONING:	RESIDENTIAL PLANNED DEVELOPMENT DISTRICT (R-PD7)
JURISDICTION:	CITY OF LAS VEGAS
APN:	163-06-610-002
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION

EQUIPMENT LOCATION:	☐ OUTDOOR ☐ INDOOR ■ N/A
EQUIPMENT SHELTER:	☐ YES ■ NO
ANTENNA LOCATION:	☐ NEW MONOPINE ☐ SELF SUPPORT TOWER ☐ EXISTING MONOPINE ☐ ROOF TOP ☐ EXISTING TOWER ■ OTHER: NO ANTENNAS, TOWER ONLY

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. INTERNATIONAL BUILDING CODE 2006 W/STATE AMENDMENTS
2. UNIFORM MECHANICAL CODE 2006
3. ANSI/EIA-222-F LIFE SAFETY CODE
4. UNIFORM PLUMBING CODE 2006
5. NATIONAL ELECTRIC CODE 2005
6. LOCAL BUILDING CODE(S)
7. CITY AND/OR COUNTY ORDINANCES
8. UNIFORM FIRE CODE 2003

CODE COMPLIANCE

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER
PHONE: (702) 367-7705
FAX: (702) 367-8733

STRUCTURAL ENGINEER:
T.B.D.

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
RICHARD TOMASIELLO
PHONE: (702) 363-9530

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
CHRIS WENER
PHONE: (702) 367-7705
FAX: (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
A1	SITE PLAN	2
A2	SITE DETAIL	2
A3	EAST & WEST ELEVATIONS	2

ISSUED FOR: ZONING

SHEET INDEX

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		

APPROVAL LIST

VAR-41297
SUP-41296

RECEIVED
MAR 24 2011

TOWER CONSULTING, INC.
8905 W. POST ROAD SUITE 100
LAS VEGAS, NEVADA 89148
PHONE: (702) 367-7705

OMNIPOINT DBA T-Mobile
4175 S. RILEY ST., STE. 101
LAS VEGAS, NEVADA 89147

PROJECT INFORMATION:
PECCOLE RANCH
TCI-028/VG08373E
9501 RED HILLS ROAD
LAS VEGAS, NEVADA 89117

CURRENT ISSUE DATE:
03/22/11

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	03/22/11	ZONING REVISIONS	R.R.
1	01/21/11	100% ZONING	R.S.
0	09/23/09	90% ZONING	R.S.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:	REVISION:
T1	2

TCI-028

LEGAL DESCRIPTION

BEING LOT 15-2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 64, PAGE 25 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; LYING WITHIN THE SOUTH HALF (S1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BASIS OF BEARINGS

A FIELD SURVEY WAS PERFORMED ON JUNE 3, 2009.

SOUTH 36°49'19" EAST, BEING THE CENTERLINE OF WORLD CUP DRIVE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 46, PAGE 99 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL NO. 9LV19 NNW6
BEING A RIVET AND PLATE IN TOP OF CURB LOCATED ON THE SOUTH EAST CORNER OF CHARLESTON BOULEVARD AND TOWN CENTER DRIVE.

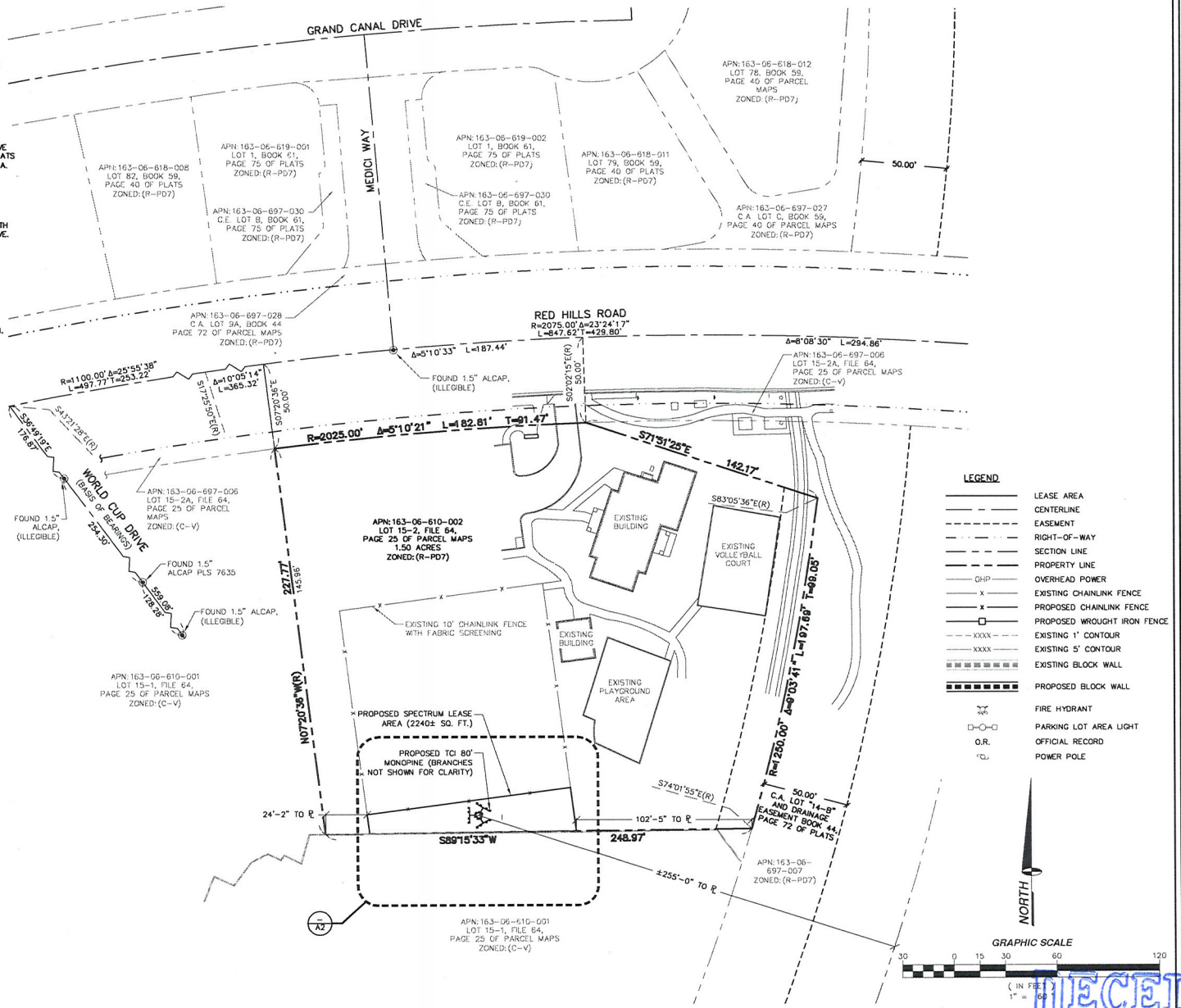
ELEVATION: 3004.34 FEET (NAVD 1988)
915.724 METERS (NAVD 1988)

FLOOD NOTE

AS SCALED FROM FLOOD INSURANCE RATE MAP NO. 32003C2145E, DATED SEPTEMBER 27, 2002 AND PER SAID MAP: ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTES & TITLE REPORT EXCEPTIONS

SPECTRUM SURVEYING & ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED BY THE CLIENT.



LEGEND

- LEASE AREA
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- SECTION LINE
- PROPERTY LINE
- OHP — OVERHEAD POWER
- EXISTING CHAINLINK FENCE
- PROPOSED CHAINLINK FENCE
- PROPOSED WROUGHT IRON FENCE
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING BLOCK WALL
- PROPOSED BLOCK WALL
- FIRE HYDRANT
- PARKING LOT AREA LIGHT
- O.R. — OFFICIAL RECORD
- POWER POLE

SITE PLAN

SCALE: 1" = 60' 1

TOWER CONSULTING, INC.
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PHONE: (702) 367-7705

OMNIPOINT dba T-Mobile
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LAS VEGAS, NEVADA 89147

PROJECT INFORMATION:

PECCOLE RANCH
TCI-028/VG08373E

9501 RED HILLS ROAD
LAS VEGAS, NEVADA 89117

CURRENT ISSUE DATE: 03/22/11

ISSUED FOR: ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	03/22/11	ZONING REVISIONS	R.R.
1	01/21/11	100% ZONING	R.S.
0	09/23/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE: SITE PLAN

SHEET NUMBER: A1 REVISION: 2

TCI-028

VAR-41297
SUP-41296

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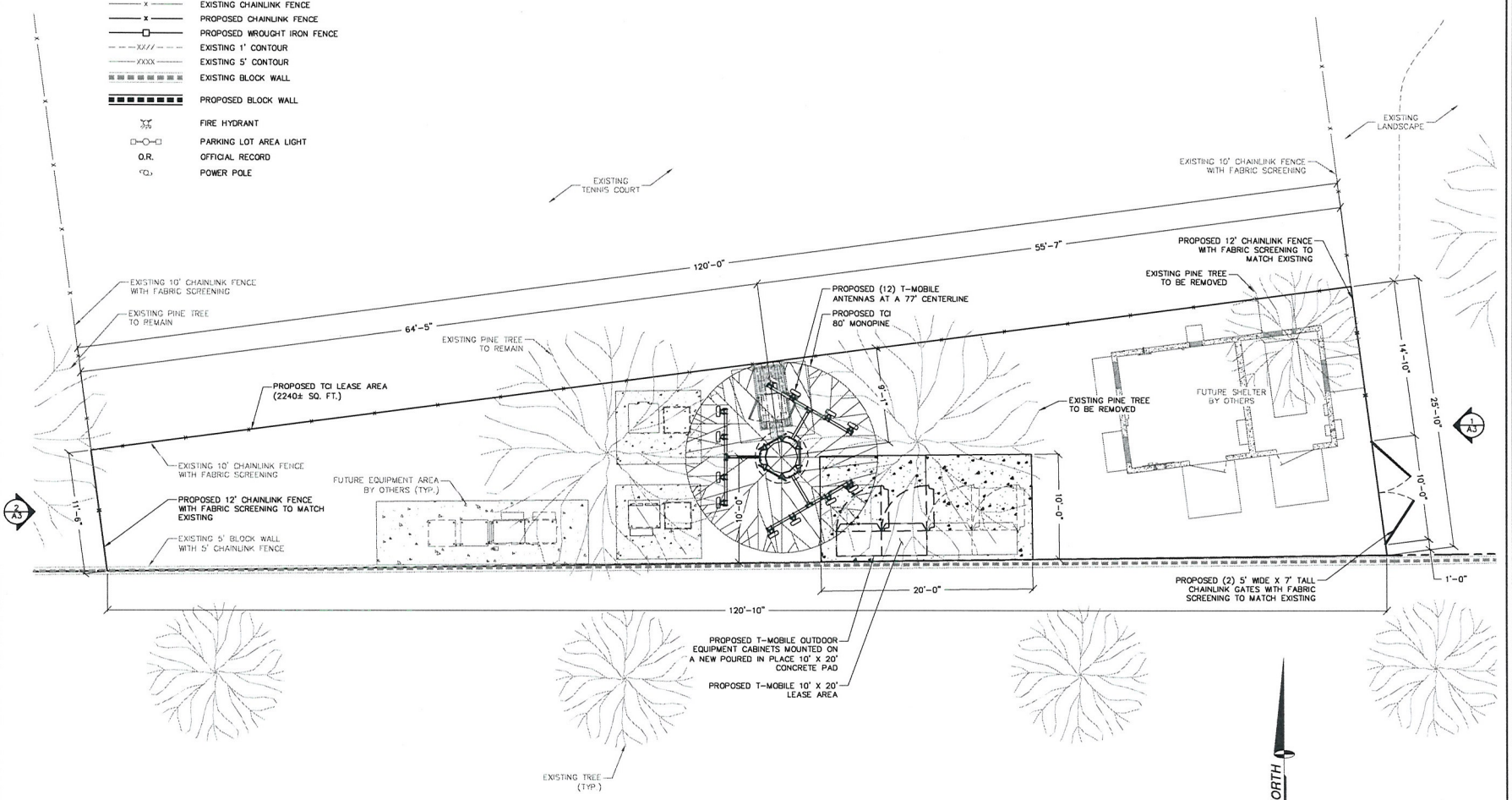
MAR 24 2011



SITE DETAIL

SCALE: 1" = 10'

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MAR 24 2011

VAR-41297

SUP-41296

TOWER CONSULTING, INC.
8905 W. POST ROAD SUITE 100
LAS VEGAS, NEVADA 89148
PHONE: (702) 367-7705

OMNIPOINT
T-Mobile
4175 S. RILEY ST., STE. 101
LAS VEGAS, NEVADA 89147

PROJECT INFORMATION:

PECCOLE RANCH
TCI-028/VG08373E

9501 RED HILLS ROAD
LAS VEGAS, NEVADA 89117

CURRENT ISSUE DATE:
03/22/11

ISSUED FOR:
ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	03/22/11	ZONING REVISIONS	R.R.
1	01/21/11	100% ZONING	R.S.
0	09/23/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

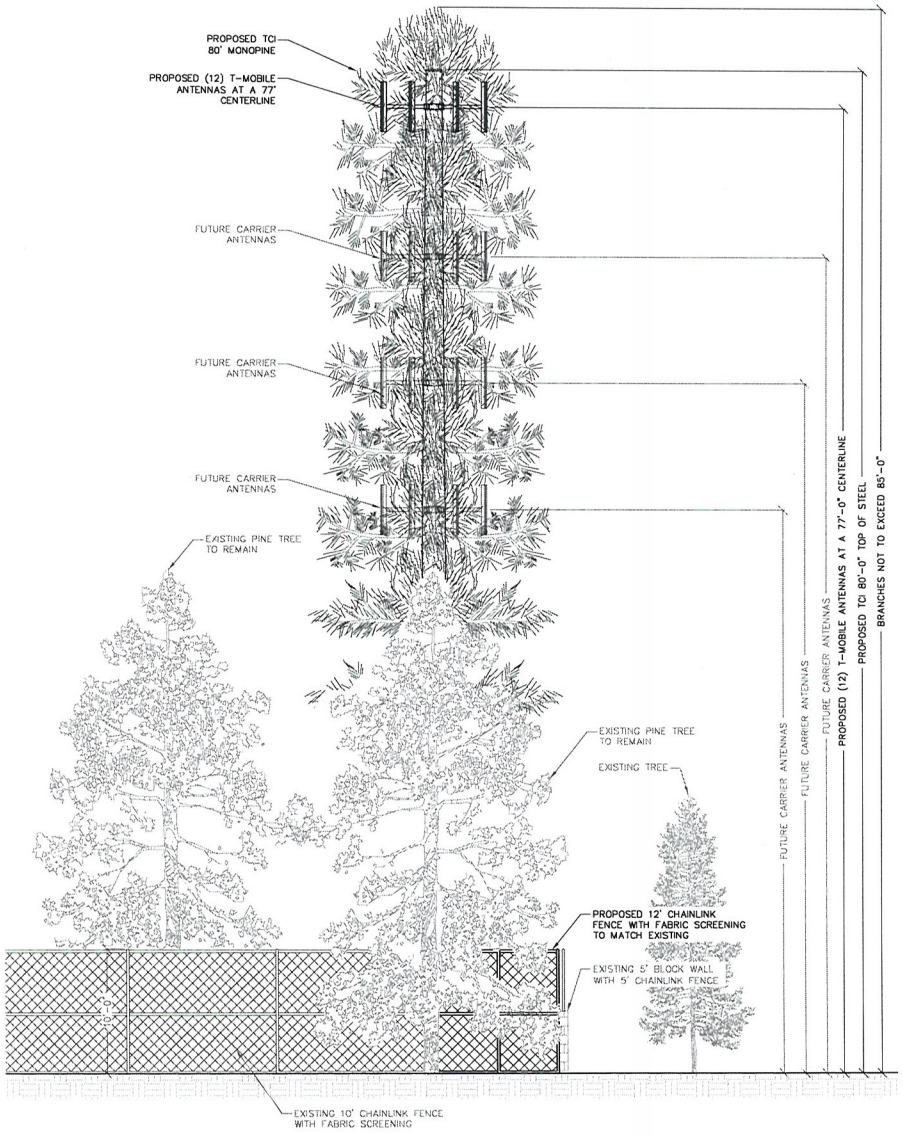
LICENSURE:

SHEET TITLE:
SITE DETAIL

SHEET NUMBER: A2

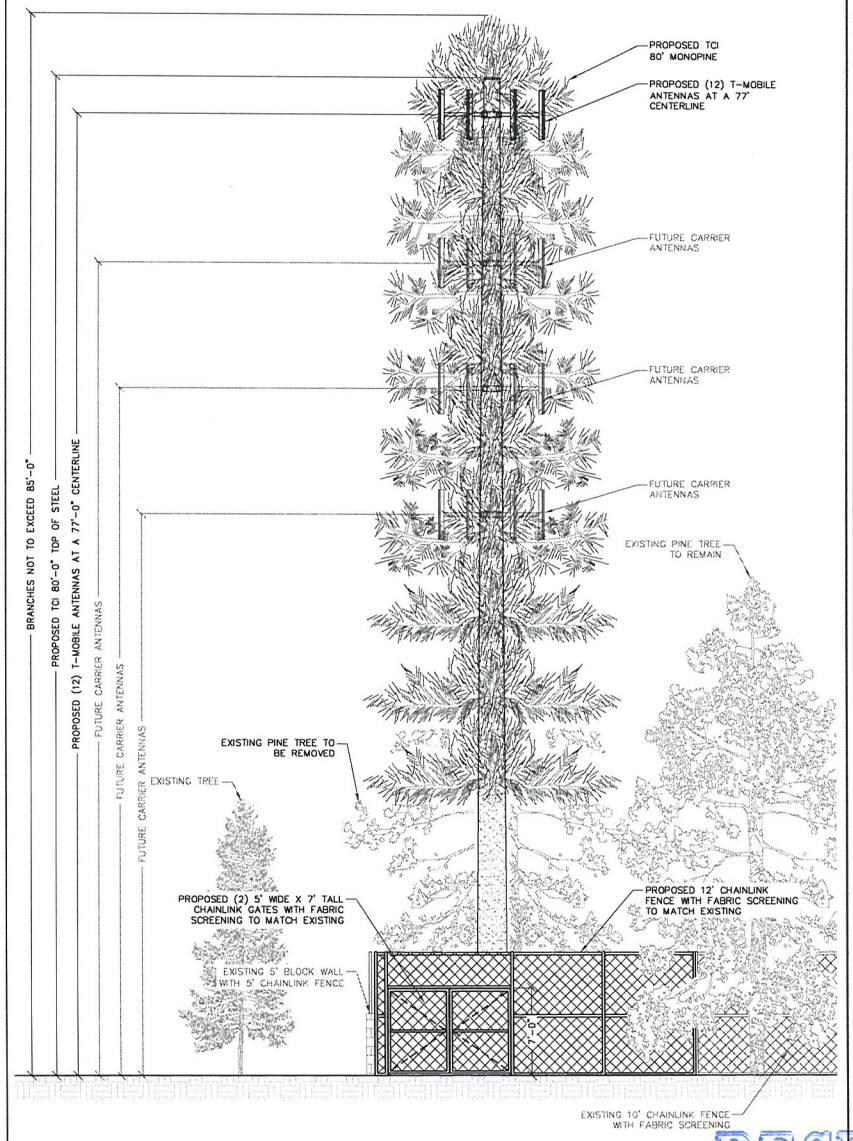
REVISION: 2

TCI-028



WEST ELEVATION

SCALE: 1" = 10' 2



EAST ELEVATION

SCALE: 1" = 10' 1

TOWER CONSULTING, INC.
8905 W. POST ROAD SUITE 100
LAS VEGAS, NEVADA 89148
PHONE: (702) 367-7705

OMNIPOINT
T-Mobile
4175 S. RILEY ST., STE. 101
LAS VEGAS, NEVADA 89147

PROJECT INFORMATION:

PECCOLE RANCH
TCI-028/VG08373E

9501 RED HILLS ROAD
LAS VEGAS, NEVADA 89117

CURRENT ISSUE DATE:

03/22/11

ISSUED FOR:

ZONING

REV.:	DATE:	DESCRIPTION:	BY:
2	03/22/11	ZONING REVISIONS	R.R.
1	01/21/11	100% ZONING	R.S.
0	09/23/09	90% ZONING	R.S.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
8905 W POST RD., SUITE 100
LAS VEGAS, NEVADA 89148
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY:	CHK.:	APV.:
R. SAN JUAN	M. CEFALU	C. WENER

LICENSURE:

SHEET TITLE:

EAST & WEST
ELEVATIONS

SHEET NUMBER: A3 REVISION: 2

TCI-028

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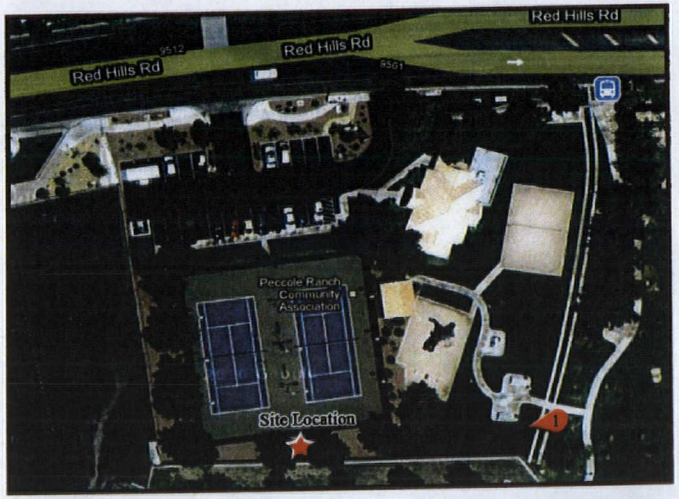
VAR-41297

SUP-41296

PECCOLE RANCH 9501 RED HILLS ROAD LAS VEGAS, NEVADA 89117

VIEW 1



LOCATION

EXISTING

PROPOSED

MAR 0 2 2011

SPECTRUM
8905 W. POST ROAD SUITE 100 LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705
FAX: (702) 367-8733

TOWER CONSULTING, INC.
8905 W. POST ROAD SUITE 100 LAS VEGAS, NEVADA 89148
OFFICE: (702) 367-7705, FAX: (702) 367-8733

VAR-41297
SUP-41296

VAR-41297 & SUP-41296 - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION
9501 RED HILLS ROAD

03/31/11

VAR-41297 & SUP-41296 - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION
9501 RED HILLS ROAD

03/31/11

VAR-41297 & SUP-41296 - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION
9501 RED HILLS ROAD

03/31/11

VAR-41297 & SUP-41296 - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION
9501 RED HILLS ROAD

03/31/11

8905 West Post Road, Suite 100
Las Vegas, Nevada 89148
telephone: (702) 367-7705 ext 219
facsimile (702) 367-8733
mobile (702) 985-1964

February 25, 2011

City of Las Vegas, Planning & Development Department
Attn: Margo Wheeler, Director
333 N. Rancho Drive
Las Vegas, NV 89106

re: APN 163-06-610-002; Tower Consulting, Inc., site TCI-028 Peccole Ranch

To Whom it May Concern:

Pursuant to Section 19A.04.040(C) of the Zoning Code of the City of Las Vegas, enclosed please find an application for Conditional Use Permit and Variance for a proposed facility at 9501 Red Hills Road, Las Vegas, Nevada, the location of the Peccole Ranch Community Center. TCI proposes to construct a "monopine-type," multi-user tower. I have enclosed drawings that illustrate the proposal and photographs of the location.

The proposal qualifies for administrative approval for the following reasons:

- Variance to allow 12' high chain link fence to match existing
- *"No residential use may exist on the property."* The property is used exclusively as a recreation and community center for the Peccole Ranch development.
- Because the tower is designed to appear as a pine tree, it is *"a wireless communication facility that is designed to blend into the surrounding environment…*[such as] *tower alternative structures…*[and] *other camouflaging techniques…."*
- The proposed facility is not *"within an area designated as a Historic Preservation District…."* The subject parcel is zoned R-PD7.
- *"The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility."* TCI proposes to construct a facility that appears as a pine tree. This design was selected to blend with the natural pine trees on the property. TCI's ground equipment would be located within a chain link fence with fabric screening to match the existing tennis court fencing height and style.

Please contact me if I may assist your consideration in any way.

Sincerely,

Damien Huggard

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SUP-41296

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2011 AUG -1 A 9:12

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

HAMPTON DONALD LEON II & RACHEL
1517 BREEZE CANYON DR
LAS VEGAS NV 89117-7251

APN#16306614015

LB FRDFN11 89117

08/01/2011 MON 08:10 [TX/RX NO 8899] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

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2011 JUL 11 A 10:25

HABERMAN LIVING TRUST
HABERMAN DAVID M & LORETTA A
9416 STEEPLEHILL DR
LAS VEGAS NV 89117-7270

APN#16306614005

PAGE. 1/ 1

City of Las Vegas
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400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 JUL 11 A 7:03

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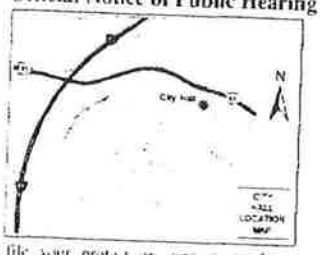

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

City Council Meeting of 7/20/2011

DESHAZER RANDAL A & MICHELLE L
1308 PREMIER CT
LAS VEGAS NV 89117-7134

APN#16306517007

Jul.09.2011 12:23 PM

07/09/2011 SAT 11:37 [TX/RX NO 9717] 001

p.1
1 702 869 1773
Jul 08 2011 4:41PM AAA Sheron Zinn
07/08/2011 FRI 15:14 [TX/RX NO 9710] 001

City of Las Vegas
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400 Stewart Avenue
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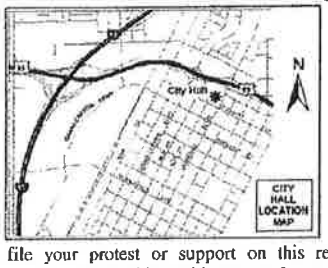

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

ZINN SHERON H
1316 PALANTINE HILL DR
LAS VEGAS NV 89117-0855

APN#16306520049

I Strongly oppose allowing a 12-Foot high fence and/or 85 foot wireless structure to be built

Sheron Zinn 232-5179

18 FROFM11 89117

2011 JUL 11 A 7:02

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Office Of The City Clerk
400 Stewart Avenue
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

SUTHERLAND T B QUAL PERS RES TR
SUTHERLAND S A QUAL PERS RES TR
9401 DREW CT
LAS VEGAS NV 89117-7273

APN#16306614053

18 FRDFN11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

FICHTER RICHARD C & NARDA L
9412 VALENCIA CANYON DR
LAS VEGAS NV 89117-7130

APN#16306616002

18 FRDFN11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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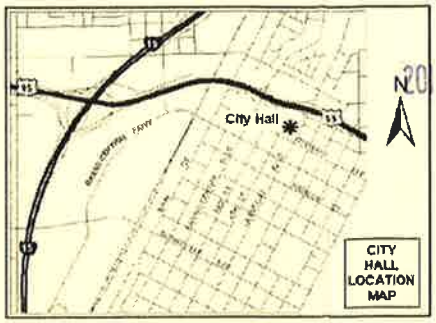

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

SALSBURY FRANK E & LYNN M
9525 RANCHO PALMAS DR
LAS VEGAS NV 89117-0850

APN#16306520041

NOT!
NOT!
NOT!
You have already added a APT Complex and a medical Building in my Neighborhood. This is gone FAR ENOUGH!

89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 JUL 12 A 10:53

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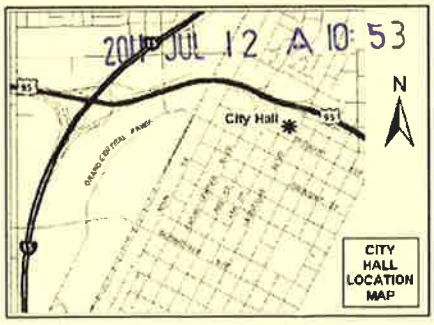

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

WE, AS HOMEOWNERS, FEEL THIS SHOULDN'T BE PUT UP IN A RESIDENTIAL AREA. PROPERTY VALUES ARE DROPPING DAILY + THIS UNSIGHTLY 12FT CHAIN LINK FENCE + TOWER WILL HURT VALUES EVEN MORE,
THANK YOU.

SAVA RICHARD A & ROSEANN M
9637 RANCHO PALMAS DR
LAS VEGAS NV 89117-0848

APN#16306520026

89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 JUL 13 P 1:04

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

ARJANA I WAYAN
PAMPEL-ARJANA PATRICE B
1517 IMPERIAL CUP DR
LAS VEGAS NV 89117-0806

APN#16306611060

18 FRDFN11 89117

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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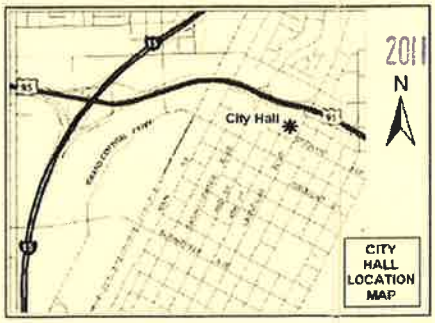

STOP THIS EFFORT!

7/11/11

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-41297 & SUP-41296
City Council Meeting of 7/20/2011

HAMANN ALOHA NUI FAMILY TRUST
HAMANN ROBERT S & MARILYN G TRS
9811 W CHARLESTON BLVD #2785
LAS VEGAS NV 89117-7528

APN#16306614044

18 FRDFN11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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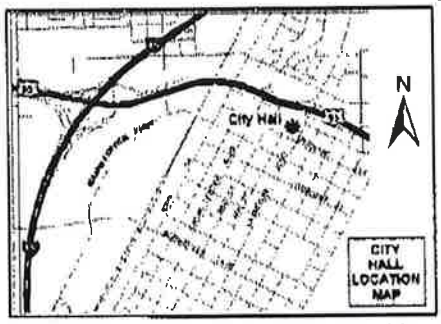

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

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2011 JUL 11 A 8

APPLIED BUSINESS VENTURES INC
1800 E SAHARA #~~107~~
LAS VEGAS NV 89104-3732

APN#16306614054

27 PROPH1 69104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 JUL 12 A 10:50

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

BUTCHER JEFFREY
1416 PREMIER CT
LAS VEGAS NV 89117-7139

APN#16306615004

This is right in the middle of Tennis, volleyball & kid's playground. And an Elementary school as well. There must be a better location!

16 PROPH1 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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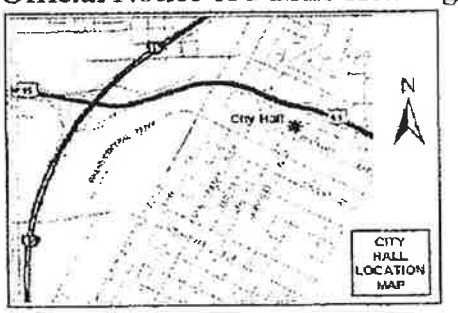
Official Notice of Public Hearing



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2011 JUL 14 A 8:57

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

SLOTTA MARK
LEE BILL LANE JR
1617 BREEZE CANYON DR
LAS VEGAS NV 89117-7247

APN#16306614022

18 FRDFN11 89117

THIS PROJECT WOULD ENCUMBER THE VIEW FROM MY HOME AND POSSIBLY EFFECT OUR PROPERTY VALUES.
THIS IS THE SECOND REQUEST FOR A VARIANCE ON THIS PROJECT. AS HOME OWNERS IN PECOLE RANCH WITH IN FEET OF THE PROPOSED TOWER WE VEHEMENTLY REQUEST THE CITY SAY NO TO TOWER CONSULTING INC

MARK SLOTTA
(702) 575-7057

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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2011 JUL 14 P 12: 10

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FIRST CLASS

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

City Council Meeting of 7/20/2011

FORD TODD B & SUSAN E
1617 WINDSFORD CIR
LAS VEGAS NV 89117-7228

APN#16306614089

18 FRDFN11 89117

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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JUL 07 2011
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CITY CLERK
2011 JUL 13 P 1:04

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-41297 & SUP-41296
City Council Meeting of 7/20/2011

HILL LAURENCE & SUSAN
9505 GRAND CANAL DR
LAS VEGAS NV 89117-0859

APN#16306619002

18 FRDFN11 89117

07/15/2011 FRI 08:52 [TX/RX NO 9796] 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-41297 & SUP-41296
City Council Meeting of 7/20/2011

PRESORTED FIRST CLASS

2011 JUL 15 A 9:51

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CITY CLERK

COLUCCI DUANE A
9421 VALENCIA CANYON DR
LAS VEGAS NV 89117-7133

APN#16306616012

JUL-15-2011 09:47AM FROM-RAMPART SPORTSBOOK 7025075994 T-997 P.001/001 F-884

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CITY CLERK
2011 JUL 18 P 12:04

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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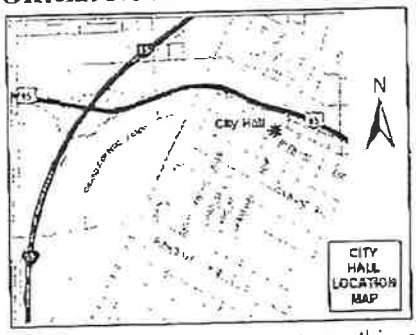
Official Notice of Public Hearing



The middle of a residential community is not an appropriate location for an 85-foot high communication tower. If addtitional towers are necessary (which I would question at this point), there are certainly better places to build them. Thank you.

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-41297 & SUP-41296

City Council Meeting of 7/20/2011

SWAIN FAMILY TRUST
SWAIN SCOTT A & LAURIE T TRS
1605 BREEZE CANYON DR
LAS VEGAS NV 89117-7247

APN#16306614019

5 FRDFN11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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2011 JUL 18 P 12:20

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

MA XINYU & JIAJIA
21 WINTERBRANCH
IRVINE CA 92604-4604

APN#16306516003

Note: cell phone tower shouldn't be this close to the Elementary school. Electromagnetic radiation is bad for kids.

92 FRDFN11 92604

Application Information

VAR-41297 - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION – For possible action on a Request for a Variance TO ALLOW A 12-FOOT HIGH CHAIN LINK FENCE WHERE EIGHT FEET IS MAXIMUM HEIGHT PERMITTED on 1.49 acres at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson).

SUP-41296 - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION - For possible action on a Request for a Special Use Permit FOR A PROPOSED 85-FOOT HIGH WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPINE) at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson).

Cell phone tower shouldn't be installed next door to the Elementary school. Electromagnetic Radiation is bad for kids!

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***July 20, 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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2011 JUL 18 P 12 21

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

PUNI MARLA SEPARATE PPTY TR
PUNI MARLA TRS
1524 OAK MEADOW LN
S PASADENA CA 91030-3940

APN#16306712032

2 FRDFN11 9100

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

2011 JUL 18 P 12 21

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MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request Strongly

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

KOST FAMILY TRUST
KOST NANCY E & WILLIAM A TRS
9432 STEEPLEHILL DR
LAS VEGAS NV 89117-7270

APN#16306614009

I did call, left a message to have Someone call me. No response from my Council reps office

16 FRDFN11 9117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2011 JUL 19 A 10:57

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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-41297 & SUP-41296
City Council Meeting of 7/20/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004279218
$ 00.41⁴
JUL 07 2011
MAILED FROM ZIP CODE 89101

I Think This is bad for Peccole Ranch a DANGER. right next to a school. & we soon find a nother Place For this Tower.

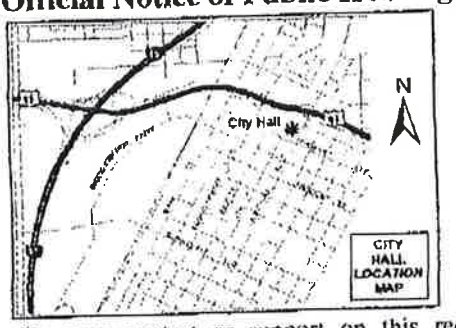
REILLY MICHAEL D & TAKAKO M
1417 PALANTINE HILL DR
LAS VEGAS NV 89117-0857

APN#16306618016

18 FEDFM11 89117

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-41297 & SUP-41296
City Council Meeting of 7/20/2011

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CITY CLERK
2011 JUL 20 A 11 01

SEGAL DAVID P & JOYCE
1428 COUNTRY HOLLOW DR
LAS VEGAS NV 89117-6604

APN#16306210121

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

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CITY CLERK
2011 JUL 20 A 10 50

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004279218 JUL 07 2011
MAILED FROM ZIPCODE 89101

SHIHADEH PAUL E
MONSON KRISTA L
1409 PALANTINE HILL DR
LAS VEGAS NV 89117-0857

APN#16306618015

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CITY CLERK

2011 JUL 11 A 8:58

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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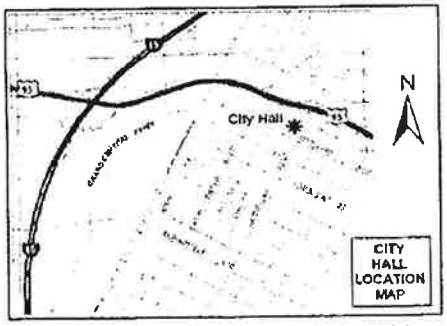

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

City Council Meeting of 7/20/2011

CONKLIN JOHN & JOAN
1324 PALANTINE HILL DR
LAS VEGAS NV 89117-0855

APN#16306519011

18 FRDFN11 89117

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CITY CLERK

2011 JUL 11 A 7:03

City of Las Vegas
Office Of The City Clerk
500 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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JUL 07 2011
MAILED FROM ZIPCODE 89101

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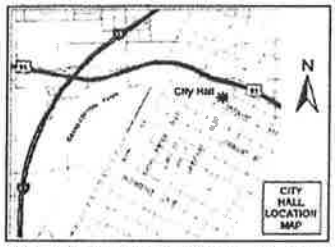

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

MACKIE DUNCAN RAND
1512 IMPERIAL CUP DR
LAS VEGAS NV 89117-0804

APN#16306611048

18 FRDFN11 89117

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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CITY CLERK

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FIRST CLASS

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PITNEY BOWES
02 1M $ 00.41[4]
0004279218 JUL 07 2011
MAILED FROM ZIP CODE 89101

2011 JUL 12 A 10:53

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MITOK GERALD W JR
1217 DAYTONA LN
LAS VEGAS NV 89117-7112

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
City Council Meeting of 7/20/2011

APN#16306512036

we need a communication tower 100%. My cell service in my house is terrible. PLEASE MAKE THIS HAPPEN

18 FRDFN11 89117

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

Attention: Carmen Busney

From: Karen Simons, 1613 St. Katherine Cr. Las Vegas, NV 891147

Re: Peccole Ranch Cell Phone Tower

I oppose the placement of a cell phone tower in the proposed location in Peccole Ranch.

First of all, I have excellent cell phone service from Verizon; thus negating Peccole Ranch's claim that current coverage is limited for all carriers and requires placement in the community.

Secondly, it is within approximately 1000 feet of an elementary school. EMR exposure to children during school hours will very high, expecially when they play near the baseball diamond.

Third, Churchill Estates is the closest subdivision and will be directly exposed to higher EMR levels. This will affect their health as well as lower property values.

Finally, the cell phone tower may be placed at business locations such as the Smith shopping Center or Village Square. This will protect residents from long term exposure of electromagnetic radiation exposure as well as minimize the eyesore of the cell phone tower.

Please consider my objections.

Thank you.

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JUN 14 2011
VAR-41297
SUP-41296 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

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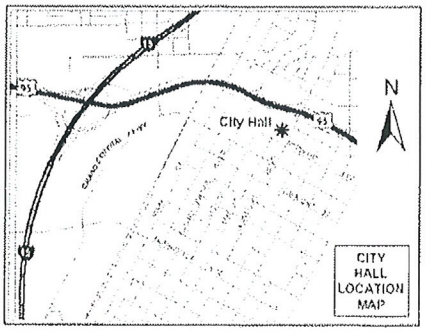

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MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

Case: VAR-41297
16306712024
MAJETICH FAMILY TRUST
9433 CHURCHILL DOWNS DR
LAS VEGAS NV 89117-7223

18 BRDFN11 89117

21-22
P

May 01 2011 12:19PM AAA Sheron Zinn 1 702 869 1773 p.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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UNITED STATES POSTAGE PITNEY BOWES
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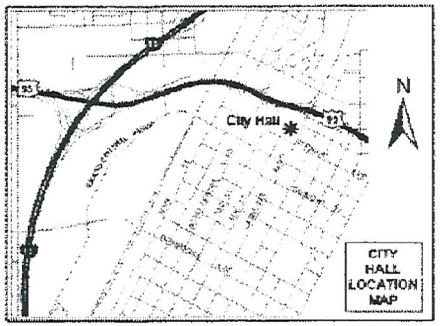

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

Case: VAR-41297

16306520049
ZINN SHERON H
1316 PALANTINE HILL DR
LAS VEGAS NV 89117-0855

Strongly oppose!!
Sheron Zinn

RECEIVED
MAY - 2 2011

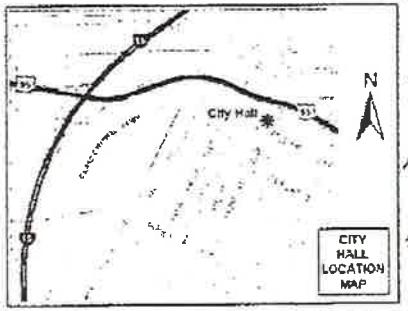
91-22
R

May 04 11 02:08p BOB AND LESLIE KOST 7022430215 p.2

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



AS RESIDENTS OF PECOLE RANCH FOR OVER 15 YRS, WE WOULD LIKE TO GO ON RECORD STATING OUR OPPOSITION TO THE REVERSE VARIANCE THAT WOULD ALLOW AN 85 FT CELL TOWER IN OUR DEVELOPMENT.

PECOLE RANCH IS A PEACEFUL, TREE LINED NEIGHBORHOOD WITH WALKING PATHS AND AN ELEMENTARY SCHOOL, THIS IS NOT A PLACE FOR A CELL TOWER.

THERE IS COMMERCIAL PROPERTY BORDERING PECOLE RANCH THAT IS MORE SUITABLE TO THIS TYPE OF DEVELOPMENT THEN RUINING THE LOOK OF AN ESTABLISHED NEIGHBORHOOD, JUST EAST OF SAHARA & FORT APACHE ARE TWO ESTABLISHED CELL TOWERS, IT IS NOT NECESSARY TO BUILD WITH A RESIDENTIAL AREA— KEEP NEIGHBORHOODS FOR FAMILIES AND NOT DEVELOPMENT,

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

Case: VAR-41297

16306614009
KOST FAMILY TRUST
9432 STEEPLEHILL DR
LAS VEGAS NV 89117-7270

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MAY -5 2011

002

05/09/2011 13:31 FAX

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MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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APR 28 2011
MAILED FROM ZIPCODE 89101

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Certainly there must be more suitable locations for an 85-foot high communication tower than the middle of a residential community.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

Case: VAR-41297
16306614019
SWAIN FAMILY TRUST
1605 BREEZE CANYON DR
LAS VEGAS NV 89117-7247

P.02

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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0004279218 APR 28 2011
MAILED FROM ZIPCODE 89101

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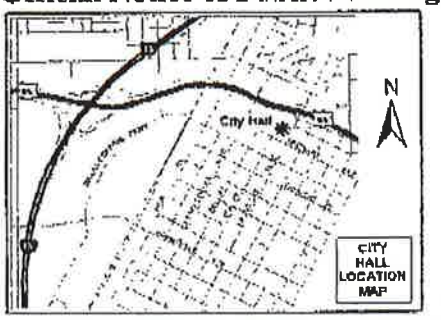

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41297

16306616012
COLUCCI DUANE A
9421 VALENCIA CANYON DR
LAS VEGAS NV 89117-7133

21-22 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41297

16306618016
REILLY MICHAEL D & TAKAKO M
1417 PALANTINE HILL DR
LAS VEGAS NV 89117-0857

Why build a Cell tower next to a El. School where Kids will clim on fence & be in danger. Peccole Ranch does not need a eye sore Mr. Wolfson. If all resdents in Peccole Ranch knew what is going on they would oppose. Mail one card out that looks like junk mail it goes in the trash. STOP THIS TOWER Thank you

2-23-9

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 28 2011
MAILED FROM ZIPCODE 89101

RECEIVED
MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Return Service Requested

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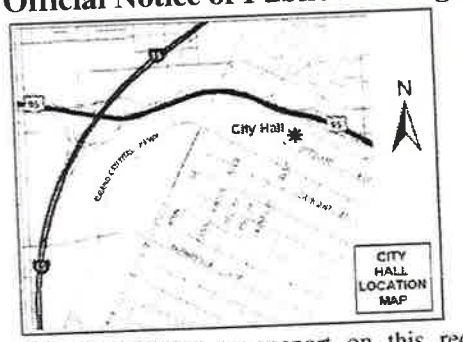

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

Case: VAR-41297

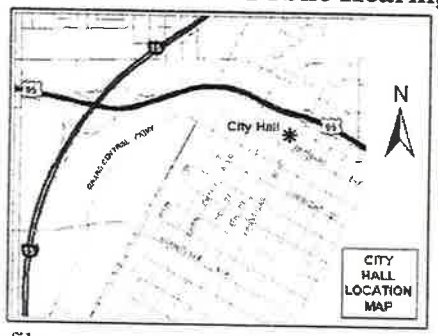
16306615006
LISTER WILLIAM J FAMILY TRUST
1408 PREMIER CT
LAS VEGAS NV 89117-7139

16 89117

21-22 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41297

16306618015
SHIHADEH PAUL E
1409 PALANTINE HILL DR
LAS VEGAS NV 89117-0857

18 BRDFN11 89117

21-22
P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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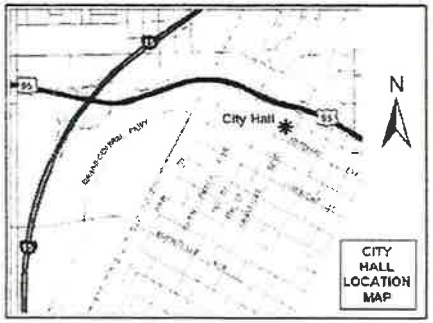
0004279218 APR 28 2011
MAILED FROM ZIPCODE 89101

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-41297 & SUP-41296
Planning Commission Meeting of 5/10/2011

WE FEEL THIS SHOULDN'T BE PUT UP IN A RESIDENTIAL AREA. PROPERTY VALUES ARE DROPPING DAILY AND THIS WOULD HURT VALUES EVEN MORE, THERE ARE MANY VACANT LOTS e.g. SAHARA + HUALAPAI THAT COULD BE USED FOR THIS.
THANK YOU.

Case: VAR-41297
16306520026
SAVA RICHARD A & ROSEANN M
9637 RANCHO PALMAS DR
LAS VEGAS NV 89117-0848

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

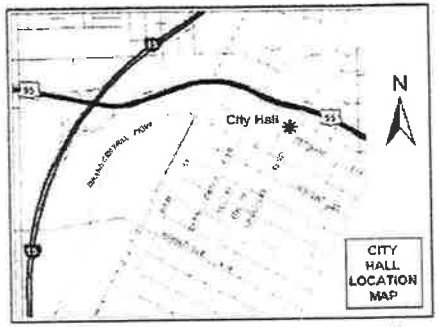
LB BROFN11 89117

21-22 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

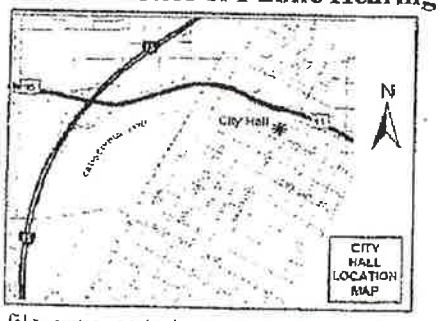
RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41297
16306614053
SUTHERLAND T B QUAL PERS RES TR
9401 DREW CT
LAS VEGAS NV 89117-7273

21-22 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

16306614022 Case: VAR-41297

LAS VEGAS NV 89117-7247

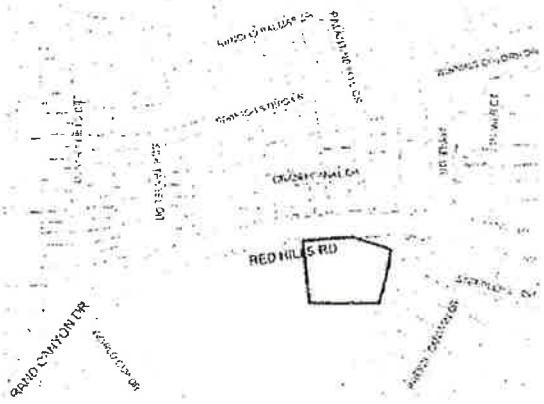
LA BROFMIL 89117

Application Information

VAR-41297 - VARIANCE - PUBLIC HEARING - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION - Request for a Variance TO ALLOW A 12-FOOT HIGH CHAIN LINK FENCE WHERE EIGHT FEET IS MAXIMUM HEIGHT PERMITTED on 1.49 acres at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson).

SUP-41296 - SPECIAL USE PERMIT RELATED TO VAR-41297 - PUBLIC HEARING - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION - Request for a Special Use Permit FOR A PROPOSED 85-FOOT HIGH WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPINE) at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

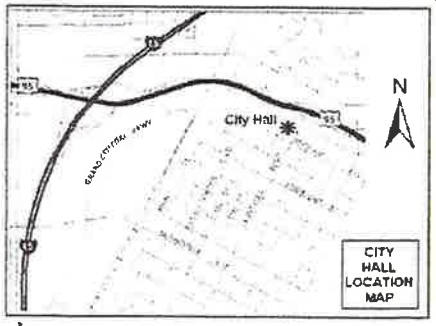
Meeting:	Planning Commission
Date:	***May 10, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

21-22 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296

Planning Commission Meeting of 5/10/2011

PLEASE LET ME KNOW HOW TO BE PLACED ON THE LIST TO ADDRESS THE MEETING.

18 BRDFN11 89117

RECEIVED
MAY - 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41297

16306614022
SLOTTA MARK
1617 BREEZE CANYON DR
LAS VEGAS NV 89117-7247

2-22
P

RE: Opposition to SUP-41296

Although residents of Peccole Ranch are required to notify their neighbors regarding any construction projects or altering of the landscape, we were not afforded the same courtesy by the Community Association who negotiated a business venture with a cellular phone company to construct an 85-foot high wireless communication facility. It was never addressed in the Community Association newsletter so residents were not included in a decision which impacts their collective rights and interests. Instead, a few select people on the Homeowner's Association Board found a way to create rental revenue without doing a comprehensive cost/benefit analysis assessing how it would affect the overall ambience of the vicinity.

The proposed location is not only in the middle of the Peccole Ranch common park area (tennis courts, toddler playground, sand volleyball, walking path, Frisbee area, exercise apparatus, barbeque with picnic table and benches, clubhouse) but is directly adjacent to the Clarence Piggott Elementary School's playground. It also borders the basketball courts and grassy field used by children during school recess, scheduled outdoor activity, and by those enrolled in the City of Las Vegas Safekey After-school Program who rely heavily on these recreational amenities.

Hopefully, SUP-41296 will be denied by the City of Las Vegas Planning Commission, but if not, may this discussion be delayed until it can be appropriately addressed with the Clarence Piggott Elementary School's Staff (and parents) who should be informed since children will be playing within just a few feet of this proposed communication facility? If there's a perception the airwaves might be a potential health hazard, it will cloud the enjoyment of those desiring a safe place to enjoy much needed and desirable leisure activities. It's assumed the beautiful trees adorning the path between the school and the Peccole Ranch common area will have to be removed to make way for the installation.

Peccole Ranch residents are prohibited from having antennas on their own properties, so it's hypocritical of the Board to suggest an 85-foot tower with 6 to 8 foot antenna sticks be placed in this picturesque area which also serves as a community park for many Las Vegas citizens. To minimize potential conflict between homeowners and the Peccole Ranch Community Association, it might be best to adhere to the same expectations currently outlined in the bylaws. By allowing this type of tower with antennas, with possible additional sectors, rays, two way radio or microwave systems, this could set a precedent for homeowners who might request the same privilege to enhance their own personal use of audio and visual equipment.

If this type of wireless communication facility is ***really*** necessary, there are commercial locations on the south end of Peccole Ranch and on all four quadrants of the community which might be considered instead. At least these locations are not under the ethical obligation of the Homeowner Association's governing documents regarding the restriction of antennas – described as a type of visual nuisance or obstruction which would harm property values for those residents who live within close view.

As a member of the Peccole Ranch Homeowners Association, due to fear of retribution, and to avoid any potential harassment from those few on the Board in favor of this business arrangement, I prefer to remain anonymous and maintain a peaceful coexistence.

RECEIVED
JUN - 6 2011

Thank you for your time and consideration.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

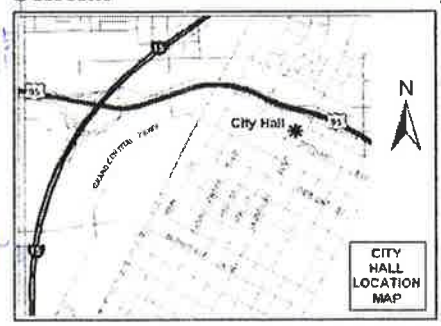
RESIDENTIAL AREAS SHOULD NOT HAVE THIS TOWER

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 28 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED MAY 9 2011 PLANNING & DEVELOPMENT



THIS IS BAD!!
CELL TOWER @ THE PARK/HOA Property!!
BY THE SCHOOL

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-41297 & SUP-41296
Planning Commission Meeting of 5/10/2011

Case VAR-41297
16306614044
HAMANN ALOHA NUI FAMILY TRUST
9811 W CHARLESTON BLVD #2785
LAS VEGAS NV 89117-7528

"LOOK AT THE MAP. ON THE OTHER SIDE.

1B 89074-1-89117

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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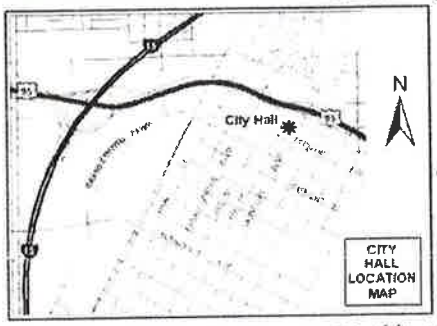
0004279218 APR 28 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



AS RESIDENTS OF PECCOLE RANCH FOR OVER 15 YRS, WE WOULD LIKE TO GO ON RECORD STATING OUR OPPOSITION TO THE PETITIONS VARIANCE THAT WOULD ALLOW AN 85 FT CELL TOWER IN OUR DEVELOPMENT.

PECCOLE RANCH IS A PEACEFUL, TREE LINED NEIGHBORHOOD WITH WALKING PATHS AND AN ELEMENTARY SCHOOL; THIS IS NOT A PLACE FOR A CELL TOWER.

THERE IS COMMERCIAL PROPERTY BORDERING PECCOLE RANCH THAT IS MORE SUITABLE TO THIS TYPE OF DEVELOPMENT THEN RUINING THE LOOK OF AN ESTABLISHED NEIGHBORHOOD. JUST EAST OF SAHARA & FORT APACHE ARE TWO ESTABLISHED CELL TOWERS, IT IS NOT NECESSARY TO BUILD WITHIN A RESIDENTIAL AREA - KEEP NEIGHBORHOODS FOR FAMILIES AND NOT DEVELOPMENT.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-41297 & SUP-41296
Planning Commission Meeting of 5/10/2011

Case: VAR-41297
16306614009
KOST FAMILY TRUST
9432 STEEPLEHILL DR
LAS VEGAS NV 89117-7270

RECEIVED MAY 9 2011 PLANNING & DEVELOPMENT

21-22 2P

1B 89074-1-89117

Carman Burney

From: Chrystal L. Jacobs
Sent: Monday, May 02, 2011 6:57 AM
To: Carman Burney
Subject: FW: Internet Submission - VAR-41297 & SUP-41296

-----Original Message-----
From: nk5062@hotmail.com [mailto:nk5062@hotmail.com]
Sent: Saturday, April 30, 2011 3:51 PM
To: Planning Internet Email
Subject: Internet Submission - VAR-41297 & SUP-41296

Citizen Name: William & Nancy Kost

Email: nk5062@hotmail.com

IP Address: 70.180.134.57

Comments: As 16 year residents of Peccole Ranch we are strongly opposed at the request to erect a 12 foot fence on 1.49 acres within our master planned community.
Peccole Ranch is a master planned community with well developed walking paths, community areas and should remain the peaceful community we moved into.
There is commerical development on Sahara/Fort Apache, Charleston/Rampart and west of Hulalpi that is better suited for this type of construction.
What is the benefit of erecting this structure in our development with so many other suitable areas available.
Please reconsider moving this structure to another area.
Thank you

Date: 4/30/2011 3:51:08 PM

RECEIVED
MAY -2 2011

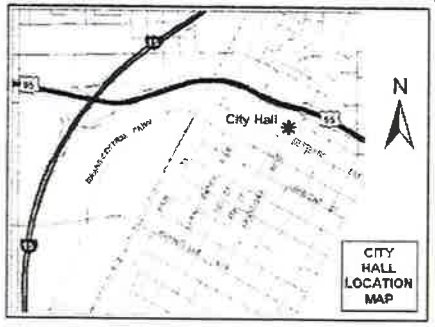
21-22 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 28 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41297 & SUP-41296
Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41297

16306512036
MITOK GERALD W JR
1217 DAYTONA LN
LAS VEGAS NV 89117-7112

16 89117

A 22-22

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

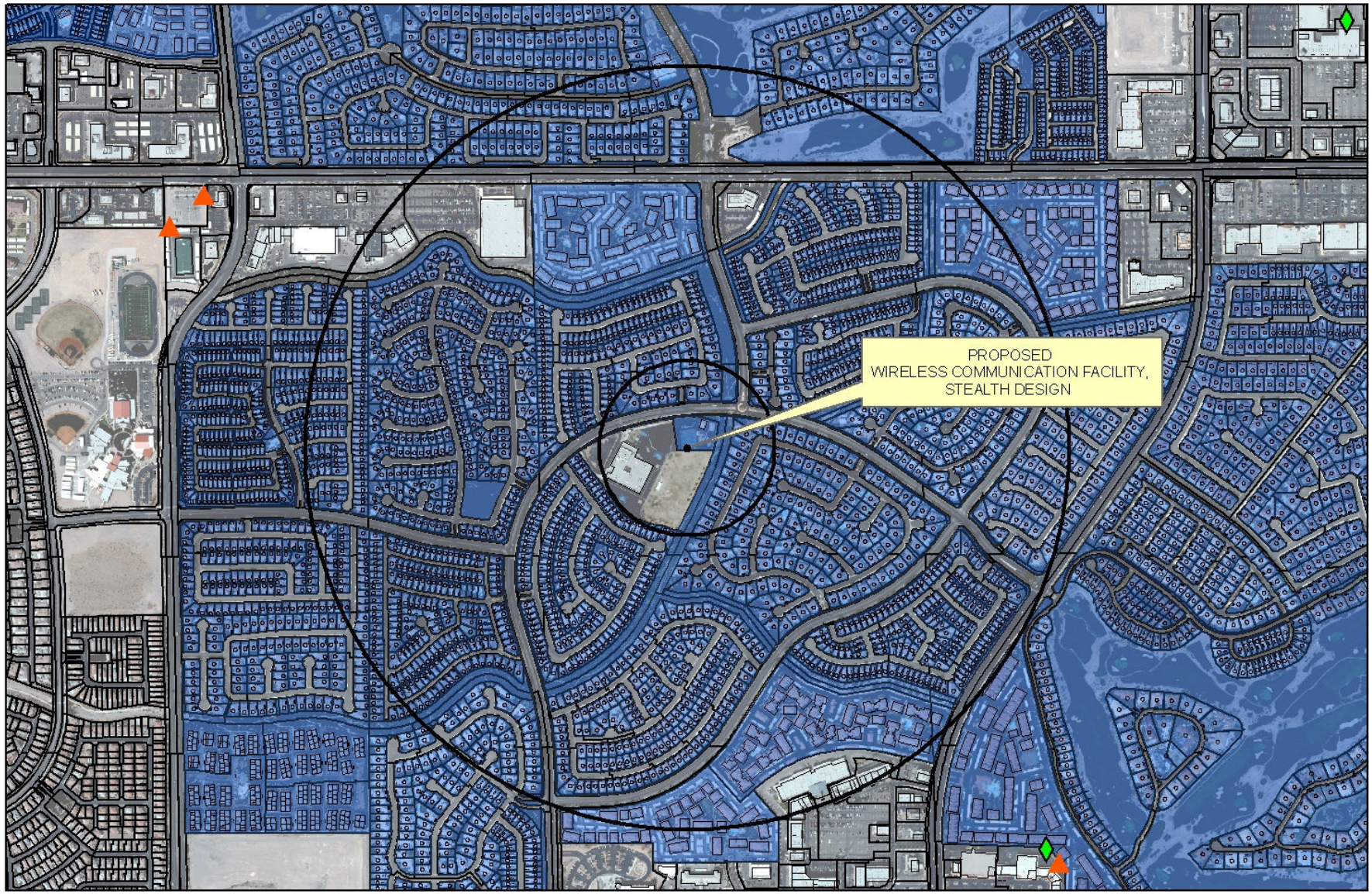
SUBJECT:
SUP-41296 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-41297 - PUBLIC HEARING - APPLICANT: TOWER CONSULTING, INC. - OWNER: PECCOLE RANCH COMMUNITY ASSOCIATION - For possible action on a request for a Special Use Permit FOR A PROPOSED 85-FOOT HIGH WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPINE) at 9501 Red Hills Road (APN 163-06-610-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**17**	**Planning Commission Mtg.**	**1**
City Council Meeting	**22**	**City Council Meeting**	**3**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Special Map
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



SUP-41296
Wireless Facility

Wireless Facility Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

0 600 1,200 2,400 Feet

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-41296** APN: 163-06-610-002

Name of Property Owner: Peccole Ranch Community Assn.

Name of Applicant: Tower Consulting, Inc.

Name of Representative: Chris Wener

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: Richard D. Layton

Print Name: Richard D. Layton

Subscribed and sworn before me

This 22 day of February, 2011

Janet M Porter

Notary Public in and for said County and State

Clark Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JANET M. PORTER
Appt. No. 02-77952-1
My Appt. Expires Dec. 21, 2013

RECEIVED
MAR 24 2011

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 9501 Red Hills Rd., Las Vegas, NV 89117

Project Name Peccole Ranch **Proposed Use** Wireless Site

Assessor's Parcel #(s) 163-06-610-002 **Ward #** 2

General Plan: existing OS proposed n/a **Zoning:** existing R-PD7 proposed n/a

Commercial Square Footage n/a **Floor Area Ratio** n/a

Gross Acres n/a **Lots/Units** n/a **Density** n/a

Additional Information 80' Wireless Communications Facility, Stealth Design

PROPERTY OWNER Peccole Ranch Community Assn. **Contact** Jan Porter

Address 9501 Red Hills Rd **Phone:** (702) 255-3551 **Fax:** (702) 243-5819

City Las Vegas **State** NV **Zip** 89117

E-mail Address jan@peccoleran.com

APPLICANT Tower Consulting, Inc. **Contact** Chris Wener

Address 8905 W. Post Rd., Suite 100 **Phone:** (702) 339-9112 **Fax:** (702) 367-8733

City Las Vegas **State** NV **Zip** 89148

E-mail Address cwener@spectrumse.com

REPRESENTATIVE Chris Wener **Contact** Chris Wener

Address 8905 W. Post Rd., Suite 100 **Phone:** (702) 339-9112 **Fax:** (702) 367-8733

City Las Vegas **State** NV **Zip** 89148

E-mail Address cwener@spectrumse.com

Property Owner Signature* Richard D Layton

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Richard D. Layton

Subscribed and sworn before me

This 22 day of February, 2011.

Janet M Porter

Notary Public in and for said County and State Clark NV

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JANET M. PORTER
Appt. No. 02-77952-1
My Appt. Expires Dec. 21, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-41296
Meeting Date:	5/10/11 PC
Total Fee:	~~$1030~~ 530
Date Received:*	3/24/11
Received By:	

RECEIVED
MAR 24 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

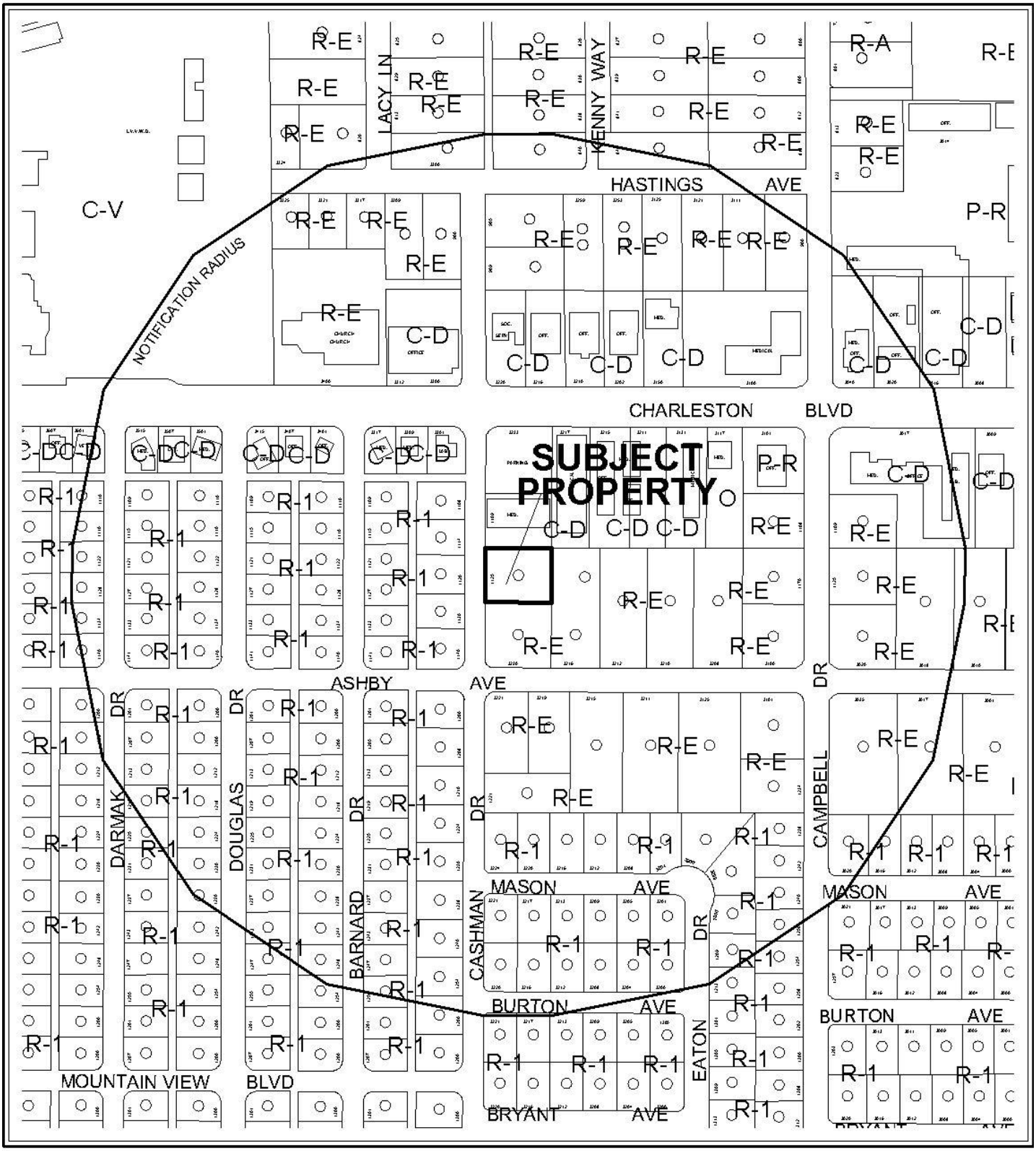
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-41321 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JOHNNY PAPPAS – For possible action on a 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 – July 20, 2011 City Council Meeting
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: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JOHNNY PAPPAS

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 17, 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
September 21, 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 11

PROTESTS 17

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

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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

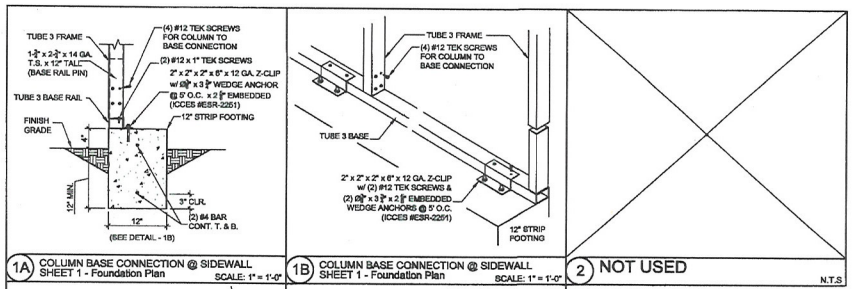
Notary Public in and for said County and State

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

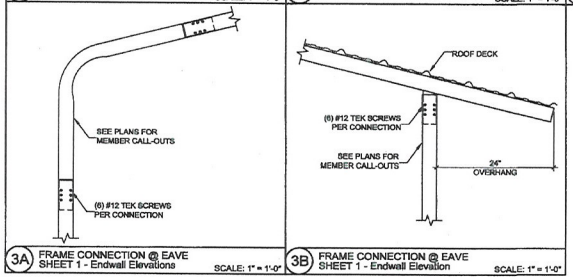
The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



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"

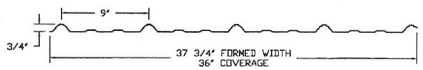
2 NOT USED



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.

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MAR 28 2011

DOUGLAS M. MCNALLEN
Exp. 12/31/11
CIVIL
NEVADA PROFESSIONAL ENGINEER
No. 010757

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

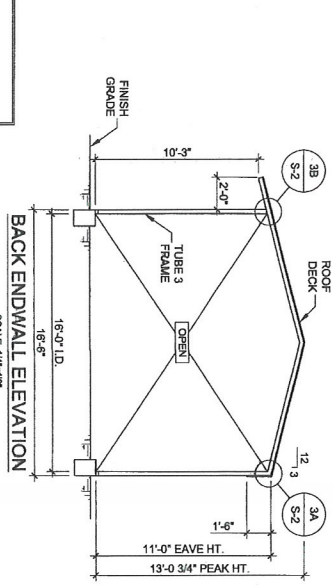
PROFILES, & DETAILS

DESIGN: FSJR
DRAWN: MD
CHECK: KM
DATE: 11/16/10

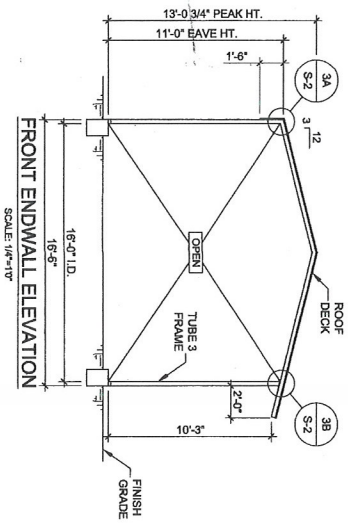
SHEET 2 OF 2
JOB 1-7444

VAR-41321

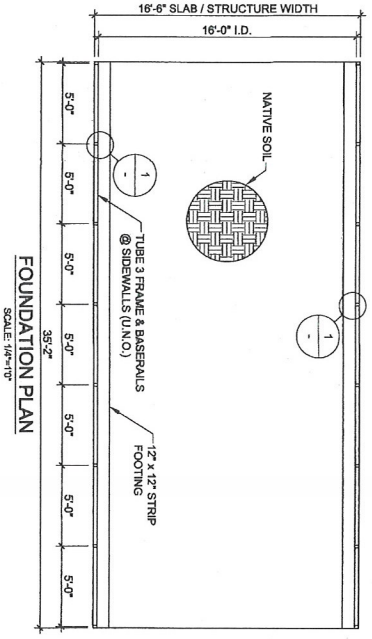
SCHEDULE:		
ROOF	29 GA. GRANDRIB 3	GRADE 80
TUBE 3	2" X 2" X 14 GA. TUBE	Fy = 85 ksi.
TUBE 3	2" X 3" X 16 GA. TUBE	Fy = 65 ksi.
FOUNDATIONS:		
STRIP FOOTINGS	WIDTH 12"	DEPTH 12"



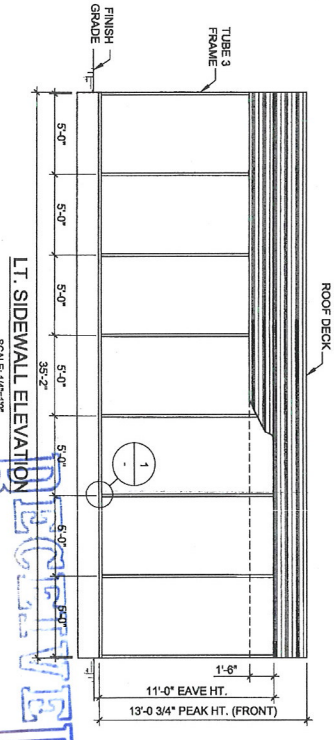
BACK ENDWALL ELEVATION
SCALE: 1/4"=1'0"



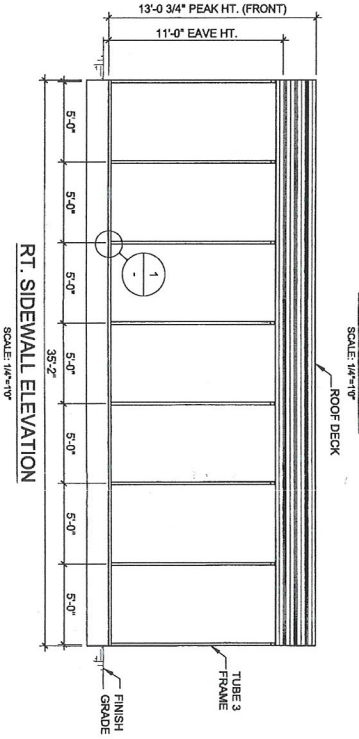
FRONT ENDWALL ELEVATION
SCALE: 1/4"=1'0"



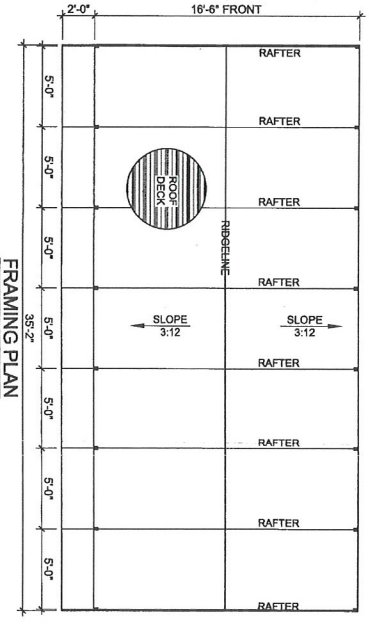
FOUNDATION PLAN
SCALE: 1/4"=1'0"



LT. SIDEWALL ELEVATION
SCALE: 1/4"=1'0"



RT. SIDEWALL ELEVATION
SCALE: 1/4"=1'0"



FRAMING PLAN
SCALE: 1/4"=1'0"

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MAR 28 2011

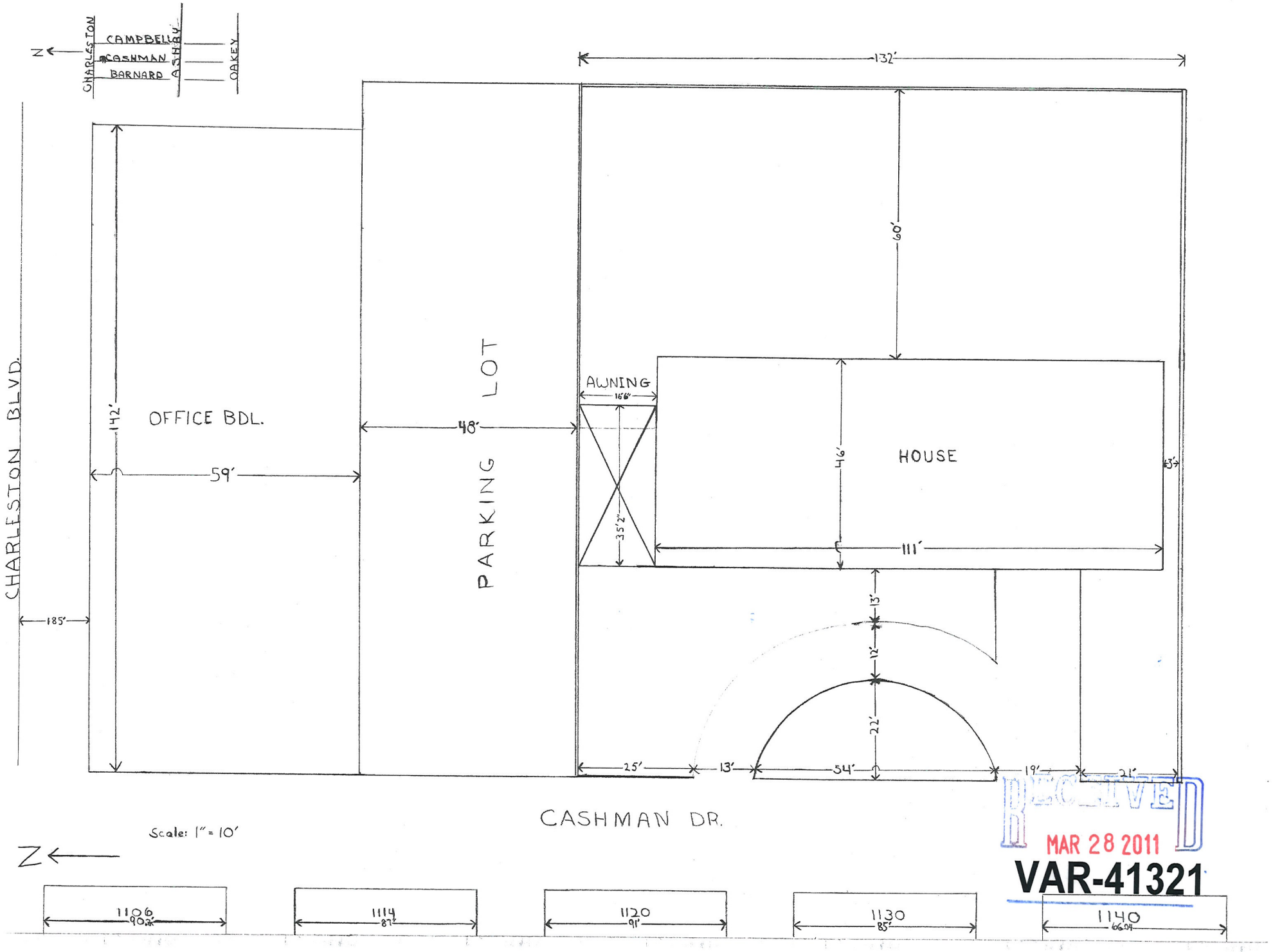
VAR-41321

SHEET	DESIGN:	FSJR
1	DRAWN:	MD
OF 2	CHECK:	KM
JOB I-7444	DATE:	11/16/10

FRAMING PLAN, FOUNDATION PLAN, & ELEVATIONS

ABSOLUTE STEEL
16' x 35' x 11'" SONORAN CARPORT
John Pappas
1125 Cashman Drive
Las Vegas, NV 89102

ABSOLUTE STEEL
5908 East Mineral Road : Gaudalupe, AZ 85283 - 480-768-1818



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MAR 28 2011
VAR-41321

VAR-41321 - APPLICANT/OWNER: JOHNNY PAPPAS
1125 CASHMAN DRIVE

03/31/11

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03/31/11

VAR-41321 - APPLICANT/OWNER: JOHNNY PAPPAS
1125 CASHMAN DRIVE

03/31/11

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

PRESORTED FIRST CLASS

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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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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

OLSEN ERIC R
HIGGINS MARY E
3211 ASHBY AVE
LAS VEGAS NV 89102-1959

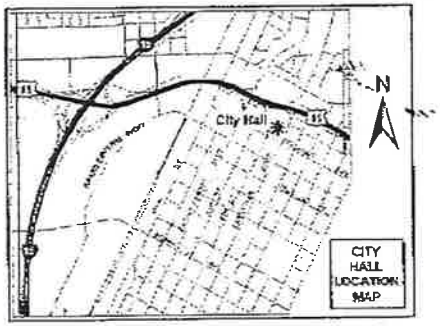
APN#16205115015

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

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VAR-41321
City Council Meeting of 6/15/2011

32 DRDFN11 89102

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MAILED FROM ZIP CODE 89101

LULL GREGORY K & ALLISON K
3204 MASON AVE
LAS VEGAS NV 89102-1937

APN#16205116006

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2011 JUN -9 A 10:07

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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JUN 13 2011

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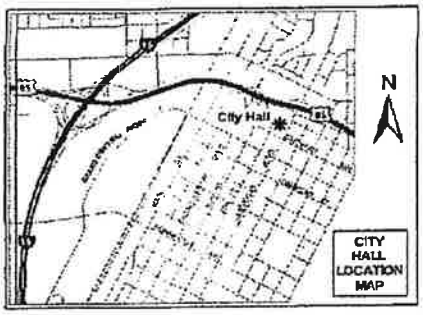
Official Notice of Public Hearing



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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

RECEIVED
2011 JUN 14 10:16
CITY CLERK

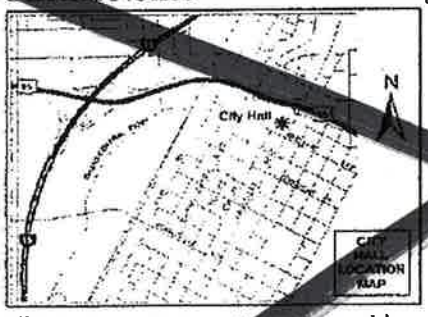
PENNPLUS L L C
1770 WESTWIND RD
LAS VEGAS NV 89146-0301

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



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☐ 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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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

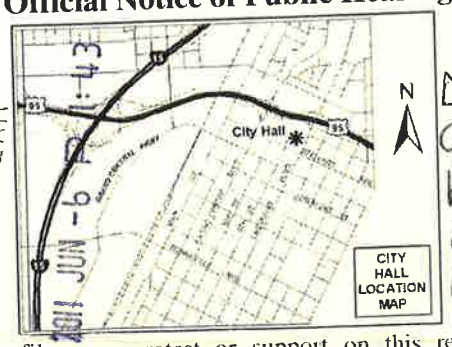
APN#16205114003

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

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0004279218 JUN02 2011
MAILED FROM ZIP CODE 89101

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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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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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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,

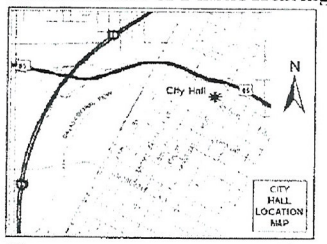
William L. Dempsey
3217 Mason Ave.
Las Vegas, NV 89102

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

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00042792 8 APR 28 2011
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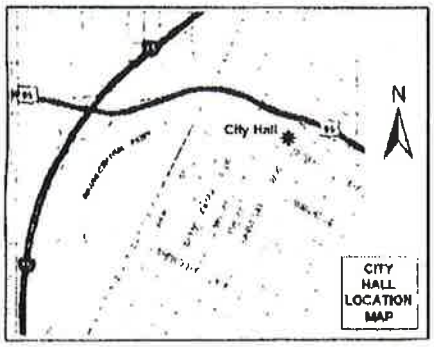
Official Notice of Public Hearing



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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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APR 28 2011
MAILED FROM ZIP CODE 89101

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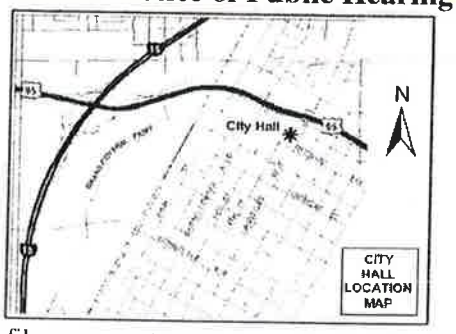

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VAR-41321
Planning Commission Meeting of 5/10/2011

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

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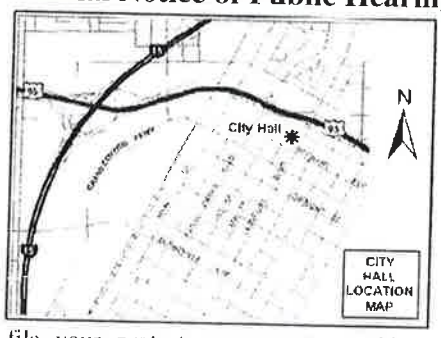
Official Notice of Public Hearing



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MAY _ 9 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *May 10, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

23P

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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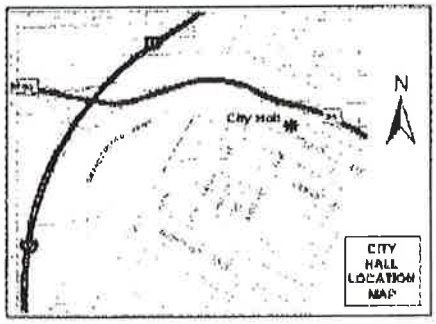
Official Notice of Public Hearing



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VAR-41321

Planning Commission Meeting of 5/10/2011

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0004279218 APR 28 2011
MAILED FROM ZIP CODE 8910

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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

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 10, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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23P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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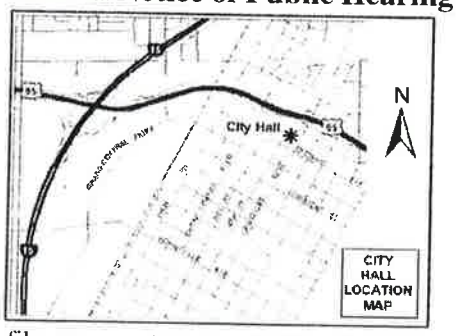
0004279218 APR 28 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41321
Planning Commission Meeting of 5/10/2011

RECEIVED
MAY 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321

16205116012
STARBUCK RENATE R
3205 MASON AVE
LAS VEGAS NV 89102-1936

32 BRDFN11 89102

Application Information

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

FRONT YARD FULL OF CARS WITH MISSING PARTS. ALL DEAD GRASS. USED AS A BODY SHOP

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*May 10, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

23P

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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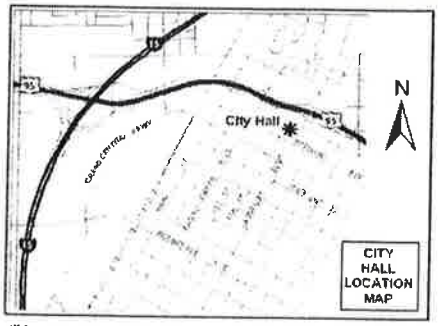
Official Notice of Public Hearing



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MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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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

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *May 10, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

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Las Vegas, Nevada 89106

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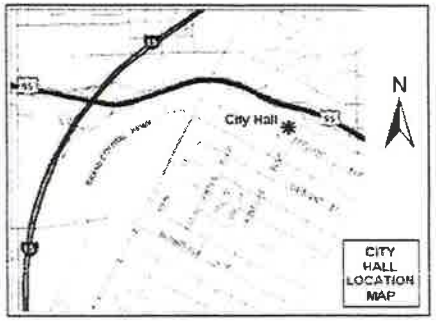

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VAR-41321

Planning Commission Meeting of 5/10/2011

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MAILED FROM ZIP CODE 89101

RECEIVED
MAY 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-41321
16205116015
DEMPSEY WILLIAM & BEVERLY LIV TR
3217 MASON AVE
LAS VEGAS NV 89102-1936

32 BRDFN11 89102

23P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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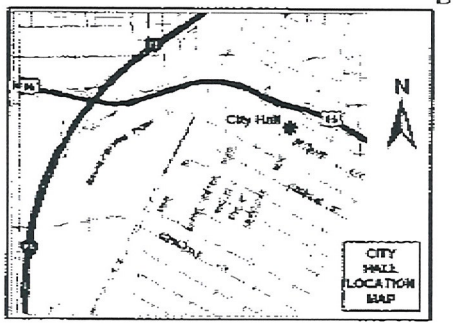

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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VAR-41321

Planning Commission Meeting of 5/10/2011

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0004279218 APR 28 2011
MAILED FROM ZIP CODE 89101

Case: VAR-41321

16205112017
PAPPAS JOHNNY J
1125 CASHMAN DR
LAS VEGAS NV 89102-1911

32 BRDFN11 89102

RECEIVED
MAY - 2 2011

23A

MAY-2-2011 02:31 FROM: TO:3857268 P.1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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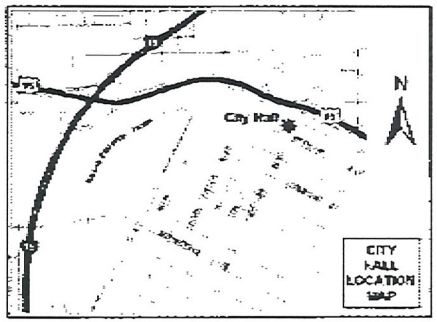

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VAR-41321

Planning Commission Meeting of 5/10/2011

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MAY - 2 2011

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MAILED FROM ZIP CODE 89101

Case VAR-41321
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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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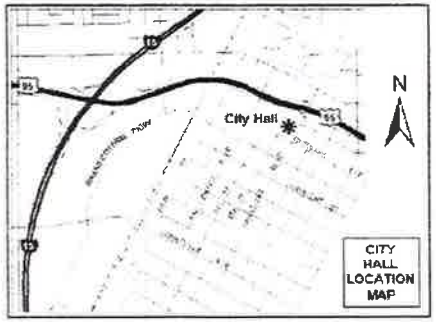

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VAR-41321

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.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

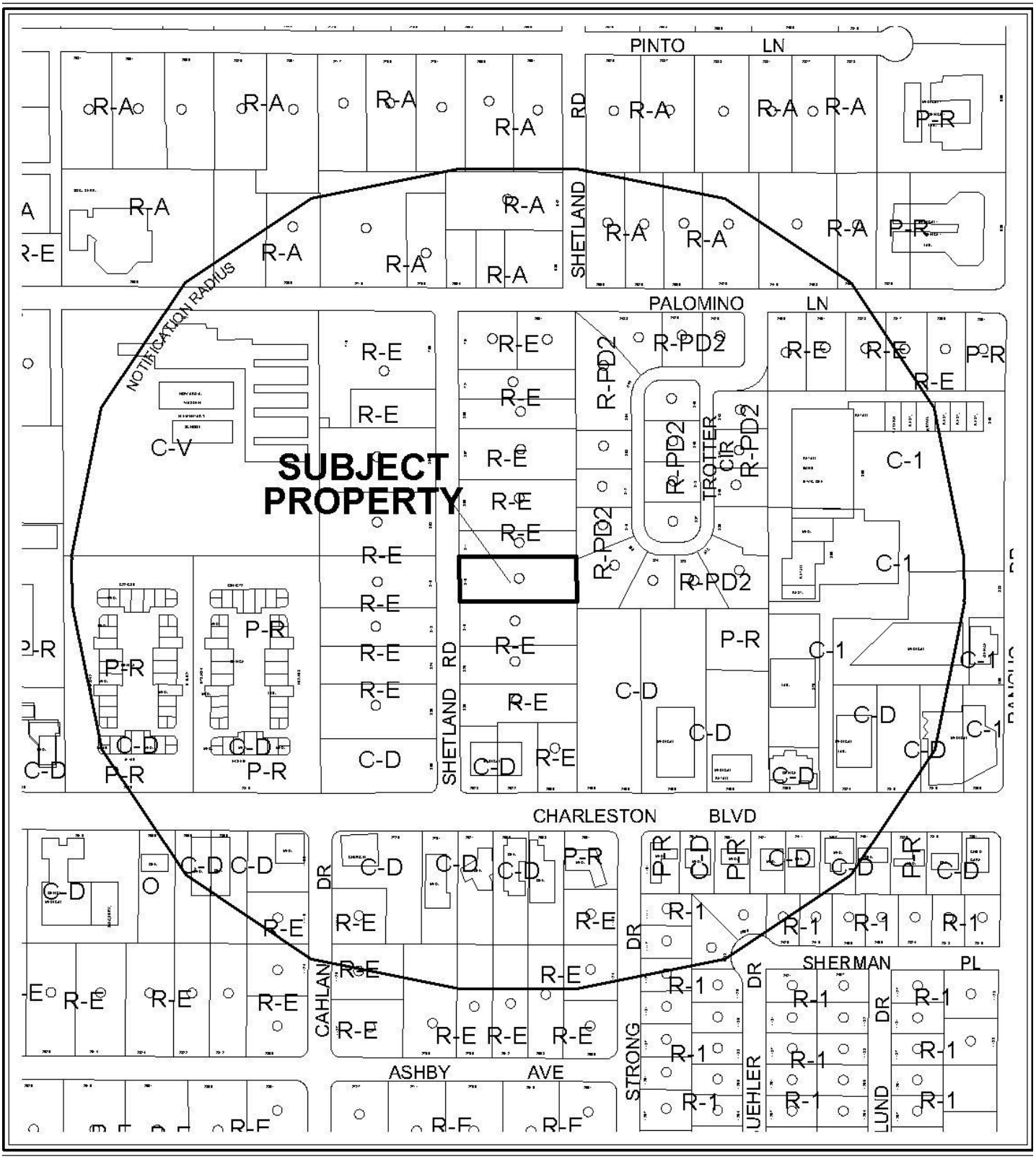
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-41903 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JJM PROPERTIES, LLC - For possible action on a request for a Variance TO ALLOW A TWO-FOOT SIDE YARD SETBACK FOR A PROPOSED 500 SQUARE-FOOT ATTACHED CARPORT WHERE 15 FEET IS REQUIRED on 0.80 acres at 815 Shetland Road (APN 139-32-802-016), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**7**
City Council Meeting	**4**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Protest Letter – August 17, 2011 City Council Meeting
7. Backup referenced from the July 12, 2011 Planning Commission Meeting Item – VAR-41903



CASE: **VAR-41903**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

0 300 600 Feet

CASE: **VAR-41903**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JJM PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-41903	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

VAR-41903 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. 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. The carport structure shall be fire resistance rated as needed to comply with all requirements of the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Contact the Southern Nevada Health District (SNHD), Environmental Health Division, to obtain written approval showing compliance with a temporary permit for an individual sewage disposal system (ISDS or septic tank system), prior to the issuance of any building permits. Alternatively, connect to public sewer and abandon the ISDS according to SNHD regulations.

Staff Report Page One
September 21, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Variance to allow a two-foot side yard setback where 15 feet is required for a proposed 500 square-foot carport at 815 Shetland Road. An existing ranch style single family dwelling currently exists on site and the carport is proposed to be attached to the north side of the dwelling. Staff recommends denial, as no characteristic of the property prevents the carport from being designed to meet Title 19 standards. If this request is denied, the carport will not be permitted to be built within the required side yard setback.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/19/02	The City Council approved the request for a General Plan Amendment (GPA-0047-01) 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) in accordance with the recommendations of the Rancho Charleston Land Use Study and Strategy Plan as part of a larger request in the general vicinity of the Charleston Boulevard and Rancho Drive intersection. The Planning Commission recommended denial and the Planning Department staff recommended approval.
07/12/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 41/rg).
08/17/11	The City Council voted to hold this item in abeyance to the September 21, 2011 City Council meeting.

Most Recent Change of Ownership	
12/29/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1953	The existing single family dwelling was constructed.
03/08/11	A Code Enforcement case (#98748) was processed due to major construction without permits at 815 Shetland Road. The Code Enforcement case was resolved on 03/23/11.
03/17/11	A building permit (#183691) was issued for a Patio Cover at 815 Shetland Road. The permit has been finalized on 05/25/11. The proposed carport was not part of this building permit.

Pre-Application Meeting	
05/11/11	A pre-application meeting was held with the applicant, where elements of submitting a Variance for the side yard setback for a proposed carport were discussed. The topics included: • The required side yard setback is 15 feet for a proposed carport in the R-E (Residence Estates) District.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/06/11	A site visit by staff noted that the subject site is a well maintained single family dwelling. Staff was able to observe a portion of a carport constructed, with some supporting posts erected within two feet from the property line.

Details of Application Request	
Site Area	
Net Acres	0.80

Surrounding Property	***Existing Land Use Per Title 19.12***	***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-PD2 (Residential Planned Development – 2 Units Per Acre)
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 (175-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 Title 19.06, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Carport Min. Setbacks			
• Side	15 Feet	2 Feet	N
• Rear	15 Feet	185 Feet	Y
Max. Building Height	13.5 Feet	11 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Shetland Road	N/A	N/A	60	N/A

ANALYSIS

The subject property is located within the Airport Overlay District with a 175-foot height restriction. The height of the proposed carport is measured to the midpoint of a gabled roof at 11.5 feet. With the roof line this height is less than the existing dwelling; therefore, the proposed height will not exceed the allowed height. The property is located within the Rural Preservation Overlay District. The intent of the RPOD is to ensure that the rural character of each rural preservation neighborhood is preserved.

The proposed 14-foot by 40-foot carport will be attached on to the north side of the existing single family dwelling. The carport is classified as a Patio Cover per Title 19.06.060, and may encroach to within 15 feet from the rear and side property lines. The setback shall be measured from the supporting post; however, the patio cover may overhang two feet beyond the post/supporting column. The carport supporting post is within two feet of the property line and no overhang is indicated on the elevation plan. The proposed carport is not in compliance with

the requirements of Title 19.06. The submitted elevation did not satisfy whether the carport structure has the fire resistance rating as required by the Department of Building and Safety for a structure that is less than five feet from the property line. Therefore, a condition of approval has been added that the carport structure shall be fire resistance rated as needed to comply with all requirements of the Department of Building and Safety. If this request is approved, building permits for the proposed carport must be obtained from Building and Safety Department.

As there is no hardship associated with the physical characteristics of the site, failure to meet code requirements with regard to the proposed carport is self-imposed and staff cannot recommend approval.

FINDINGS (VAR-41903)

In accordance with the provisions of Title 19.16.140(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 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a carport that has a setback of two feet from the property line on a standard rectilinear lot. The alternative is to relocate the proposed carport away from the north side of the property to another location within the subject site that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 108 (By City Clerk)

APPROVALS 8

PROTESTS 7

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-41903** APN: 139-32-802-016

Name of Property Owner: John Momot / JSM Properties LLC

Name of Applicant: John Momot

Name of Representative: Joseph Momot

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: John J. Momot

Subscribed and sworn before me

This 17th day of May, 2011

_____

Notary Public in and for said County and State

EVA G. ROMERO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-20-2015
Certificate No: 03-80482-1

RECEIVED
MAY 25 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance - for PROPOSED CarPORT

Project Address (Location) 815 Shetland Road

Project Name variance for a carport **Proposed Use**

Assessor's Parcel #(s) 139-32-802-014 **Ward #**

General Plan: existing DR proposed NA **Zoning:** existing R-E proposed NA

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER John Momot/JSM Properties **Contact** Joseph Momot

Address 815 Shetland Road **Phone:** 702-498-1247 **Fax:** 702 385-2491

City Las Vegas **State** NV **Zip** 89107

E-mail Address JMOMOT@embarqmail.com

APPLICANT John Momot **Contact** Joseph Momot

Address 704 Kenny way **Phone:** 702-385-7170 **Fax:** 702-385-2491

City Las Vegas, NV **State** NV **Zip** 89107

E-mail Address

REPRESENTATIVE Joseph Momot **Contact**

Address 815 Shetland RD **Phone:** 702-498-1247 **Fax:** 702 385 2491

City Las Vegas **State** NV **Zip** 89107

E-mail Address

Property Owner Signature* John Momot

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John J. Momot

Subscribed and sworn before me

This 17th day of May, 2011.

Notary Public in and for said County and State

EVA G. ROMERO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires 3-20-2015
Certificate No: 03-80482-1

FOR DEPARTMENT USE ONLY

Case #	VAR - 41903
Meeting Date:	7-12-11 PC
Total Fee:	$830.00
Date Accepted:	5-25-11
Accepted By:	

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MAY 25 2011

*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.

General Notes

1. These Drawings and copies thereof are legal instruments of service for the use of the owner and authorized agents, on the designated property only.

2. Each trade shall be reponsible for knowledge of relative information contained in these documents and the conditions under which he will be expected to perform.

3. The general contractor and sub-contractors shall carefully and thoroughly examine the project site, field verify all conditions, grades, elevations and dimensions of the various features of the project site and shall compare the drawings with the existing site conditions. Discrepancies shall be reported immediately to the Residential Designer in writing, before beginning work.

4. The general contractor and sub-contractors shall carefully and thoroughly examine and familiarize themselves with all elements and conditions in the contract drawings and specifications. The general contractor and sub-contractor shall verify all dimensions on the drawings. Any discrepancies and/or conditions needing clarification shall be reported immediately to the Residential Designer, in writing, before beginning work.

5. All construction, fabrication and installations shall conform to the latest adopted edition of the I.B.C., I.R.C., U.M.C., U.P.C., N.E.C. & any federal, state and local codes, regulations and ordinances of the governing agency having jurisdiction over the project. Such applicable codes, etc. are those which are in effect at the time the permit application for the project is recorded.

6. Each sub-contractor is considered a specialist in his respective field/ trade and shall notify the general contractor and the Residential Designer, in writing, of any work called out on the drawings or in the specifications which cannot be fully guaranteed or constructed as designed and/or detailed.

7. Due to reprographic processes, these plans may not be accurate to scale. All dimensions shall take precedence over scale shown and in no case shall working dimensions be scaled from plans, sections, elevations or details.

8. The structural, mechanical, plumbing, and electrical drawings are supplementary to the architectural drawings. Should there be any discrepancy between the various drawings, it shall be brought to the Residential Designer's attention for clarification.

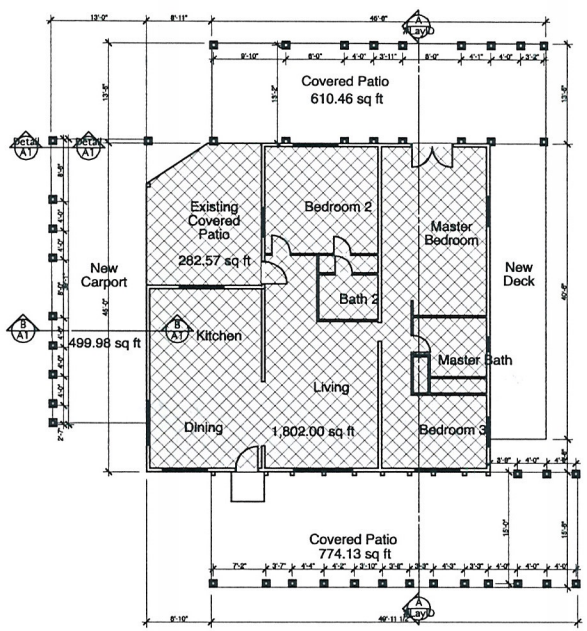
9. The contractor shall coordinate with the owner's representative for installation of special manufacturing equipment not shown in these drawings. The contractor shall verify equipment locations with the owner's representative and/or equipment manufacturer prior to forming the slab, for proper size and location of foundation depressions, drains, and warps.

10. Unless otherwise noted, manufacturer's items shall be provided. Contractor shall verify any substitutions with the owner and Residential Designer prior to bid and/or installation.

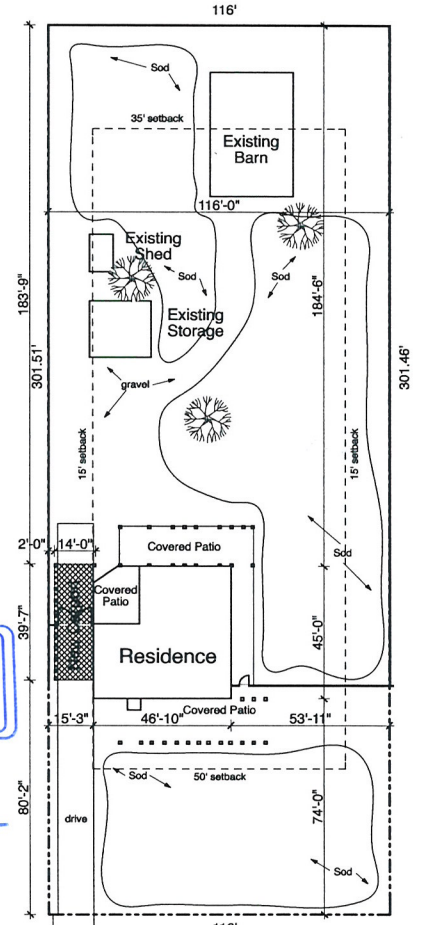
11. Where constuction details are not shown or noted for any part of the work, details shall be the same as for other similar first class work for the trade involved. The Residential Designer shall be notified immediately, in writing, of any alternate non-standard or untested method(s) proposed.

12. All existing utilities or structures are indicated on these plans based on information of record. The contractor shall take precautionary measures to protect the utility lines not of record or not shown on these plans. The contractor shall be responsible for any and all damages which occur due to his failure to locate and protect any and all underground utilities.

13. The general contractor and all sub-contractors shall be responsible for the enforcement of all requirements and regulations and shall perform all work on this project in compliance with the State of Nevada Occupational Safety and Health Act.



1 Floor Plan 1/8" = 1'-0"



1 First Floor Plan 1" = 20'

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Carport Addition

Applicable Codes

These drawings represent the intended design of the Residential Designer, the Engineer(s), and other consultants who have affixed their seal(s) and signatures. The Residential Designer, the Engineer(s),and other consultants will not assume responsibility for any changes in the form of additions, modifications, or other departure from the design, details, materials, and methods expressed in these drawings, unless those changes are approved and bear the valid professional seal(s) and signature(s) of the Residential Designer, and the appropriate Engineer(s) or other consultants.

All buildings and building elements shall be constructed in accordance with the 2006 International Residential Code (IRC). 2006 International Building Code. (IBC)

Power and electrical systems and installations shall conform to the 2005 National Electric Code (NEC)

All new heating, ventilation, and air conditioning sustems shall comply with the 2006 Uniform Mechanical Code (UMC).

Plumbing, gas lines, water piping, drains, waste lines, vent lines, sewerage and septic systems shall comply with the 2006 Uniform Plumbing Code (UPC).

Conditioned buildings shall conform with the 2006 IECC

All Southern Nevada Amendments

Project Data

Parcel Number:	139-32-802-016
Address:	815 Shetland Rd Las Vegas, NV 89107
Zoning:	RE
Construction Type: VB	VB
Square Footage: Existing Floor	1802
Existing Covered Patio	1997
New Carport	500
Total Under Roof	4269

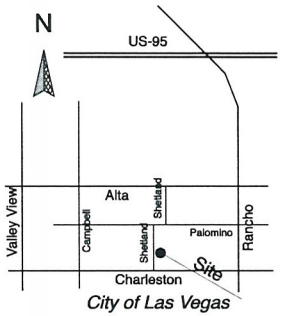
Consultants

Owner Joe Momet
815 Shetland Rd
Las Vegas, NV 89107
1
fax:
email:

Designer John C. Mackey
9524 Eagle Valley Dr
Las Vegas, NV 89134
702 845-8710
email: jmackey4@cox.net

Structural Engineer David Liu
9809 Panorama Cliff
Las Vegas, NV 89134
702 580-0966
fax 702 255-3594
email:guangxidavidliu@yahoo.com

Vicinity Map



VAR-41903
REVISED

Valley Blueprint 06/16/2011

Carport Addition
815 Shetland Rd
Las Vegas Nevada 89107

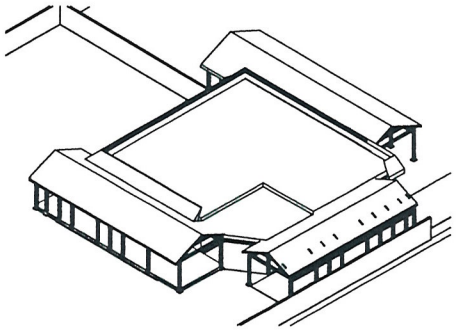
Development Plan

REV.NO	DESCRIPTION	DATE	BY

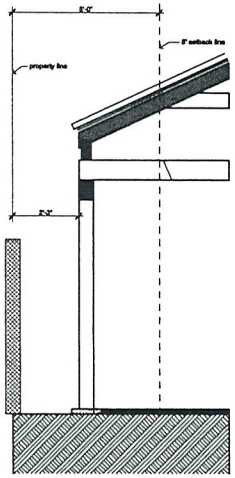
Date 6/16/11

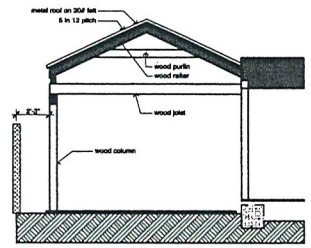
John C. Mackey
Residential Designer
Lic # 113-P
5315 N. El Capitan Way
Las Vegas, NV 89149
jmackey4@ cox.net
702.845.8710

A1



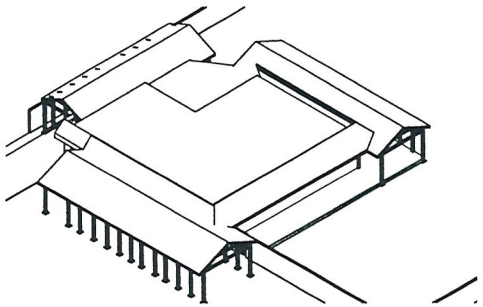
1 First Floor Plan 1/16" = 1'-0"



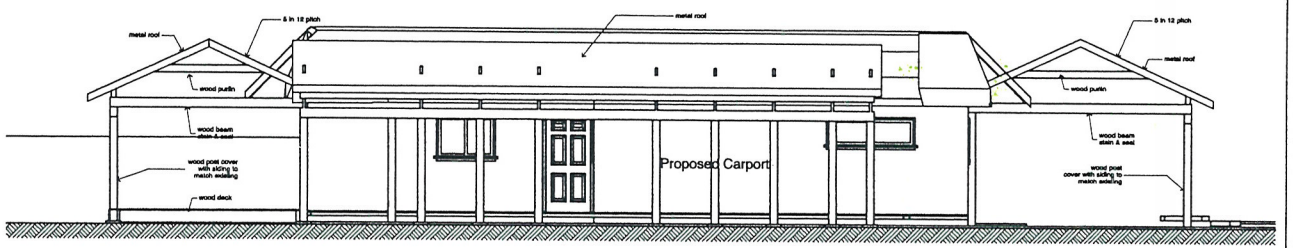


1 Section B 1/4" = 1'-0"

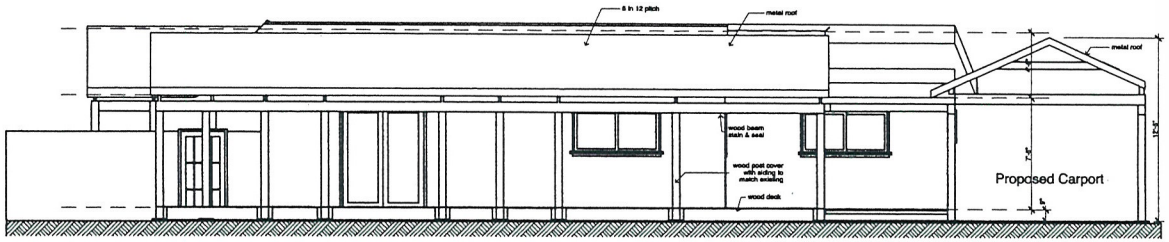
1 Wall Detail 1/2" = 1'-0"



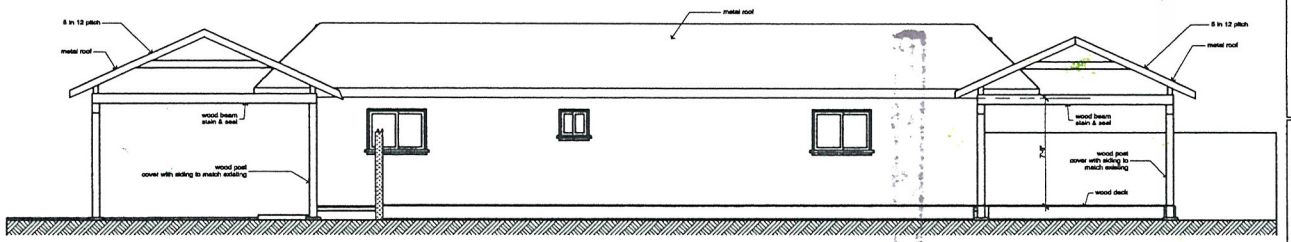
1 First Floor Plan 1/16" = 1'-0"



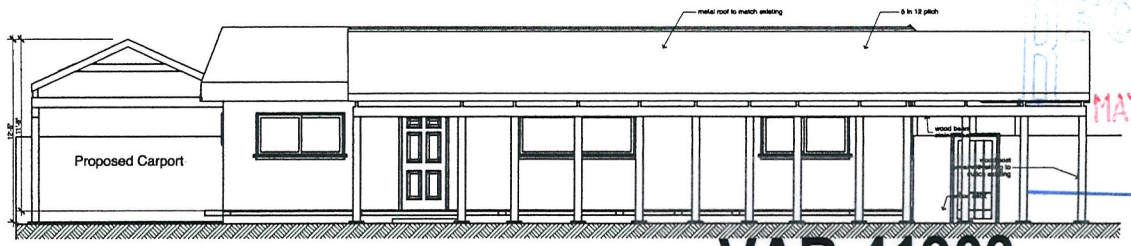
1 North Elevation 1/4" = 1'-0"



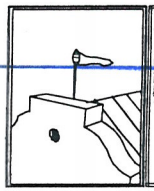
1 East Elevation 1/4" = 1'-0"



1 South Elevation 1/4" = 1'-0"



1 West (Front) Elevation 1/4" = 1'-0"



VAR-41903

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Carport Addition
815 Shetland Rd
Las Vegas Nevada 89107

Elevations & Sections

REV.NO	DESCRIPTION	DATE	BY

Date 5/24/11

John C. Mackey
Residential Designer
Lic # 113-P
5316 N. El Capitan Way
Las Vegas, NV 89149
jmackey4@ cox.net
702.845.8710

A2

Valley Blueprint 05/24/2011

FRONT BEFORE

VAR-41903

FRONT NOW

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2011/05/05
VAR-41903

FRONT BEFORE VAR-41903

FRONT NOW
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MAY 25 2011
2011/05/24
VAR-41903

Back Now
2011/05/05
VAR-41903

PROPOSED CARPORT AREA
NEVADA
H6B6A6
"Desert BMW"
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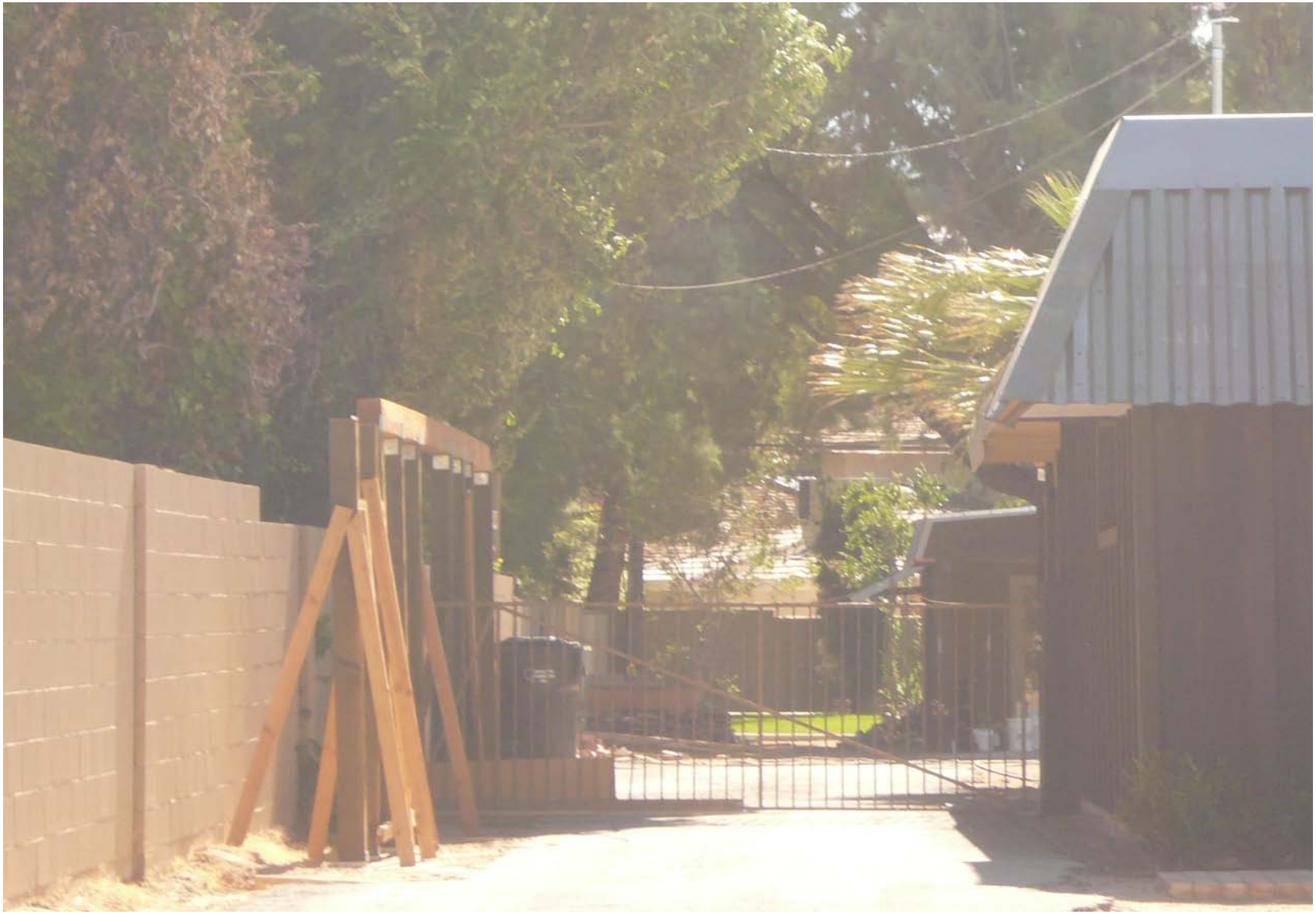
MAY 25 2011
2011/05/05
VAR-41903

VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11

VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11



VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11

VAR-41903 - APPLICANT/OWNER: JJM PROPERTIES, LLC
815 SHETLAND ROAD

06/6/11

815 Shetland Road Justification Letter

To whom it may concern,

The justification for the proposed carport variance on the above mentioned property is to provide a covered parking space.

I purchased this ranch style property in a very run down condition and have since restored it (see attached before and after pictures). The existing house structure was built in the early 1950's and had no existing garage or any type of covered parking. The way the house was built along with the existing driveway and 2 main access doors logically put the place for a carport on the North side of the property. The proposed carport will provide protection for my vehicle and also improve the appearance of the property/neighborhood.

Thank you for your consideration in this matter.

Yours truly,

John J. Momot

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VAR-41903

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279216 AUG04 2011
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Return Service Requested
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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-41903
City Council Meeting of 8/17/2011

STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3912

APN#13932703010

LAS VEGAS NV 89106

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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VAR-41903
City Council Meeting of 8/17/2011

PLASTER BRIAN & MARGARET FAM TR
PLASTER BRIAN R & MARGARET B TRS
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3812

APN#13932703009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
City Council Meeting of 8/17/2011

Absolutely not!

92 PROMI 89102

YAKOUBOFF BIJAN TRUST
YAKOUBOFF BIJAN TRS
2706 ASHBY AVE
LAS VEGAS NV 89102-2135

APN#16205512015

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 AUG 15 P 12:28

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
City Council Meeting of 8/17/2011

LOX OF BAGELS CORPORATION
11801 PRESTWICK RD
POTOMAC MD 20854-3631

APN#13932801009

2 FRDFN11 20854

85

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CITY CLERK

August 14, 2011

2011 AUG 15 A 7:30

Protest

Mayor Carolyn Goodman and
Las Vegas City Councilmembers

Re: VAR-41903

Dear Members of the City Council:

First, I want to commend the owners of the property for making improvements to what was an otherwise neglected and unsightly property in our neighborhood. I believe the vast majority of residents share the same opinion.

The variance to allow a two-foot setback from the property's northern property line, however, is unacceptable for several reasons. While I am aware that some neighbors have expressed support for the variance, none of them are being impacted, as is the neighbor immediately to the north of the subject property. I am not sure if these supporters would feel the same way if the proposed structure were next door to their property. In any event, the Council should adhere to standards when there is no compelling reason to not do so. In this instance, there is plenty of room on the south side of the property to construct the carport and not require a variance. I also fear the precedent that these exceptions create. There is also a concern that structures that are allowed to be so close to a neighboring structure can have a negative fire safety implication.

Please save the granting of exceptions for more compelling justifications than simply accommodating a matter of convenience for the owner.

Sincerely,

Mario Garcia

Mario Garcia
824 Trotter Circle
Las Vegas, NV 89107

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FIRST CLASS

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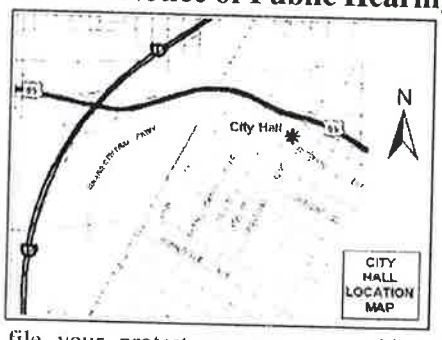

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903

Planning Commission Meeting of 7/12/2011

Case: VAR-41903

16205512015
YAKOUBOFF BIJAN TRUST
2706 ASHBY AVE
LAS VEGAS NV 89102-2135

41P

32 DRDFM11 89102

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

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903

Planning Commission Meeting of 7/12/2011

Case: VAR-41903

13932703010
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3812

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JUL 06 2011

41P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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02 1M $ 00.41⁴
0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

RECEIVED
JUL - 1 2011
FRONT DESK

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903

Planning Commission Meeting of 7/12/2011

13932703009 Case: VAR-41903
PLASTER BRIAN & MARGARET FAM TR
801 S RANCHO DR #E4
LAS VEGAS NV 89106-3812

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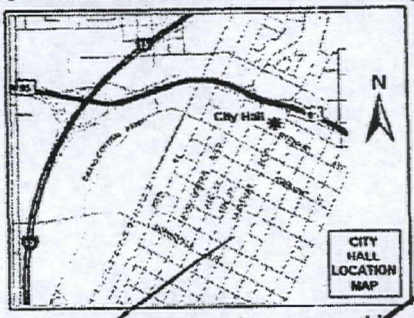
JUL 06 2011

4LP

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



FAX

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-41903
Planning Commission Meeting of 7/12/2011

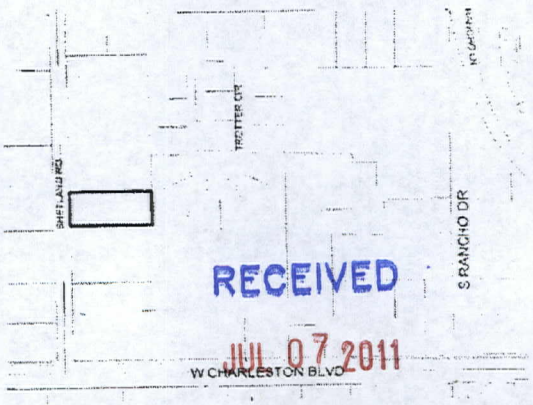
Case: VAR-41903
13932801013
810 SHETLAND L L C
3004 CAMPBELL CIR
LAS VEGAS NV 89107-3214

25 DRDFN11 89107

Application Information

VAR-41903 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JJM PROPERTIES, LLC - For possible action on a request for a Variance TO ALLOW A TWO-FOOT SIDE YARD SETBACK FOR A PROPOSED 500 SQUARE-FOOT ATTACHED CARPORT WHERE 15 FEET IS REQUIRED on 0.80 acres at 815 Shetland Road (APN 139-32-802-016), R-E (Residence Estates) Zone, Ward 1 (Tarkanian).

Application Location



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The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

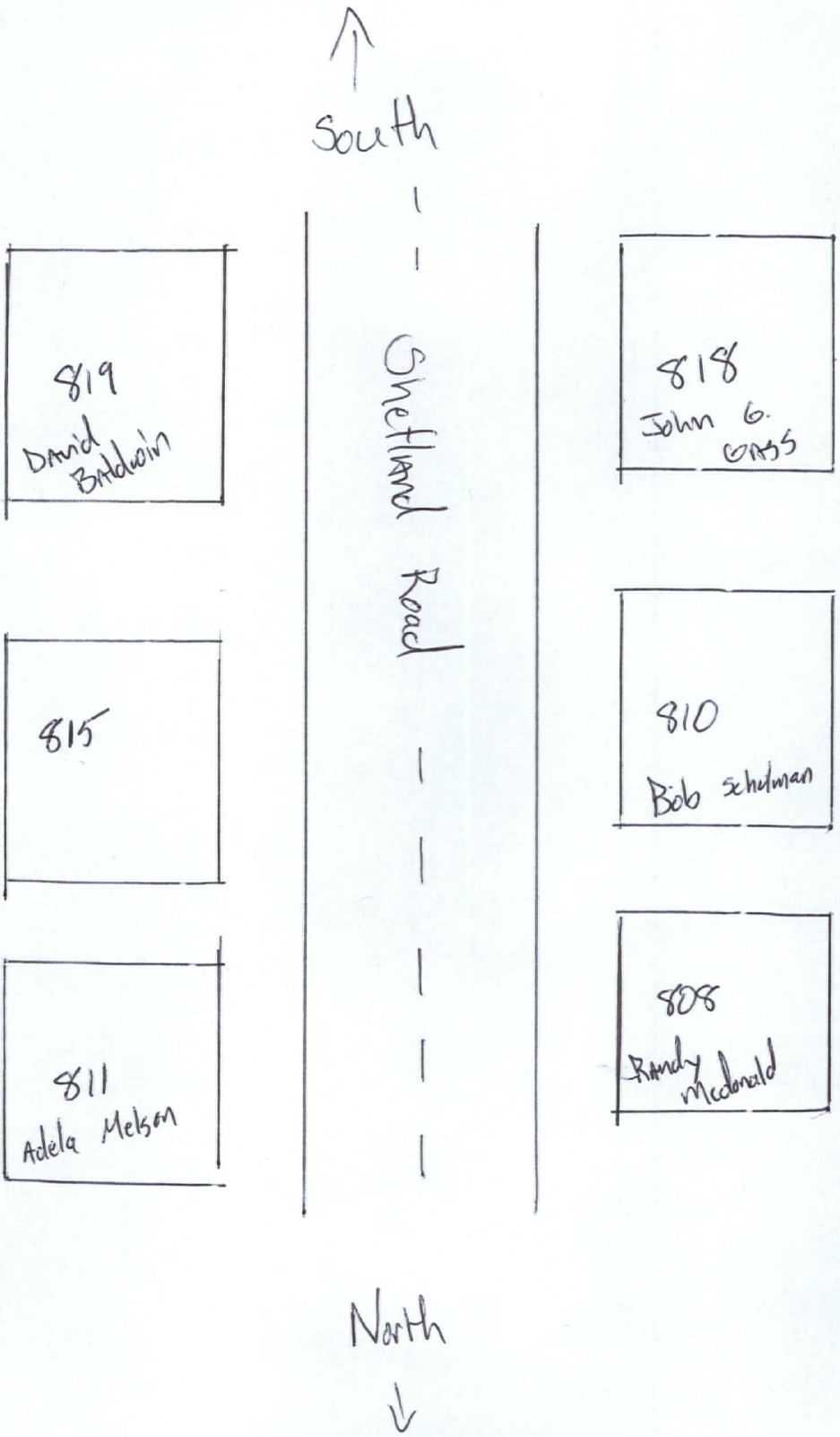
Meeting:	Planning Commission
Date:	*July 12, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

4A

SUPPORT LETTER DIAGRAM

815 SHETLAND ROAD VARIANCE



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JUN 30 2011

SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) JOHN G. KASS, (address) 818 SHETLAND RD am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) John G. Kass

(date) 5-19-2011

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JUN 30 2011

Shetland Neighborhood Support Letter

I, (Name) Aleda Nelson, (address) 811 Shetland Rd am in support of the proposed Carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(Signature) Aleda Nelson

(Date) 6/24/11

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SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) Bob Scholyon, (address) 810 Shetland am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) _____

(date) 6/14/11

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SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) RANDY McDONALD, (address) 808 SHETLAND RD am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) _____

(date) 5/25/11

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SHETLAND NEIGHBORHOOD SUPPORT LETTER

I, (name) David Baldwin, (address) 819 Shetland Rd. am in support of the proposed carport variance for the property located at 815 Shetland Road. The expansive improvements that have been already completed at this address along with the proposed carport addition will significantly improve the appearance of the neighborhood.

(signature) David Bld

(date) 5-21-11

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WRIGHT STANISH & WINCKLER
LAWYERS
300 SOUTH FOURTH STREET
SUITE 701
LAS VEGAS, NEVADA 89101

RICHARD A. WRIGHT
KAREN C. WINCKLER
MARGARET M. STANISH

(702) 382-4004(PH)
(702) 382-4800 (FAX)

July 1, 2011

To Whom it may concern,

This is a letter of support for the variance proposal at 815 Shetland Road for a carport. The improvements that have already been completed, in addition to the proposed carport on the North side of the property, will greatly improve the overall appearance of the neighborhood.

Yours truly,

Karen and Garth Winckler

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41A

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

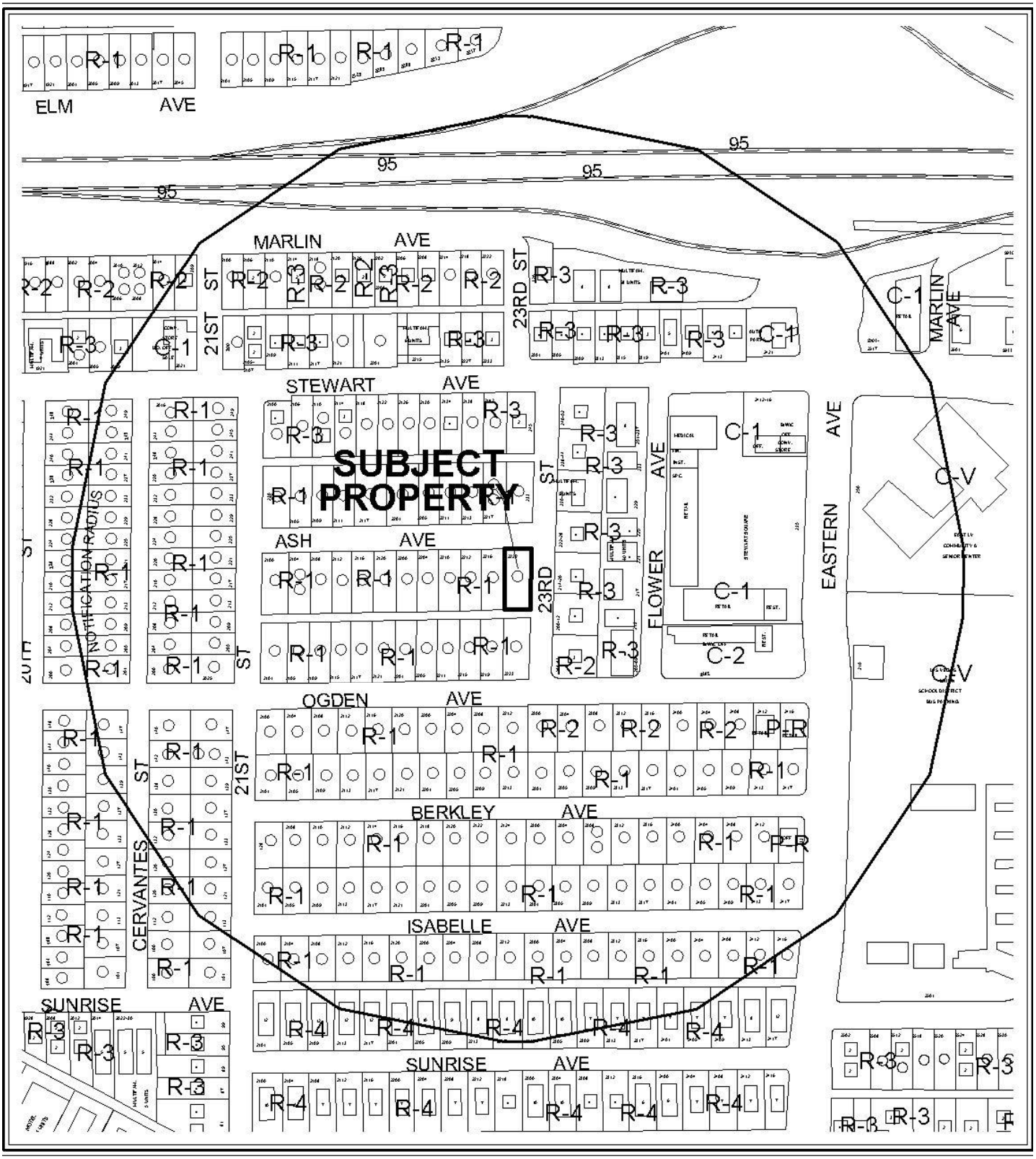
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-42175 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SHIRLEY RITZ TRUST - For possible action on a request for a Variance TO ALLOW A FOUR-FOOT REAR YARD SETBACK FOR A PRIMARY STRUCTURE WHERE 15 FEET IS REQUIRED, TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED IN THE FRONT YARD AREA WHERE SUCH IS NOT PERMITTED AND TO ALLOW A THREE-FOOT, SIX-INCH HIGH SOLID WALL WITH A THREE-FOOT, SIX-INCH WROUGHT IRON TOP WHERE FIVE FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE FRONT YARD on 0.20 acres at 2222 Ash Avenue (APN 139-35-713-035), R-1 (Single Family Residential) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**19**
City Council Meeting	**2**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1-1 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. Abeyance Request Letter from Kaempfer Crowell Renshaw Gronauer and Fiorentino
7. Protest/Support Postcards – September 7, 2011 City Council Meeting
8. Backup referenced from the August 9, 2011 Planning Commission Meeting Item – VAR-42175



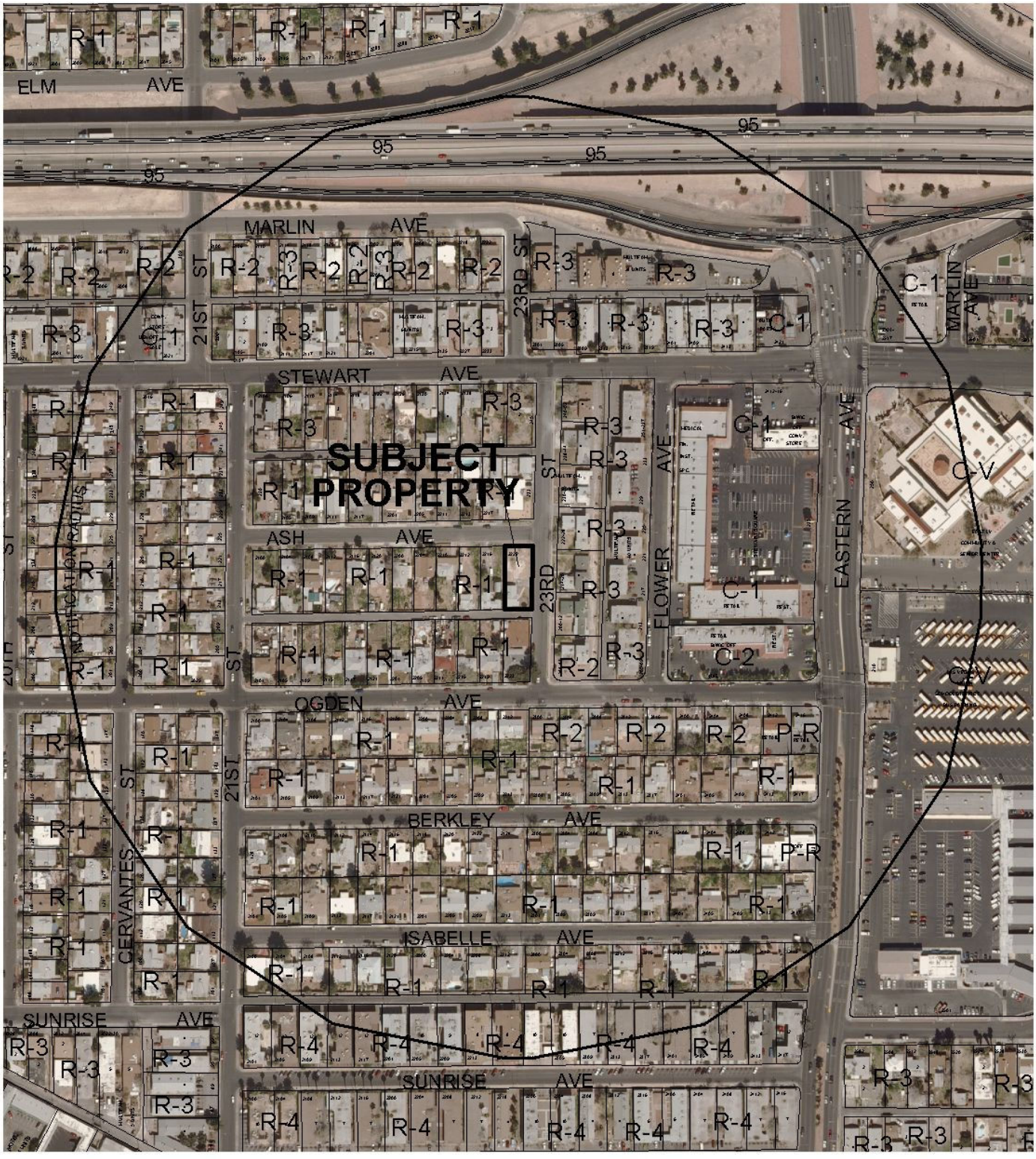
0 300 600 Feet

CASE: **VAR-42175**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: **VAR-42175**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SHIRLEY RITZ TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 7, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-42175	Staff recommends DENIAL, if approved subject to conditions:	N/A

**** CONDITIONS ****

VAR-42175 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. 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.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Submit an Encroachment Agreement for the portions of the existing wall in the Ash Avenue public right-of-way prior to this issuance of a permit for this wall. The applicant must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

6. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The property at 2222 Ash Avenue contains an existing Single Family, Detached dwelling. There are additions to the property that were built without permits and the Variance request is to allow these structures to remain on the property. Because the additions to the property were placed without permits, which are not in compliance with Title 19.06 requirements, the applicant has created a self-imposed hardship; therefore, staff recommends denial. If this application is denied, the existing room addition at the rear of the dwelling, the existing Accessory Structure (Class II) and the existing wall shall be removed from the property.

ISSUES

- A Variance is required to allow a four-foot rear yard setback for the primary dwelling where 15 feet is required.
- A Variance is required to allow an existing Accessory Structure (Class II) was built within the front yard area where such is not allowed.
- A Variance is required to allow an existing 3.5-foot high solid wall with a 3.5-foot wrought iron top within the front yard setback, where five feet is the maximum height.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/09/11	The Planning Commission voted (5-1-1/ts/tm) to recommend APPROVAL (PC Agenda Item #28/rg)

Most Recent Change of Ownership	
02/26/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1948	The existing Single Family, Detached was constructed.
08/27/51	A building permit (#11940) was issued for a 459 square-foot room addition to an existing single family dwelling at 2222 Ash Street (now Avenue). No final inspection could be located.

03/31/11	A Code Enforcement case (#99839) was processed for a four-foot block wall and four-foot tall wrought iron fence around the perimeter on the south, east and north property lines, and a detached accessory structure and room addition to the existing house without permits at 2222 Ash Avenue. The case was closed on 04/19/11.

Pre-Application Meeting	
05/11/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Variance were discussed. Topics included: • The existing perimeter wall, addition to the rear of the house and Accessory Structure (Class II) were built without permits. • The front yard wall/fence is greater than five feet per Title 19 standards. Variance is required for a wall/fence to allow greater than five feet in height. • The front yard wall/fence is located within the Ash Avenue right-of-way. Prior to a building permit, an encroachment permit from Department of Public Works will be required if approved. • Rear setback is 15 feet and the room addition located at the rear of the property is four feet from the rear property line. A Variance is required to allow a four-foot rear setback. • An existing Accessory Structure (Class II) was constructed within the north side of the existing house. An approval of a Variance is required to allow the existing Accessory Structure (Class II) to be within the front yard of the property, where no accessory structure is permitted in front of the primary structure.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/30/11	A site check by staff noted that the subject site is a well maintained single family dwelling.

Details of Application Request	
Site Area	
Net Acres	0.20

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family, Detached	M (Medium Density Residential)	R-1 (Single Family Residential)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	8,748 SF	Y
Min. Lot Width	65 Feet	63 Feet	N*
Principal Dwelling unit Min. Setbacks			
• Front	20 Feet	94 Feet	Y
• Side	5 Feet	5 Feet	Y
• Corner	15 Feet	26.5 Feet	Y
• Rear	15 Feet	4 Feet	N
Min. Distance Between Buildings	6 Feet	23 Feet	Y
Max. Lot Coverage	50 %	11 %	Y

Accessory Structure Min. Setbacks			
• Front	Not Permitted	52 Feet	N
• Side	3 Feet	12 Feet	Y
• Corner	15 Feet	40 Feet	Y
• Rear	3 Feet	74 Feet	Y
Max. Building Height	35 Feet	15 Feet	Y
Accessory Structure Size	15 Feet	10 Feet	Y
Front Yard Wall/Fence	5 Feet	7 Feet	N

*The subject site is legally nonconforming for the lot width.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Ash Avenue	N/A	N/A	60	N/A
23rd Street	N/A	N/A	50	N/A

ANALYSIS

The property contains an existing dwelling with a room addition located on the south side of the dwelling and an existing Accessory Structure (Class II) in the front yard.

The existing dwelling was constructed in 1948, and a building permit (#11940) was issued for a room addition at the north side of the existing dwelling in 1951. The site plan submitted depicts the existing dwelling with a front yard setback of 94 feet from the front property line to the north along Ash Avenue. A laundry room is located on the south side of the existing dwelling, which was added without a building permit. In the R-1 (Single Family Residential) zoning district per Title 19.06.070, the rear setback requirement is 15 feet.

The applicant is requesting that an existing Accessory Structure (Class II) that was constructed without building permits be allowed to remain within the front yard area where such is not permitted pursuant to Title 19.06.040(C)(2). The site plan depicts the existing Accessory Structure (Class II), in front of the main dwelling and meeting the side yard setback, as well as the separation distance between the main dwelling and existing Accessory Structure (Class II). The height of the existing Accessory Structure (Class II) is 10 feet and the height of the main dwelling is 15 feet. Photographs submitted with this application indicate that the existing Accessory Structure (Class II) is aesthetically compatible with the main dwelling.

Pursuant to Title 19.06.070, in the R-1 (Single Family Residential) Zoning District, the front yard wall and fence shall consist of a maximum solid wall base height of two feet and the maximum wall height shall be five feet. The applicant is requesting to allow a seven-foot tall wall, with a 3.5-foot solid base, and a 3.5-foot wrought iron top. The portion of the front yard wall along Ash Avenue is located within the public right-of-way. The Department of Public Works has a added condition requiring the applicant to obtain an encroachment agreement prior to securing a building permit.

All of the above additions to the property were placed without permits, which iarenot in compliance with Title 19.06 requirements, and the applicant has created a self-imposed hardship; therefore, staff recommends denial.

FINDINGS (VAR-42175)

In accordance with the provisions of Title 19.16.140(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 19.16.140(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 building a laundry room addition to the existing dwelling within the required building setback, building an Accessory Structure (Class II) within the front yard area, and building front yard wall and fence above the specified height requirement of five feet. The alternative is to relocate the laundry addition elsewhere in the existing building, to relocate the existing Accessory Structure (Class II) within the side yard and to reconstruct the existing wall with a height of five feet with a solid base no greater than two feet in height., which would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 42

NOTICES MAILED 280 (By City Clerk)

APPROVALS 19

PROTESTS 1

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-42175** APN: 139-35-713-035

Name of Property Owner: Shirley Ritz Trust

Name of Applicant: Shirley Ritz Trust

Name of Representative: Stephanie Allen KAEMPFER CROWELL RONSHAN & VANDER & 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: Shirley Ritz

Print Name: Shirley Ritz

Subscribed and sworn before me

This 26 day of May, 2011

Sara Garcia Clark, Nevada
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SARA GARCIA
Appt. No. 09-10823-1
My Appt. Expires July 5, 2011

Appt No. 09-10823-1

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

1005925.1

AMD

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance for front wall/fence and rear yard setback

Project Address (Location) 2222 Ash Avenue

Project Name n/a **Proposed Use** Wall

Assessor's Parcel #(s) 139-35-713-038 **Ward #** 3

General Plan: existing L proposed n/a **Zoning:** existing R-1 proposed n/a

Commercial Square Footage n/a **Floor Area Ratio** n/a

Gross Acres _____ **Lots/Units** 1 **Density** n/a

Additional Information _____

PROPERTY OWNER Shirley Ritz Trust **Contact** Shirley Ritz

Address 3510 Katmai **Phone:** 547-6819 **Fax:** _____

City Las Vegas **State** NV **Zip** 89122

E-mail Address n/a

APPLICANT Shirley Ritz Trust **Contact** Shirley Ritz

Address 3510 Katmai **Phone:** 547-6819 **Fax:** _____

City Las Vegas **State** NV **Zip** 89122

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Stephanie Allen

Address 8345 W. Sunset Road, Suite 250 **Phone:** 792-7000 **Fax:** 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address sha@kcnvlaw.com

Property Owner Signature* Shirley Ritz

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Shirley Ritz

Subscribed and sworn before me

This 26 day of May, 20 11.

Sara Garcia Clark Nevada

Notary Public in and for said County and State

NOTARY PUBLIC STATE OF NEVADA County of Clark SARA GARCIA Appt. No. 08-10823-1 My Appt. Expires July 5, 2011

FOR DEPARTMENT USE ONLY

Case #	VAR-42175
Meeting Date:	8/9/11
Total Fee:	$30.00
Date Received:*	6/16/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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AMP

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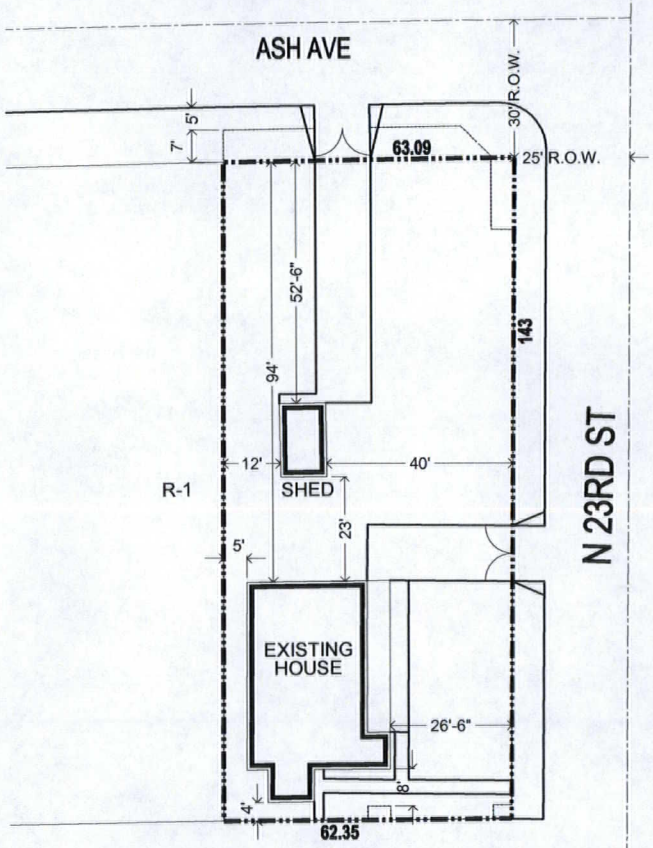


1 **SITE PLAN**
SCALE: 1" = 10'

SITE INFORMATION

ZONING- City of Las Vegas, NV

APN#: 139-35-713-035
Zoning- R-1

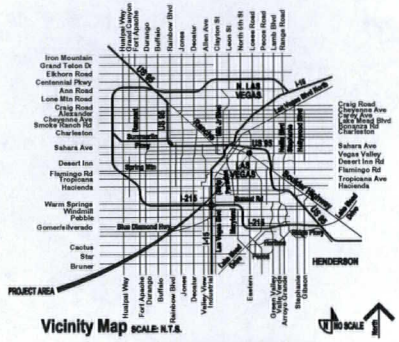
AREA (Approximate, to be verified)

Gross Area	15,454 Sq.Ft.	0.35 - Acres
Net Area	9,021 Sq. Ft.	0.20 - Acres
Lot Coverage		11 %

SETBACKS	REQUIRED	PROVIDED
Front:	20 ft	52 ft Existing
Side:	5 ft	5 ft Existing
Corner Side:	15 ft	26 ft Existing
Rear:	15 ft	4 ft Existing

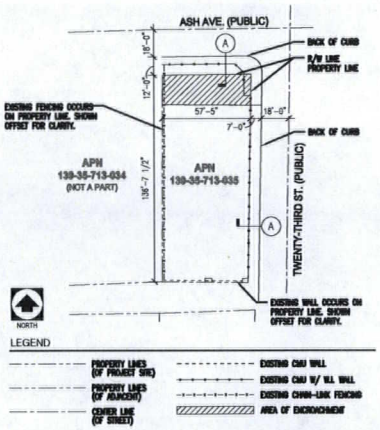
BUILDING HEIGHT

Allowed:	35 ft
Provided:	
House:	15 ft (to mid-point of roof)
Shed:	10 ft (to mid-point of roof)
House Area:	1,200 Sq. Ft.
Shed Area:	160 Sq. Ft.



Vicinity Map SCALE: N.T.S.

Location Map



1 ENCROACHMENT PLAN
1" = 40'-0"

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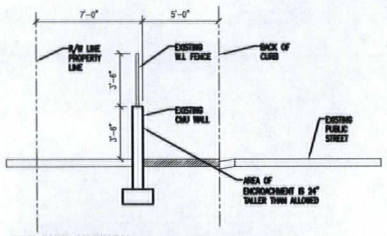


A SITE SECTION

NORTH
Scale: 1 : 10
0 10 20

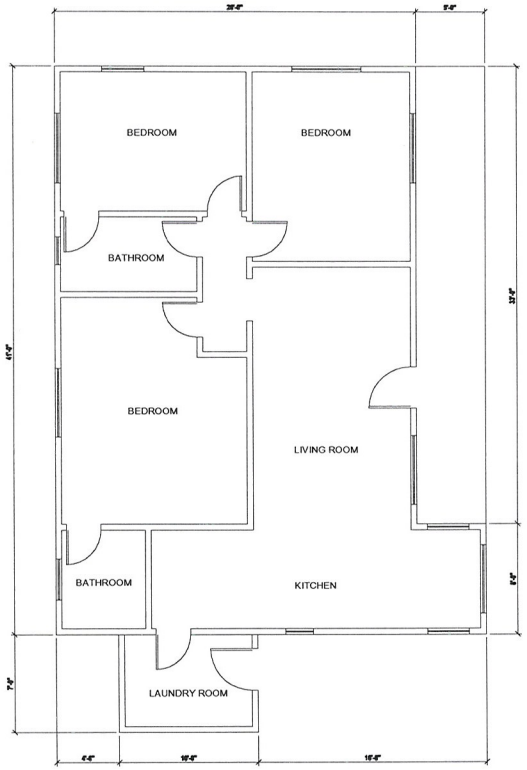
Conceptual Site Plan : Sheet Title
11-054 : Project Number
07/11/11 : Date

FRONTLINE group MOSER architecture studio

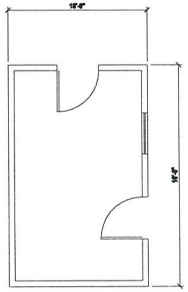
Shirley Ritz Residence

2222 Ash Avenue, City of Las Vegas, NV

VAR-42175
REVISED



1 **FLOOR PLAN**
SCALE: 1/4" = 1'-0"



2 **FLOOR PLAN - SHED**
SCALE: 1/4" = 1'-0"

NORTH
Scale:

Floor Plan : Sheet Title
11-054 : Project Number
06/01/11 : Date

FRONTLINE group MOSER architecture studio

Shirley Ritz Residence

2222 Ash Avenue, City of Las Vegas, NV

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VAR-42175

MOSER architecture studio

North Elevation

South Elevation

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VAR-42175

5975 Edmond Street, Suite 115 Las Vegas, NV 89118 Phone: 702.322.1177 Fax: 702.322.1188

MOSER architecture studio

West Elevation

East Elevation

VAR-42175

5975 Edmond Street, Suite 115 Las Vegas, NV 89118 Phone: 702.322.1177 Fax: 702.322.1188

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Laundry Room Addition

Electrical Meter at Laundry Room Addition

VAR-42175

5975 Edmond Street, Suite 115 Las Vegas, NV 89118 Phone: 702.322.1177 Fax: 702.322.1188

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Perimeter Fence

Perimeter Fence

VAR-42175

5975 Edmond Street, Suite 115 Las Vegas, NV 89118 Phone: 702.322.1177 Fax: 702.322.1188

MOSER architecture studio

Perimeter Fence

Perimeter Fence

VAR-42175

5975 Edmond Street, Suite 115 Las Vegas, NV 89118 Phone: 702.322.1177 Fax: 702.322.1188

MOSER architecture studio

Neighborhood Fencing

Neighborhood Fencing

VAR-42175

5975 Edmond Street, Suite 115 Las Vegas, NV 89118 Phone: 702.322.1177 Fax: 702.322.1188

Neighborhood Fencing

Neighborhood Fencing

VAR-42175

5975 Edmond Street, Suite 115 Las Vegas, NV 89118 Phone: 702.322.1177 Fax: 702.322.1188

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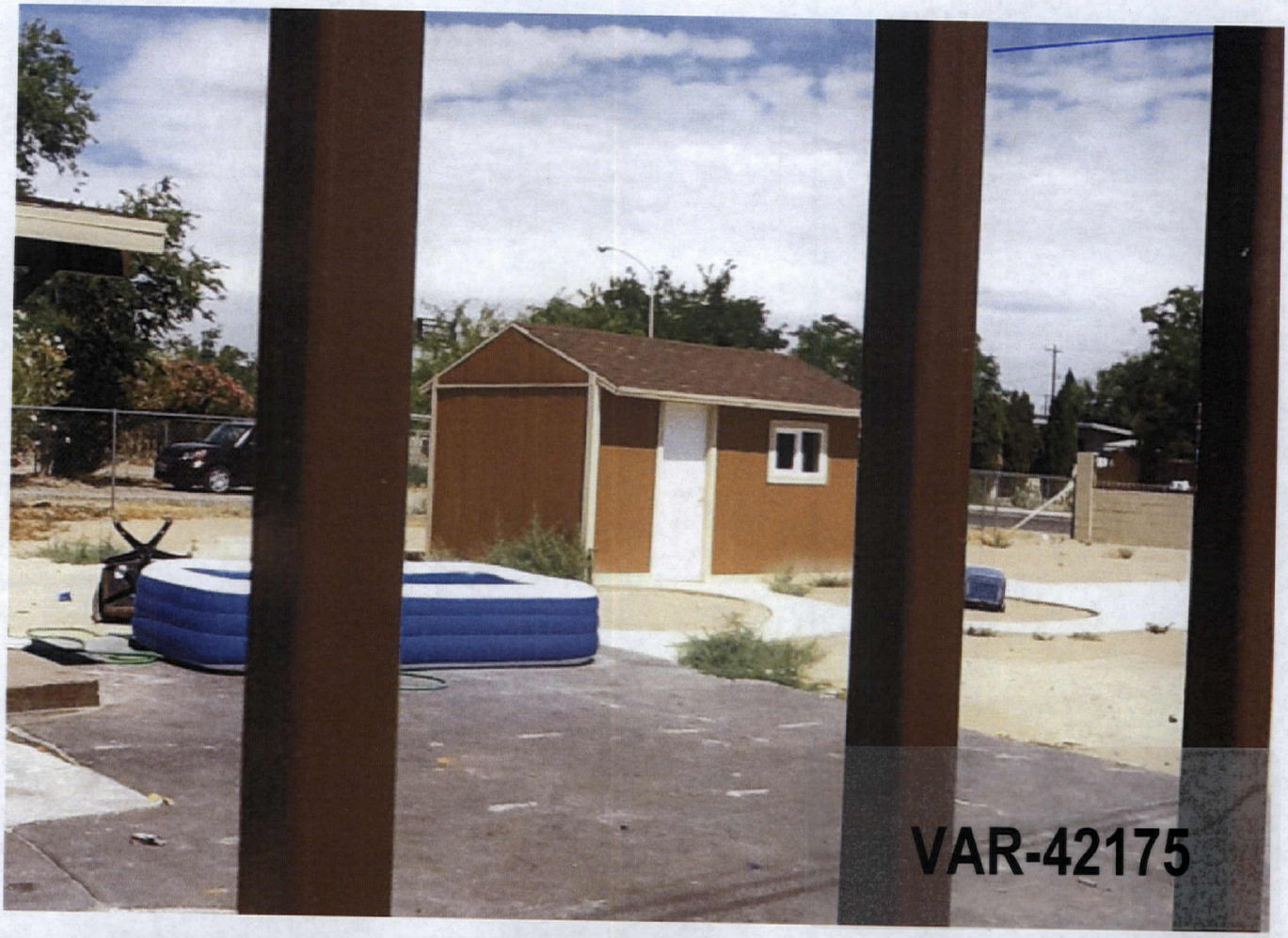
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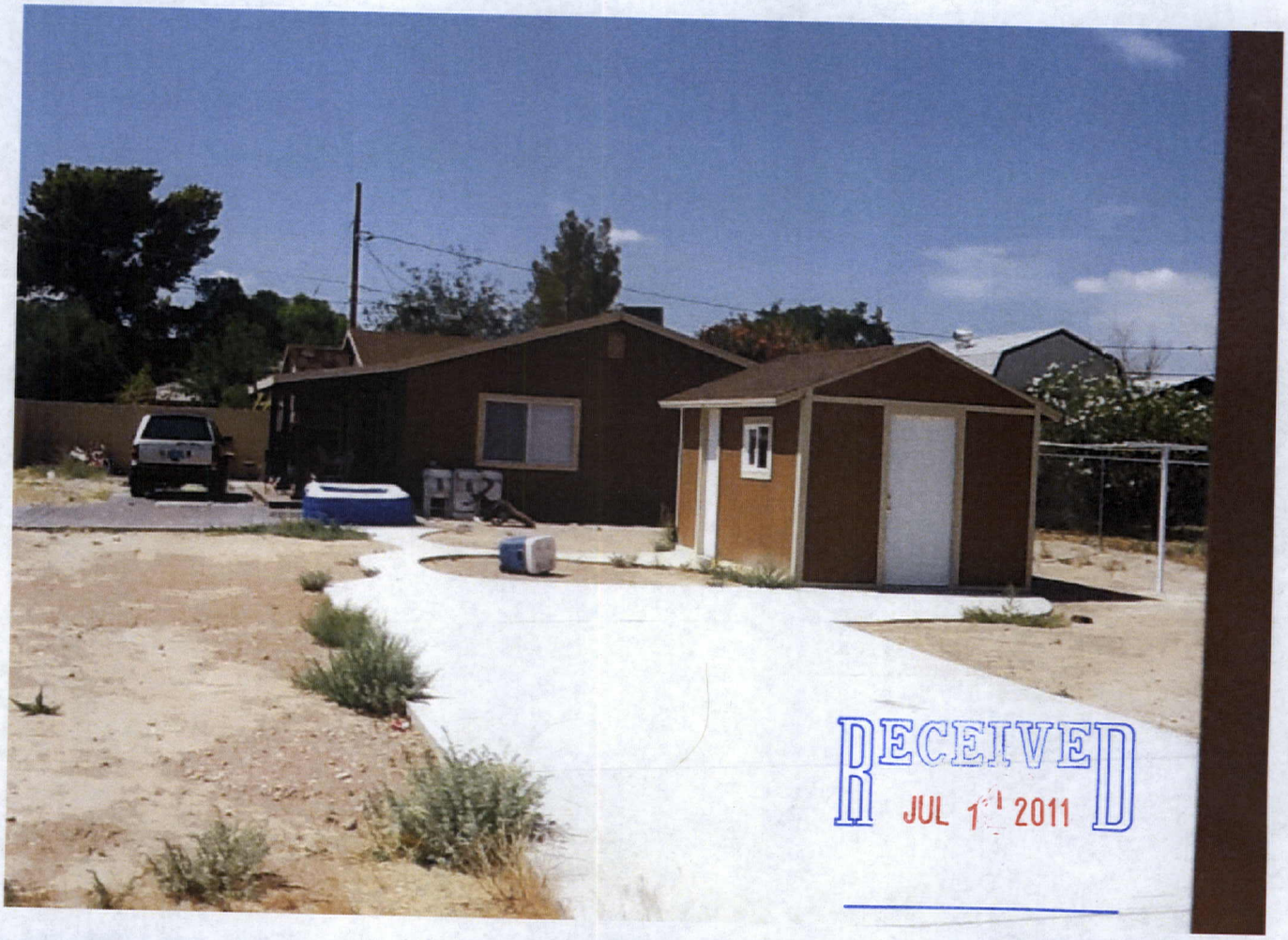

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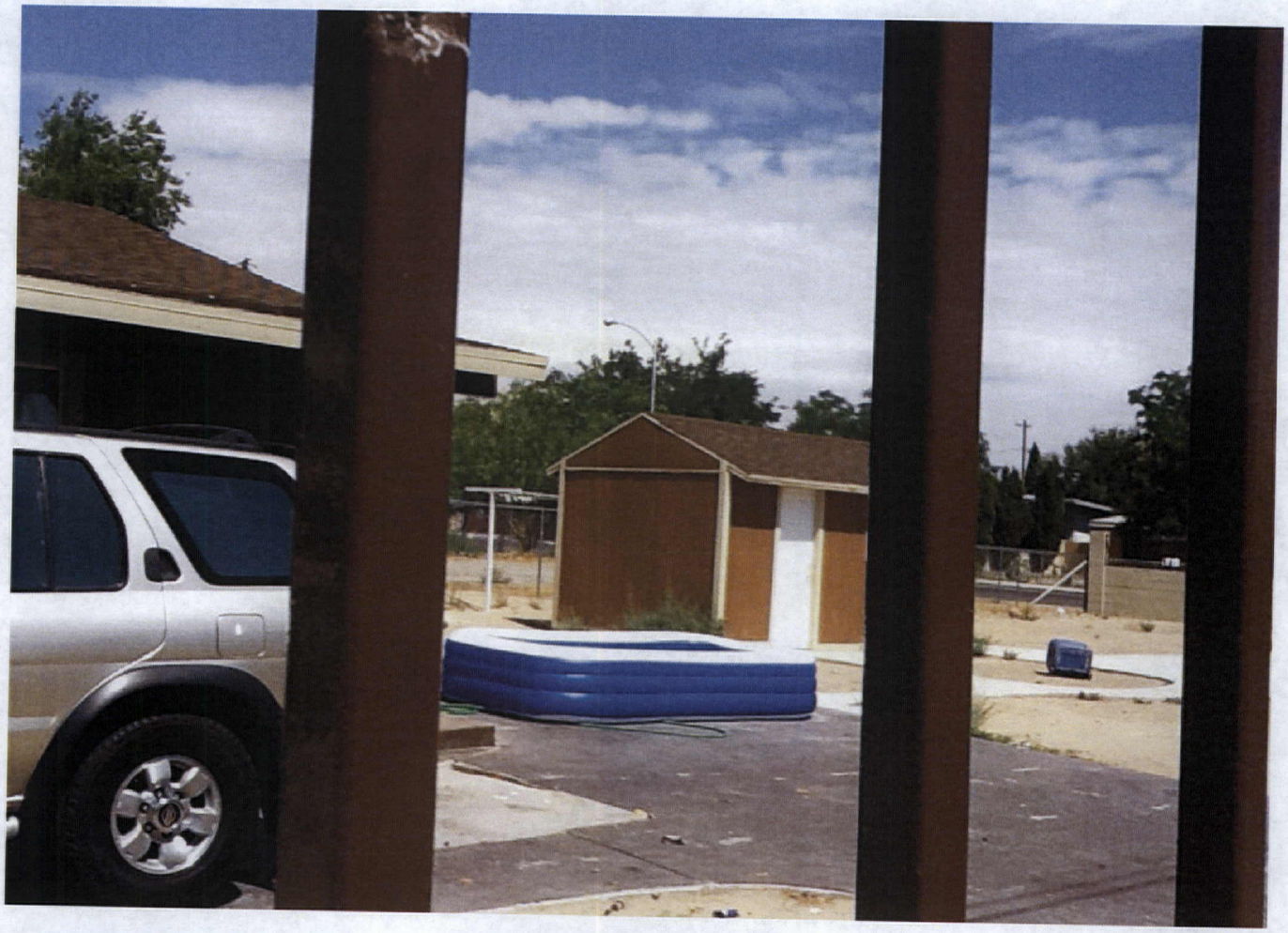

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VAR-42175

VAR-42175 – APPLICANT/OWNER: SHIRLEY RITZ TRUST
2222 ASH AVENUE

06/30/11

VAR-42175 – APPLICANT/OWNER: SHIRLEY RITZ TRUST
2222 ASH AVENUE

06/30/11

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2222 ASH AVENUE

06/30/11

VAR-42175 – APPLICANT/OWNER: SHIRLEY RITZ TRUST
2222 ASH AVENUE

06/30/11

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5470 Kietzke Lane
Suite 140
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.862.0257

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

July 1, 2011

VIA HAND DELIVERY

City of Las Vegas
Planning & Development Dept.
731 So. Fourth Street
Las Vegas, NV 89101

Re: REVISED -- Justification Letter for Variance at 2222 Ash Street
APN # 139-35-713-035

To Whom It May Concern:

Please be advised our office represents the applicant on the above-referenced matter. The property is located at 2222 Ash Avenue, more specifically known as assessor's parcel number 139-35-713-035 ("Property"). The applicant is requesting a variance 1) to allow a 7 foot wall (3 foot, 6 inches of CMU block wall with 3 foot, 6 inches of rod iron on top) around the Property; 2) to allow a 4 foot rear yard setback where 15 feet is required and 3) to allow a shed in front of a primary residence.

The applicant was recently cited by Code Enforcement for not having permits for the block wall that was erected around the Property and for the laundry room addition to the house. The property owner hired a contractor to erect the 7 foot wall around the Property to prevent recurrent break-ins and vandalism that was occurring on the Property. The wall consists of 3 feet, 6 inches of CMU block wall with 3 feet, 6 inches of rod iron on top. The property owner was not aware that a variance was needed to exceed 5 feet in height and did not know that a permit was not pulled for the construction of the wall. The property owner relied on the contractor's expertise and paid the contractor for the construction of the wall. The wall is aesthetically pleasing and the rod iron on top allows for site visibility. Moreover, the wall has served it purpose by prevented further break-ins and vandalism on the Property.

The property owner believes the laundry room addition was constructed decades ago. According to the Clark County Assessor's records, the home was built back in 1948. There is a building permit number 27942 that was issued in 1964 for a remodel of the front of the home. This may have been the permit for the laundry room addition. Attached for your reference are all of the permits that were available from the City's Building Department. The construction of the laundry room should be grandfathered in considering it occurred decades ago. However, if needed, the property owner respectfully requests that the setback variance be granted to bring the Property into compliance.

RECEIVED
JUL 05 2011

VAR-42175
REVISED

KAEMPFER
CROWELL

Additionally, the property owner is requesting a variance to allow a shed on the property. The shed is set back approximately 52' from the Ash Avenue right of way. The primary and practical entrance to the existing house is off of N. 23rd Street. However, technically the address of the property is 2222 Ash Avenue. As a result, the practical use of the property and the primary front entrance of the property is off of N 23rd Street.

If you have any questions, please do not hesitate to contact me at (702) 792-7045. Thank you for your consideration.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Stephanie H. Allen

RECEIVED
JUL 05 2011

VAR-42175
REVISED

KAEMPFER CROWELL
ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

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Fax: 775.852.3982

CARSON CITY OFFICE
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Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

LAS VEGAS OFFICE

STEPHANIE H. ALLEN
sallen@kcnvlaw.com
702.792.7045

September 6, 2011

VIA FACSIMILE
382-4803

Ms. Beverly K. Bridges
City Clerk
City of Las Vegas
400 E. Stewart, 1st Flr.
Las Vegas, NV 89101

RECEIVED
2011 SEP -6 P 2:10
CITY CLERK

Re: City Council Agenda Item #89
VAR-42175

Dear Ms. Bridges:

Our office has been asked to represent the property owner in the above-referenced matter. We respectfully request that this item be held from the presently scheduled City Council hearing of September 7, 2011 until the September 21, 2011 meeting.

Thank you for your cooperation and please call if you have any questions.

Sincerely,
KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Stephanie H. Allen

SHA/mlt

cc: Councilman Bob Coffin (via fax: 382-8558)

RECEIVED
CITY CLERK

2011 AUG 29 A 7:11

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
0004279218
$ 00.41⁴
AUG 25 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 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-42175

City Council Meeting of 9/7/2011

SAADI JOSEPH ISMAIL
1500 E KATELLA 2
ORANGE CA 92867-6306

APN#13935713020

104 FRDFNSI 92867

08/27/2011 SAT 16:12 [TX/RX NO 5089] 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

RECEIVED
CITY CLERK

2011 AUG 30 P 12:47

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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0004279218 AUG 25 2011
MAILED FROM ZIP CODE 89101

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-42175
City Council Meeting of 9/7/2011

ZUNIGA MELCHOR & CARMEN L
204 N 20TH ST
LAS VEGAS NV 89101-4454

APN#13935712012

5 FRDFN11 89101

Application Information

VAR-42175 - APPLICANT/OWNER: SHIRLEY RITZ TRUST - For possible action on a request for a Variance TO ALLOW A FOUR-FOOT REAR YARD SETBACK FOR A PRIMARY STRUCTURE WHERE 15 FEET IS REQUIRED, TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO BE LOCATED IN THE FRONT YARD AREA WHERE SUCH IS NOT PERMITTED AND TO ALLOW A THREE-FOOT, SIX-INCH HIGH SOLID WALL WITH A THREE-FOOT, SIX-INCH WROUGHT IRON TOP WHERE FIVE FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE FRONT YARD on 0.20 acres at 2222 Ash Avenue (APN 139-35-713-035), R-1 (Single Family Residential) Zone, Ward 3 (Coffin).

I OPPOSE

Yo me opongo, no lo apollo, en dejar, la cerca de ese tamaño, porque cuando, pedi para mi casa no quizieron darme el permiso para 5 pies, solo 4 de alta, y creo que deven de ser igual con Todos, Gracias.

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***September 07, 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.

No. 1102 P. 3

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-42175
City Council Meeting of 9/7/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 25 2011
MAILED FROM ZIP CODE 89101

CITY CLE

2011 AUG 29 A 7:11

2117 SUNRISE APARTMENTS L L C
2015 E WINDMILL LN
LAS VEGAS NV 89123-2043

APN#13935812005

29 FRDFN11 89123

08/26/2011 FRI 12:09 [TX/RX NO 5079] 003

Aug. 26. 2011 1:05PM

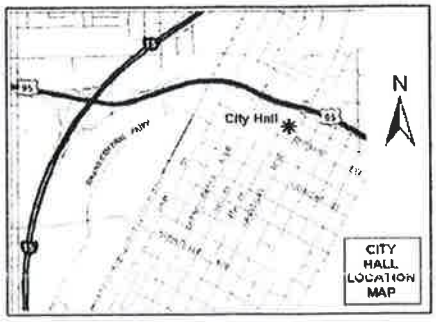
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 28 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
AUG - 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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 we oppose

Please use available blank space on card for your comments.

VAR-42175
Planning Commission Meeting of 8/9/2011

Case: VAR-42175
13935712012
ZUNIGA MELCHOR & CARMEN L ROBLES
204 N 20TH ST
LAS VEGAS NV 89101-4454 89101-4454

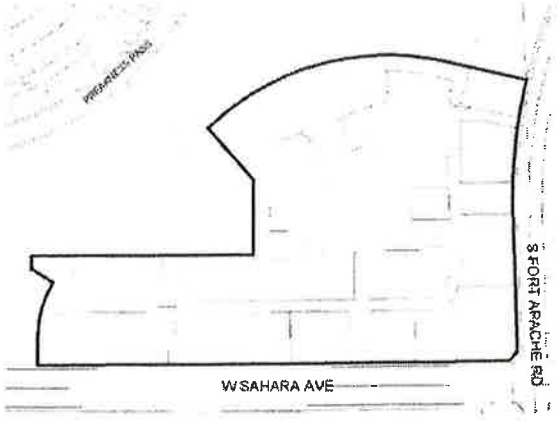
30 PROFIT 89101

Application Information

SUP-42252 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DOG BITES BACK, LLC - OWNER: WINNER PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A 98 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITH A WAIVER TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A RELIGIOUS FACILITY WHERE 400 FEET IS REQUIRED at 9500 West Sahara Avenue (APN 163-06-816-015), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson).

No.
1. There are two many of these stores already.
2. We have requirements for commercial property for a reasons.
3. Variences should be limited.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *August 09, 2011*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

28P

Petition concerning cinderblock wall and laundry room at 2222 Ash Ave.

We, the undersigned, have no objection to the laundry room addition at the rear of the house at 2222 Ash Avenue or to the cinder block wall fronting onto Ash Avenue.

Name	Address	Phone
Vanessa Pineda	216 N. 23 St	3429616
* CHI MAN Yang	2216 Ash	8083251
[illegible]	2216 Ash	772-9619
Thomas Brown	2213 ASH	383-8155
Salina Chavarria	2205 Ash	502-3447
Susana Smith	2117 Ash.	666 7515
FIDEL FERNANDEZ	2108. ASH.	471-6632
Leone Zamora	2112 Ash	702 8135393
Josefina Miranda	230 N. 21 St	
Cristina Garcia	Garcia 2200 ash ave	713-4437
Laura [illegible]	2120 Ash	782-0399
Corazon Graham	238 N 23 St	496 8789
Collector Valles	218 N 23 RD St Las Vegas NV 89101	702) 666 5770
Jose Moreno R	2120. Ash. Ave Las V. NV 89101	702-443-7306
Brizza Fernandez	2222 Ash Ave. Las Vegas NV. 89101	
[illegible]	233 N 23 RD	384-5362
[illegible]	382-1249	2223 E Ogden Ave
Cinda Vargas E	2219 E Ogden Av	
Lilia Figueroa B	2100 - OGDEN AV.	

petition

Submitted at Planning Commission

Date 8-9-2011 Item 28
By Stephanie Allen

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

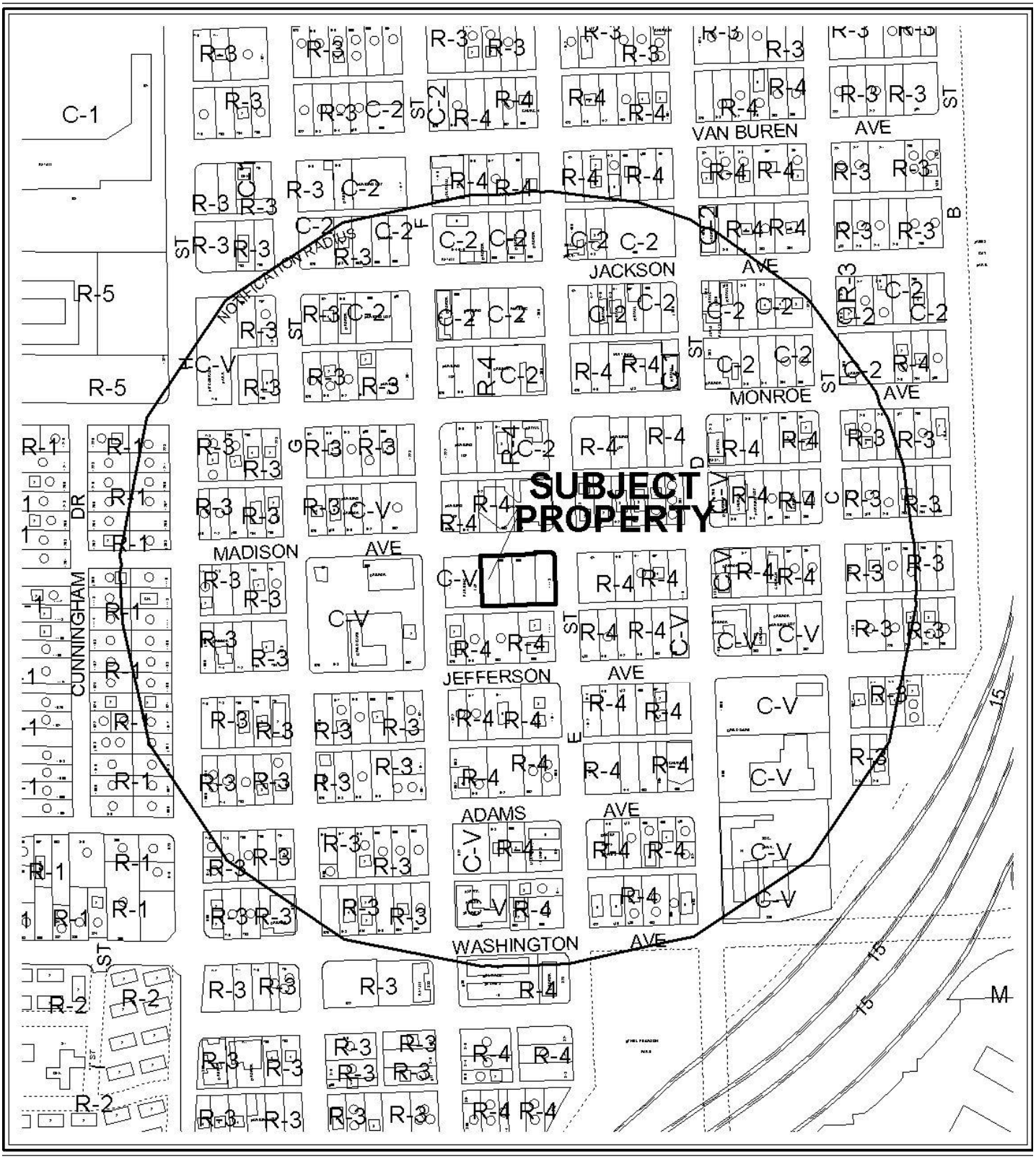
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-41927 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC. - For possible action on a request for a Major Amendment to a previously approved Special Use Permit (U-0073-85) TO ALLOW THE EXPANSION OF A CHURCH/HOUSE OF WORSHIP USE at the southwest corner of Madison Avenue and "E" Street (APNs 139-27-210-026 through 029), R-4 (High Density Residential) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**5**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - SUP-41927 and SDR-41925
3. Supporting Documentation
4. Photos - SUP-41927 and SDR-41925
5. Justification Letter - SUP-41927 and SDR-41925
6. Protest/Support Postcards for SUP-41927 and SDR-41925 – August 17, 2011 City Council Meeting
7. Backup referenced from the July 12, 2011 Planning Commission Meeting Items - SUP-41927 and SDR-41925



CASE: **SUP-41927 AND SDR-41925**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

CASE: **SUP-41927 AND SDR-41925**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-41927	Staff recommends DENIAL, if approved subject to conditions:	
SDR-41925	Staff recommends DENIAL, if approved subject to conditions:	SUP-41927

** CONDITIONS **

SUP-41927 CONDITIONS

Planning

1. Conformance to all applicable Minimum Requirements under LVMC Title 19.12 for a Church/House of Worship use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-41925) shall be required.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. 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 Department of Building and Safety.

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.

SDR-41925 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-41927) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. 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 and landscape plan, date stamped 06/21/11, except as amended by conditions herein.

4. A Waiver from Title 19.06.120 is hereby approved, to allow a zero-foot buffer along the north and east perimeters where 15 feet is required and a six-foot buffer along the west perimeter where eight feet is required.

5. An Exception from 19.08.040 is hereby approved, to allow 12 perimeter trees where 15 trees are required.

6. An Exception from 19.08.110 is hereby approved, to allow 16 parking lot trees where 29 trees are required.

7. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 06/21/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.08.040.

12. 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.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Remove all substandard sidewalk improvements and unused curb cuts adjacent to this site and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

15. The mid-block crossing shown on the submitted site plan is hereby approved by the Traffic Engineering section of the Department of Public Works. Civil improvement drawings, when submitted, shall show the appropriate signing and sidewalk ramps.

16. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Submit an Encroachment Agreement for all landscaping located in the Madison Avenue and "E" Street public rights-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing parking lot at the southwest corner of Madison Avenue and "E" Street for use by the members and guests of the applicant's church at 500 Madison Avenue. The applicant proposes to expand this parking lot west into the undeveloped portion of the site to include a total of 78 spaces. Access to the site would be from a single driveway on the south side of Madison Avenue and from an alley along the south property line. Up to 11 feet of the proposed development along Madison Avenue and six feet along "E" Street are located within the right-of-way. Landscaping is provided along the perimeter within reduced-width planters and within the parking field at the ends of parking rows. A mid-block pedestrian crossing with sidewalk ramps is provided on the north side of Madison Avenue between the proposed parking lot and the existing church to the north. No entitlements have previously been approved for the existing parking lot. As the proposed parking lot requires waivers and exceptions for most of the landscaping, staff recommends denial of the Special Use Permit and Site Development Plan Review requests. If denied, the existing parking lot will remain without entitlements.

ISSUES

- A Special Use Permit is required for all applicant property, including the parking lot site, intended for the Church use that is located in the R-4 (High Density Residential) District. The request for this Special Use Permit is only for the site at the southwest corner of Madison Avenue and "E" Street at this time. Previously approved Special Use Permits are in effect for other portions of the applicant's property.
- As private improvements are proposed within the current right-of-way, an approved encroachment permit or Order of Vacation will be required prior to construction.
- One of the lots is nonconforming with respect to minimum lot size.
- Waivers of perimeter landscape standards are required to allow a zero-foot buffer along the north and east perimeters of the parking lot where 15 feet is required and a six-foot buffer along the west perimeter where eight feet is required.
- An Exception of parking lot landscape requirements is required to allow 16 parking lot trees where 29 trees are required.
- An Exception of perimeter landscape material requirements is required to allow 12 perimeter buffer trees where 15 trees are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/22/65	The Board of Zoning Adjustment approved a Special Use Permit (U-0014-65) for expansion of an existing Church in an R-4 (High Density Residential) District at the northwest corner of Madison Avenue and "E" Street. Staff recommended approval.
11/19/85	The City Council approved a Special Use Permit (U-0073-85) for the expansion and remodeling of an existing Church at 500 Madison Avenue, and for a church parking lot on the southwest "E" Street and Madison Avenue.
07/28/92	The Board of Zoning Adjustment approved a Special Use Permit (U-0159-92) to allow a parking lot at 515-521 West Monroe Avenue and 520 Madison Avenue for an existing church. Staff recommended approval.
09/12/02	The Planning Commission approved a Site Development Plan Review (SD-0036-02) and a reduction of onsite landscape requirements for a parking lot on 0.66 acres at the southwest corner of Madison Avenue and "E" Street. Staff recommended approval. The approval expired on 09/12/04.
12/04/02	The City Council approved the Petition to Vacate (VAC-1023) a portion of Madison Avenue west of "E" Street and a portion of "E" Street south of Madison Avenue. The Planning Commission and staff recommended approval. The approval expired on 12/04/03.
06/04/03	The City Council denied the appeal of the Planning Commission denial of a Special Use Permit (SUP-2041) for a Halfway House, Criminal (Six Beds) at 1111 and 1113 "E" Street. Staff recommended denial.
	The City Council denied the appeal of the Planning Commission denial of a Site Development Plan Review (SDR-2040) for a proposed 1,632 square-foot Halfway House, Criminal and Waivers of parking lot and perimeter landscape requirements and commercial development standards on 0.34 acres at 1111 and 1113 "E" Street. Staff recommended denial.
07/12/11	The Planning Commission (5-1-1 vote/rt, bg) to recommend APPROVAL of companion items SUP-41927 and SDR-41925 (PC Agenda Items 50-51/ss).
08/17/11	The City Council voted to hold these items in abeyance to the September 21, 2011 City Council meeting.

Most Recent Change of Ownership	
06/05/89	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/13/50	A building permit (#10975) was issued for a church at 500 Madison Avenue.
04/26/73	A building permit (#10883) was issued for a projecting sign to replace an existing sign at 500 Madison Avenue. A final inspection was approved on 04/27/73.
07/29/87	A building permit (#0682) was issued for an addition and remodel of an existing church at 500 Madison Avenue.

07/30/87	A building permit (#0682-1) was issued for paving, landscaping and miscellaneous onsite improvements at 500 Madison Avenue.
Pre-1991	A business license (R07-00360) was issued for a restaurant at 1215 "E" Street. The license was marked out of business on 07/06/09.
01/24/94	A building permit (#94316539) was issued for internal tenant improvements at 500 Madison Avenue. A final inspection was approved on 05/10/94.
01/19/96	A business license (M01-04988) was issued for a janitorial service at 1215 "E" Street. The license is still active.
09/17/03	A building permit (#03020084) was issued for a tenant improvement remodel of an existing church at 500 Madison Avenue. A final inspection was approved on 10/02/03.
07/07/06	A building permit (#06004537) was issued for a tenant improvement remodel of an existing church at 500 Madison Avenue. A final inspection was approved on 10/20/06.
07/15/06	A business license (G99-00029) was issued for a charter school at 500 Madison Avenue. The license is still active.
04/22/09	A business license (N31-00239) was issued for a nonprofit community service bookstore and gift shop at 500 Madison Avenue. The license is still active.
07/07/10	An application (166909) for building permit for a parking lot with landscaping and lighting at 1113 "E" Street was submitted to the City of Las Vegas for review. The application was subsequently denied by the Department of Planning pending approval of a Special Use Permit and Site Development Plan Review for a parking lot.

Pre-Application Meeting	
05/05/11	A pre-application meeting was held with the applicant, where the following items were discussed: • A Special Use Permit is required to add the subject site and others that include the Church use and are located within an R-4 (High Density Residential) District. • A Site Development Plan Review is required for the expansion of the existing parking lot at the southwest corner of Madison Avenue and "E" Street. • A Waiver is necessary to allow zero-foot wide perimeter landscape buffers along Madison Avenue and "E" Street, as they are located within the rights-of-way and not onsite. A Waiver is also necessary to allow a six-foot wide buffer along the west property line where eight feet is required. • An Exception is required for parking lot landscaping that cannot meet the requirements of Title 19. • A mid-block crosswalk across Madison Avenue to the existing church is proposed. The applicant was advised to consult the Department of Public Works regarding approval of the crossing.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
06/02/11	The site consists of a paved lot at the southwest corner of Madison Avenue and "E" Street and an undeveloped section west of the paved lot. The undeveloped area is not fenced off from the developed portion. A damaged chain link fence separates the subject site from a developed parking lot to the west. There are two curb cuts on the south side of Madison Avenue into the undeveloped portion of the subject site. A four-foot landscape planter with shrubs is located along "E" Street. The site is free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	0.66

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Satellite Parking Lot Undeveloped	M (Medium Density Residential)	R-4 (High Density Residential)
North	Church	M (Medium Density Residential)	R-4 (High Density Residential)
South	Multi-Family Residential Single Family, Detached	M (Medium Density Residential)	R-4 (High Density Residential)
East	Satellite Parking Lot	H (High Density Residential)	R-4 (High Density Residential)
West	Satellite Parking Lot	PF (Public Facilities)	C-V (Civic)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
West Las Vegas Plan	X		Y

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.120, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	7,000 SF	28,946 SF	Y
Min. Lot Width	N/A Feet	140 Feet	N/A
Min. Setbacks			
• Front	10 Feet	N/A	N/A
• Side	5 Feet	N/A	N/A
• Corner	5 Feet	N/A	N/A
• Rear	20 Feet	N/A	N/A

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	7 Trees	7 Trees	Y
• East	1 Tree / 20 Linear Feet	5 Trees	5 Trees	Y
• West	1 Tree / 30 Linear Feet	3 Trees	0 Trees	N
TOTAL PERIMETER TREES		**15 Trees**	**12 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	29 Trees	16 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		0 Feet	N
• East	15 Feet		0 Feet	N
• West	8 Feet		6 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential		Existing 4-foot chain link fence	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Madison Avenue	N/A	N/A	65	N/A
"E" Street	N/A	N/A	63	N/A

Pursuant to Title 19.08 and 19.12, 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	
Parking Lot (offsite satellite)	N/A	N/A	N/A				
TOTAL SPACES REQUIRED			N/A		78		N/A
Regular and Handicap Spaces Required			N/A	N/A	78	0	N/A

Waivers		
Requirement	***Request***	***Staff Recommendation***
15-foot wide perimeter landscape buffer	To allow a zero-foot wide buffer along the north and east perimeters	Denial
8-foot wide perimeter landscape buffer	To allow a six-foot wide buffer along the west perimeter	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
29 parking lot trees in islands and ends of parking rows	To allow 16 parking lot trees	Denial
15 perimeter buffer trees	To allow 12 perimeter buffer trees	Denial

ANALYSIS

The subject site is located within the West Las Vegas Plan area. According to the plan, the site is designated for high density residential uses and is not recommended for amendment to any other land use type at this time. Church uses are consistent with this land use; however, a Special Use Permit is required. It is noted that the current zoning district is inconsistent with the existing General Plan land use for the site; however, approval of a Special Use Permit for a Church use is still appropriate within the R-4 (High Density Residential) District. The proposed development is subject to a 175-foot height restriction within the Airport Overlay District; no structure, including light standards, will exceed 35 feet from grade.

The church owns existing parking facilities at the northeast corner of Madison Avenue and "F" Street, the southeast corner of Monroe Avenue and F Street, the southeast corner of Monroe Avenue and "E" Street, the southeast corner of Madison Avenue and F Street and the southwest corner of Madison Avenue and F Street. The lots to the north of the subject site and at the southeast corner of Monroe Avenue and F Street are linked to the church use by three previously approved Special Use Permits (U-0014-65, U-0073-85 and U-0159-92) that allow parking in a residential zoning district. The parking lots located at 513 West Monroe Avenue, the southeast corner of Monroe Avenue and "E" Street and the subject site, with the exception of the southwest corner of Madison Avenue and "E" Street, are not currently entitled for this use within a residential zoning district. The subject requests only address the lots at the southwest corner of Madison Avenue and "E" Street.

Parking spaces located wholly or partially within rights-of-way do not count toward any parking requirement. The spaces provided are intended to be provided in addition to those already meeting the onsite parking requirement for the Church/House of Worship use north of the site. No handicap-accessible parking is proposed. One-way access onsite is provided to angled parking spaces from the alley to the south, and two-way access is provided to 90 degree spaces from Madison Avenue.

Landscaping is provided within four-foot perimeter buffers along "E" Street and Madison Avenue and a six-foot buffer along the west property line. Landscaping within rights-of-way cannot be counted toward onsite requirements; therefore, waivers for zero-foot buffers are required. Approval of an encroachment permit is required until such time as the right-of-way can be vacated. A waiver is also required for the reduction in buffer width along the west property line. The site could be redesigned to meet Title 19 standards; therefore, staff recommends denial of the waivers. In addition, the site as proposed is deficient in the number of perimeter and parking lot trees. Perimeter trees could be provided within the current design. In the case of parking lot trees, the site could be redesigned to comply with Title 19 requirements. Staff therefore also recommends denial of the requested exceptions.

The addition of landscaping, reduction in existing driveways and proposed lot consolidation as part of the proposed expansion would be an aesthetic improvement over the current site; however, as the development does not meet several code requirements that could be met otherwise, staff cannot recommend approval of both requests.

FINDINGS (SUP-41927)

In order to approve a Special Use Permit application, per Title 19.16.110(L) 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 current use of the site would be in compliance with Title 19 zoning requirements with approval of a Special Use Permit and would be compatible with the Church to the north and other church-related uses in the surrounding area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically appropriate for the proposed parking lot; however, the lot design as proposed is too intense to accommodate all Title 19 requirements.

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.**

   Access from a single driveway on the south side of Madison Avenue and from the mid-block alley between "E" and "F" Streets is adequate to handle the traffic demand of the proposed parking lot.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit would be consistent with the objectives of the General Plan, which allows supporting uses such as churches in residentially designated areas. The associated development would be subject to permits and inspection, thereby protecting the public health, safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use meets the minimum conditions per Title 19.12.

FINDINGS (SDR-41925)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed parking lot is compatible with the church to the north that it is intended to serve, as well as adjacent parking lots to the west and east. The lot would be separated from adjacent residential uses by a 20-foot alley.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed land use is consistent with the West Las Vegas Plan, General Plan and current zoning designation; however, the proposed design requires several waivers and exceptions of Title 19, which staff cannot support.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access from Madison Avenue and the alley to the south should not impede or negatively affect traffic in the neighborhood. The proposed traffic movements are logical and are designed to minimize conflicts within the parking area.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Landscape materials feature shade trees appropriate for a parking lot development. In addition to the benefits trees bring to the immediate site, they will enhance the aesthetic appeal of the neighborhood.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed design characteristics create an orderly and pleasing environment. However, additional shade trees could be provided along the west property line to help screen existing surface parking on the adjacent lot. It is recommended that the existing chain link fence be repaired or replaced with another suitable material such as wrought iron.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Development is subject to permits and inspection, thereby securing the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 206 (By City Clerk)

APPROVALS 5

PROTESTS 2

SUP

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-41927** APN: 139-27-110-125, 139-27-210-011 TO 016, 139-27-110-128 TO 139, 139-27-210-026 TO 029

Name of Property Owner: SECOND BAPTIST CHURCH, INC

Name of Applicant: SECOND BAPTIST CHURCH

Name of Representative: LAZELL PRATOR, PE

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?

X 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: Byron A. Gaynes

Partner(s): _____ _____

APN: N/A

Signature of Property Owner: Johnnie R Triplett

Print Name: Johnnie R Triplett

Subscribed and sworn before me

This 17th day of May, 2014

Notary Public in and for said County and State Clark, NV

STEPHEN C. GOMEZ
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. NO. 10-3484-1
MY APPT. EXPIRES JUNE 4, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 1113 'E' Street

Project Name 2nd Baptist Additional Parking **Proposed Use** Parking

Assessor's Parcel #(s) 139-27-110-128 to 130 139-27-210-026 to 029 139-27-110-125, 139-27-210-011 to 016 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Second Baptist Church, Inc **Contact** John Triplett

Address 500 W Madison Ave **Phone:** 648-6155 **Fax:** 648-8557

City Las Vegas **State** NV **Zip** 89106

E-mail Address sbclv@yahoo.com

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Preator Consulting **Contact** Lazell Preator

Address 1012 Silver Retreat Ct **Phone:** 606-7613 **Fax:** 564-4082

City Henderson **State** NV **Zip** 89002

E-mail Address preatorconsulting@cox.net

Property Owner Signature* _____

*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 17th day of May, 20 11.

_____

Notary Public in and for said County and State

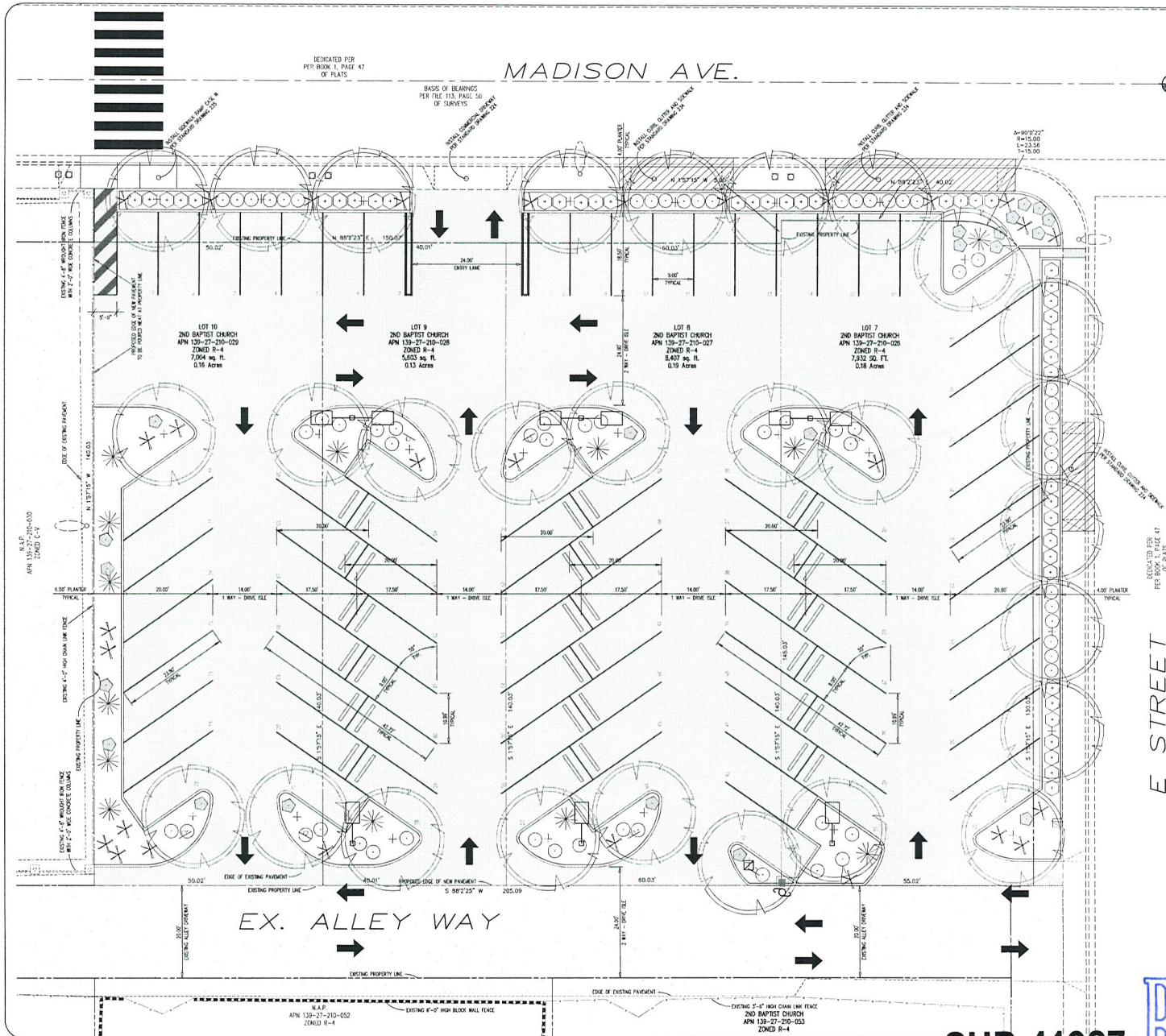
Clark, NV

STEPHEN C. GOMEZ
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. NO. 10-2484-1
MY APPT. EXPIRES JUNE 4, 2014

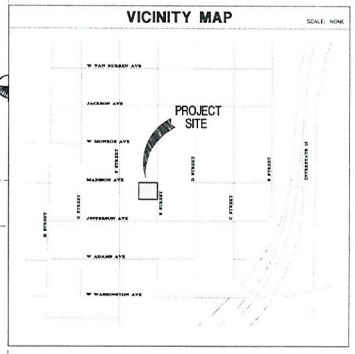
FOR DEPARTMENT USE ONLY

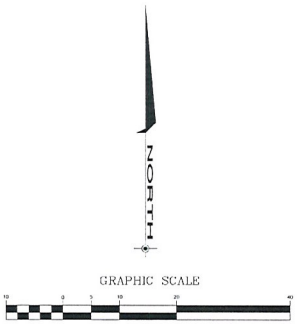
Case #	SUP-41927
Meeting Date:	7-12-11
Total Fee:	$1030.00
Date Accepted:	5-26-11
Accepted By:	JFM

*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.



VICINITY MAP





PLANT SCHEDULE

SYMBOL	COMMON NAME	QTY.	SIZE	REMARKS
TREES				
	CHINESE PISTACHE	28	24" BOX	STD.
SHRUBS				
	DWARF POMEGRANITE	65	5 GAL	
	PROSTRATE COTONEASTER	45	5 GAL	
	NEW GOLD LANTANA	21	5 GAL	
	TOOTHLESS SOTOL	13	5 GAL	
	RED YUCCA	29	5 GAL	

NOTES:
1. QUANTITIES ARE FOR REFERENCE ONLY. CONTRACTOR TO INSTALL ALL MATERIAL SHOWN ON PLANS.
2. INSTALL 3/8" MINUS VISTA, MINERAL PARK OR KALAMAZOO GOLD CRUSHED ROCK TO A 2" DEPTH IN ALL LANDSCAPE (NON-HARDSCAPE) AREAS TYP.

PARKING QUANTITIES

*EXISTING AT MAIN SANCTUARY
STANDARD PARKING STALLS ..... 100 E.A.
HANDICAP PARKING STALLS ..... 11 E.A.

PROPOSED ADDITIONAL STALLS
STANDARD PARKING STALLS ..... 78 E.A.
HANDICAP PARKING STALLS ..... 0 E.A.

PREATOR CONSULTING
1012 SILVER RETREAT CT.
HENDERSON, NV. 89002
TELL (702) 566-7613
FAX (702) 564-6082
E-MAIL: PREATORCONSULTING@COX.NET

JOB TITLE
2ND BAPTIST CHURCH
MADISON PARKING LOT
1113 E STREET LAS VEGAS, NV 89106
APN: 139-27-210-026 THRU 029

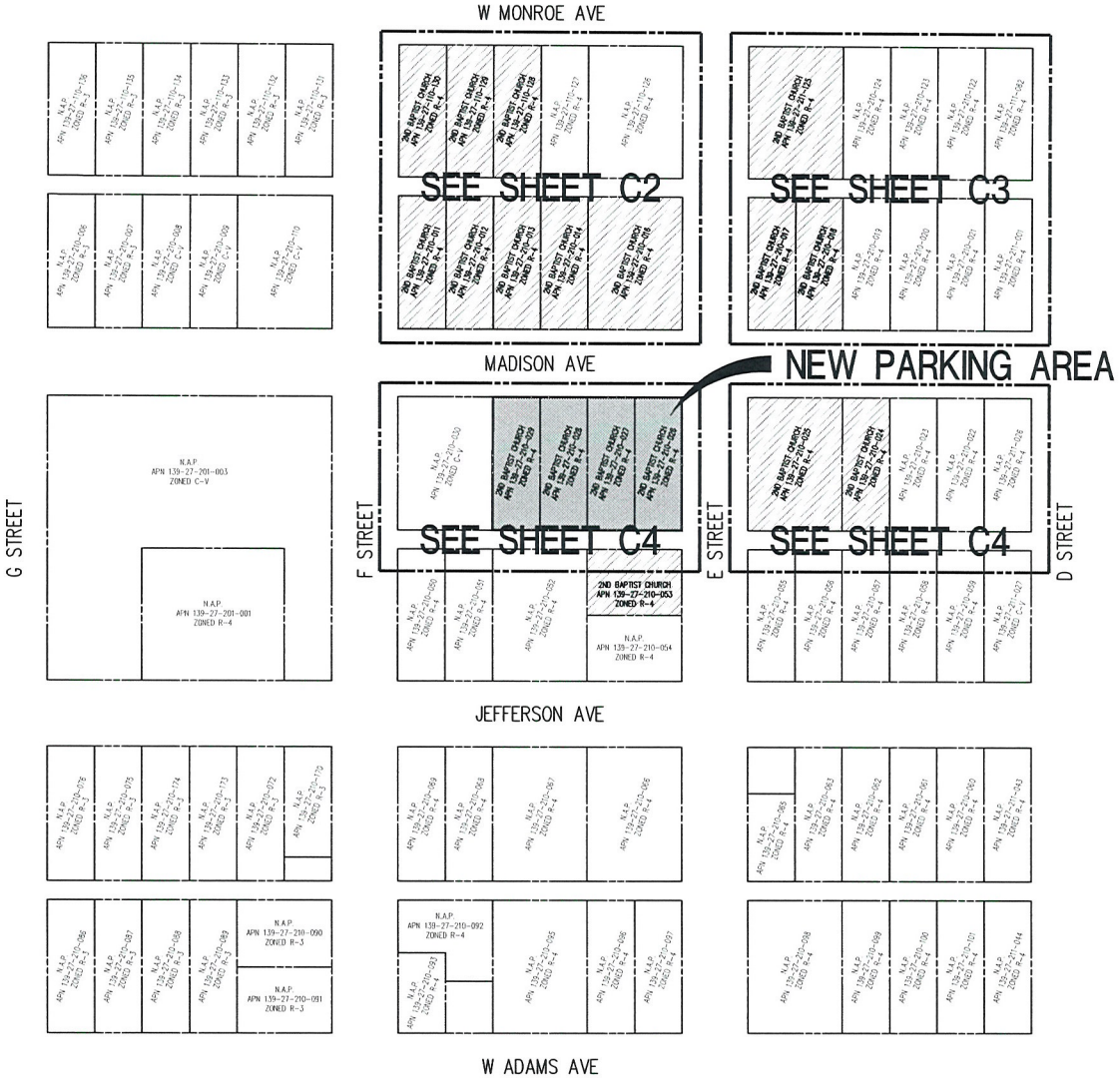
SHEET TITLE
SITE PLAN

REV. NO.	DESCRIPTION	APP'D. BY	DATE

DATE: 23 May 2011
JOB No. 09-07-07
DESIGN BY: DRL
DRAWN BY: DRL
C1
SHEET 1 OF 1

RECEIVED
JUN 21 2011

SUP-41927
SDR-41925
REVISED



EXISTING ON-SITE PARKING				
PARCEL	STANDARD STALLS	HANDICAP STALLS	MISC. STALLS	
APN 139-27-210-011	19	5	0	
APN 139-27-210-012	7	9	2	*
APN 139-27-210-013	6	0	0	
APN 139-27-210-014	1	0	1	**
APN 139-27-210-016	1	3	5	***
APN 139-27-210-017	STORAGE LOT / NO PUBLIC PARKING			
APN 139-27-210-018	STORAGE LOT / NO PUBLIC PARKING			
APN 139-27-210-024	VACANT LOT / GRAVEL GROUND - NO DELINEATED PARKING STALLS			
APN 139-27-210-025	VACANT LOT / GRAVEL GROUND - NO DELINEATED PARKING STALLS			
APN 139-27-210-026	28	0	0	****
APN 139-27-210-027	VACANT LOT / GRAVEL GROUND - NO DELINEATED PARKING STALLS			
APN 139-27-210-028	VACANT LOT / GRAVEL GROUND - NO DELINEATED PARKING STALLS			
APN 139-27-210-029	VACANT LOT / GRAVEL GROUND - NO DELINEATED PARKING STALLS			
APN 139-27-210-053	PRIVATE PROPERTY / NO PUBLIC PARKING			
APN 139-27-211-125	45	0	0	
APN 139-27-211-128	24	0	0	
APN 139-27-211-129	23	0	0	
APN 139-27-211-130	23	0	0	
TOTAL ON-SITE PARKING	177	17	8	
*	1 STALL MARKED "SECURITY" - 1 STALL MARKED "BUS LOADING AREA"			
**	1 STALL MARKED "NO PARKING"			
***	1 STALL MARKED "PASTOR" - 4 PARALLEL STALLS AT REAR OF BLDG			
****	THESE PARKING STALLS ARE TO BE REPLACE			
PROPOSED ON-SITE PARKING				
APN 139-27-210-026	22	0	0	
APN 139-27-210-027	21	0	0	
APN 139-27-210-028	16	0	0	
APN 139-27-210-029	19	0	0	
PROPOSED ON-SITE PARKING	78	0	0	
PROPOSED NET PARKING	227	17	8	

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

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HENDERSON, NV. 89002
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FAX (702) 564-6282
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JOB TITLE
2ND BAPTIST CHURCH
MADISON PARKING LOT
1113 E STREET LAS VEGAS, NV 89106
APN: 139-27-210-026 THRU 029

SHEET TITLE
EXISTING PARKING EXHIBIT

REV. NO.	DESCRIPTION	APP'D. BY	DATE

DATE: 16 June 2011
JOB No. 09-07-07
DESIGN BY: DRL
DRAWN BY: DRL
C1
SHEET OF 5

SUP-41927
SDR-41925
REVISED

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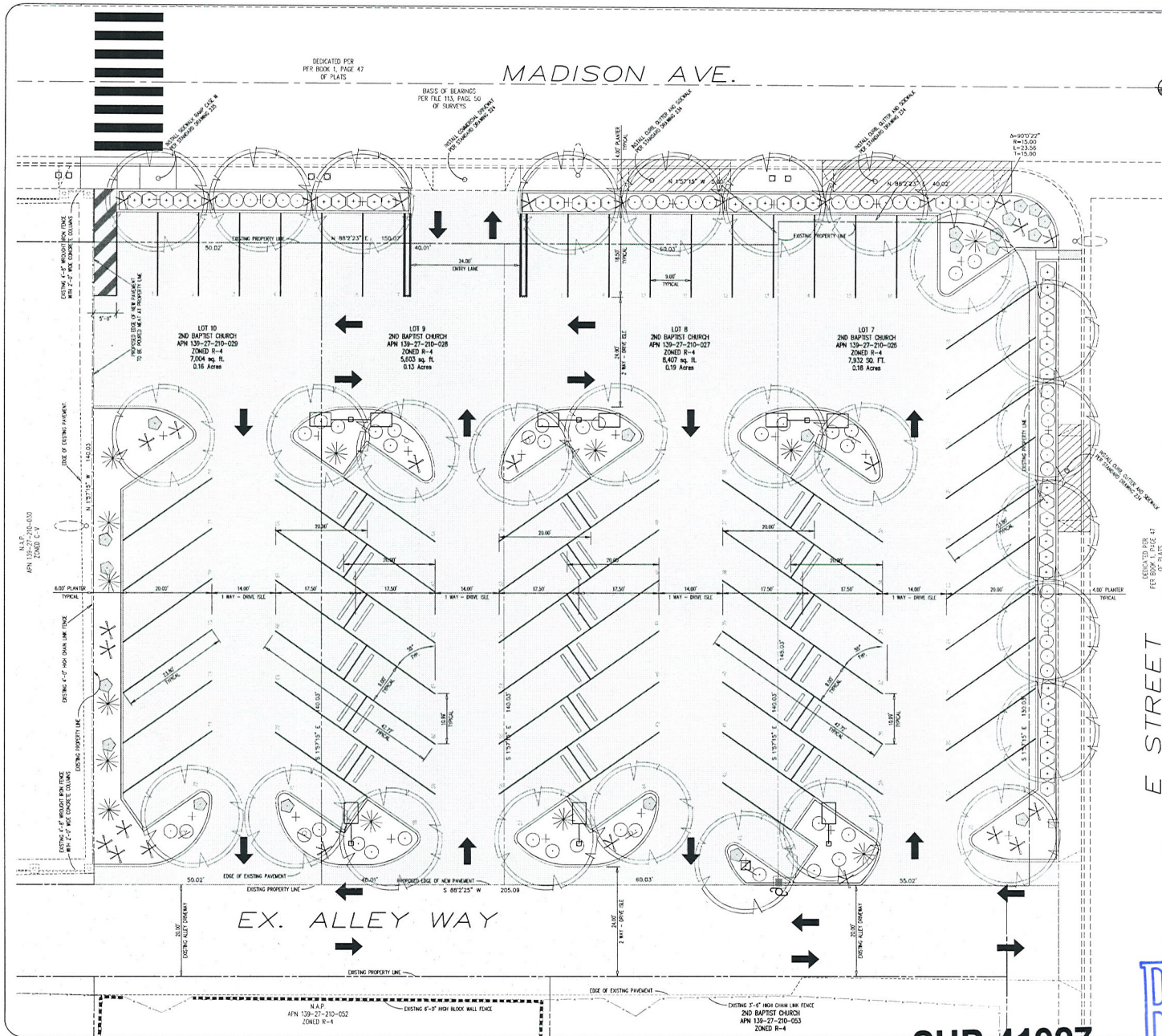
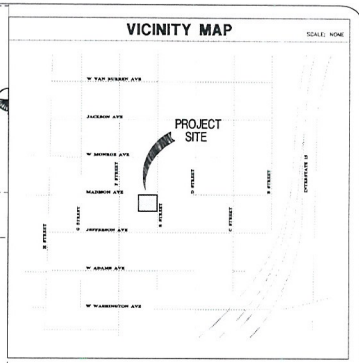
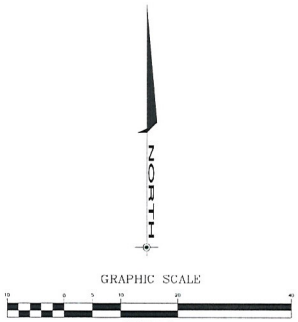
JUN 16 2011



VICINITY MAP





PLANT SCHEDULE

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2ND BAPTIST CHURCH
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1113 E STREET LAS VEGAS, NV 89106
APN: 139-27-210-026 THRU 029

SHEET TITLE
SITE PLAN

REV. NO.	DESCRIPTION	APP'D. BY	DATE

DATE: 23 May 2011
JOB No. 09-07-07
DESIGN BY: DRL
DRAWN BY: DRL
C1
SHEET 1 OF 1

SUP-41927 AND SDR-41925 - APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC.
SOUTHEAST CORNER OF MONROE AVENUE AND "F" STREET, THE SOUTHEAST CORNER OF MONROE AVENUE AND "E" STREET, AND THE NORTHWEST AND SOUTHWEST CORNERS OF MADISON AVENUE AND "E" STREET

06/2/11

SUP-41927 AND SDR-41925 - APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC.
SOUTHEAST CORNER OF MONROE AVENUE AND "F" STREET, THE SOUTHEAST CORNER OF MONROE AVENUE AND "E" STREET, AND THE NORTHWEST AND SOUTHWEST CORNERS OF MADISON AVENUE AND "E" STREET

06/2/11

SUP-41927 AND SDR-41925 - APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC.
SOUTHEAST CORNER OF MONROE AVENUE AND "F" STREET, THE SOUTHEAST CORNER OF MONROE AVENUE AND "E" STREET, AND THE NORTHWEST AND SOUTHWEST CORNERS OF MADISON AVENUE AND "E" STREET

06/2/11

PREATOR CONSULTING

1012 Silver Retreat Ct
Henderson, NV 89002
Tel: (702) 606-7613
Fax: (702) 564-4082

May 26, 2010

Mr. Flinn Fagg, AICP
Acting Director – Development Services Center
City of Las Vegas Planning and Development
333 N. Rancho Drive
Las Vegas, NV 89106

RE: JUSTIFICATION LETTER – SUP/SDR (Revised)
2ND BAPTIST CHURCH PARKING LOT
1113 E STREET

Dear Mr. Fagg;

The 2nd Baptist Church of Las Vegas is requesting to convert 4 existing parcels into one, and create a single paved and landscaped parking lot. The lots are currently known as APN: 139-27-210-026 through 029. Note that the Special Use Permit affects all of the land currently owned and used by the Church in the area, as all parcels are on residential lots.

Currently the four lots requesting to be paved are being utilized for parking, but only one (026) is currently paved. Previous work to expand the parking for the Church have been approved (U-159-92 and others). The Church feels that the paving and landscaping of the lots will enhance the beauty of the area, reduce dust pollution and provide a safer environment for evening services. A pedestrian crossing, with ramps, is to be added to allow safe passage across Madison Ave.

The Church desires to landscape and light the area. Landscape exceptions are requested to allow 12 perimeter and 16 parking trees; zero-foot buffers along the north and east perimeters, and a six foot buffer along the west perimeter. As there are sufficient handicap accessible stalls adjacent to the Sanctuary on the north side of Madison, no handicap spaces are proposed. Discussions with City Staff have yielded that the alleyway on the south side of the lots is permanent, and is suitable for use as a turn-thru for the parking lot.

The Las Vegas Valley Water District is requiring that the four lots be combined to allow a single meter to provide landscape water for the lot. The Church has no objections to this provision. Currently the sidewalks are attached along these lots, and throughout the neighborhood; the desire it to maintain the continuity of the sidewalks as attached.

Several times in the last few years, the 2nd Baptist Church has been lauded by City Officials as a leader in the community, and for the beauty of the Sanctuary. The leaders of the Church desire to continue to be a pillar of the community, and having the paved and landscaped lot is important to them.

Please feel free to contact me at 606-7613 should you have any questions.

Sincerely,
PREATOR CONSULTING, LLC

Lazell H. Preator, PE
Chief Engineer

SUP-41927
SDR-41925
REVISED

RECEIVED
JUN 22 2011

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41927 & SDR-41925
City Council Meeting of 8/17/2011

Churches Should Pay TAXES!!

Margaret Franklin

RECEIVED
CITY CLERK
2011 AUG -8 A 7 20

FRANKLIN ELSA E
2751 CAROLINA BLUE AVE
HENDERSON NV 89052-3864

APN#13927110146

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
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[X] I SUPPORT this Request

[X] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41927 & SDR-41925
City Council Meeting of 8/17/2011

BROWN PHIGNORA
220 W JEFFERSON AVE
LAS VEGAS NV 89106-3350

APN#13927211033

26 PROP11 8106

91/5

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Return Service Requested
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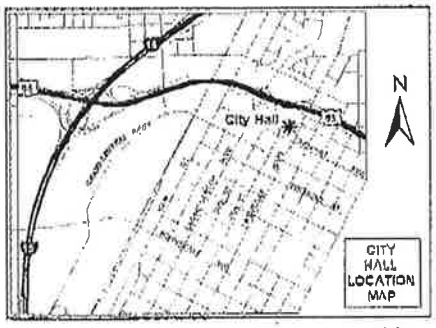

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41927 & SDR-41925
City Council Meeting of 8/17/2011

CHURCH BAPTIST NEW JERUSALEM
1100 D ST
LAS VEGAS NV 89106-3110

APN#13927211024

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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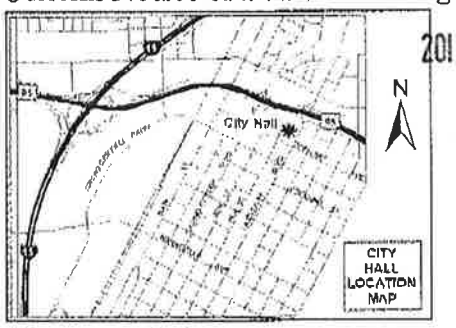
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41927 & SDR-41925
City Council Meeting of 8/17/2011

CHURCH GREATER NEW JERUSALEM
1100 N D ST
LAS VEGAS NV 89106-3110

APN#13927211006

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

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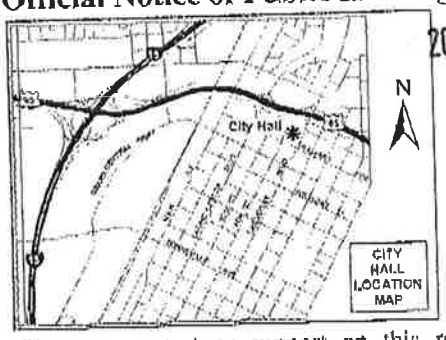

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GREATER NEW JERUSALEM CHURCH
1100 NORTH D ST
LAS VEGAS NV 89106-3110

☒ I SUPPORT this Request ☐ I OPPOSE this Request

APN#13927210058

Please use available blank space on card for your comments.

SUP-41927 & SDR-41925
City Council Meeting of 8/17/2011

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41927 & SDR-41925
City Council Meeting of 8/17/2011

GREATER NEW JERUSALEM M B C
1100 N D ST
LAS VEGAS NV 89106-3110

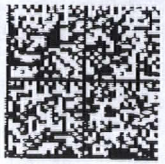
APN#13927211030

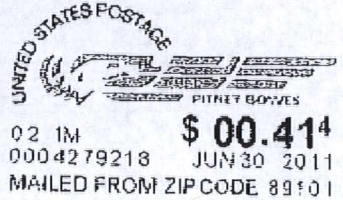
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

07/02/2011 21:36 7029143683 FRANKLIN PAGE 01

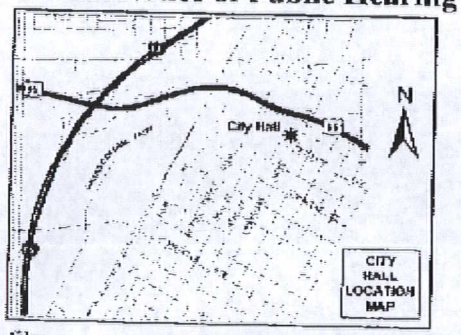
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

CHURCHES DON'T PAY TAXES !!





Return Service Requested
Official Notice of Public Hearing



NOT REAL CHURCHES THEY ARE CULTS !!

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

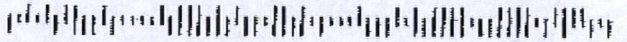
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-41927 & SDR-41925
Planning Commission Meeting of 7/12/2011

Case: SUP-41927
13927110147
FRANKLIN ELSA E
2751 CAROLINA BLUE AVE
HENDERSON NV 89052-3864

89 DRDFM1 89052



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City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
SDR-41925 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-41927 - PUBLIC HEARING - APPLICANT/OWNER: SECOND BAPTIST CHURCH, INC. - For possible action on a request for a Site Development Plan Review FOR EXPANSION OF AN EXISTING PARKING LOT AND WAIVERS OF PERIMETER LANDSCAPE REQUIREMENTS TO ALLOW ZERO-FOOT BUFFERS ALONG THE NORTH AND EAST PERIMETERS WHERE 15 FEET IS REQUIRED AND A SIX-FOOT BUFFER ALONG THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED on 0.66 acres at the southwest corner of Madison Avenue and "E" Street (APNs 139-27-210-026 through 029), R-4 (High Density Residential) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

SDR

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41925** APN: 139-27-210-026 TO 029

Name of Property Owner: SECOND BAPTIST CHURCH, INC.

Name of Applicant: SECOND BAPTIST CHURCH

Name of Representative: LAZELL PREATOR, PE

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?

X 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: BYRON A. GOYNES

Partner(s): _____ _____

APN: N/A

Signature of Property Owner: Johnnie R Triplett

Print Name: Johnnie R Triplett

Subscribed and sworn before me

This 17th day of MAY, 2011

Notary Public in and for said County and State

CLARK, NV

STEPHEN C. GOMEZ
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. NO. 10-2484-1
MY APPT. EXPIRES JUNE 4, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT REVIEW

Project Address (Location) 1113 'E' STREET

Project Name 2ND BAPTIST ADDITIONAL PARKING **Proposed Use** PARKING

Assessor's Parcel #(s) 139-27-210-026-029 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER SECOND BAPTIST CHURCH INC. **Contact** JOHN TRIPPLETT

Address 500 W. MADISON AVE **Phone:** 648-6155 **Fax:** 648-8557

City LAS VEGAS **State** NV **Zip** 89106

E-mail Address Sbclv@yahoo.com

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax.** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE PREATOR CONSULTING **Contact** LAZELL PREATOR

Address 1012 SILVER RETREAT CT **Phone:** 606-7613 **Fax:** 564-4082

City HENDERSON **State** NV **Zip** 89002

E-mail Address preatorconsulting@cox.net

Property Owner Signature* _____

*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 17th day of MAY, 20 11.

_____

Notary Public in and for said County and State

Clark, NV

STEPHEN C. GOMEZ
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. NO. 10-3984-1
MY APPT. EXPIRES JUNE 4, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-41925
Meeting Date:	7-12-11
Total Fee:	1030.00
Date Accepted:	5-26-11
Accepted By:	

*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.

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

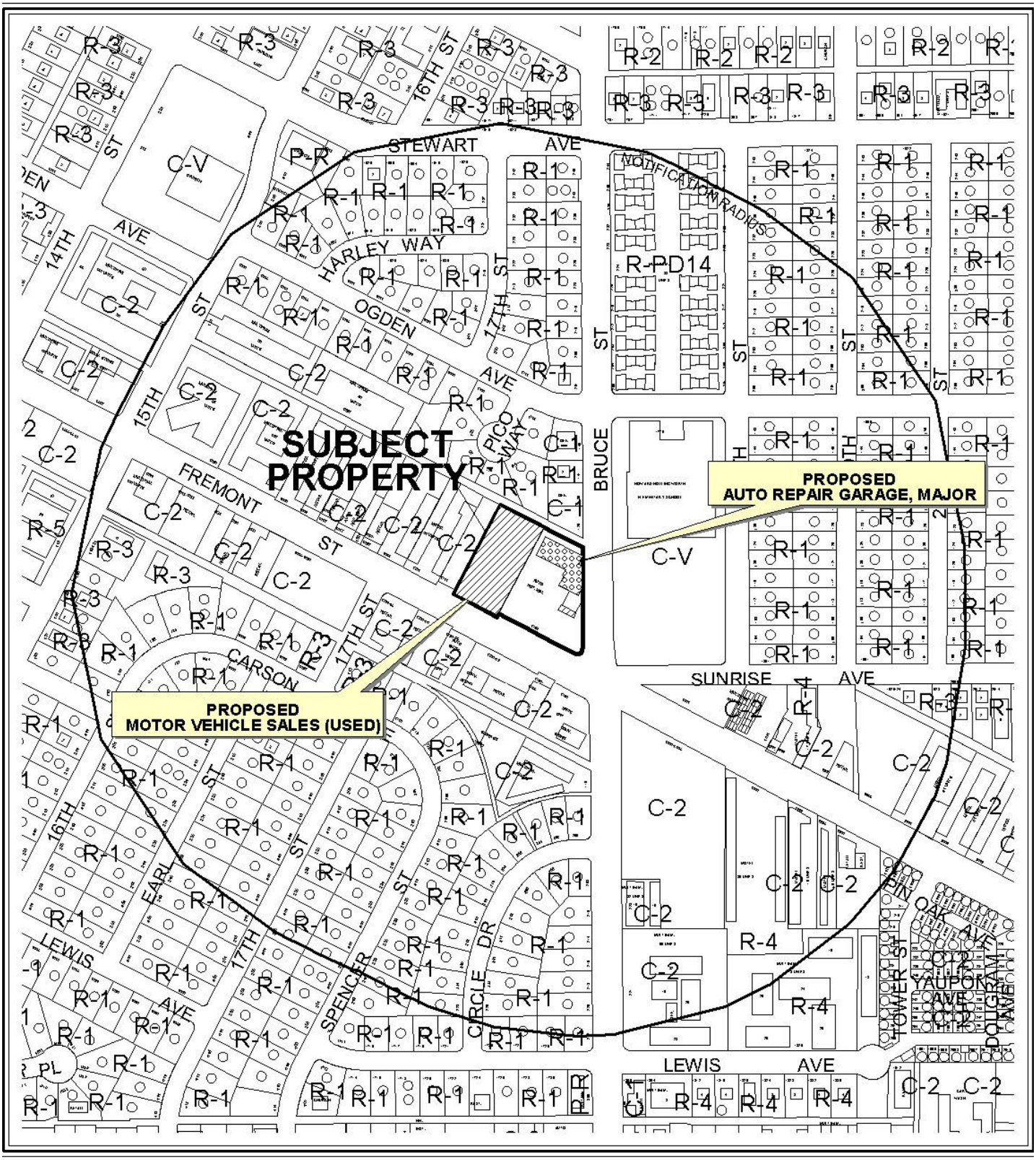
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-42262 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED 15,263 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**2**
City Council Meeting	**9**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - SUP-42262 and SUP-42264
2. Conditions and Staff Report - SUP-42262 and SUP-42264
3. Supporting Documentation
4. Photos - SUP-42262 and SUP-42264
5. Justification Letter - SUP-42262 and SUP-42264
6. Protest Postcards/Letter – SUP-42262 and SUP-42264 – September 7, 2011 City Council Meeting
7. Backup referenced from the August 9, 2011 Planning Commission Meeting Items – SUP-42262 and SUP-42264



0 300 600 Feet

CASE: **SUP-42262 AND SUP-42264**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 300 600 Feet

CASE: **SUP-42262 AND SUP-42264**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BEL AIR RG, LLC, ET AL

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 7, 2011 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN COFFIN

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42262	Staff recommends DENIAL, if approved subject to conditions:	SUP-42264
SUP-42264	Staff recommends DENIAL, if approved subject to conditions:	N/A

**** CONDITIONS ****

SUP-42262 CONDITIONS

Planning

1. There shall be no elevated display of vehicles on the site.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Motor Vehicle Sales (Used) use.

3. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-42264) shall be required.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All development shall be in conformance with the landscape plan date stamped 06/28/11, except as amended by conditions herein.

6. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed prior to the issuance of a business license.

7. All necessary building permits shall be obtained for all unpermitted existing signage within 60 days of final approval, or the signage shall be removed.

8. All razor wire and barbed wire shall be removed within 60 days of final approval.

9. All abandoned signage, signage encroaching into the public rights-of-way, and graffiti shall be removed from the subject sites within 60 days of final approval.

10. Pursuant to Title 19.12.130, a Test Driving Route Plan shall be submitted for approval to the City of Las Vegas Department of Planning prior to the issuance of a business license.

11. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

12. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

13. Submit an Encroachment Agreement for landscaping, if any, in the public right-of-way prior to this issuance of a permit for this wall. The applicant must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

14. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

15. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-42264 CONDITIONS

Planning

1. Hours of operation shall be from 7 am to 6 pm.

2. There shall be no elevated display of vehicles on the site.

3. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Auto Repair Garage, Major use.

4. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-42262) shall be required.

5. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

6. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed prior to the issuance of a business license.

7. The 12 parking spaces dedicated to the storage of disable vehicles shall be screened from Fremont Street to the south and from the alley to the north.

8. All necessary building permits shall be obtained for all unpermitted existing signage within 60 days of final approval, or the signage shall be removed.

9. All razor wire and barbed wire shall be removed within 60 days of final approval.

10. All abandoned signage, signage encroaching into the public rights-of-way, and graffiti shall be removed from the subject sites within 60 days of final approval.

11. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

12. Submit an Encroachment Agreement for landscaping, if any, in the public right-of-way prior to this issuance of a permit for this wall. The applicant must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

13. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

14. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for approval of Special Use Permits for a proposed 15,263 square-foot Motor Vehicle Sales (Used) use and for a proposed 7,572 square-foot Auto Repair Garage, Major use within existing commercial buildings located at 1715 Fremont Street and 1735 Fremont Street. The subject property also contains an existing 1,500 square-foot Auto Repair Garage, Minor at 1735 Fremont Street, Suite #170. The proposed uses are not compatible with each other, or with the existing and approved use, and will negatively impact the surrounding land uses; therefore, staff recommends denial of this request. If these applications are denied, the proposed Motor Vehicle Sales (Used) use and Auto Repair Garage, Major use cannot be conducted at this location, nor can a business license be issued.

ISSUES

- A Motor Vehicle Sales (Used) use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- An Auto Repair Garage, Major use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- A Waiver is required to allow the service bays to face public rights-of-way for approval of a Special Use Permit for an Auto Repair Garage, Major use.
- A Waiver is required to allow vehicles to be parked on the premises for the purposes of offering the vehicles for sale where such is not permitted for an Auto Repair Garage, Major use. Approval of this waiver does not permit Motor Vehicles Sales as an ancillary use to the proposed or existing Auto Repair Garage uses.
- The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/18/82	The Board of Zoning Adjustment approved a request for a Variance (V-0035-82) to allow an automobile repair garage, an auto body shop and a machine shop with more than 2 employees in an existing auto parts store located at 1715 Fremont Street. The Department of Planning staff recommended approval.

11/21/02	The Planning Commission denied a request for a Special Use Permit (SUP-1101) for a Towing Service, with no storage at 1731 Fremont Street. The Department of Planning staff recommended approval.
12/16/10	The Planning Commission accepted the applicant's request to withdraw without prejudice an application for a Special Use Permit (SUP-39886) for an Auto Repair Garage, Major use at 1715 and 1735 Fremont Street.
06/14/11	An application for a Special use Permit (SUP-41024) for an Auto Repair Garage, Major use at 1715 Fremont Street was withdrawn at the applicant's request.
08/09/11	The Planning Commission voted (4-2-1/vq,tm/ts) to recommend APPROVAL (PC Agenda Items # 35 & 36/jg)

Most Recent Change of Ownership	
07/30/07	A deed was recorded for a change in ownership for Assessor's Parcel Numbers (139-35-315-006 and 007)

Related Building Permits/Business Licenses	
C.1947	The commercial building at 1715 Fremont Street was constructed.
C.1963	The commercial building at 1735 Fremont Street was constructed.
12/13/90	A business license (G03-01591) was issued for an Auto Repair Garage, Major at 1731 Fremont Street. The license was marked out of business on 05/04/08.
10/06/93	A building permit (93203892) was issued for fire restoration at 1715 Fremont Street. The permit was finaled on 02/22/94.
05/31/02	A business license (A16-01238) was issued for Auto Sales at 1717 Fremont Street. The license was marked out of business on 06/21/10.
05/26/04	A business license (C41-00072) was issued for a Construction Cleanup Service at 1717 Fremont Street. The license was marked out of business on 04/03/08.
11/29/05	A business license (G02-00740) was issued for an Auto Repair Garage, Minor at 1717 Fremont Street. The license was marked out of business on 03/24/08.
12/08/05	A business license (E03-00471) was issued for a Delivery Service at 1717 Fremont Street. The license was marked out of business on 09/20/10.
11/06/06	A business license (C41-00129) was issued for a Construction Cleanup Service at 1717 Fremont Street. The license was marked out of business on 12/01/09.
10/02/07	A business license (A16-01283) was issued for an Auto Sales at 1715 Fremont Street. The license was marked out of business on 10/06/09.
08/16/07	A business license (G03-01591) was issued for an Auto Repair Garage, Major at 1717 Fremont Street. The license was marked out of business on 02/13/09.
05/07/09	A business license (R05-00634) was issued for a Take-out Restaurant at 1717 Fremont Street. The license was marked out of business on 01/27/10.

05/07/10	A business license (G03-94209) for Body Repair was denied at 1715 Fremont Street, Suite 100. A Special Use Permit is required.
08/04/10	A building permit (169153) was issued for a 1,500 square-foot Non-work Certificate of Occupancy at 1735 Fremont Street, Suite #170. The permit was finaled on 08/13/11.
08/20/10	A business license (G02-00937) was issued for an Auto Repair Garage, Minor at 1735 Fremont Street, Suite #170. The license is presently active.

Pre-Application Meeting	
06/14/11	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • A Waiver is required to allow service bays to face the right-of-way. • A Waiver is required to allow that vehicles may be parked on the premises for the purpose of offering the vehicle for sale in conjunction with an Auto Repair Garage, Major use.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
06/30/11	During a site visit, staff noted two parcels with one tenant for an Auto Repair Garage, Minor. Chain link fencing, razor wire, broken glass, broken windows and graffiti were present on property. Various signs from businesses no longer in operation, and multiple vehicle display units were present and the parking lot was not striped.

Details of Application Request	
Site Area	
Net Acres	1.84

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail and Auto Repair, Minor	C (Commercial)	C-2 (General Commercial)
North	Vacant	MXU (Mixed Use)	C-1 (Limited Commercial)
	Single Family Residential	MXU (Mixed Use)	R-1 (Single Family Residential)

South	General Retail	MXU (Mixed Use)	C-2 (General Commercial)
East	Elementary School	PF (Public Facility)	C-V (Civic)
West	Motel	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (East Village)	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		N
Live/Work Overlay District	X		N
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		N
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Fremont Street	Primary Arterial	Master Plan of Streets and Highways	100	Y
Bruce Street	Secondary Collector	Master Plan of Streets and Highways	80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (Used) (Proposed)	15,263 S.F.	1/500 SF	31				
Auto Repair Garage, Major (Proposed)	7,572 S.F.	5 spaces, plus 1/200 SF	43				

JG

Office (Proposed)	2,219 SF	1/200 SF	11				
Auto Repair Garage, Minor (Existing)	1,537 S.F.	5 spaces, plus 1/200 SF	13				
TOTAL SPACES REQUIRED			98		45		N
Regular and Handicap Spaces Required			94	4	42	3	N
Vehicle Storage					12	N/A	N/A
Parking for display vehicles					20	N/A	N/A

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

Waivers		
Requirement	***Request***	***Staff Recommendation***
Opening in service bays shall not face public rights-of-way.	Opening in service bays face public rights-of-way.	Approval
No vehicle may be parked on the premises for the purpose of offering the vehicle for sale.	To allow vehicles to be parked on the premises for the purpose of offering the vehicle for sale in conjunction with an Auto Repair Garage, Major use	Denial

ANALYSIS

The uses proposed by the applicant are both intense uses that require vehicular display and/or storage in addition to the parking required for customers and staff. Although sites located in the Downtown Centennial Plan area do not have the parking requirements of Title 19 automatically applied, the subject site is substantially deficient in parking, providing only 45 spaces where 98 would normally be required. These parking spaces are independent of the spaces provided for display of vehicles for sale, as well as storage of vehicles to be repaired. In addition, the approval of the Special Use Permit for Motor Vehicle Sales (Used) use would circumvent Minimum Special Use Permit Requirement #7 of the Auto Repair Garage, Major use, which prohibits the display and sale of vehicles at a site used for an Auto Repair Garage, Major use. Staff does not support the requested waiver. If approved, it should be noted that this waiver does not permit Motor Vehicle Sales as an ancillary use to the Auto Repair Garage, but merely allows the display of vehicles for sale on the same property.

A second waiver request to allow service bays to face the public right-of-way can be supported as the buildings already exist.

The applicant is proposing to add landscaping consisting of 24-inch box trees and five-gallon shrubs along Fremont Street and to the interior of the subject site. The landscape plan depicts additional 24-inch box trees along Bruce Street and along a portion of the alley. The proposed landscaping does not meet the requirements of Title 19, but will substantially improve a site that is fully developed. Staff supports the addition of the landscape.

The subject site is located in the Downtown Centennial Plan (East Village), Live/Work Overlay District and the Las Vegas Redevelopment Plan Area. The proposed uses are permitted at the site, but the combination of the proposed and existing uses is too intense and would have a negative impact on the surrounding area. Therefore, staff recommends denial of both requests.

FINDINGS (SUP-42262)

In order to approve a Special Use Permit application, per Title 19.16.110(L) 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 the existing and surrounding land uses, as the proposed Motor Vehicle Sales (Used) use would circumvent a Minimum Special Use Permit Requirement of the Auto Repair Garage, Major use, which prohibits the display and sale of vehicles at a site used for an Auto Repair Garage, Major use.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of land use proposed individually, but is not suitable for the combination of existing and proposed uses.

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 Fremont Street and Bruce Street. These streets are of sufficient size to accommodate the needs of the proposed Motor Vehicle Sales (Used) use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use meets all of the applicable conditions per Title 19.12; however, the request would allow vehicle sales in conjunction with an Auto Repair Garage, Major use, which is a companion Special Use Permit application (SUP-42264). This would circumvent a Minimum Special Use Permit Requirement of that use that prohibits the display and sale of vehicles at an Auto Repair Garage, Major site.

FINDINGS (SUP-42264)

In order to approve a Special Use Permit application, per Title 19.16.110(L) 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 Auto Repair Garage, Major use cannot be conducted in a manner that is harmonious and compatible with the existing surrounding commercial and residential uses, as evidenced by the requested Waivers.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of land use proposed individually, but is not suitable for the combination of existing and proposed uses.

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 Fremont Street and Bruce Street. These streets are of sufficient size to accommodate the needs of the proposed Auto Repair Garage, Major use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use does not meet all Minimum Special Use Permit Requirements pursuant to Title 19.12. Waivers are required to allow service bays to face the right-of-way and to allow vehicles to be parked on the premises for selling purposes where such in not allowed at 1715 Fremont Street and 1735 Fremont Street.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 43

NOTICES MAILED 398 (By City Clerk)

APPROVALS 2

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42262** APN: 139-35-315-006, 007

Name of Property Owner: RAY GOLBARI

Name of Applicant: Bel AIR RG, LLC

Name of Representative: Brown, Brown & Premsrirut, contact: Lora Dresia

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: RAY GOLBARI

Subscribed and sworn before me

This 20th day of June, 2011

_____

Notary Public in and for said County and State California.

RECEIVED
JUN 23 2011
City of Las Vegas

CLAUDIA E. VELASQUEZ
COMM. # 1862571
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES AUG. 30, 2013

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Use Permit -Motor Vehicle Sales (used)

Project Address (Location) NWC Fremont Street at Bruce

Project Name 1715 Fremont Street **Proposed Use**

Assessor's Parcel #(s) 139-35-315-006,007 **Ward #** 3

General Plan: existing Cent proposed **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 11,745 **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information concurrent application for auto repair major 1715 Fremont Street

PROPERTY OWNER Bel Air RG, LLC **Contact** Ray Golbari

Address 1300 W Olympic Blvd #500 **Phone:** (213) 927-2700 **Fax:** (213) 927-5200

City Los Angeles **State** CA **Zip** 90015

APPLICANT Bel Aire RG LLC **Contact** Ray Golbari

Address 1300 W Olympic Blvd #500 **Phone:** (213) 927-2700 **Fax:** (213) 927-5200

City Los Angeles **State** CA **Zip** 90015

REPRESENTATIVE Brown, Brown & Premsrirut **Contact** Lora Dreja

Address 520 South 4th St **Phone:** (702) 384-5563 **Fax:** (702) 385-1023

City Las Vegas **State** NV **Zip** 89101

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RAY GOLBARI

Subscribed and sworn before me

This 20th day of June, 20 11.

Claudia E. Velasquez

Notary Public in and for said County and State California

CLAUDIA E. VELASQUEZ
COMM. # 1862571
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES AUG. 30, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-42262
Meeting Date:	8/9/11
Total Fee:	$1,030
Date Received:*	6/23/11
Received By:	BJS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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JUN 23 2011
City of Las Vegas

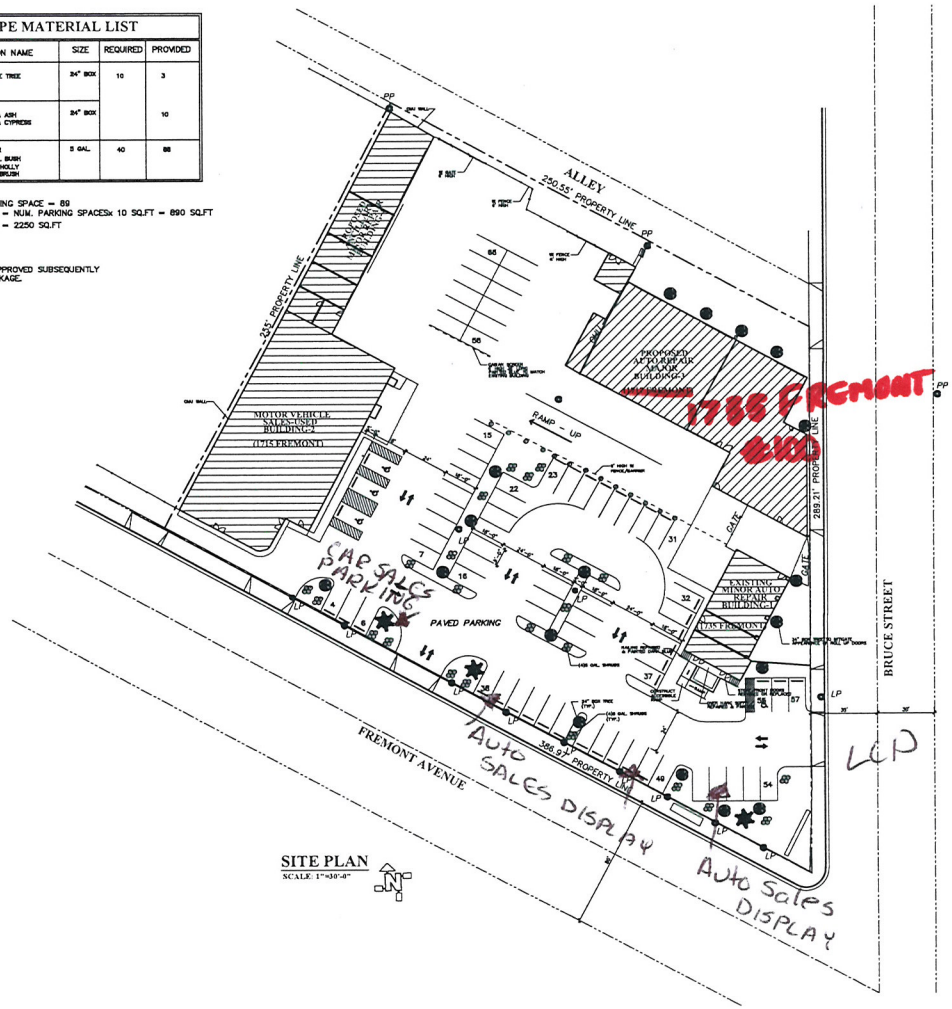
MOTOR VEHICLE SALES-USED & REPAIR SHOPS @ FREMONT AND BRUCE

LANDSCAPE MATERIAL LIST

SYMBOL	COMMON NAME	SIZE	REQUIRED	PROVIDED
	PINE TREE	24" BOX	10	3
	ARIZONA ASH ARIZONA CYPRESS	24" BOX		10
	JUNIPER FLANNEL BUSH DESERT HOLLY BOTTLE BRUSH	5 GAL.	40	88

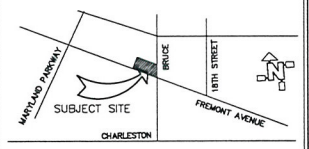
TOTAL NUM. OF PARKING SPACE = 89
AREA OF LANDSCAPE = NUM. PARKING SPACESx 10 SQ.FT = 890 SQ.FT
AREA OF LANDSCAPE = 2250 SQ.FT

NOTE:
1) AWNINGS TO BE APPROVED SUBSEQUENTLY WITH SIGNAGE PACKAGE.



SITE PLAN
SCALE: 1"=30'-0"

VICINITY MAP



SHEET INDEX

ARCHITECTURAL

A0	COVER SHEET & SITE PLAN
A1	BUILDING 1735/ FLOOR PLAN & ELEVATIONS (Bldg.-1)
A2a	BUILDING 1715/ FLOOR PLAN (Bldg.-2)
A2b	BUILDING 1715/ BUILDING ELEVATIONS (Bldg.-2)
A3a	BUILDING 1717/ FLOOR PLAN (Bldg.-3)
A3b	BUILDING 1717/ BUILDING ELEVATIONS (Bldg.-3)
A4	BUILDING 1715/ FLOOR PLAN & ELEVATIONS (Bldg.-4)

PROJECT/PROPERTY INFORMATION:

PROPERTY ADDRESS:
APN# 139-35-315-006 ,007
API

BUILDING -1
MOTOR VEHICLE SALES-USED
BUILDING -2
EXISTING MINOR AUTO REPAIR
BUILDING -3
PROPOSED AUTO REPAIR MAJOR
BUILDING -4
PROPOSED ANCILLARY MINOR REPAIR

Nevada Licensed Contractor. Lic. # 0039261A

Authorized Signature:

Architectural drawings have been signed by a licensed Nevada Contractor as allowed per NRS 3623.330 paragraph 1 (sub paragraph d) and under the provisions of chapter 624 of NRS who provides his own drawings for his own construction activities.

RECEIVED
JUN 28 2011

MOTOR VEHICLES SALES-USED & REPAIR SHOPS @ FREMONT AND BRUCE			
CONTRACTOR: M.O.CONSTRUCTION LLC			
NCL# 71494	TEL (702) 286-5700	DATE 06/21/11	
DRAWING NAME: COVER SHEET & SITE PLAN			
DRAWN BY: RVN	TEL (702) 245-8690	DRAWING NUM. A0	

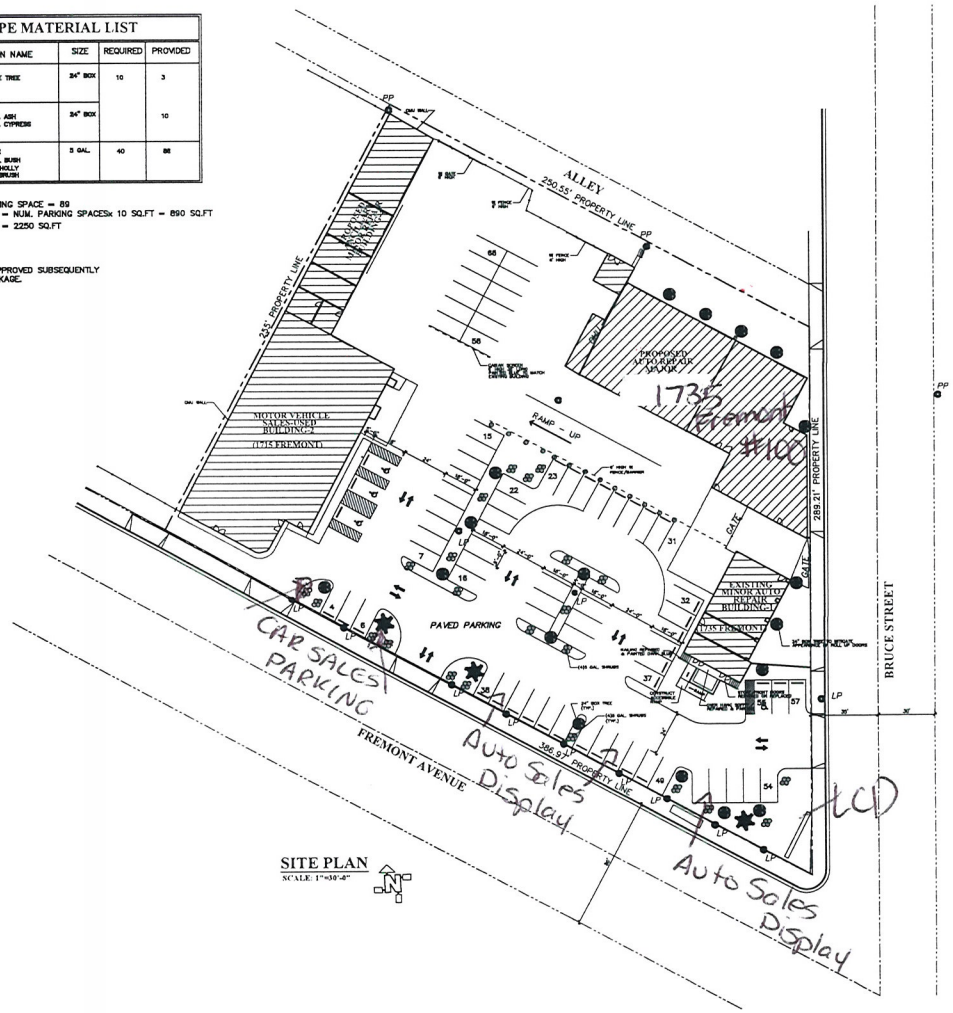
SUP-42262
SUP-42264
REVISED

MOTOR VEHICLE SALES-USED & REPAIR SHOPS @ FREMONT AND BRUCE

LANDSCAPE MATERIAL LIST				
SYMBOL	COMMON NAME	SIZE	REQUIRED	PROVIDED
	PINE TREE	24" BOX	10	3
	ARIZONA ASH ARIZONA CYPRESS	24" BOX		10
	JUNIPER FLANNEL BUSH DESERT HOLLY BOTTLE BRUSH	5 GAL.	40	88

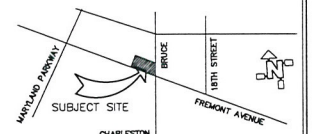
TOTAL NUM. OF PARKING SPACE = 89
AREA OF LANDSCAPE = NUM. PARKING SPACES x 10 SQ.FT = 890 SQ.FT
AREA OF LANDSCAPE = 2250 SQ.FT

NOTE:
1) AWNINGS TO BE APPROVED SUBSEQUENTLY WITH SIGNAGE PACKAGE.



SITE PLAN
SCALE: 1"=30'-0"

VICINITY MAP



PROJECT/PROPERTY INFORMATION:

APN: 139-36-315-006,007

BUILDING -1
MOTOR VEHICLE SALES-USED
BUILDING -2
EXISTING MINOR AUTO REPAIR
BUILDING -3
PROPOSED AUTO REPAIR MAJOR
BUILDING -4
PROPOSED ANCILLARY MINOR REPAIR

RECEIVED
JUN 28 2011

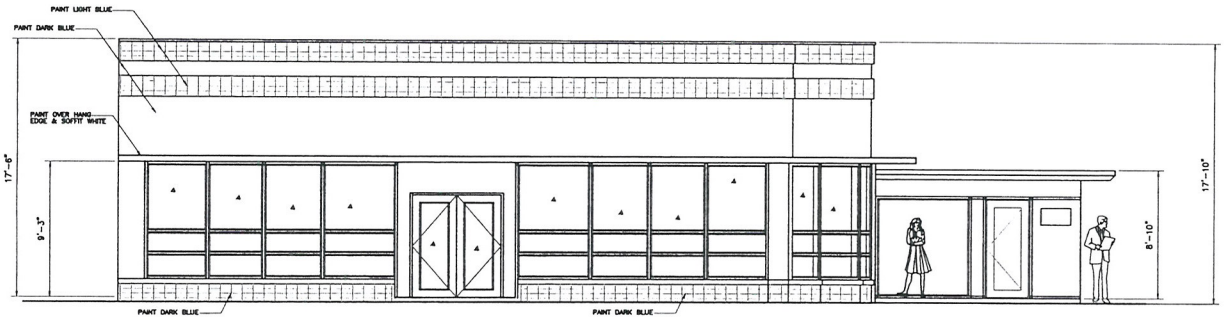
Nevada Licensed Contractor, Lic. # 0039261A

Authorized Signature:

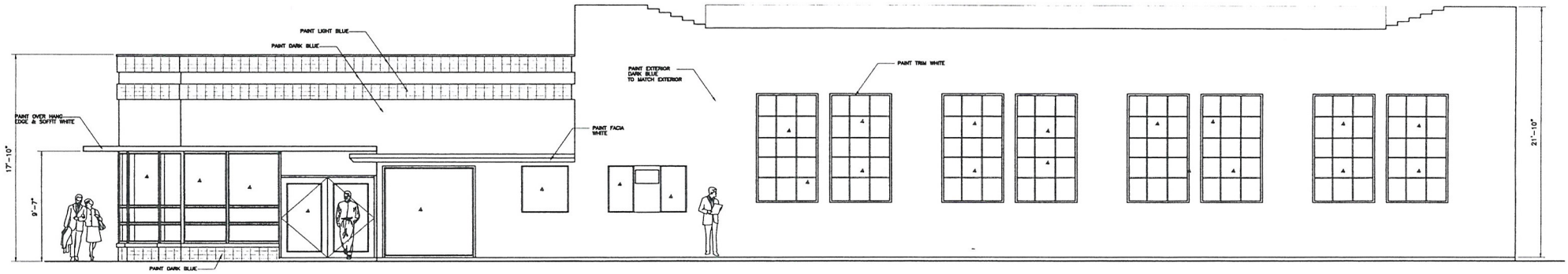
Architectural drawings have been signed by a liccensed Nevada Contractor as allowed per NRS 3623.330 paragraph 1 (sub paragraph d) and under the provisions of chapter 624 of NRS who provides his own drawings for his own construction activities.

MOTOR VEHICLES SALES-USED & REPAIR SHOPS @ FREMONT AND BRUCE			
CONTRACTOR: M.O.CONSTRUCTION LLC			
JOB # 71494	TEL (702) 286-5700	DATE 06/21/11	
DRAWING NAME: LANDSCAPE PLAN			
DRAWN BY: RVN	TEL (702) 245-8690	DRAWING NUM L1	

SUP-42262
SUP-42264
REVISED



SOUTH ELEVATION
SCALE: 1/4"=1'



EAST ELEVATION
SCALE: 1/4"=1'

RECEIVED
JUN 23 2011
City of Las Vegas

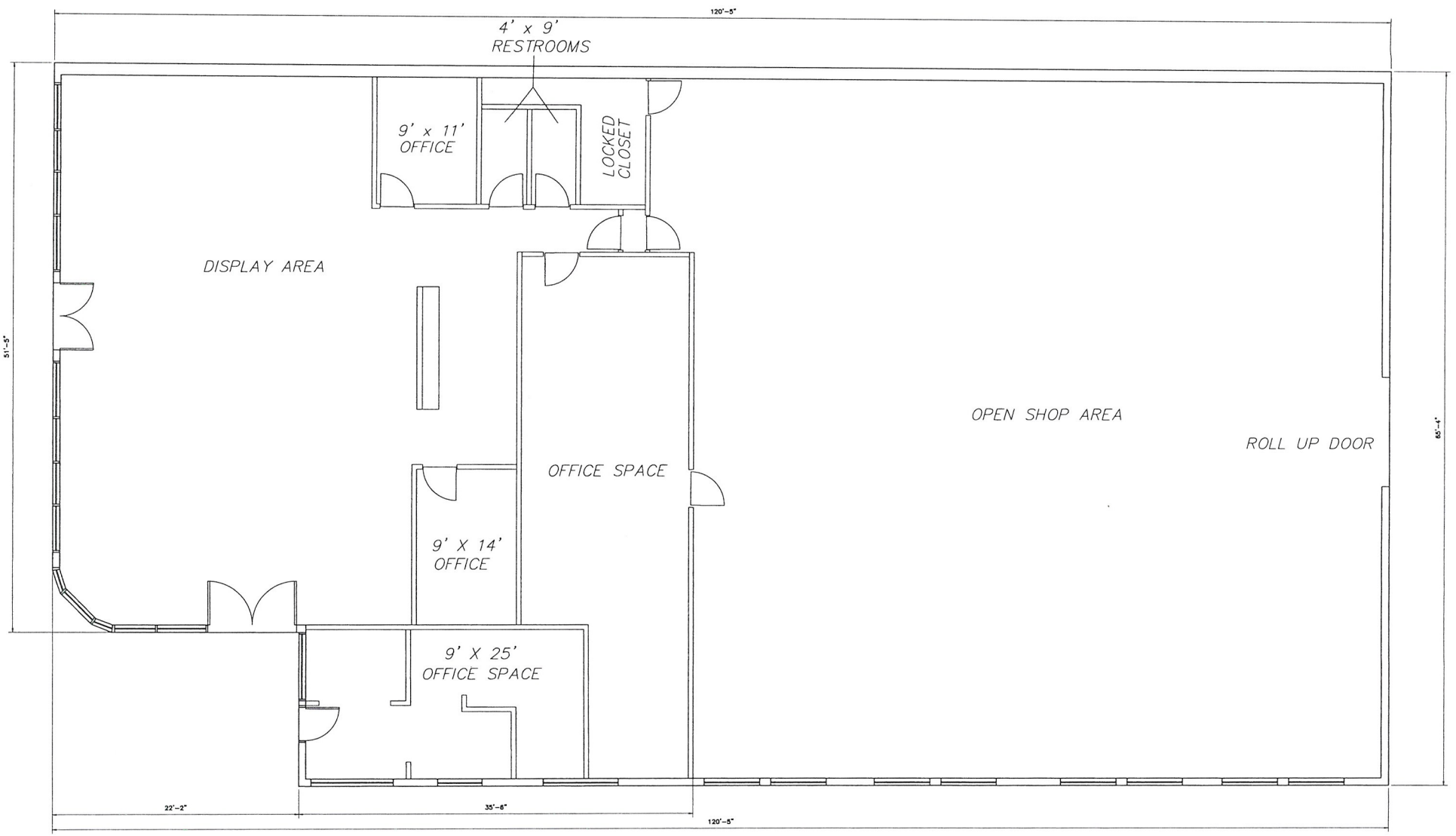
ADDRESS:
MOTOR VEHICLE SALES-USED & REPAIR SHOPS
1715 FREMONT AVENUE
LAS VEGAS NV 89

MOTOR VEHICLE SALES-USED & REPAIR SHOPS @ FREMONT AND BRUCE

CONTRACTOR: M.O.CONSTRUCTION LLC
SCALE: 71494 TEL: (702) 286-5700 DATE: 06/21/11
DRAWING NAME: BUILDING 1715 / ELEVATIONS
DRAWN BY: RVN TEL: (702) 245-8690 DRAWING NUM.: A2b

SUP-42262

SUP-42264



FLOOR PLAN

SCALE: 1/4"=1'

FLOOR AREA AUTO REPAIR SHOP = 7553 SQ.FT
FLOOR AREA AUTO SALES & DISPLAY = 4187 SQ.FT
TOTAL FLOOR AREA = 11,740 SQ.FT

ADDRESS:
MOTOR VEHICLE SALES-USED
& REPAIR SHOPS
1715 FREMONT AVENUE
LAS VEGAS NV 89

MOTOR VEHICLE SALES-USED & REPAIR SHOPS
@ FREMONT AND BRUCE

CONTRACTOR: M.O.CONSTRUCTION LLC

SCALE: 71494 PHONE: (702) 286-5700 DATE: 06/23/11

DRAWING NAME: BUILDING ELEVATIONS

DRAWING NUM.: A2a

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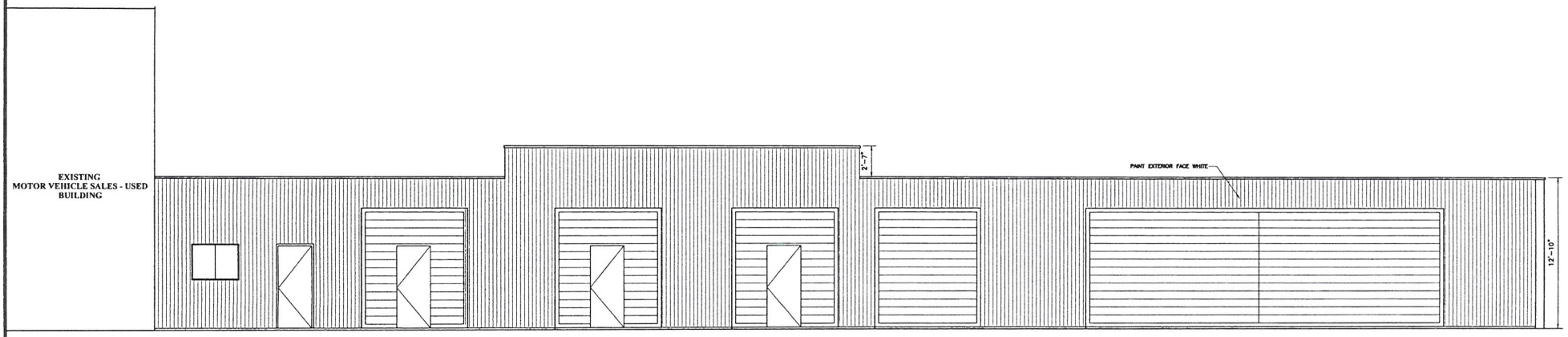
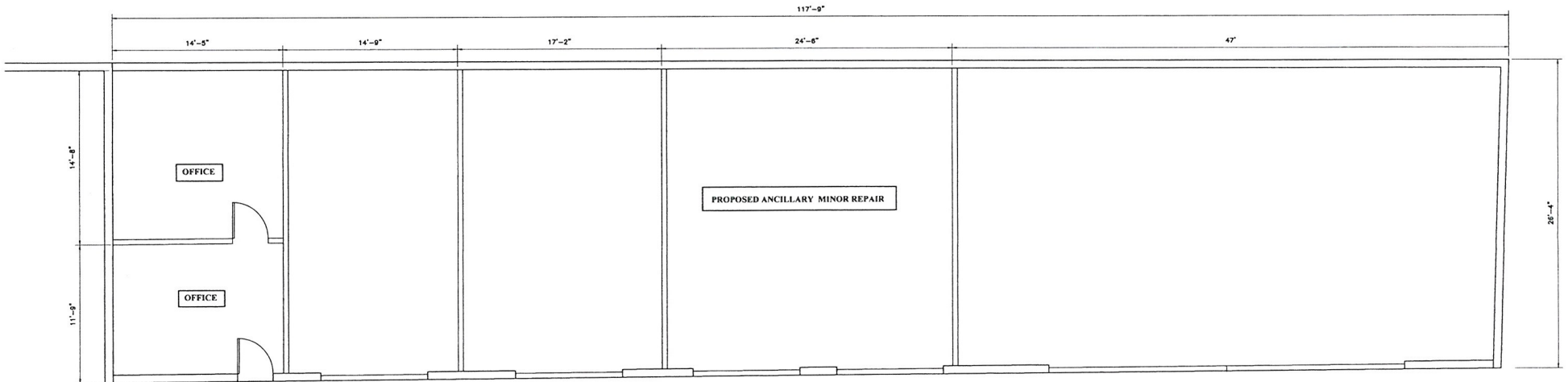
JUN 23 2011
City of Las Vegas

SUP-42262
SUP-42264

Valley Blueprint 06/23/2011



EAST ELEVATION
SCALE: 1/4"=1'



FLOOR PLAN
SCALE: 1/4"=1' (FLOOR AREA =3,137 SQ.FT)

RECEIVED
JUN 23 2011
City of Las Vegas

ADDRESS:
PROPOSED ANCILLARY MINOR REPAIR
1715 FREMONT AVENUE
LAS VEGAS NV 89

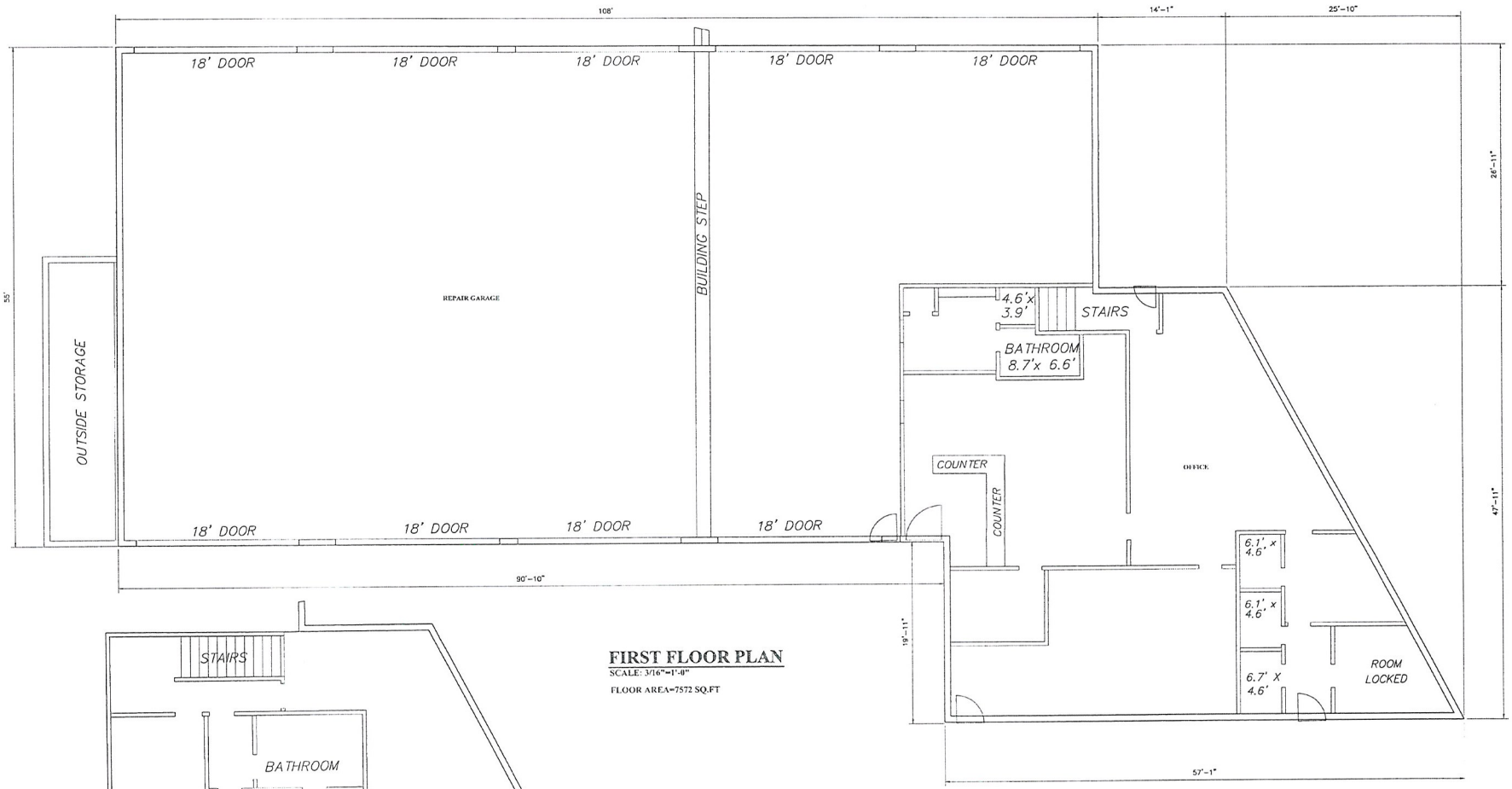
MOTOR VEHICLE SALES-USED & REPAIR SHOPS
@ FREMONT AND BRUCE

CONTRACTOR: M.O.CONSTRUCTION LLC
SCLR: 71494 TEL: (702) 286-5700 DATE: 06/23/11
DRAWING NAME: PROPOSED ANCILLARY MINOR REPAIR
FLOOR PLAN & ELEVATION
DRAWN BY: RVN TEL: (702) 227-6382 DRAWING NUM.: A4

SUP-42262

SUP-42264

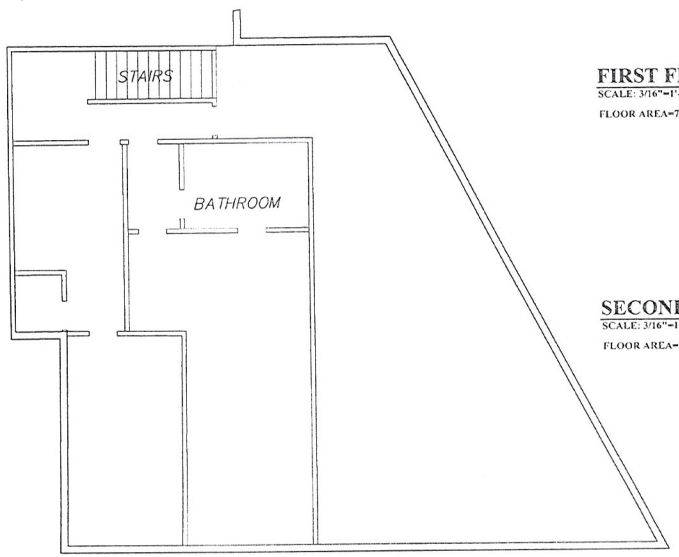
Valley Blueprint 06/23/2011



FIRST FLOOR PLAN

SCALE: 3/16"=1'-0"

FLOOR AREA=7572 SQ.FT



SECOND FLOOR PLAN

SCALE: 3/16"=1'-0"

FLOOR AREA=2219 SQ.FT

JUN 28 2011

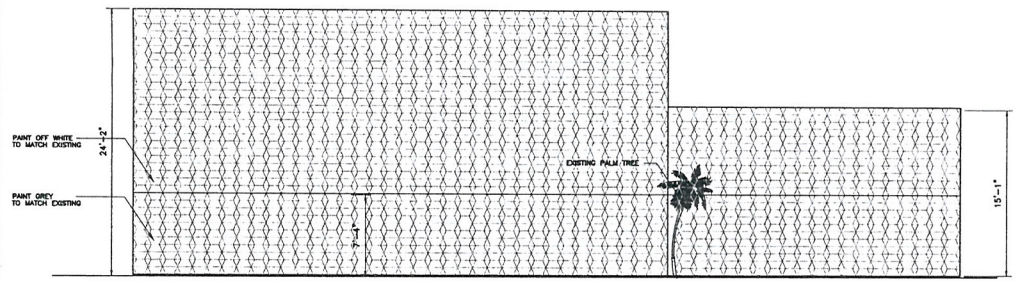
ADDRESS:
PROPOSED AUTO REPAIR MAJOR
1735 FREMONT AVENUE #100
LAS VEGAS NV 89

SUP-42262

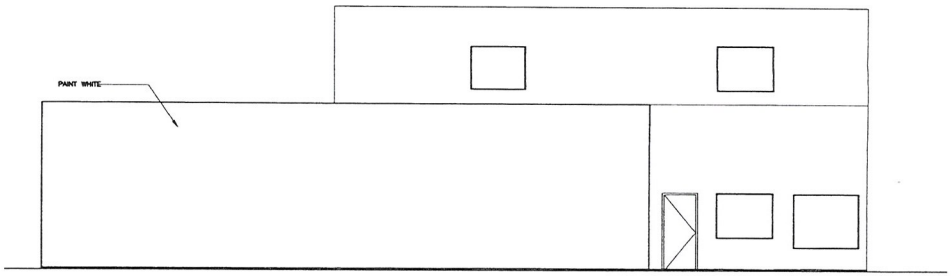
SUP-42264

REVISED

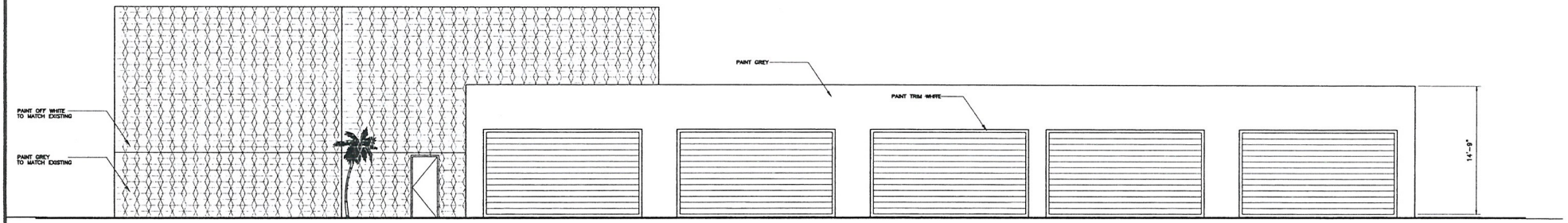
MOTOR VEHICLE SALES-USED & REPAIR SHOPS @ FREMONT AND BRUCE			
CONTRACTOR: M.O.CONSTRUCTION LLC			
SCALE: 71494	TEL: (702) 286-5700	DATE: 06/21/11	
DRAWING NAME: BUILDING FLOOR PLAN			SUP-42262
DRAWN BY: RVN	TEL: (702) 245-8690		SUP-42264



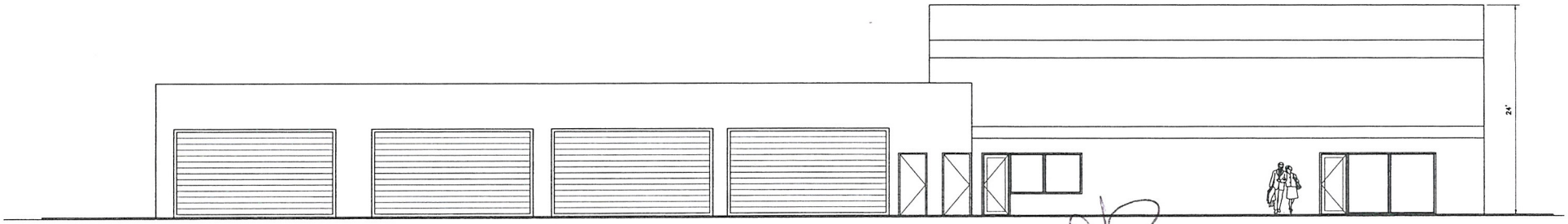
EAST ELEVATION
SCALE: 3/16"=1'-0"



WEST ELEVATION
SCALE: 3/16"=1'-0"



NORTH ELEVATION
SCALE: 3/16"=1'-0"



SOUTH ELEVATION
SCALE: 3/16"=1'-0"

RECEIVED
JUN 23 2011
City of Las Vegas

1735

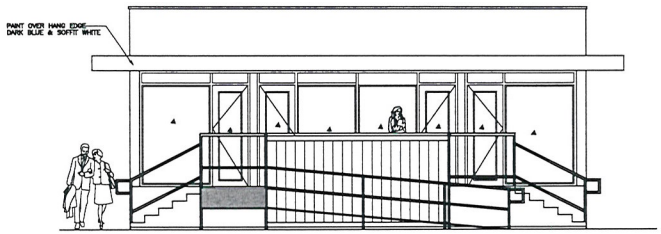
ADDRESS:
PROPOSED AUTO REPAIR MAJOR
[redacted] FREMONT AVENUE
LAS VEGAS NV 89

MOTOR VEHICLE SALES-USED & REPAIR SHOPS
@ FREMONT AND BRUCE

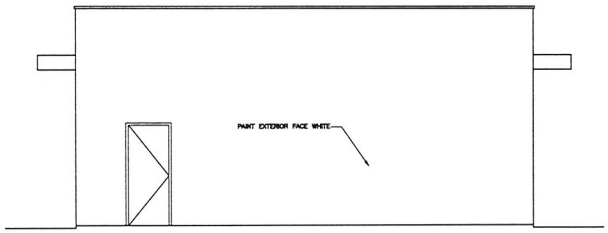
CONTRACTOR: M.O.CONSTRUCTION LLC			
HCLE: 71494	TEL: (702) 286-5700	DATE: 06/21/11	
[redacted] BUILDING [redacted] / ELEVATIONS			
[redacted] RVN	TEL: (702) 245-8690	DRAWING NUM.: A3b	

SUP-42262
SUP-42264

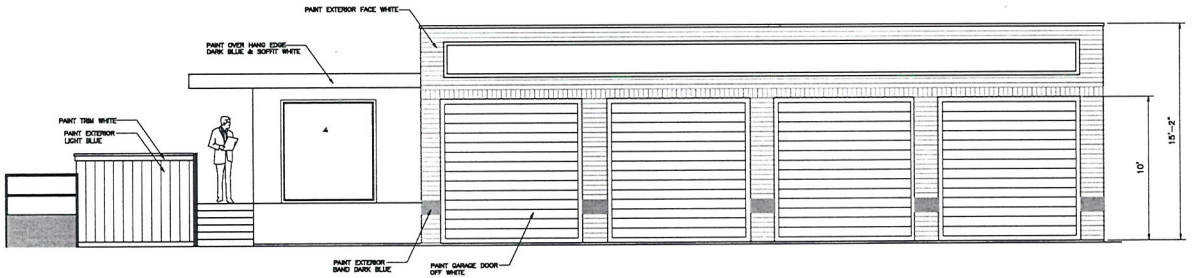
Valley Blueprint 06/23/2011



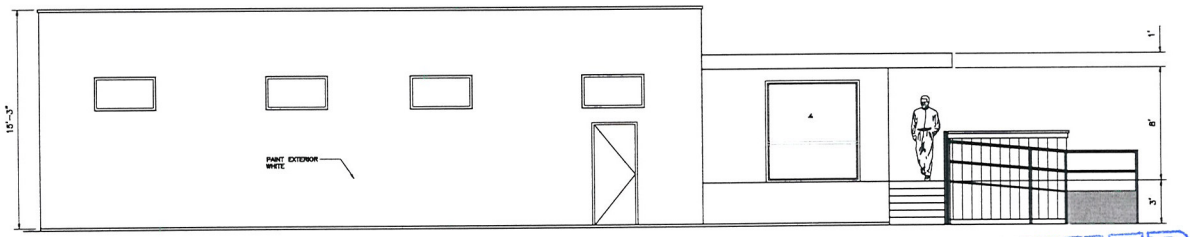
SOUTH ELEVATION
SCALE: 1/4"=1'



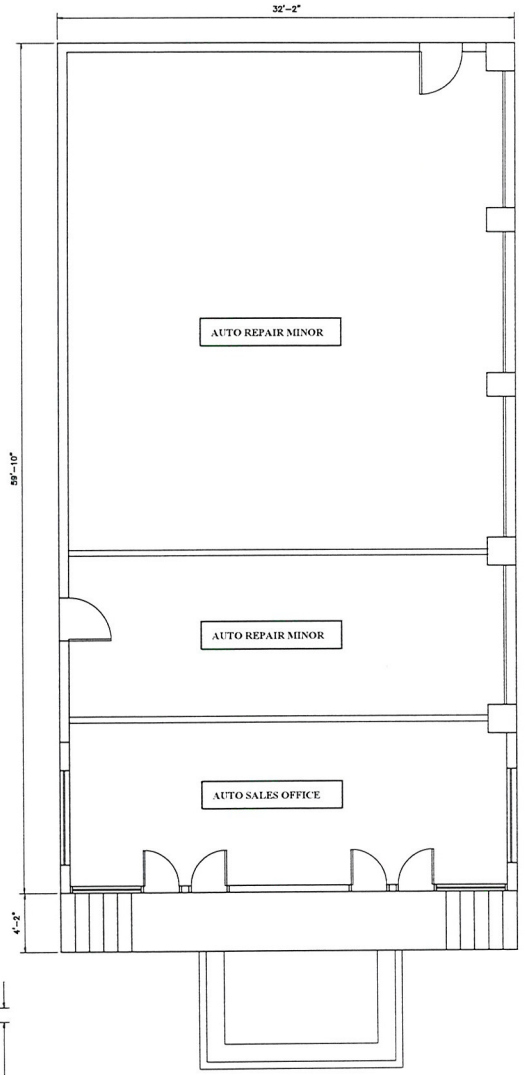
NORTH ELEVATION
SCALE: 1/4"=1'



EAST ELEVATION
SCALE: 1/4"=1'



WEST ELEVATION
SCALE: 1/4"=1'



FLOOR PLAN
SCALE: 1/4"=1'

FLOOR AREA AUTO REPAIR SHOP = 1537 SQ.FT
FLOOR AREA AUTO SALES = 386 SQ.FT
TOTAL FLOOR AREA = 1923 SQ.FT

ADDRESS:
AUTO REPAIR SHOP MINOR
1735 FREMONT AVENUE
LAS VEGAS NV 89

MOTOR VEHICLE SALES-USED & REPAIR SHOPS
@ FREMONT AND BRUCE

CONTRACTOR: M.O.CONSTRUCTION LLC

PCL#: 71494 | TEL: (702) 286-5700 | DATE: 06/21/11

DRAWING NAME: BUILDING 1735/ FLOOR PLAN & ELEVATIONS

DRAWN BY: RVN | TEL: (702) 227-4382 | DRAWING NUM: A1

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JUN 28 2011

SUP-42262
SUP-42264
REVISED

SUP-42262 & SUP-42264 – APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11

SUP-42262 & SUP-42264 – APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
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SUP-42262 & SUP-42264 – APPLICANT/OWNER: BEL AIR RG, LLC, ET AL
1715 & 1735 FREMONT STREET

06/30/11

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

July 5, 2011

City of Las Vegas Planning and Zoning
333 North Rancho Drive
Las Vegas, Nevada 89106

Revised: SUP-42262 and SUP-42264Special Use Permit Auto Repair (major) and Motor Vehicle Sales (used) on site located at 1735 and 1715 Fremont Street

Dear Sir/Madam;

Please consider concurrent requests for use permits for on parcels 139-35-315-006 and 007. The combined parcels total 1.87 acres located at the north west corner of Fremont Street at Bruce Street. These two parcels with three buildings functioned as a singled destination for auto related businesses. Currently one of the three on-site buildings operates as a minor auto repair facility. Approval of this request will enable the revival of a cohesive site with shared parking and shared entrances. Following approval of these permits the parcels will be merged. The internal fencing that bifurcates the site will be removed to facilitate internal circulation.

Since the previous businesses began operations on the site, the adoption of the Downtown Centennial Plan has implemented new design standards on the site. The applicant has redesigned the on-site parking to accommodate parking lot landscaping, reserved room for large trees within the site and will replace chain link perimeter fencing with fencing allowable by Title 19. Decorative shrubs and trash bins will be placed along the street-side fencing. Internally, an iron fence separating the parking area to a sub-grade ramp will replace the existing chain link fence. This renovation will mitigate the appearance of the service bays that face Fremont Street. Trash bins will also be screened from public streets.

The applicant wishes to defer any major changes to landscaping and fencing along Fremont Street until the roadway expansion and any needed RTC dedications are underway. Also, the applicant wishes to have one year to from the time of occupancy to install the internal landscaping.

Minor changes will be made to the buildings and site to update the appearance and conform to the Centennial Plan. At this time, the proposed changes include, removing weathered canopies, replacing perimeter fencing with block wall and gate, replacing internal chain link fence with three foot wrought iron fencing adjacent to the downward ramp and replacing worn step rails. Tenants will submit designs for canopies over the bay doors as part of a subsequent master sign submittal. If possible, these canopies will screen the HVAC equipment. All temporary structures not in compliance with code will be removed.

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SUP-42262
SUP-42264
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LAW OFFICE
Brown, Brown & Premsrirut
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The anticipated uses include auto repair (major), auto repair (minor) and motor vehicle sales (used). Standard title 19 guidelines require 92 on-site spaces for the combined uses in addition to those needed to accommodate car sales. As this site is in the East Village District, Title 19 standards do not apply. Once landscaping is designed into this site, 57 spaces are available for parking. 12 additional spaces located in the rear portion of the site will be allocated to storage of disabled vehicles. This parking aisle will be screened by 6' gabions painted blue to match the auto sales building. The motor vehicle sales will have priority for the 19 streetside spaces.

At this time the following use permits are requested:

Motor Vehicle Sales (used): This use is requested 1715 Fremont Street. The building meets the Special Use requirements listed in Title 19 in that 1) a minimum 25,000 square feet is designated to this use (11,740 indoor). 2) No outside address system is proposed 3) While outdoor lighting is shared with the companion parcel it does not affect neighboring property owners 4) The property has sufficient indoor area to house automotive parts. 5) The automobile service bay doors are setback from the show-room building restricting visibility from Fremont Street. The service bays are not visible from Bruce Street due to the placement of a building on the companion parcel.

Auto Repair Garage, Major: The northernmost building (1735 Fremont suite 100) is proposed for major auto repair. This building was chosen because it is set back furthest from the right of way and has service bays that are oriented away from residential, schools or third party businesses. Any noise generated by this use is cushioned by the companion buildings. Major auto repair on this site can meet minimum special use requirements with the exception of:

1) **Waiver:** The opening of the service bays face public right-of-way. This building was constructed prior to this provision in code. The visual impact of these bays is somewhat alleviated by the 180 setback from the curb and the location of the entry which is approximately five feet below grade. The ramp leading to the entry mandates a safety fence which will be decorated with plant material.
2) **Waiver:** Vehicles parked on premises for the purpose of sale. As previously mentioned this building was designed as a companion to two other buildings. With the concurrent proposal for used auto sales in a separate on-site building, the two buildings will have shared access and shared parking. Following a parcel merger all three businesses will be located on the same property. Thus, this requirement cannot be met. The land lord will allocate streetside parking spaces to the auto sales business per a rental agreement. It is important to note that the auto-sales operation is a different business entity than the auto repair. The auto repair business will not park cars on this lot for the purposes of auto sales.

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SUP-42262
SUP-42264
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Please phone me at 598-1408 if you have considerations or suggestions.

Very truly yours,

Lora Dreja
Land Entitlements
Law Offices of Jay Brown

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JUL 06 2011

SUP-42262
SUP-42264
REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

CITY CLERK

2011 AUG 30 P 12:54

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42262 & SUP-42264
City Council Meeting of 9/7/2011

HUERTA RAE ANN & RAMIRO
219 SPENCER ST
LAS VEGAS NV 89101-5236

APN#13935413064

30 FRDFM11 89101

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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I do not want the noise from an auto body shop coming through my backyard! Also, Fremont Street is under a beautification process. Why ugly it up with a used car lot?

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.

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2011 AUG 30 P 12:54

CITY CLERK

SUP-42262 & SUP-42264
City Council Meeting of 9/7/2011

HANEY-KING HEATHER
KING KEVIN
201 SPENCER ST
LAS VEGAS NV 89101-5236

APN#13935413059

30 FRDFM11 89101

9 24

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-42262 & SUP-42264
City Council Meeting of 9/7/2011

Betty Morton

REBER BETTY
211 SPENCER ST
LAS VEGAS NV 89101-5236

APN#13935413062

30 PROFILE 89101

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SUP-42262 & SUP-42264
City Council Meeting of 9/7/2011

Dave Allington

ALLINGTON DAVID C & SOPIT
204 SPENCER ST
LAS VEGAS NV 89101-5237

APN#13935413139

30 PROFILE 89101

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400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-42262 & SUP-42264
City Council Meeting of 9/7/2011

MURPHY MACHIKO
218 SPENCER ST
LAS VEGAS NV 89101-5237

APN#13935413136

90 FRDFN11 89101

92, 93/3

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-42262 & SUP-42264
City Council Meeting of 9/7/2011

LEONARD HARRY V JR & HELEN I
137 N 19TH ST
LAS VEGAS NV 89101-4402

APN#13935711036

Please be advised, this is my third response to this ridiculous application - with the elementary school right across the street and the already traffic conditions with the school students & parents and this small area for a garage, parked cars - I am sure there are other areas available for this type of business - if it is not allowed why approve it now?

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42262 & SUP-42264
City Council Meeting of 9/7/2011

LEONARD RICHARD LEE
MCDONALD KAREN KAE
137 N 19TH ST
LAS VEGAS NV 89101-4402

APN#13935711070

This area is already to congested with traffic from the school and the intersection of Bruce & Fremont (add) pedestrian traffic adds to the congestion

FROM :micmaa2K FAX NO. :7027321936 Sep. 06 2011 10:53AM P2

09/06/2011 TUE 09:55 [TX/RX NO 5182] 002

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2011 SEP -6 A 10:55

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42262 & SUP-42264

City Council Meeting of 9/7/2011

FLORES MICHAEL R & GAIL
3183 BEL AIR DR
LAS VEGAS NV 89109-1592

APN#13935811001

23 FROFH11 89109

Sept. 7, 2011

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2011 SEP -6 A 10:54

To: City Council Members

From: Michael & Gail Flores

1841 Fremont Street

Las Vegas, NV 89101

702.526.9237

Re: SUP-42262 & SUP-42264

Dear Council Members;

We strongly oppose this project which will be located adjacent to our property. We have a multi-family building on the adjacent lot and feel this type of business will adversely affect our property and our tenants. The noise and traffic that will be generated from a car lot and garage will infringe upon the quiet enjoyment that our tenant s now have.

We ask that you deny this application.

Thank You

Gail M Flores

Michael & Gail Flores

92-93

09/06/2011 TUE 09:55 [TX/RX NO 5182] ☑001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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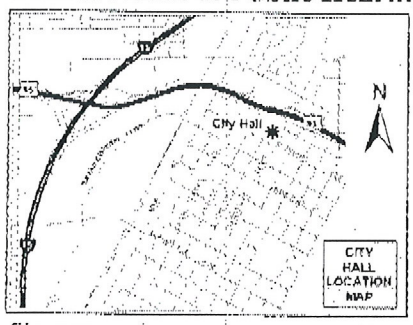

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact 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-42262 & SUP-42264

Planning Commission Meeting of 8/9/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42262
13935314005
VASCONCELLOS PRISCILLA A
P O BOX 1658
LAS VEGAS NV 89125-1658 89125-1658

21 FRDFM11 89125

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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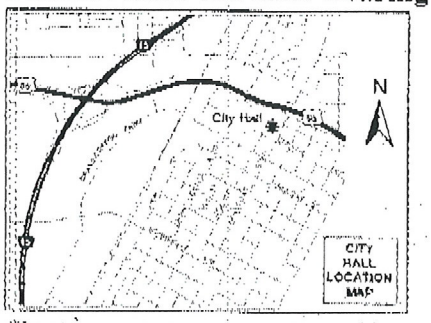

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SUP-42262 & SUP-42264

Planning Commission Meeting of 8/9/2011

RECEIVED
AUG - 1 2011

Case: SUP-42262
13935314004
VASCONCELLOS PRISCILLA
P O BOX 1658
LAS VEGAS NV 89125-1658 89125-1658

35-36
2P

21 FRDFM11 89125

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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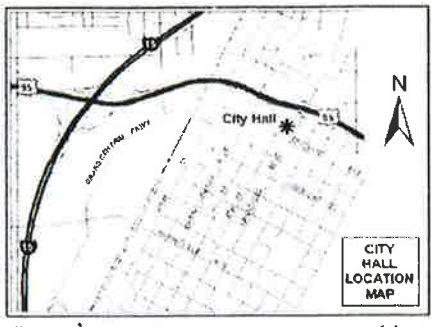

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42262 & SUP-42264

Planning Commission Meeting of 8/9/2011

What are you thinking – this type of business near an elementary school! For a repair shop & parked vehicles in this small area & location!

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42262
13935711070
LEONARD RICHARD LEE
MCDONALD KAREN KAE
137 N 19TH ST
LAS VEGAS NV 89101-4402 89101-4402

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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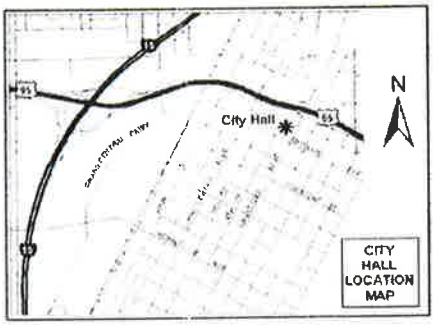
Return Service Requested
Official Notice of Public Hearing



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-42262 & SUP-42264

Planning Commission Meeting of 8/9/2011

I am against putting this business at this location as there is an elementary school right across the street, a hotel behind the area proposed, a house at 18th & Sunrise – this not an appropriate area this close to an elementary school!!!

Case: SUP-42262
13935711036
LEONARD HARRY V JR & HELEN I
137 N 19TH ST
LAS VEGAS NV 89101-4402 89101-4402

RECEIVED
AUG - 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

30 FROFHIL 89101

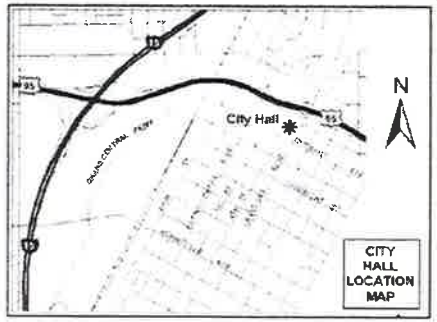
35-36 2P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 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.

SUP-42262 & SUP-42264

Planning Commission Meeting of 8/9/2011

RECEIVED
AUG - 3 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

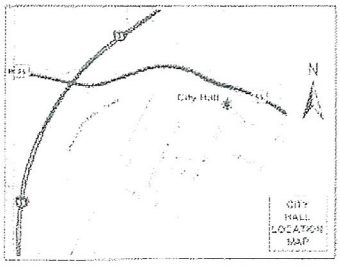
Case: SUP-42262
13935413059
HANEY-KING HEATHER
KING KEVIN
201 SPENCER ST
LAS VEGAS NV 89101-5236 89101-5236

30 FRDFN11 89101

35-36P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42262 & SUP-42264

Planning Commission Meeting of 8/9/2011

Case SUP-42262
13935312056
MESSINA GIOVANNI
318 NAPA CT
FULLERTON CA 92833-3262 92833-3262

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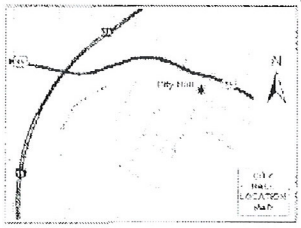
AUG - 1 2011

35-36 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42262 & SUP-42264

Planning Commission Meeting of 8/9/2011

Case: SUP-42262

13933312056
MESSINA GIOVANNI
318 NAPA CT
FULLERTON CA 92833-3262 92833-3262

RECEIVED

AUG - 1 2011

35-36
A

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
SUP-42264 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-42262 - PUBLIC HEARING - APPLICANT/OWNER: BEL AIR RG, LLC, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,572 SQUARE-FOOT AUTO REPAIR GARAGE, MAJOR WITH WAIVERS TO ALLOW SERVICE BAYS TO FACE THE RIGHT-OF-WAY AND TO ALLOW VEHICLES TO BE PARKED ON THE PREMISES FOR THE PURPOSE OF OFFERING THE VEHICLES FOR SALE WHERE SUCH IS NOT ALLOWED at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42264** APN: 139-35-315-006, 007

Name of Property Owner: RAY GOLBARI

Name of Applicant: Bel AIR RG, LLC

Name of Representative: Brown, Brown & Premsrirut, contact: Lord Dreyfa

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: RAY GOLBARI

Subscribed and sworn before me

This 20th day of June, 2011

_____

Notary Public in and for said County and State California.

RECEIVED
JUN 23 2011
City of Las Vegas

CLAUDIA E. VELASQUEZ
COMM. # 1862571
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES AUG. 30, 2013

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Use Permit - Auto Repair, Major - waiver to allow service bays to ROW

Project Address (Location) NWC Fremont Street at Bruce

Project Name 1735 Fremont Street #100 LLC. **Proposed Use**

Assessor's Parcel #(s) 139-35-315-006,007 **Ward #** 3

General Plan: existing Cent proposed **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 7572 **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information concurrent application with auto sales 1715 Fremont Street

PROPERTY OWNER Bel Air RG, LLC **Contact** Ray Golbari
Address 1300 W Olympic Blvd #500 **Phone:** (213) 927-2700 **Fax:** (213) 927-5200
City Los Angeles **State** CA **Zip** 90015

APPLICANT Bel Aire RG LLC **Contact** Ray Golbari
Address 1300 W Olympic Blvd #500 **Phone:** (213) 927-2700 **Fax:** (213) 927-5200
City Los Angeles **State** CA **Zip** 90015

REPRESENTATIVE Brown, Brown & Premsrirut **Contact** Lora Dreja
Address 520 South 4th St **Phone:** (702) 384-5563 **Fax:** (702) 385-1023
City Las Vegas **State** NV **Zip** 89101

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RAY GOLBARI

Subscribed and sworn before me

This 20th day of June, 20 11.

[signature]

Notary Public in and for said County and State California

CLAUDIA E. VELASQUEZ
COMM. # 1862571
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES AUG. 30, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-42264
Meeting Date:	8/9/11
Total Fee:	$1,030
Date Received:*	6/23/11
Received By:	BS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
JUN 23 2011
City of Las Vegas

Revised 04/26/05

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

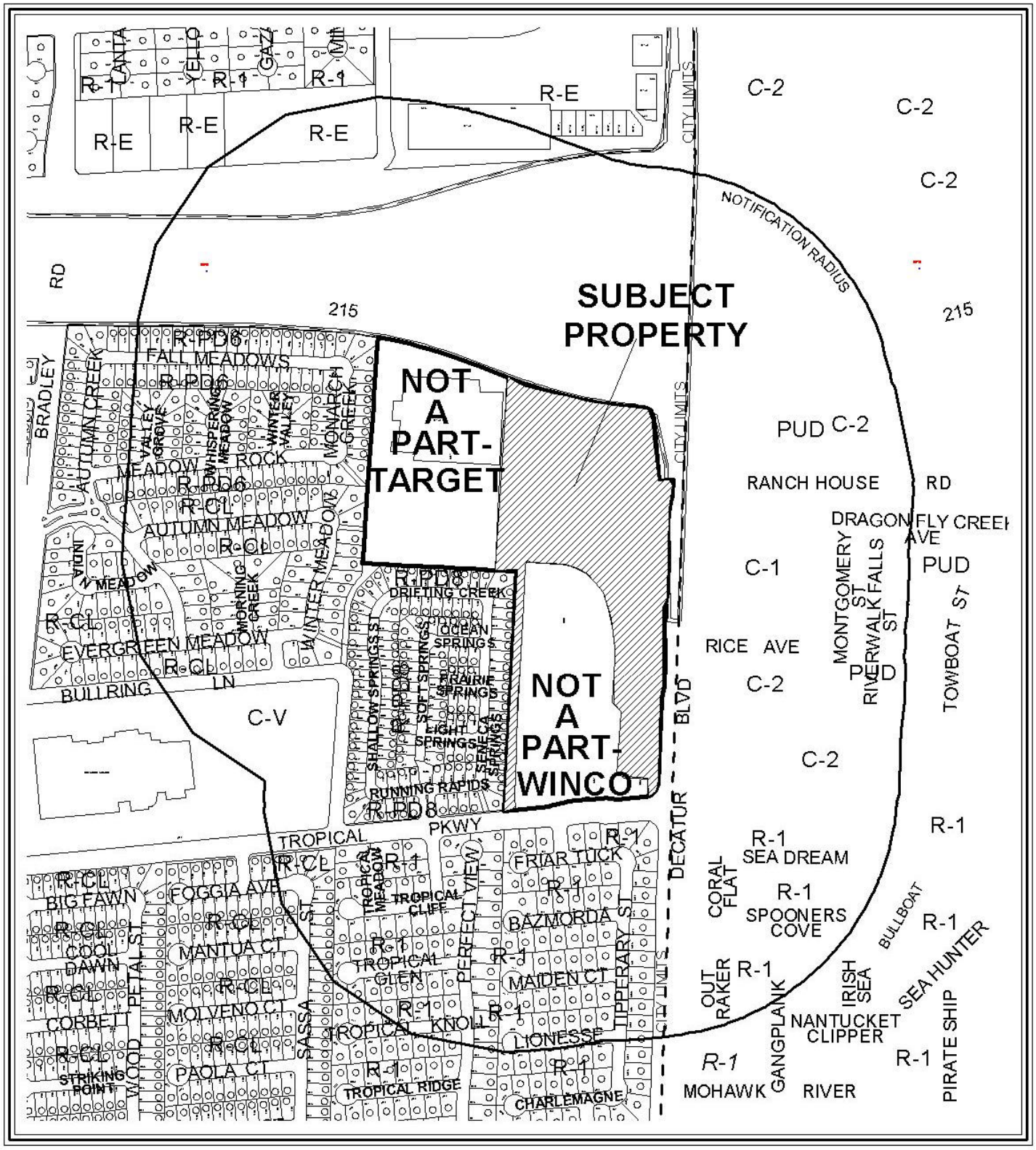
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41851 – ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WEINGARTEN REALTY INVESTORS - OWNER: DECATUR 215, LLC – For possible action on a 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	**12**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Request for Abeyance – Submitted by Applicant
4. Supporting Documentation
5. City Council Approval Letter for SDR-22582
6. Planning Commission Approval Letter for SDR-40223
7. Justification Letter
8. Protest Postcards – July 6, 2011 City Council Meeting



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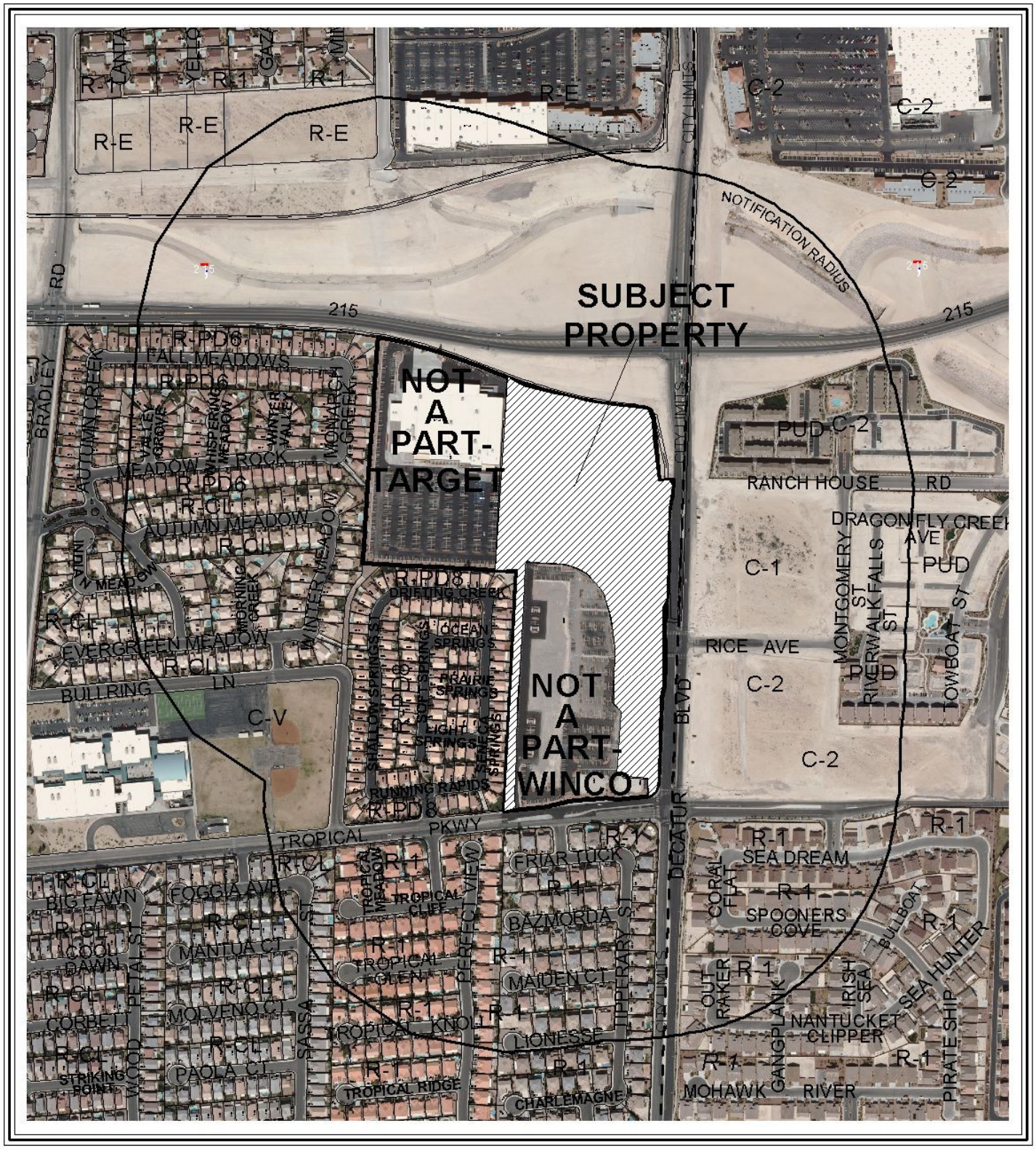
CASE: **ROC-41851**

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: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WEINGARTEN REALTY INVESTORS - OWNER: DECATUR 215, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 7, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** 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).
07/06/11	The City Council voted (7-0) to hold this item in abeyance to the August 3, 2011 City Council meeting.
08/03/11	The City Council voted (7-0) to hold this item in abeyance to the September 7, 2011 City Council meeting.

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 12

From: Doug Rankin
To: Agenda Items; Carman Burney
Cc: Flinn Fagg; Deborah Sullivan; Steve Gebeke
Subject: ROC-41851 request for abeyance
Date: Monday, August 22, 2011 8:37:52 AM

Please note the request below.

Please note that starting Monday, January 24th the Planning & Development Department will have moved to our new location at 333 N. Rancho Drive (at Bonanza Rd.). We appreciate your patience as we relocate our offices.

Doug Rankin, AICP
Planning Manager
City of Las Vegas
229-5408

From: Lance Sherwood [mailto:LSherwood@Weingarten.com]
Sent: Thursday, August 18, 2011 8:13 AM
To: Doug Rankin
Cc: Michelle Thackston
Subject: RE: Decatur 215 - 24 Hour Security Neighborhood Meeting

Doug:

Weingarten formally requests that the ROC for 24 –hour security at Decatur 215 be held over to the September 21st City Council Meeting.

Thanks for your help.

Sincerely,

Lance

Lance L. Sherwood, LEED® AP BD+C
Senior Development Manager

WEINGARTEN REALTY
4440 North 36th Street, Suite 200 | Phoenix, AZ 85018
602.217.8863 O | 602.513.0278 C | 602.263.8852 F
People-to-People. Coast-to-Coast.

From: Doug Rankin [mailto:drankin@LasVegasNevada.GOV]
Sent: Thursday, August 18, 2011 7:12 AM
To: Lance Sherwood
Cc: Michelle Thackston
Subject: RE: Decatur 215 - 24 Hour Security Neighborhood Meeting

If you could provide me a formal request to hold the item to the September 21st City Council Meeting, I will ensure it is forward to the Clerk's Office so that the City Council may act upon it.

Please note that starting Monday, January 24th the Planning & Development Department will have moved to our new location at 333 N. Rancho Drive (at Bonanza Rd.). We appreciate your patience as we relocate our offices.

Doug Rankin, AICP
Planning Manager
City of Las Vegas
229-5408

From: Lance Sherwood [mailto:LSherwood@Weingarten.com]
Sent: Wednesday, August 17, 2011 4:50 PM
To: Doug Rankin
Cc: Michelle Thackston
Subject: RE: Decatur 215 - 24 Hour Security Neighborhood Meeting

Doug:

Can we push council to late September? I am going to be traveling quite a bit in the near future. My schedule should clear up by then.

Thanks,

Lance

Lance L. Sherwood, LEED® AP BD+C
Senior Development Manager

WEINGARTEN REALTY
4440 North 36th Street, Suite 200 | Phoenix, AZ 85018
602.217.8863 O | 602.513.0278 C | 602.263.8852 F
People-to-People. Coast-to-Coast.

From: Doug Rankin [mailto:drankin@LasVegasNevada.GOV]
Sent: Monday, August 15, 2011 4:13 PM
To: Lance Sherwood
Subject: RE: Decatur 215 - 24 Hour Security Neighborhood Meeting

Reminder we need 15 days prior to the neighborhood meeting date to get notice out. Thanks.

Please note that starting Monday, January 24th the Planning & Development Department will have moved to our new location at 333 N. Rancho Drive (at Bonanza Rd.). We

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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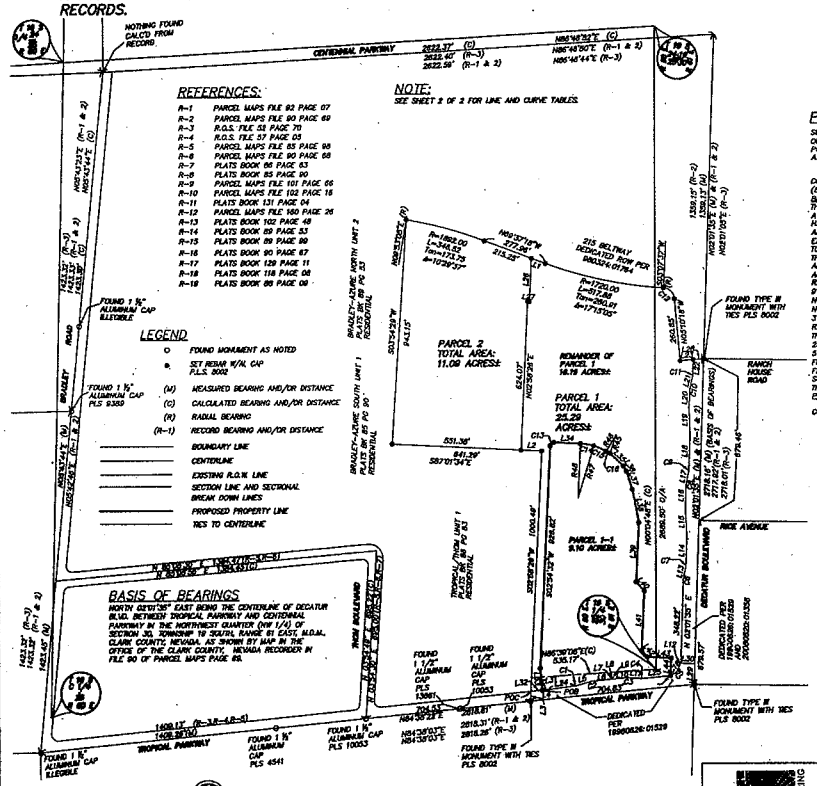
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

RECORD OF SURVEY

DECATUR & TROPICAL

SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 140 OF PLATS, PAGE 0042, CLARK COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF PARCEL 1 AS SHOWN IN FILE 174 OF SURVEYS, PAGE 16, CLARK COUNT OFFICIAL RECORDS.


CENTENNIAL PARKWAY
TROPICAL PARKWAY
DECATUR BOULEVARD
RANCHO HOUSE ROAD
RICE AVENUE
BRADLEY ROAD
PARCEL 2 TOTAL AREA: 11.09 ACRES±
REMAINDER OF PARCEL 1 16.19 ACRES±
PARCEL 1 TOTAL AREA: 25.29 ACRES±
PARCEL 1-1 9.10 ACRES±
POB
POC
NOTHING FOUND CALC'D FROM RECORD
FOUND 1 ½" ALUMINUM CAP ILLEGIBLE
FOUND 1 ½" ALUMINUM CAP PLS 10053
FOUND 1 ½" ALUMINUM CAP PLS 4541
FOUND TYPE III MONUMENT WITH TIES PLS 8002
DEDICATED PER BOOK/PAGE 01329
DEDICATED PER INSTRUMENT 20080602:04356
215 BELTWAY DEDICATED ROW PER BOOK/PAGE 01749
BRADLEY-ALPINE SOUTH UNIT 1 PLAT BK 85 PG 30 RESIDENTIAL
BRADLEY-ALPINE NORTH UNIT 2 PLAT BK 85 PG 33 RESIDENTIAL
TROPICAL TOWN UNIT 1 PLAT BK 88 PG 83 RESIDENTIAL
N 89°46'32" E 2622.37' (M)
N 89°46'44" E 2622.59' (R-3)
S 89°46'32" W 1408.30' (M)
1408.13' (R-3)
S 89°46'32" W 1408.30' (M)
S 89°46'44" W 1408.13' (R-3)
N 00°13'28" E 2642.65' (M)
N 00°13'16" E 2642.65' (R-3)
S 00°13'28" W 2642.65' (M)
S 00°13'16" E 2642.65' (R-3)
N 89°46'32" E 2622.37' (C)
2622.59' (R-3)
2622.59' (R-1 & 2)
N 89°46'50" E (R-1 & 2)
N 89°46'44" E (R-3)
N 89°46'32" E 1408.30' (M)
1408.13' (R-3)
S 89°46'32" W 1408.30' (M)
1408.13' (R-3)
S 89°46'44" W 1408.13'

RECORD OF SURVEY

DECATUR & TROPICAL

SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 140 OF PLATS, PAGE 0042, CLARK COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF PARCEL 1 AS SHOWN IN FILE 174 OF SURVEYS, PAGE 16, CLARK COUNT OFFICIAL RECORDS.

LINE TABLE

LINE	BEARING	LENGTH
L1	N59°37'18"W	62.71'
L2	S87°01'34"E	89.91'
L3	S02°58'26"W	60.43'
L4	S84°38'22"W	76.90'
L5	S74°51'10"W	68.17'
L6	S84°38'22"W	80.00'
L7	S05°21'38"E	3.00'
L8	S84°38'22"W	5.00'
L9	S05°21'38"E	3.00'
L10	S84°38'22"W	65.00'
L11	S85°06'08"E	51.96'
L12	N87°58'23"W	5.00'
L13	S72°14'03"W	51.96'
L14	N62°01'38"E	118.48'
L15	S02°36'20"E	123.83'
L16	N62°01'38"E	53.92'
L17	S12°14'03"W	51.96'
L18	N62°01'38"E	154.12'
L19	S01°58'23"E	106.58'
L20	N63°17'58"E	75.78'
L21	S12°51'14"W	51.97'
L22	N72°01'38"E	64.54'
L23	N62°01'38"E	113.37'
L24	N84°38'22"E	115.36'
L25	N02°58'26"E	181.70'
L26	S87°01'34"E	7.67'
L27	N85°48'02"E	45.27'
L28	S02°01'38"W	64.90'
L29	S87°58'23"E	50.00'
L30	S84°38'47"W	27.20'
L31	S84°38'22"W	48.88'
L32	S08°17'28"E	91.08'
L33	N87°01'34"W	113.33'
L34	N45°58'26"E	78.38'
L35	N21°02'34"W	25.01'
L36	N18°13'38"W	79.65'
L37	N11°08'18"W	141.26'
L38	N02°58'26"E	245.30'
L39	N42°01'34"W	52.80'
L40	N02°58'26"E	246.83'
L41	N42°01'34"W	35.97'
L42	N87°01'34"W	102.53'
L43	N02°58'26"E	71.78'
R45	S18°22'17"W	82.11'
R46	S31°05'40"W	82.11'
R47	N17°13'43"E	222.48'
R48	N02°36'52"E	222.48'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	20.00	2.87	8°30'20"	1.49
C2	30.00	5.12	9°47'13"	2.57
C3	30.00	5.34	10°12'26"	2.68
C4	20.00	3.56	10°12'26"	1.78
C5	54.00	77.86	82°36'27"	47.45
C6	25.00	4.45	10°12'26"	2.23
C7	25.00	4.45	10°12'26"	2.23
C8	25.00	4.45	10°12'26"	2.23
C9	25.00	4.45	10°12'26"	2.23
C10	25.00	4.17	9°33'49"	2.09
C11	25.00	4.72	10°49'40"	2.37
C12	50.00	71.36	81°47'05"	43.24
C13	15.00	23.56	90°00'00"	15.00
C14	227.49	58.03	14°36'51"	29.17
C15	239.40	57.94	13°51'57"	29.11
C16	83.11	18.23	12°33'23"	9.15
C17	54.00	8.29	8°47'55"	4.65
C18	54.00	68.97	72°45'23"	39.78

Mark Lee Quigley PLS 5/22/11

SHEET 2 OF 2

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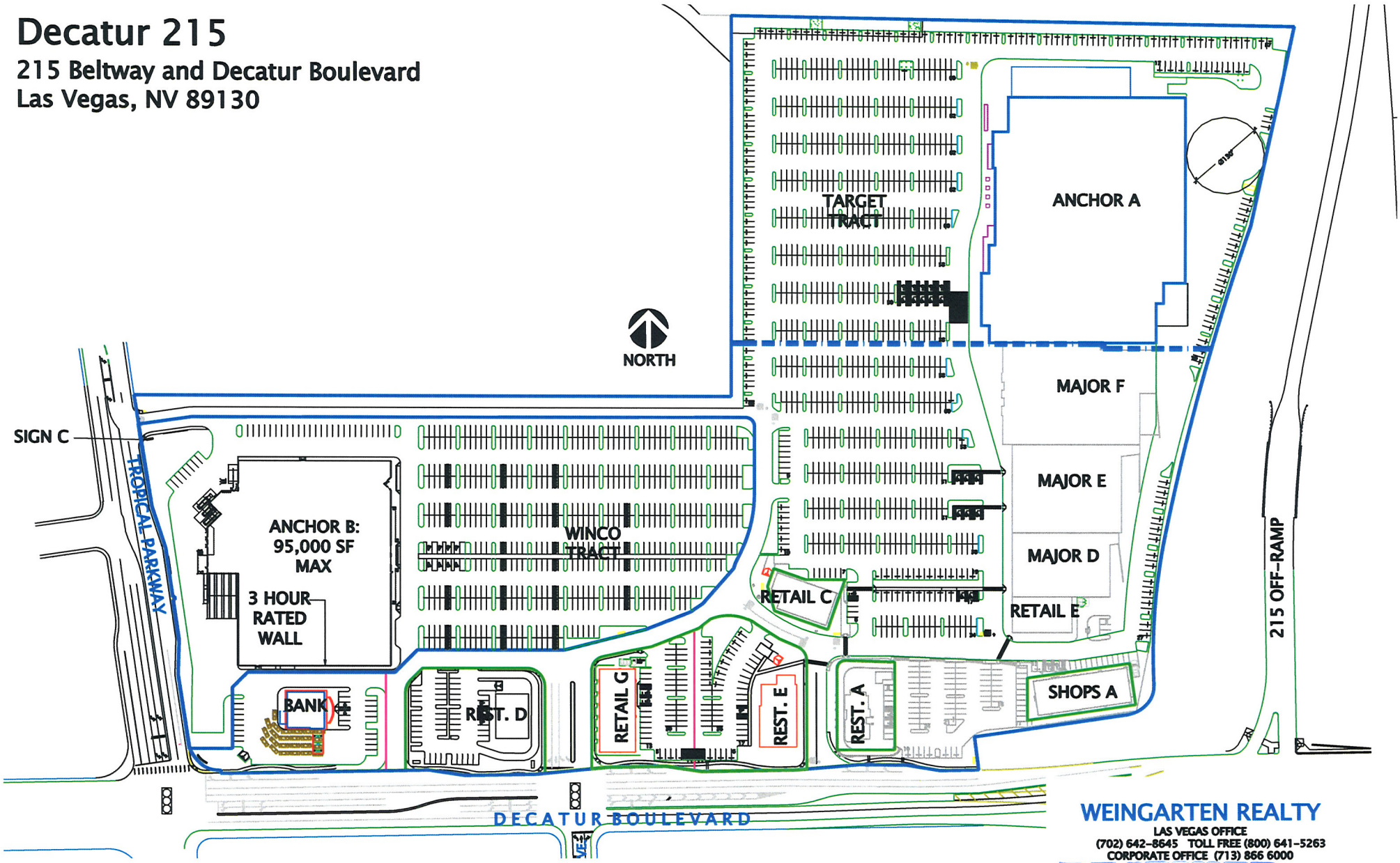
ROC-41851

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

WEINGARTEN REALTY
LAS VEGAS OFFICE
(702) 642-8645 TOLL FREE (800) 641-5263
CORPORATE OFFICE (713) 866 6000
www.weingarten.com

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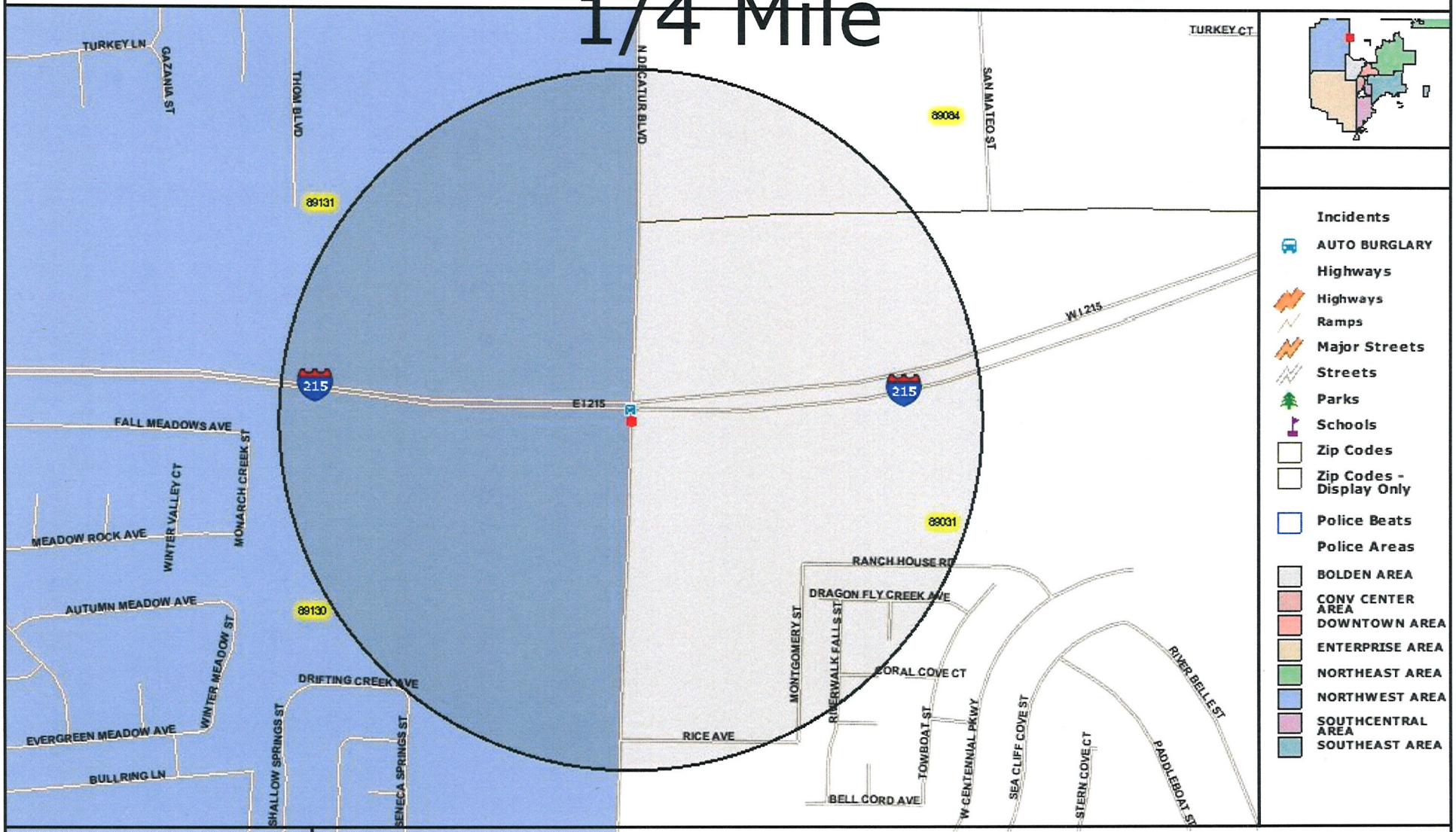
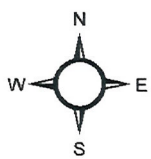
Crime
1/4 Mile





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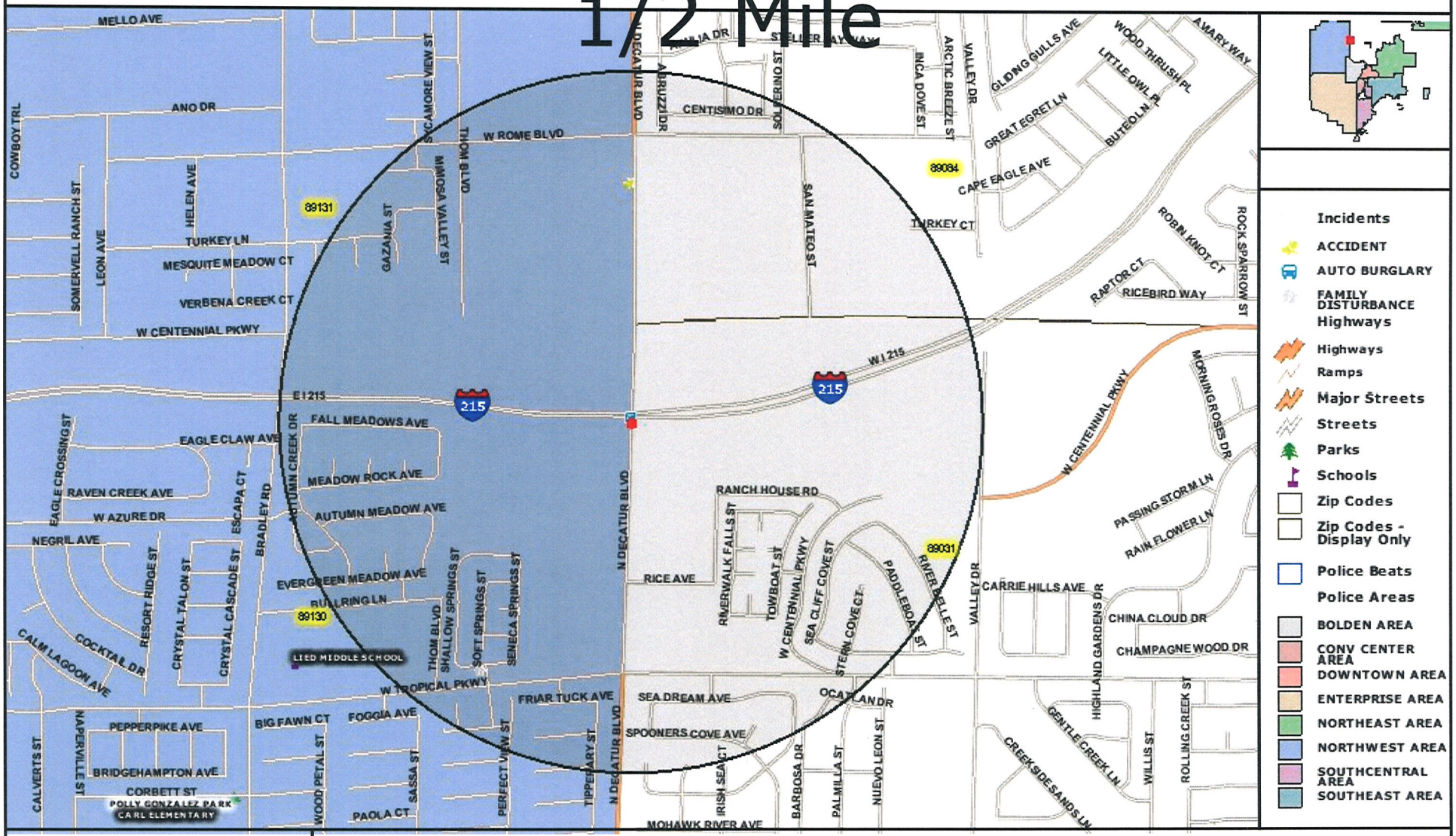
Crime
1/2 Mile



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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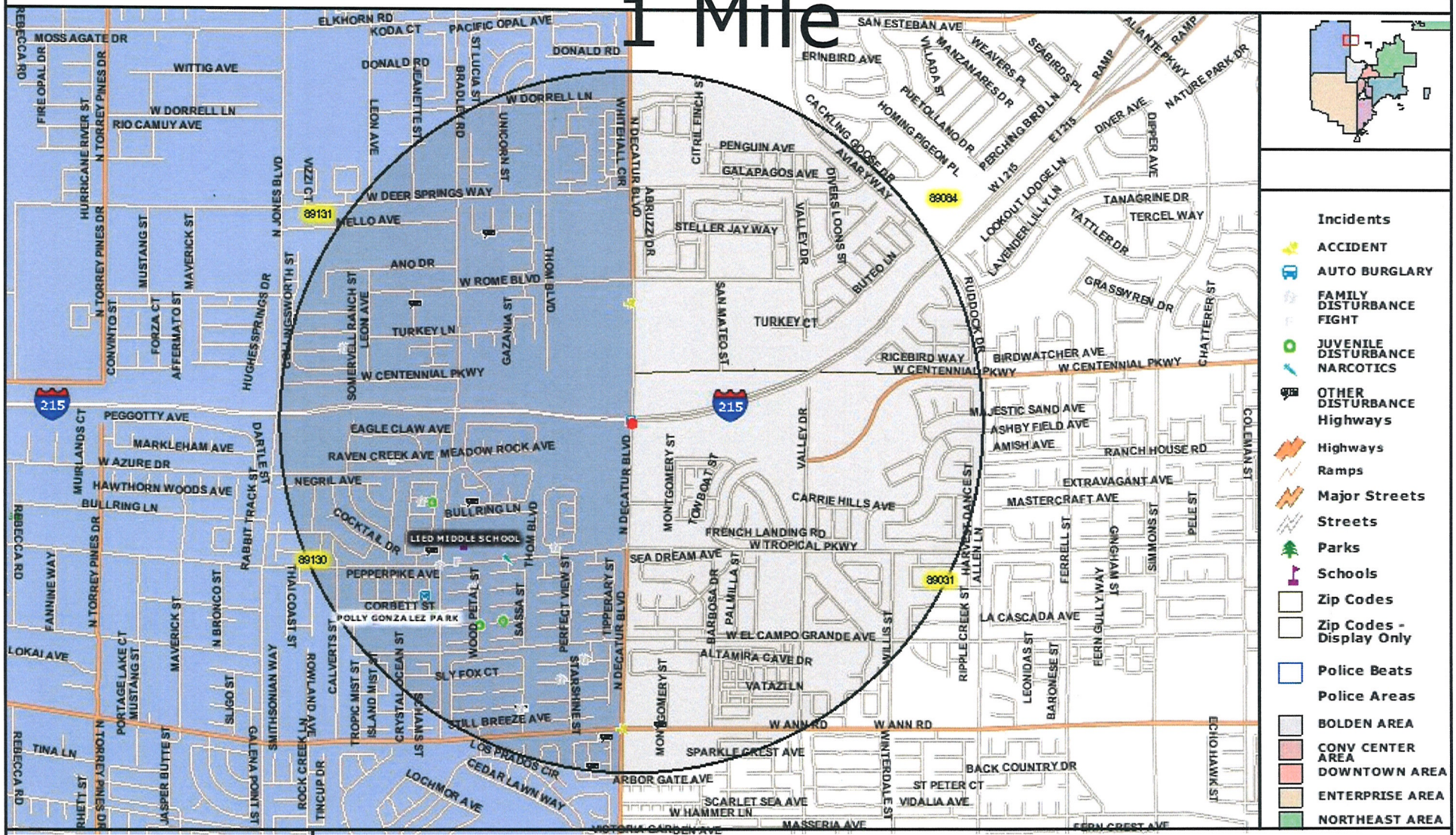
Crime
1 Mile



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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

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

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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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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ROC-41851

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

LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
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LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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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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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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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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MAY 23 2011

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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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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2011 JUN 27 P 12:45

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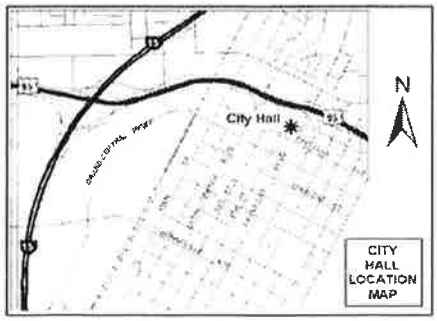

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-41851
City Council Meeting of **07/06/2011**

Case: ROC-41851
12525712060
SMITH JAMES D & BETTY J
5013 TROPICAL CLIFF AVE
LAS VEGAS NV 89130-7223

89130

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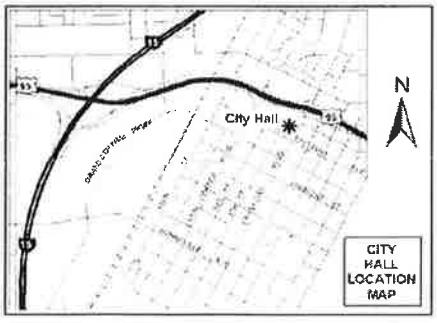

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ROC-41851
City Council Meeting of **07/06/2011**

Case: ROC-41851
12525611029
GRAF MICHELLE B
6028 SHALLOW SPRINGS ST
LAS VEGAS NV 89130-7028

89130

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400 Stewart Avenue
Las Vegas, Nevada 89101

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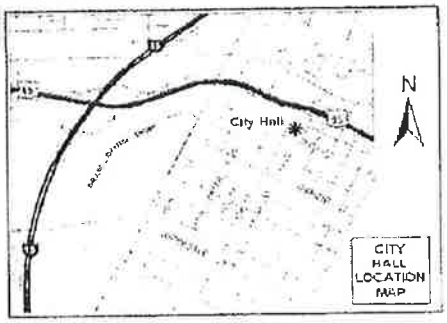

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ROC-41851
City Council Meeting of **07/06/2011**

XXOC-24-11 LV NV 891XX

Case: ROC-41851
12430315106
[redacted]
4709 SEA DREAM AVE
NO LAS VEGAS NV 89031-3485

06/26/2011 23:03 8391134 JOHNSON PAGE 01

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400 Stewart Avenue
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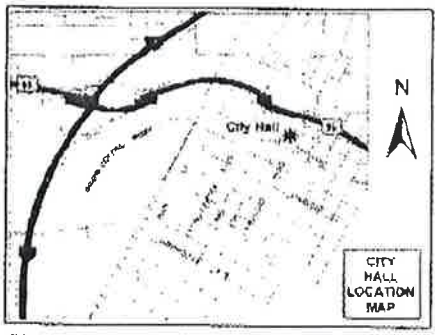

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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ROC-41851
City Council Meeting of **07/06/2011**

XXOC-24-11 LV NV 891XX

TARGET HAS ALREADY BEEN BROKEN INTO. I THINK IT WOULD BE A MISTAKE NOT TO HAVE SECURITY AT NIGHT.

Case: ROC-41851
12525613001
JOHNSON ELLA B
6109 SHALLOW SPRINGS ST
LAS VEGAS NV 89130-7049

PO BOX 8391134

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2011 JUN 27 P 1:24

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-41851

City Council Meeting of **07/06/2011**

12525612044 Case ROC-41851
MATTOS ANDREW M
5016 MORNING CREEK CT
LAS VEGAS NV 89130-7010

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2011 JUN 27 A 7:04

XXD6-24-11 LV NV 891XX

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Las Vegas, Nevada 89101

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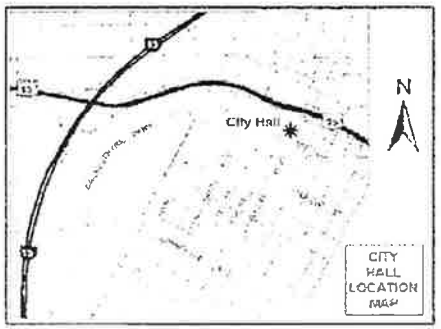

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-41851

City Council Meeting of **07/06/2011**

Case: ROC-41851
12430110083
ELLIS CHRISTOPHER L & KIMBERLY J
4650 RANCH HOUSE RD #60
NO LAS VEGAS NV 89031-4612

47 DRDFN11 89031

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2011 JUN 28 P 2:27

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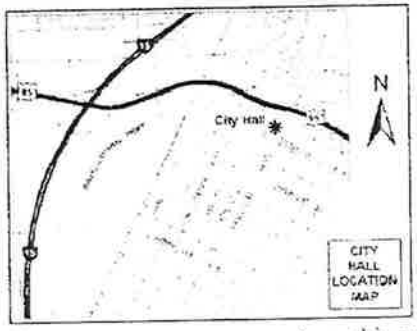

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ROC-41851
City Council Meeting of **07/06/2011**

XXOS-24-11 LV NV 891XX

Case: ROC-41851
12525712065
STAHL ROBERT & BRIAR
5028 TROPICAL CLIFF AVE
LAS VEGAS NV 89130-7224

TO ORDFN11 89130

From 7026669142 1.832.426.7781 Tue Jun 28 14:55:31 2011 MST Page 1 of 1

06/28/2011 TUE 12:59 [TX/RX NO 9652] 001

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Las Vegas, Nevada 89101

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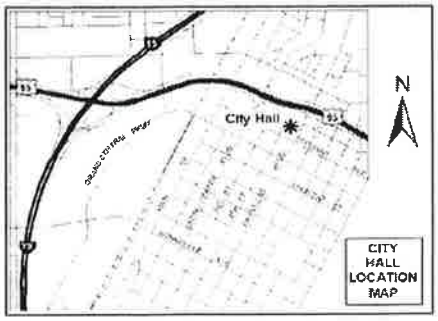

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-41851
City Council Meeting of **07/06/2011**

Case: ROC-41851
12525613013
BALL STEVEN C & NORMA L
1420 PEERLESS PL #108
LOS ANGELES CA 90035-2868

89 DROPMIL 90035

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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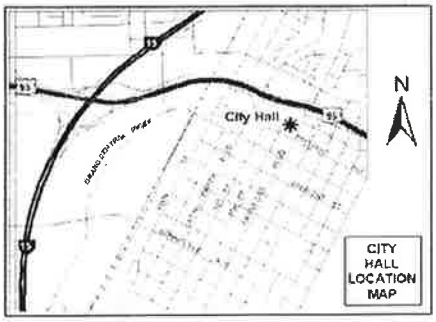

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-41851
City Council Meeting of **07/06/2011**

Case: ROC-41851
12525714001
KURTZ STEPHEN M & PATRICIA A
4862 FRIAR TUCK AVE
LAS VEGAS NV 89130-7294

70 DROPMIL 89130

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

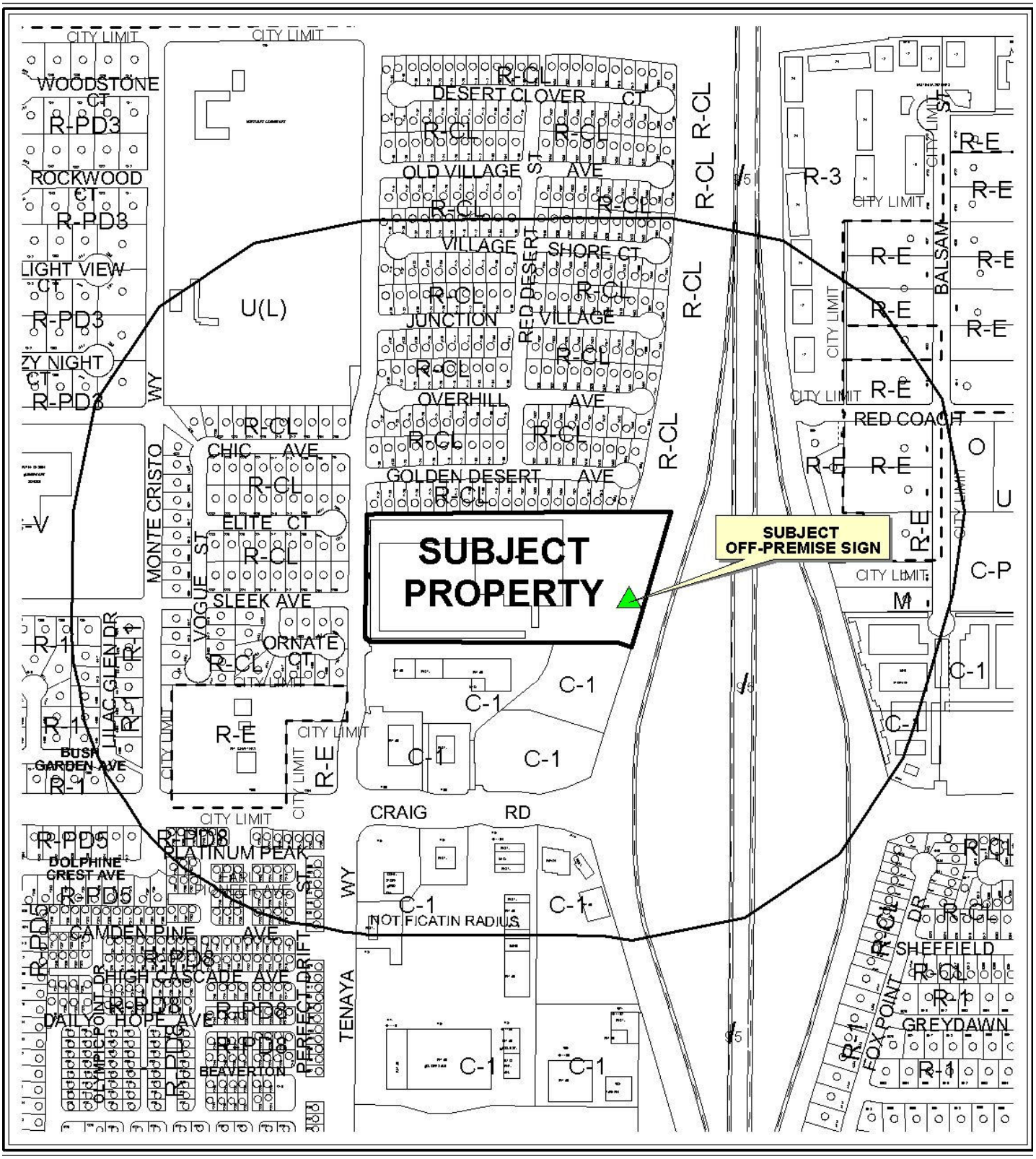
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-42728 - SITE DEVELOPMENT PLAN REVIEW - PUBIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: WESTLAND ENTERPRISES, LLC - For possible action on an Appeal filed from the denial by the Department of Planning on a request for a Minor Site Development Plan Review FOR THE CONVERSION OF A PREVIOUSLY APPROVED 14-FOOT BY 48-FOOT, 35-FOOT TALL OFF-PREMISE SIGN TO A DIGITAL DISPLAY UNIT (LED) (NORTH FACING SIDE ONLY) at 4510 North Tenaya Way (APN 138-03-601-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). 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. Appeal Letter Submitted by Greater Nevada Planning, Inc.
5. Department of Planning Denial Letter
6. Justification Letter



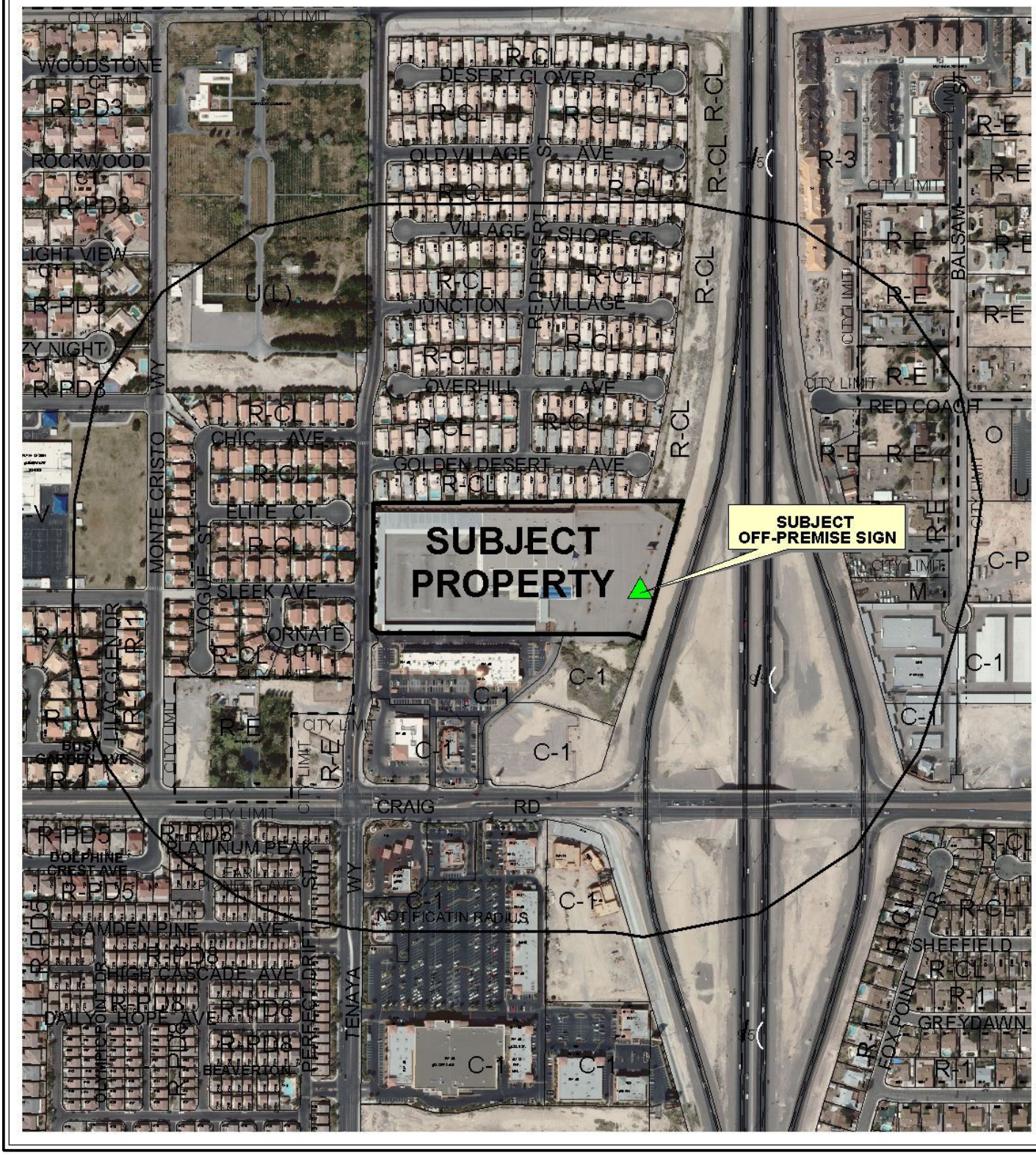
0 300 600 Feet

CASE: **SDR-42728**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



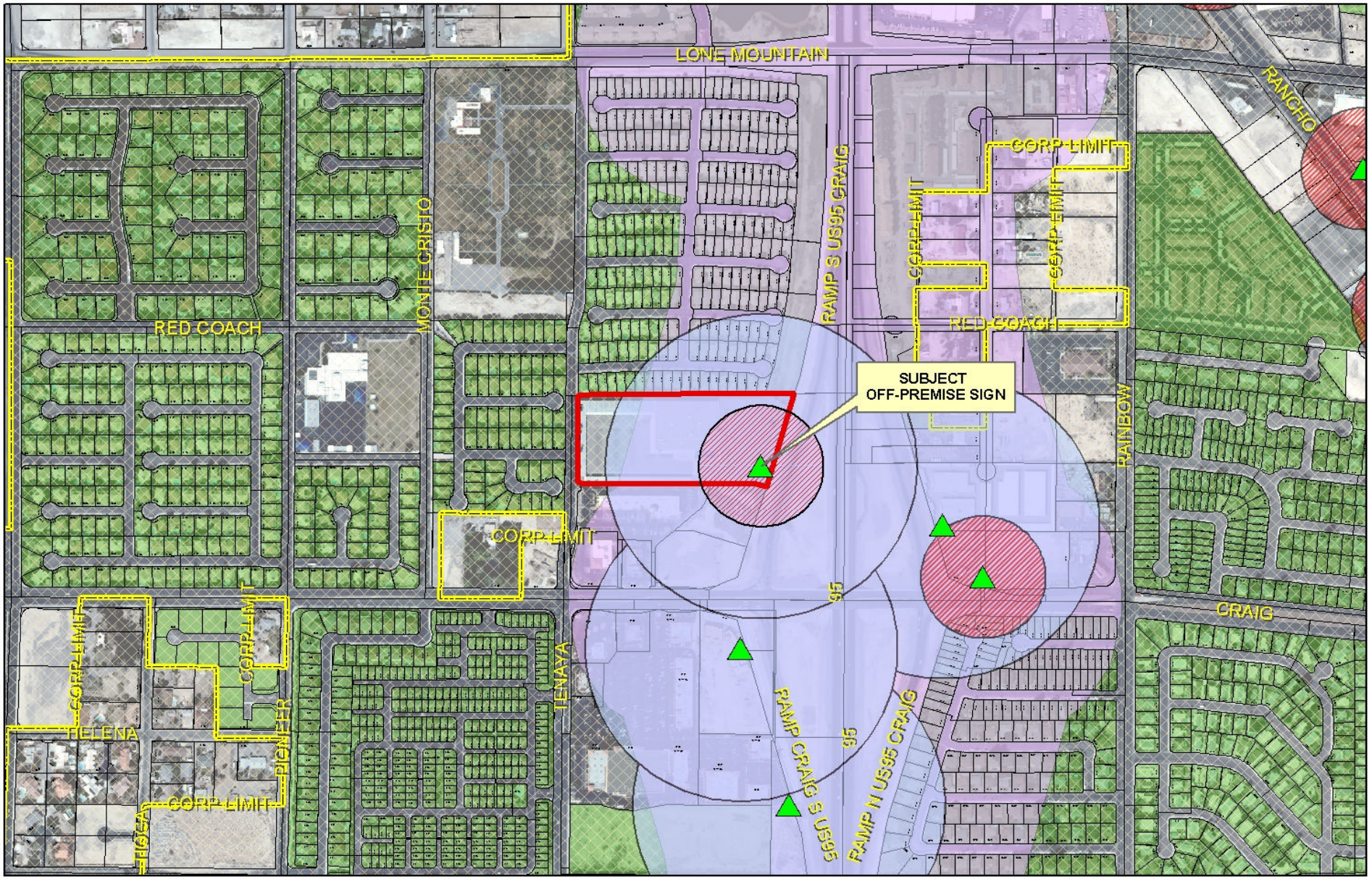
0 300 600 Feet

CASE: **SDR-42728**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SDR-42728

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAS VEGAS BILLBOARDS - OWNER: WESTLAND ENTERPRISES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-42728	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

SDR-42728 CONDITIONS

Planning

1. Conformance to the conditions of approval of the Special Use Permit (SUP-26774), Required Review (RQR-40724), and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a vacant building with previous approval for a 35-foot tall, 14-foot by 48-foot Off-Premise Sign to be erected at 4510 North Tenaya Way. Although a building permit has been issued for the off-premise sign, it has not yet been constructed. A request for a Minor Site Development Plan Review (SDR-42728) was submitted to convert the north facing side of the previously approved Off-Premise Sign to a Digital Display Unit (LED) capable of brightly lit and animated messages that are meant to be seen from great distances. This request was administratively denied by the Department of Planning as it would have a negative visual impact on, and be incompatible with, the surrounding residential homes to the north.

ISSUES

- If approved, conformance to the Conditions of Approval from the previously approved Special Use Permit (SUP-26774) shall be required, including a requirement for additional landscaping along the north perimeter of the site to include 24" box size trees at 20 feet on center.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/15/93	The City Council approved a request for Rezoning (Z-0105-93) from N-U (Non-Urban) to C-1 (Limited Commercial) of approximately 22 acres generally located at the northeast corner of Craig Road and Tenaya Way for a proposed retail shopping center. The Planning Commission recommended approval.
11/10/97	The City Council denied a request of an appeal of a denial by the Planning Commission for a Special Use Permit (U-0095-97) to allow an Off-Premise Sign (Billboard) at 4500 North Tenaya Way.
01/11/99	The City Council withdrew an appeal of a denial by the Planning Commission for a request for a Special Use Permit (U-0134-98) to allow an Off-Premise Sign (Billboard) at 4500 North Tenaya Way.
11/15/00	The City Council struck a request for an appeal of a denial by the Planning Commission for a Special Use Permit (U-0152-00) to allow an Off-Premise Sign (billboard) at 4500 North Tenaya Way
04/17/08	The City Council approved a request for a Special Use Permit (SUP-26774) for a 35-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 4510 North Tenaya Way. The Planning Commission and staff recommended approval.

04/06/11	The City Council approved a request for a Required Review (RQR-40724) of a previously approved Special Use Permit (SUP-26774) for a 35-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 4510 North Tenaya Way. The Planning Commission and staff recommended approval.
08/17/11	The Department of Planning denied a request for a Minor Site Development Plan Review (SDR-42728) for the conversion of a previously approved 14-foot by 48-foot, 35-foot tall Off-Premise Sign (north facing side only) to a Digital Display Unit (LED) at 4510 North Tenaya Way.

Most Recent Change of Ownership	
06/29/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/29/08	A building permit (08000290) was issued for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed.
03/03/09	A building permit (08000290) was extended for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed.
11/17/09	A building permit (08000290) was extended for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed.
02/18/10	A building permit (08000290) was extended for one-year for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed as of yet.
02/16/11	A building permit (08000290) was extended for six-months for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed as of yet.
08/04/11	A building permit (08000290) was extended for six-months for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed as of yet.

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	9.88

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail Establishment with a Billboard on Property	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single-Family Compact-Lot)
South	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Single Family Residences	L (Low Density Residential)	R-CL (Single-Family Compact-Lot)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

A Special Use Permit (SUP-26774) was approved in 2008 for a 35-foot tall, v-shaped, double-faced off-premise sign. The sign faces were oriented to the north and south, with each sign face to be 14 feet by 48 feet. A building permit was issued in August of 2008, thereby exercising the entitlement; however, the sign has not yet been constructed, and the building permit has been extended through February of 2012.

The applicant subsequently submitted a Minor Site Development Plan Review (SDR-42728) for the northern sign face to be a digital (LED) display, capable of brightly lit and animated messages that are meant to be seen from great distances. For comparison purposes, the sun can be measured at 6,500 nits (a nit is a unit of luminous intensity equal to one candela per square meter). During the daytime, a digital sign can be set at over 10,000 nits, and the Virginia Tech Transportation Institute found that digital billboards can be ten times brighter than the surrounding area, and three times brighter than a traditional billboard. Objective 2.2 of the Las

Vegas 2020 Master Plan is "To ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use, or non-residential land uses by mitigating adverse impacts where feasible." The change to a digital display would result in a negative visual impact on the adjacent residential development to the north, and would therefore not be compatible or harmonious with the surrounding development. The Department of Planning administratively denied the application for this reason, and the applicant has appealed that decision.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed off-premise sign would have a negative visual effect on the adjacent residential properties to the north, and will not be compatible or harmonious with the surrounding development.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed digital display is not consistent with Objective 2.2 of the Las Vegas 2020 Master Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access and circulation will not negatively impact adjacent roadways or neighborhood traffic as the access required for this use is minimal.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate as previously approved by Special Use Permit (SUP-26774). The addition of a digital (LED) display is not appropriate for the area due to the proximity to residential development to the north.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed change to a digital (LED) display would be unsightly, and would not be compatible or harmonious with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Construction of the sign will be subject to building permit review and inspection approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 324 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Administrative Review for Electronic Billboard Conversion

Project Address (Location) 4510 North Tenaya Way

Project Name Tenaya Way Electronic Billboard **Proposed Use** _____

Assessor's Parcel #(s) 138-03-601-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 9.88 **Lots/Units** _____ **Density** _____

Additional Information This is an approved Off-Premise Site; See SUP-26774, Our request is to upgrade this billboard to electronic

PROPERTY OWNER Westland Enterprises, LLC **Contact** _____

Address 1801 Solar Dr. #250 **Phone:** _____ **Fax:** _____

City Oxnard **State** CA **Zip** 93030-8297

E-mail Address _____

APPLICANT Las Vegas Billboards **Contact** Dave Harris

Address 5665 Valley View Dr. #4 **Phone:** (702) 837-7882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89118

E-mail Address dave@lasvegasbillboards.com

REPRESENTATIVE Greater Nevada Planning, Inc. **Contact** Mark M. Sabraw

Address 8610 S. Eastern Ave, Suite 8 **Phone:** (702) 332-3021 **Fax:** (702) 965-2477

City Las Vegas **State** NV **Zip** 89123-2836

E-mail Address msabraw@gnvp.com

RECEIVED
AUG 04 2011
City of Las Vegas

Property Owner Signature* David Harris

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DAVID HARRIS

Subscribed and sworn before me

This 28th day of July, 2011.

_____

Notary Public in and for said County and State

MELA MORENO
Notary Public, State of Nevada
Appointment No. 05-99379-1
My Appt. Expires Aug 23, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-42728
Meeting Date:	ADMIN
Total Fee:	$500 —
Date Received:*	8/4/11
Received By:	Bu S

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

\depot\Application Packet\Application Form.pdf

RECEIVED
AUG 04 2011
City of Las Vegas
SDR-42728

CITY CLERK

2011 AUG 22 P 1:25

GREATER NEVADA PLANNING INC.

LAND USE CONSULTANTS

- Zoning, Planning, Building & Land Use
- Variances, Conditional Use Permits & Waivers
- Permit Tracking
- Property Analysis & Feasibility Studies
- Business, Gaming & Liquor Licensing
- Development Services

August 22, 2011

City Council
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Via facsimile 702-382-4803

APN: 138-03-601-003

Subject: **APPEAL** of Decision: Conversion of existing Off-Premise Sign at 4510 North Tenaya Way: SDR-42728

The name of this proposal is: Tenaya Way Digital Billboard

Dear City Council:

We wish to appeal the decision of the City of Las Vegas planning staff on August 17, 2011.

They state that it is not within their purview to approve this request. We wish to appear before your City Council and demonstrate the compatibility of this site for such conversion and continued use.

If I can be of any additional assistance in any of this at any time, please do not hesitate to call me at 332-3021.

Sincerely,

Mark M. Sabraw

SDR-42728

8610 S. Eastern Ave. Suite 8 Las Vegas, Nevada 89123
Tel. 702-307-8404 Fax 702-307-8406 website: www.gnvp.com email: info@gnvp.com

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

August 17, 2011

Greater Nevada Planning, Inc.
Attn: Mark Sabraw
8610 S. Eastern Avenue, Ste 8
Las Vegas, NV 89123

RE: Conversion of existing Off-Premise Sign at 4510 North Tenaya Way (APN 138-03-601-003); SDR-42728

Dear Mr. Sabraw:

The Department of Planning staff has reviewed the proposed plans for the conversion of a previously approved 14-foot by 48-foot, 35-foot tall Off-Premise Sign (north facing side only) to a Digital Display Unit (LED) at 4510 North Tenaya Way. The determination has been made that this request cannot be approved administratively as the proposed change would not be compatible with the surrounding area (single family residences to the north).

This action by the Department of Planning on August 17, 2011 is final unless a written appeal is filed with the City Council within ten (10) days of the date of the Department of Planning's decision.

Sincerely,

Debbie Sullivan, Planner I
Case & Public Planning

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 702.386.9108
www.lasvegasnevada.gov

SDR-42728

GREATER NEVADA PLANNING INC.

LAND USE CONSULTANTS

- Zoning, Planning, Building & Land Use
- Variances, Conditional Use Permits & Waivers
- Permit Tracking
- Property Analysis & Feasibility Studies
- Business, Gaming & Liquor Licensing
- Development Services

August 1, 2011

City of Las Vegas
Current Planning Department
333 North Ranco Dr.
Las Vegas, NV 89107

APN: 138-03-601-003

Subject: Justification Letter: Administrative Design Review

The name of this proposal is: Tenaya Way Digital Billboard

1. This land use application will produce an environment of stable and desirable character consistent with the objectives of Title 30 and the Comprehensive Plan due to the area in which it will service.

2. The purpose is to make the necessary applications to allow for the conversion of an existing billboard to that of an electronic type.

3. This request complies with the most recent ordinance regarding this application and we respectfully ask for the approval of this Administrative Design Review.

If I can be of any additional assistance in any of this at any time, please do not hesitate to call me at 332-3021.

Sincerely,

Mark M. Sabraw

GREATER NEVADA PLANNING
8610 S. Eastern Ave., Ste 8
Las Vegas, NV 89123-2836
(702) 307-8404 off
(702) 307-8406 fax

Email: msabraw@gnvp.com
Web: www.gnvp.com

RECEIVED
AUG 04 2011
City of Las Vegas

SDR-42728

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

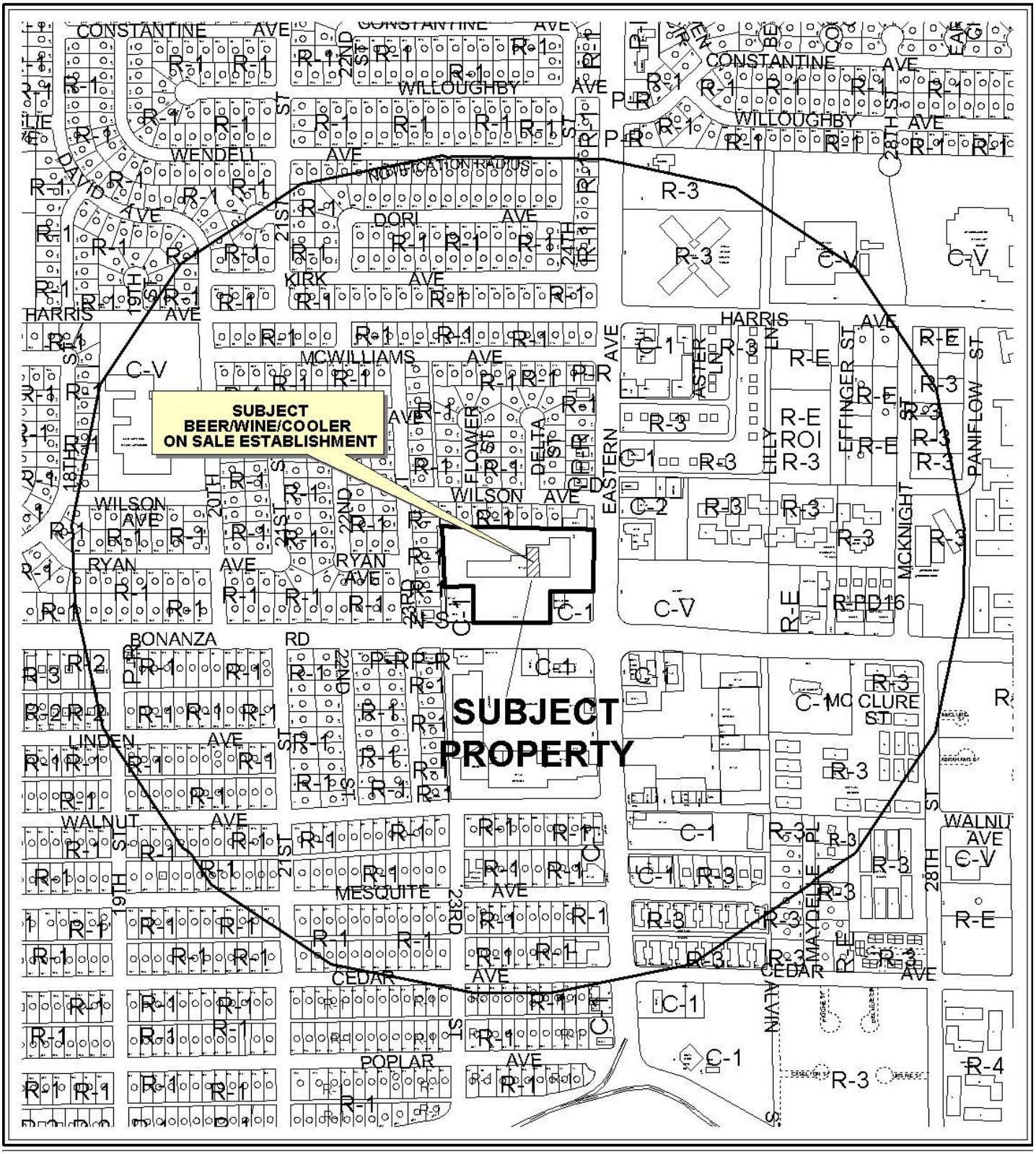
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-42429 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: STRATA VEGAS, LLC - For possible action on a request for an Extension of Time OF A NON-CONFORMING BILLIARD PARLOR/POOL HALL WITH RESTRICTED GAMING AND BEER/WINE/COOLER ON-SALE at 2411 East Bonanza Road (APN 139-26-801-001), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). 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. Justification Letter



0 400 800 Feet

CASE: **EOT-42429**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

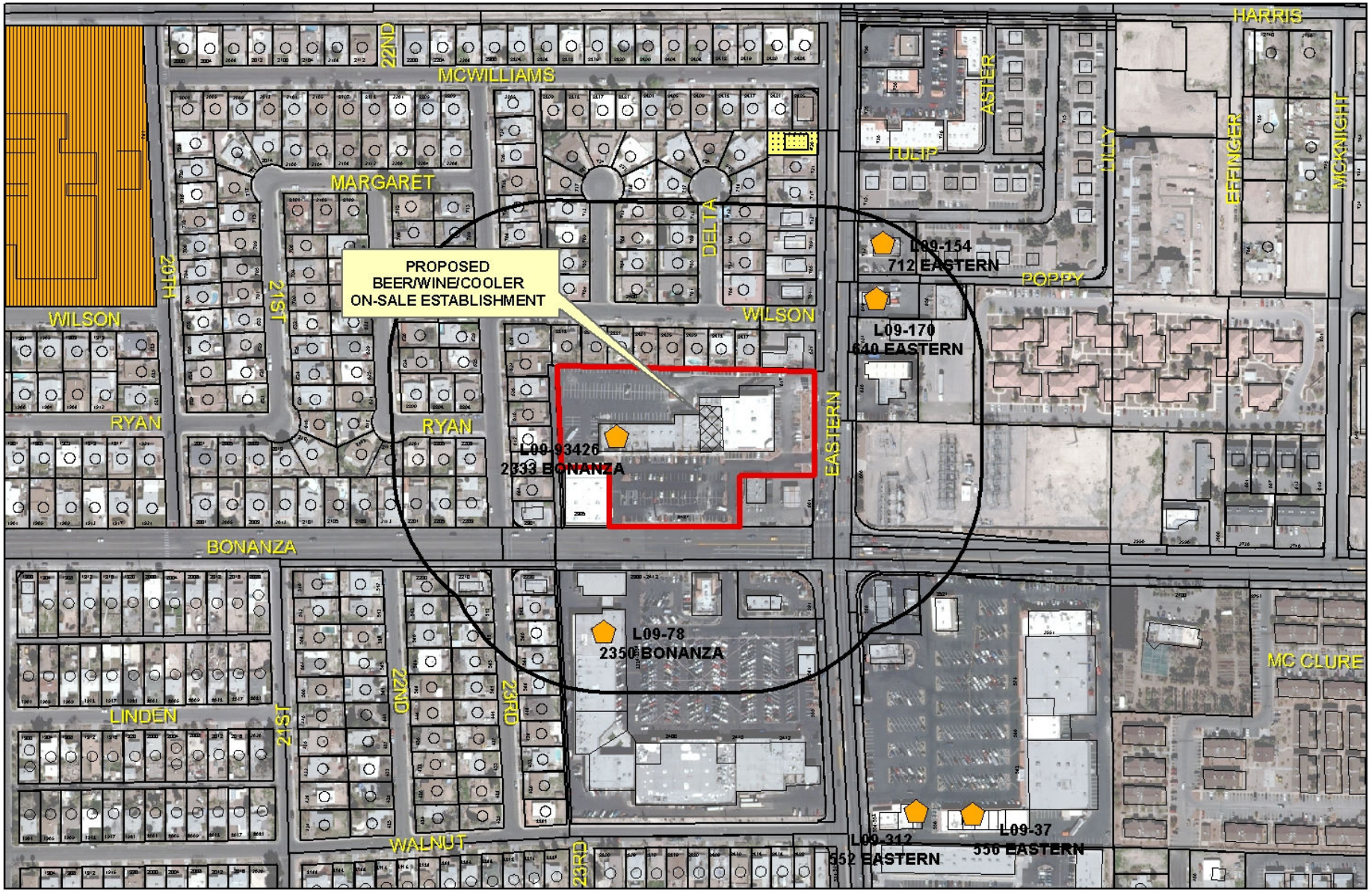
0 400 800 Feet

CASE: **EOT-42429**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



EOT-42429

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: STARTA VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-42429	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-42429 CONDITIONS

Planning

1. This request for an Extension of Time for a non-conforming Beer/Wine/Cooler On-Sale Establishment located at 2411 East Bonanza Road shall expire on June 13, 2012 unless another Extension of Time is approved by the City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming Beer/Wine/Cooler On-Sale Establishment with Restricted Gaming at 2411 East Bonanza Road. On June 13, 2011, business license L09-00298 for a Beer/Wine/Cooler On-Sale Establishment 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 due to the economic climate in Las Vegas, making it difficult to secure a new tenant for the subject site. There have not been any significant changes in land use or new development in the surrounding areas, nor are there any protected uses within the required 400-foot distance separation as required by Title 19.12.070. As the request does not jeopardize public health, safety and welfare and falls within the intent of Bill 2010-40, staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/17/03	The City Council approved a request for a Special Use Permit (SUP-2595) for a proposed Restaurant Service Bar at 2371 East Bonanza Road. The Planning Commission and staff recommended approval.
04/26/07	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-20445) for a canopy remodel for an existing commercial center on 4.46 acres at 2303-2427 East Bonanza Road.
05/24/07	The Planning Commission approved a request for a Variance (VAR-21185) to allow a 10-foot corner side setback where 15 feet is required for a proposed 6,300 square-foot pad in an existing commercial development on 4.46 acres approximately 170 feet west of the northwest corner of Bonanza Road and Eastern Avenue. Staff recommended denial.
	The Planning Commission approved a related request for a Site Development Plan Review (SDR-21148) for a proposed 6,300 square-foot pad in an existing commercial development with a waiver of perimeter landscape buffer requirements.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/10/11	The Planning Commission approved a request for a Special Use Permit (SUP-41225) for a beer/wine/cooler on-sale establishment within an existing 2,615 square-foot restaurant at 2333 East Bonanza Road. Staff recommended approval.
	The Planning Commission approved a related request for a Special Use Permit (SUP-41273) for a beer/wine/cooler off-sale use within an existing 15,400 square-foot retail establishment at 2421 East Bonanza Road. Staff recommended approval.

Most Recent Change of Ownership	
11/05/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/12/10	A building permit (167126) was issued for a non-work Certificate of Occupancy at 2411 East Bonanza Road. The permit was finalized 07/12/10.
07/13/10	A business license (R07-00915) was issued for a Snack Bar at 2411 East Bonanza Road. The license was classified as 'out of business' on 07/14/10.
07/13/10	A business license (L09-00298) was issued for Beer/Wine/Cooler On-Sale at 2411 East Bonanza Road. The license was classified as 'out of business' on 06/13/11.
07/13/10	A business license (P09-00022) was issued for a Billiard/Pool Hall at 2411 East Bonanza Road. The license was classified as 'out of business' on 07/14/10.
07/17/07	A business license (R07-00327) was issued for a Restaurant at 2411 East Bonanza Road. The license was classified as 'out of business' on 07/16/09.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	4.46

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
	NV Energy Electric Substation	PF (Public Facilities)	C-V (Civic)
	Auto Repair Garage, Minor	SC (Service Commercial)	C-2 (General Commercial)
West	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

On June 13, 2011, business license L09-00298 for a Beer/Wine/Cooler On-Sale Establishment was classified as out of business with no subsequent licenses applied for at the subject site. The Beer/Wine/Cooler On-Sale Establishment is considered a non-conforming use within a C-1 (Limited Commercial) zoning district as the use pre-dates the requirement for a Special Use Permit. There have not been any significant changes in land use or new development in the surrounding areas, nor are there any protected uses within the 400-foot distance separation required by Title 19.12.070.

In accordance with Bill 2010-40, Ordinance 6114, the owner of property deemed abandoned for a period of time greater than the applicable abandonment period may request the abandonment period extended through an Extension of Time application. 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 due to the economic climate in Las Vegas, making it difficult to secure a new tenant for the subject site. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare and falls within the intent of Bill 2010-40, staff is recommending approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 43

NOTICES MAILED 620 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-42429** APN: 139-26-801-001

Name of Property Owner: Strata Vegas, LLC

Name of Applicant: Strata Vegas, LLC

Name of Representative: Donna Bishop, Property Manager (The Equity Group)

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: Jeffrey Mayhew

Subscribed and sworn before me

This 6th day of July, 2011

_____
Notary Public in and for said County and State

LINDA C. PRATT
COMM. # 1773702
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Exp. Oct. 18, 2011

RECEIVED
JUL 07 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 2411 E. Bonanza Road, Las Vegas, NV 89101

Project Name Vegas Plaza **Proposed Use** Beer/wine pool gami

Assessor's Parcel #(s) 139-26-801-001 **Ward #** 3

General Plan: existing SC proposed ____ **Zoning:** existing C1 proposed ____

Commercial Square Footage 51,110 **Floor Area Ratio** ____

Gross Acres 4.4 **Lots/Units** ____ **Density** ____

Additional Information Pool hall with beer/wine license and 11 gaming machines closed during center's renovation. Request extension of time to re-establish use with more upscale tenant.

PROPERTY OWNER Strata Vegas, LLC **Contact** Jeffrey Mayhew

Address 8367 W. Flamingo Road, Suite 201 **Phone:** (949) 833-8400 **Fax:** (949) 767-5910

City Las Vegas **State** NV **Zip** 89147

E-mail Address jeff@strataproperties.com

APPLICANT Strata Vegas, LLC **Contact** Donna Bishop

Address 8367 W. Flamingo Road, Suite 201 **Phone:** (702) 796-5500 **Fax:** (702) 796-5525

City Las Vegas **State** NV **Zip** 89147

E-mail Address dbishop@teglv.com

REPRESENTATIVE The Equity Group **Contact** Donna Bishop

Address 8367 W. Flamingo Road, Suite 201 **Phone:** (702) 796-5500 **Fax:** (702) 796-5525

City Las Vegas **State** NV **Zip** 89147

E-mail Address dbishop@teglv.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 Jeffrey Mayhew

Subscribed and sworn before me

This 6th day of July, 2011.

_____

Notary Public in and for said County and State

LINDA C. PRATT
COMM. # 1773702
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. OCT. 16, 2011

FOR DEPARTMENT USE ONLY

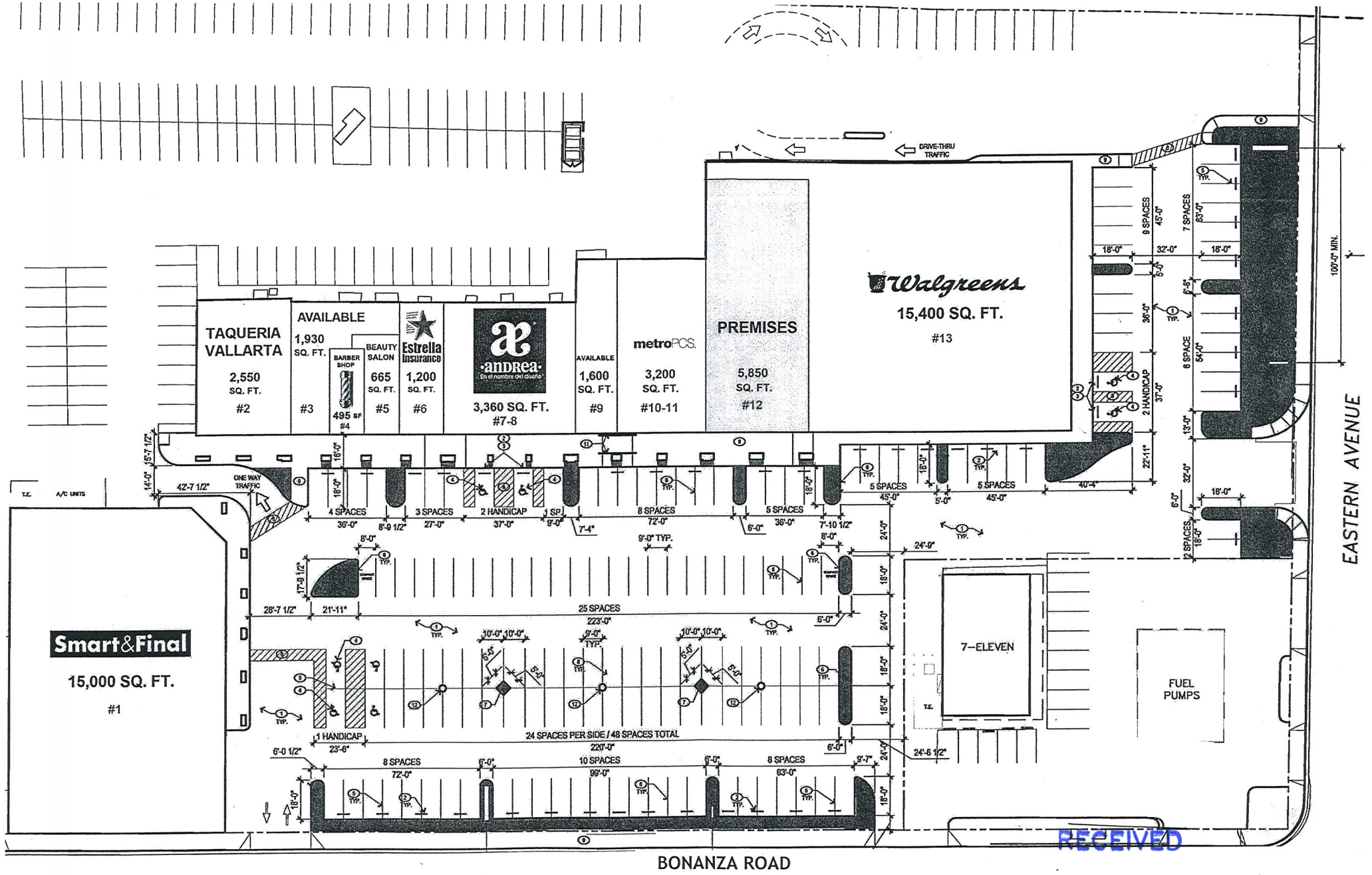
Case #	EOT-42429
Meeting Date:	8-17-11 CC
Total Fee:	$ 800
Date Received:*	7/7/11
Received By:	

RECEIVED
JUL 07 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



RECEIVED

JUL 07 2011

EOT-42429

8367 West Flamingo Road, Suite 201
Las Vegas, Nevada 89147
Phone: (702) 796-5500
Fax: (702) 796-5525

The Equity Group.
A Commercial Real Estate Company

July 1, 2011

City of Las Vegas
Department of Planning
City Licensing
333 N. Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Subject: **Extension of Time on Beer/Wine Gaming Use (Non-Conforming)**
2411 E. Bonanza, Las Vegas, NV 89101

Enclosed please find the completed forms requesting an Extension of Time on the Use at 2411 W. Bonanza.

We are requesting an extension of the use (beer/wine, gaming machines/pool hall) based on economic hardship in these tough economic times. We have invested a lot of money and effort remodeling this run down center in a Redevelopment District into a first class shopping center. As a result of our efforts, we placed a new Walgreens in the center. As part of our remodel, however, we had to ask the previous pool hall tenant to leave so that we could do the requisite construction work.. However, the depressed economy, especially in Las Vegas, has made it difficult to find a replacement tenant with that use that fits our new image.

Thus, we have been looking for a first class operator to operate within the premises. We had an agreement with such an operator but they dropped out due to financial restraints. Other operators have approached us, but their product was lower end and not in keeping with the first class nature of our center. If given more time, we believe that we can procure an appropriate tenant, even in these bad economic times.

This extension will allow us to find the right operator and the best fit for Vegas Plaza and the community. To not allow an extension of the use would unfairly penalize us for renovating our center and improving the neighborhood. Please allow this extension so that we have the ability and the flexibility to find the right operator -- one that will enhance the center and the community.

Thank you very much for your consideration of this matter.

Sincerely,

Donna Bishop
Property Manager
Vegas Plaza, LLC

RECEIVED
JUL 11 2011

c: Jeffrey Mayhew – Strata Vegas, LLC

Enclosures: Application/Petition Form
Statement of Financial Interest
Deed & Legal Description
Site Plan

EOT-42429

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

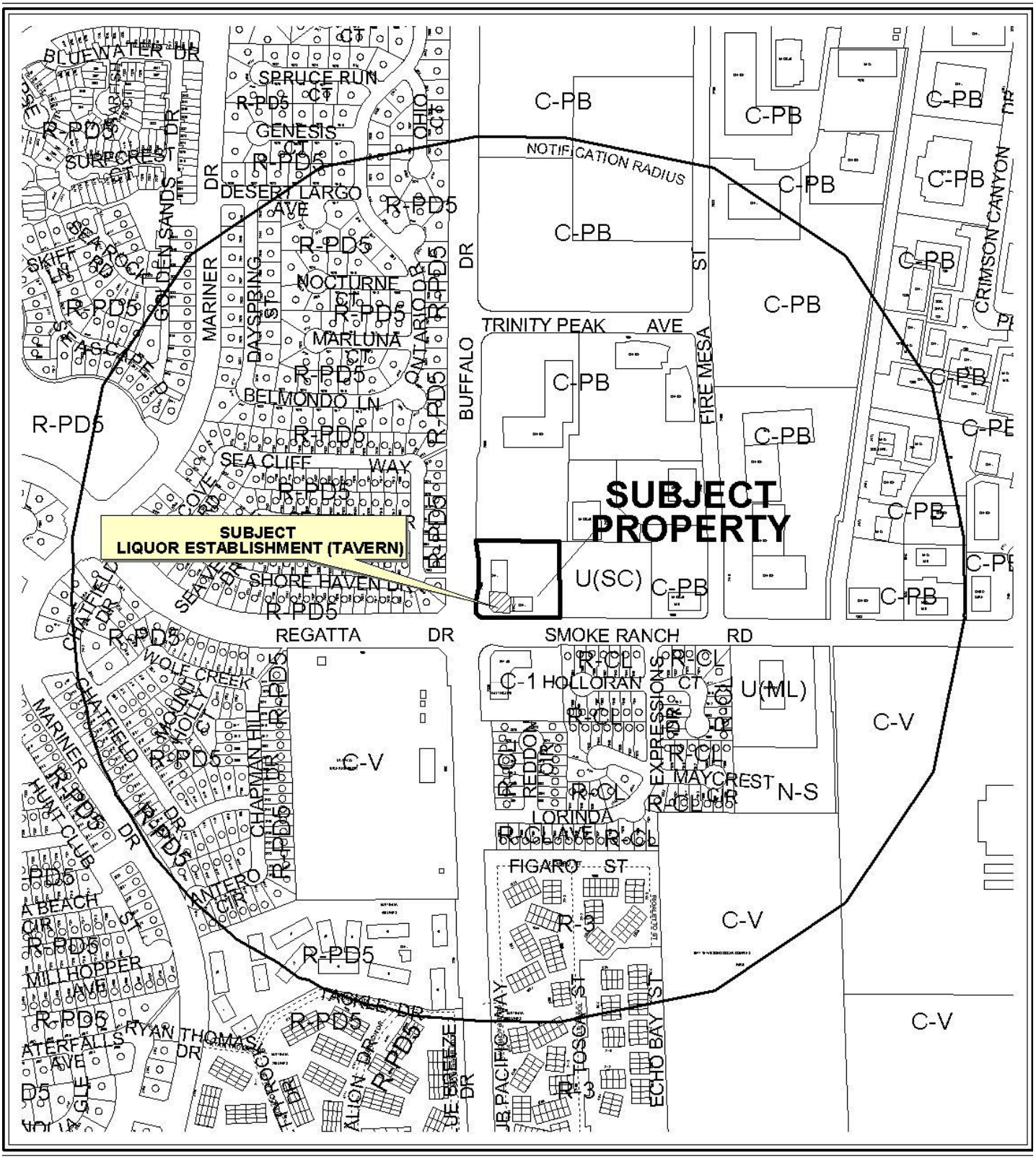
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-42455 - EXTENSION OF TIME - NON-CONFORMING - PUBLIC HEARING - APPLICANT/OWNER: BECKER ENTERPRISES - For Possible action on a request for an Extension of Time OF A NON-CONFORMING TAVERN at 2400 North Buffalo Drive (APN 138-15-402-001), C-1 (Limited Commercial) 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, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-3896
5. Justification Letter



CASE: **EOT-42455**

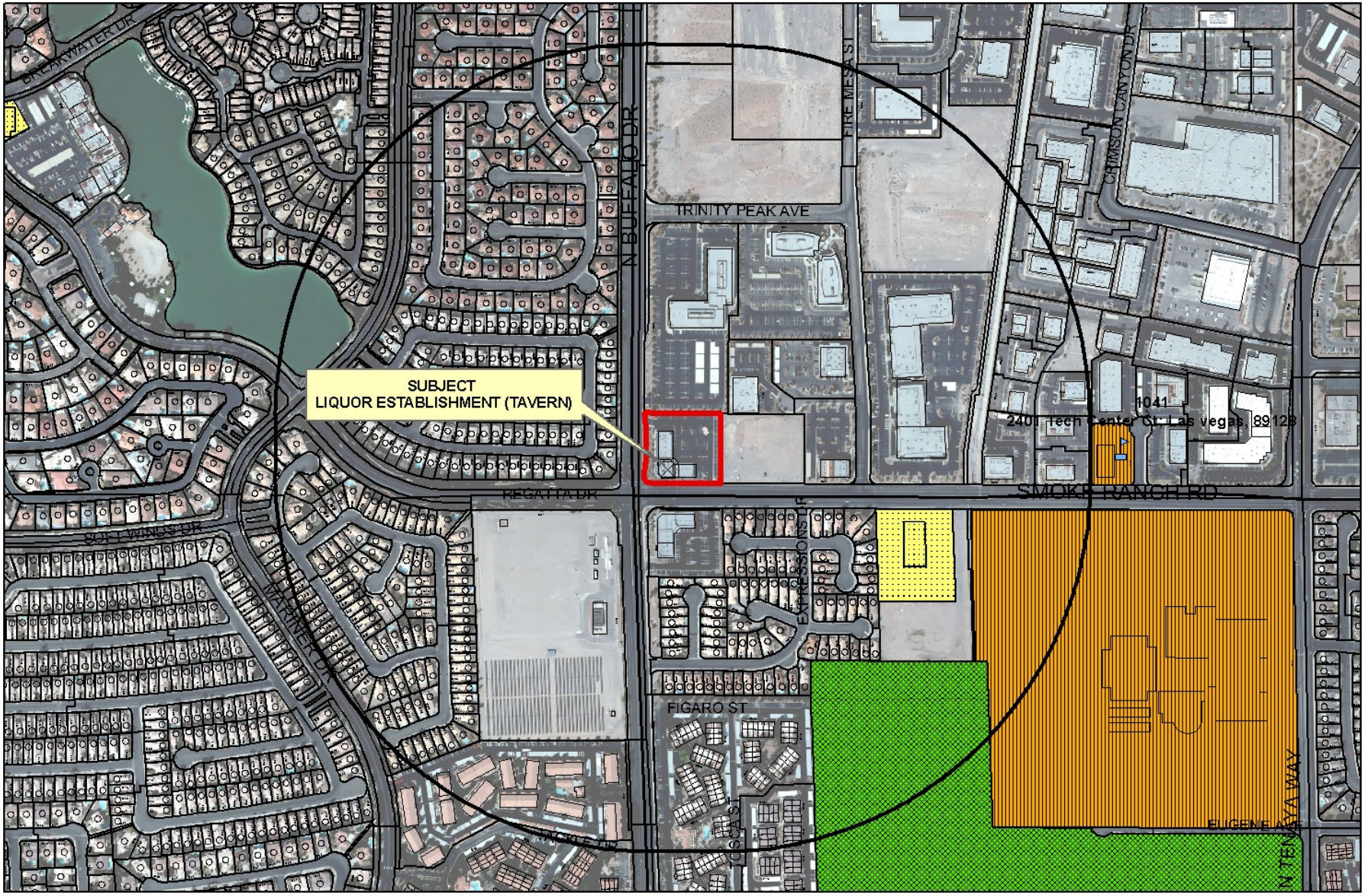
RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

CASE: **EOT-42455**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



EOT-42455

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 270 540 1,080 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BECKER ENTERPRISES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-42455	Staff recommends APPROVAL, if approved subject to conditions:	None

** CONDITIONS **

EOT-42455 CONDITIONS

Planning

1. This request for an Extension of Time of a non-conforming Tavern located at 2400 North Buffalo Drive shall expire on July 19, 2012 unless another Extension of Time is approved by the City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time for a former non-conforming Tavern located at 2400 North Buffalo Drive. In May 2004, the applicant received approval for a Special Use Permit (SUP-3896) for a Liquor Establishment (Tavern) with a waiver from the 1,500 foot distance separation from an existing school, church, and city park, but due to changes to Title 19.12 of the Unified Development Code, the business is now in too close proximity to an additional daycare facility/school to the east, thereby making the Tavern a non-conforming use. On July 19, 2010, business license L16-00033 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.

As the applicant meets the requirements outlined in Bill 2010-40, Ordinance 6114 to request a one-year extension of time, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/04/04	The City Council approved a request for a Rezoning (ZON-2457) from U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 3.88 acres adjacent to the northeast corner and southeast corners of Smoke Ranch Road and Buffalo Drive. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-3896) for a Liquor establishment (Tavern) and a waiver from the 1,500 foot distance separation requirement from an existing school, church, and city park.
	The City Council approved a related request for a Site Development Plan Review (SDR-2458) for two proposed commercial buildings.
02/06/08	The City Council approved a request for a Special Use Permit (SUP-25476) for a proposed Auto Title Loan with a waiver to allow a 94-foot distance separation from a residential use where 200 feet is required at 2400 North Buffalo Drive. The Planning Commission and staff recommended denial.

Most Recent Change of Ownership	
06/29/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/12/06	A business license (R09-01330) was issued for a Restaurant at 2400 North Buffalo Drive. The license was classified as "Out of Business" on 07/02/10.
02/01/06	A business license (C20-02239) was issued for Convention Hall Tax at 2400 North Buffalo Drive. The license was classified as "Out of Business" on 09/30/08.
02/01/06	A business license (G01-02240) was issued for Restricted Gaming at 2400 North Buffalo Drive. The license was classified as "Out of Business" on 09/30/08.
07/06/10	A business license (L16-00033) was issued for a Tavern at 2400 North Buffalo Drive. The license was classified as "Out of Business" on 07/19/10.
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	1.99

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Offices, Restaurant, Financial Institution, Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
North	Offices	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
South	Retail Establishments, Health Club	SC (Service Commercial)	C-1 (Limited Commercial)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Undeveloped Land	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan designation)]
West	Single Family Residences	ML (Medium-Low Density Residential)	R-PD5 (Residential Planned Development-5 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

In May 2004, the applicant received approval for a Special Use Permit (SUP-3896) for a Liquor Establishment (Tavern) with a waiver from the 1,500 foot distance separation from an existing school, church, and city park, but due to changes to Title 19.12 of the Unified Development Code, the business is now in too close proximity to an additional daycare facility/school to the east, thereby making the Tavern a non-conforming use. On July 19, 2010, business license L16-00033 for a Tavern was classified as out of business with no subsequent licenses applied for at the subject site. There have not been any changes in land use or new development in the surrounding areas, nor have there been any significant licensing issues or negative police reports for 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 application 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) due to the poor economic conditions in Las Vegas. As the applicant meets the requirements outlined in Bill 2010-40, Ordinance 6114 to request a one-year extension of time, staff is recommending approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 777 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-42455 APN: 138-15-402-001

Name of Property Owner: Becker Enterprises, LLC

Name of Applicant: Becker Enterprises, LLC

Name of Representative: Ed Garcia

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: Bruce Becker

Subscribed and sworn before me

This 12 day of July, 2011

Rosa Valantasis

Notary Public in and for said County and State

NOTARY PUBLIC
ROSA VALANTASIS
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. AUG. 29, 2012
No: 08-7819-1

RECEIVED
JUL 12 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 2400 N. Buffalo

Project Name Becker Steakhouse **Proposed Use** Tavern

Assessor's Parcel #(s) 138-15-402-001 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing G1 proposed C-1

Commercial Square Footage 2498 SF **Floor Area Ratio** _____

Gross Acres 2.04 Ac **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Becker Enterprises, LLC **Contact** Matt Becker

Address 50 South Jones **Phone:** 579-0235 **Fax:** 878-1057

City Las Vegas **State** NV **Zip** 89107

E-mail Address _____

APPLICANT Becker Enterprises **Contact** Matt Becker

Address 50 South Jones **Phone:** 579-0235 **Fax:** 878-1057

City Las Vegas **State** NV **Zip** 89107

E-mail Address _____

REPRESENTATIVE Jones Vargas **Contact** Ed Garcia

Address 3773 Howard Hughes Pk, 3rd Fl So. **Phone:** 862-3300 **Fax:** 734-2722

City Las Vegas **State** NV **Zip** 89169

E-mail Address emg@jonesvargas.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 Bruce F. Becker

Subscribed and sworn before me

This 12th day of July, 20 11.

Rosa Valantasis

Notary Public in and for said County and State

NOTARY PUBLIC
ROSA VALANTASIS
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. AUG. 29, 2012
No: 08-7819-1

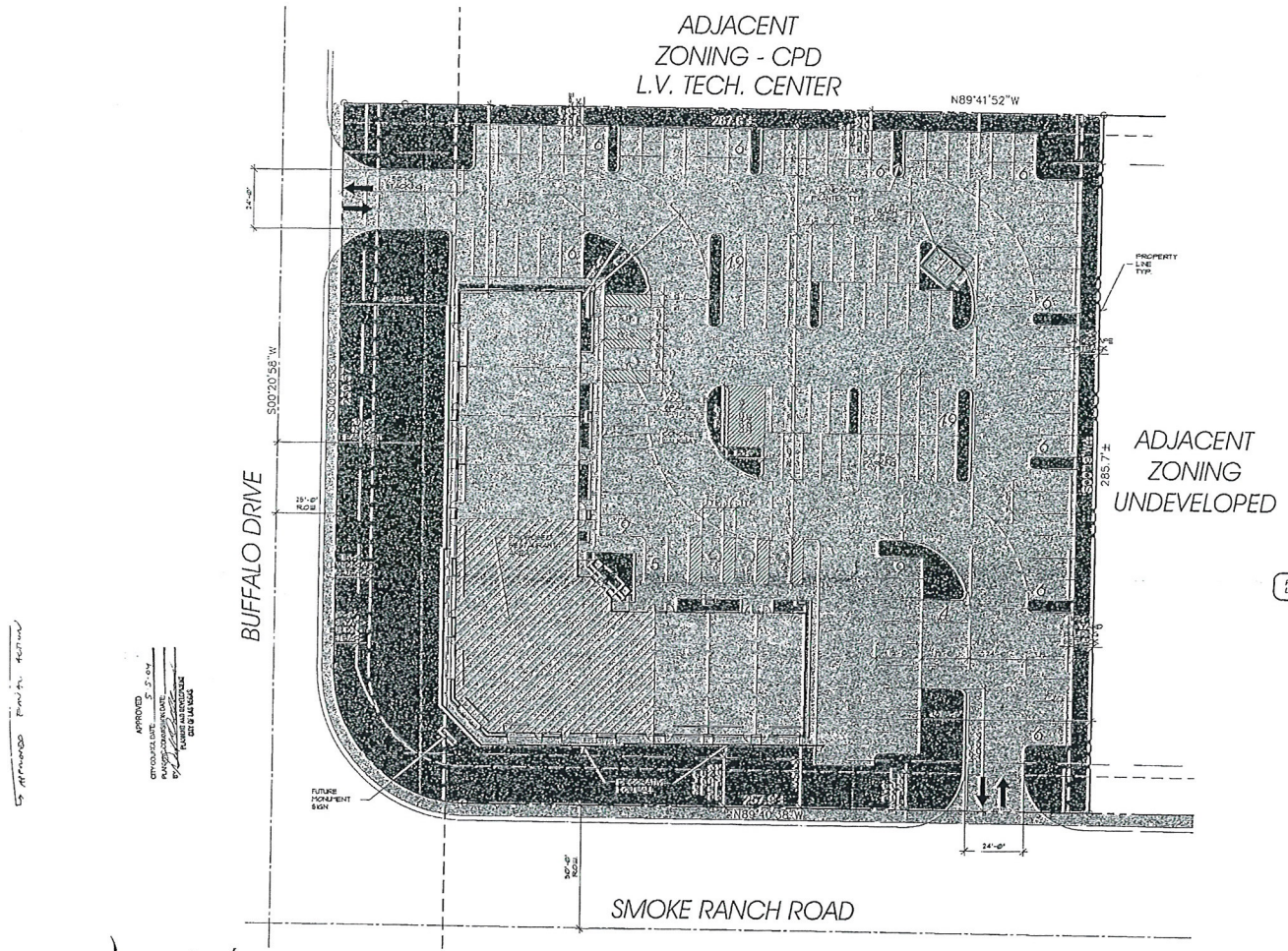
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-42455
Meeting Date:	$800
Total Fee:	9/21/11 CC
Date Received:*	7/12/11
Received By:	

RECEIVED
JUL 12 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



Site Plan

Scale: 1" = 20'-0"

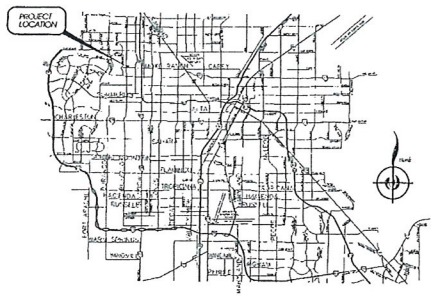
Site Data

ASSESSORS PARCEL NUMBER (APN)		138-15-402-001
CURRENT ZONING		U
PROPOSED ZONIG		C-1
PARCEL AREA		
SITE GROSS	+/- 2.04 ACRES GROSS	88,716 S.F.
BUILDING AREA GROSS		+/- 14,000 S.F.
BUILDING SITE COVERAGE		17 PERCENT
PARKING REQUIRED		
RESTAURANT 2,498 SF (PUBLIC)	1/50 S.F.	50 SPACES
REMAINING RESTAURANT 3,630 SF	1/200 S.F.	18 SPACES
REMAINING RETAIL 7,872 SF	1/175 S.F.	45 SPACES
TOTAL PARKING REQUIRED		113 SPACES
PROVIDED	8.5/1000 S.F.	119 SPACES

Owner / Developer

INVESTMENT EQUITY BUILDERS
4560 S. DECATUR , SUITE 200
LAS VEGAS, NEVADA 89103
DAVID L. INMAN (702) 871-4545

Vicinity Map



Note: This plan is Conceptual in Nature and No Guarantee of its accuracy is implied.

Tech Retail Center I

February 9, 2004

Schematic Design

Las Vegas, Nevada

© Copyright Indigo Architecture, Inc. 2004

Indigo Architecture, Inc.
8912 S. Maryland Pkwy, Ste. 200
Las Vegas, Nevada 89123

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JUL 12 2011
EOT-42455

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

DOUGLAS A. SELBY
CITY MANAGER

June 28, 2004

Donna F. Beam Revocable Trust
3235 South Rainbow Boulevard, Suite #201
Las Vegas, Nevada 89146

RE: SUP-3896 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 5, 2004

Dear Applicant:

The City Council at a regular meeting held May 5, 2004 APPROVED the request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (TAVERN) AND A WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING SCHOOL, CHURCH, AND CITY PARK adjacent to the northeast corner of Smoke Ranch Road and Buffalo Drive (APN 138-15-402-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on May 6, 2004. This approval is subject to:

Planning and Development

1. The 24-hour operation shall be reviewed in one year by the City Council.

2. The Special Use Permit shall be for the proposed use only. If any changes are made to the proposed use, then the Special Use Permit will void and a new Special Use Permit will be required.

3. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (Tavern).

4. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

5. Approval of a subsequent Rezoning (ZON-2457) and Site Development Plan Review (SDR-2458) by the Planning Commission and City Council.

6. All City Code requirements and design standards of all City departments must be satisfied.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

RECEIVED
JUL 12 2011
EOT-42455

JOSEPH W. BROWN
ALBERT F. PAGNI
JOHN P. SANDE, III
WILLIAM J. RAGGIO
GARY R. GOODHEART
MICHAEL E. BUCKLEY
RICHARD F. JOST
DOUGLAS M. COHEN
KEVIN R. STOLWORTHY
JAMES L. WADHAMS
JODI R. GOODHEART
PAUL A. LEMCKE
MICHAEL G. ALONSO
ANN MORGAN
KRIS T. BALLARD

WILLIAM C. DAVIS, JR.
KARL L. NIELSON
PATRICK J. SHEEHAN
JOHN P. DESMOND
SCOTT M. SCHOENWALD
CONSTANCE L. AKRIDGE
RICHARD M. TRACHOK, II
EDWARD M. GARCIA
ELIZABETH FIELDER
MOLLY MALONE REZAC
BRIAN R. IRVINE
MATTHEW T. MILONE
BRETT J. SCOLARI
AMANDA J. COWLEY
TRACY A. DIFILLIPPO

CLIFFORD A. JONES (1912 - 2001)
HERBERT M. JONES (1914 - 2008)
GEORGE L. VARGAS (1909 - 1985)
JOHN C. BARTLETT (1910 - 1982)
LOUIS MEAD DIXON (1919 - 1993)
GARY T. FOREMASTER (1953 - 1998)

JONES VARGAS

ATTORNEYS AT LAW
3773 HOWARD HUGHES PARKWAY
THIRD FLOOR SOUTH
LAS VEGAS, NEVADA 89169

TEL (702) 862-3300 FAX (702) 734-2722

WWW.JONESVARGAS.COM

JUSTIN J. BUSTOS
DANIEL S. CEREGHINO
KENNETH K. CHING
CONOR P. FLYNN
BENJAMIN W. KENNEDY
WAYNE O. KLOMP
VAR E. LORDAHL, JR.

RICHARD A. RAWSON
JOHN P. SANDE, IV
BRADLEY SCOTT SCHRAGER
JESSE A. WADHAMS
GORDON H. WARREN
SHANNON C. WITTENBERGER*

MELVIN D. CLOSE, JR.
RICHARD G. BARRIER

JEFFERY S. GEEN
OF COUNSEL

CATHERINE A. SOURK
EXECUTIVE DIRECTOR

Writer's Direct Line
(702) 862-3317
E-Mail Address
emg@jonesvargas.com

July 12, 2011

City of Las Vegas - Department of Planning
3rd Floor, City Hall
400 Stewart Ave.
Las Vegas, NV 89101

Hand Delivered

RE: Justification Letter for Extension of Time Application for 2400 Buffalo Location

Department of Planning:

Please be advised that this firm represents Becker Enterprises, LLC d/b/a Becker Steakhouse (hereinafter referred to as the "***Applicant***"). This letter serves as justification for support of the accompanying application for an extension of time for a tavern/liquor establishment at the above referenced location.

In March 2004, the City of Las Vegas issued a Liquor Establishment (Tavern) special use permit and distance requirement waivers to the location. The location ceased operations on July 19, 2010. The location has previously been determined to be non-conforming use. Therefore, it maintains its approvals for one year before an extension of time must be filed. Accordingly, this application for an extension of time serves to maintain the referenced approvals at the location until such time as a new operator can be located.

Becker's Steakhouse has been operating since 2004 in a single story commercial complex, with a valid Liquor Establishment (Tavern) permit. The Planning Commission had determined that the prior approved land use application was harmonious and compatible with the existing surrounding land uses based on the C-1 zoning designation.

The Applicant respectfully requests approval of this Extension of Time Application.

RENO OFFICE
300 EAST SECOND STREET, SUITE 1510, RENO, NEVADA 89501 TEL (775) 786-5000 FAX (775) 786-1177
*LICENSED IN WISCONSIN ONLY

RECEIVED
JUL 12 2011
EOT-42455

If you would like to further discuss this matter, please do not hesitate to contact me. Additionally, please send a copy of all future correspondence relating to this matter to my attention.

Very truly yours,

JONES VARGAS

Edward M. Garcia

EMG/ab
1607585.docx

RECEIVED
JUL 12 2011
EOT-42455

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

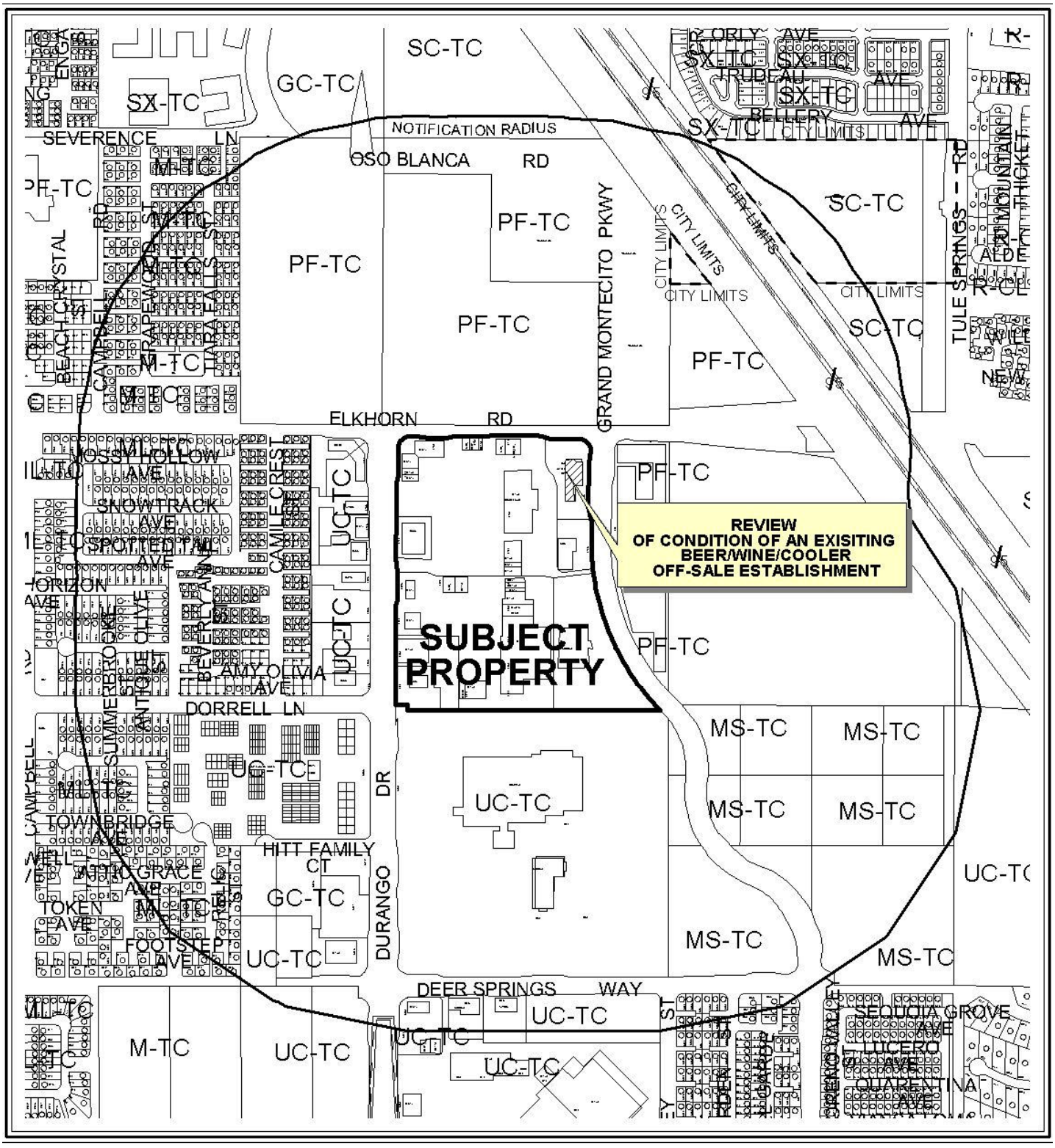
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-42775 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: FABULOUS FREDDY'S - OWNER: PKKL, LLC - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-15086) TO DELETE CONDITION NUMBER 4 THAT PROHIBITED THE SALE OF INDIVIDUAL SIZE CONTAINERS OF BEER, WINE COOLERS OR SCREW CAP WINE at 7155 Grand Montecito Parkway (APN 125-20-510-018), T-C (Town Center) 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**

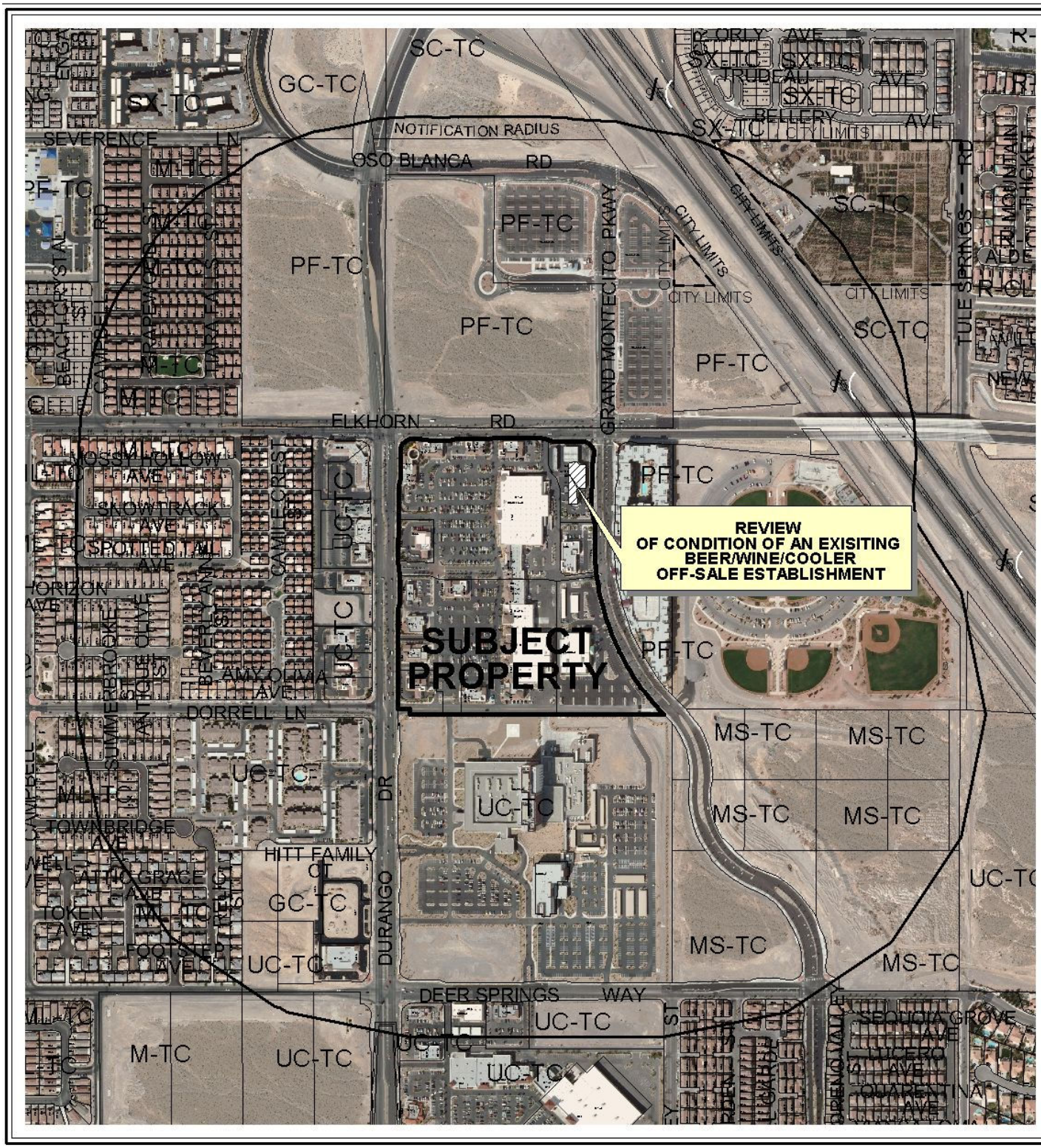
RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-15086
5. Justification Letter



CASE: ROC-42775

ZONING OF SUBJECT PROPERTY: T-C (Town Center)

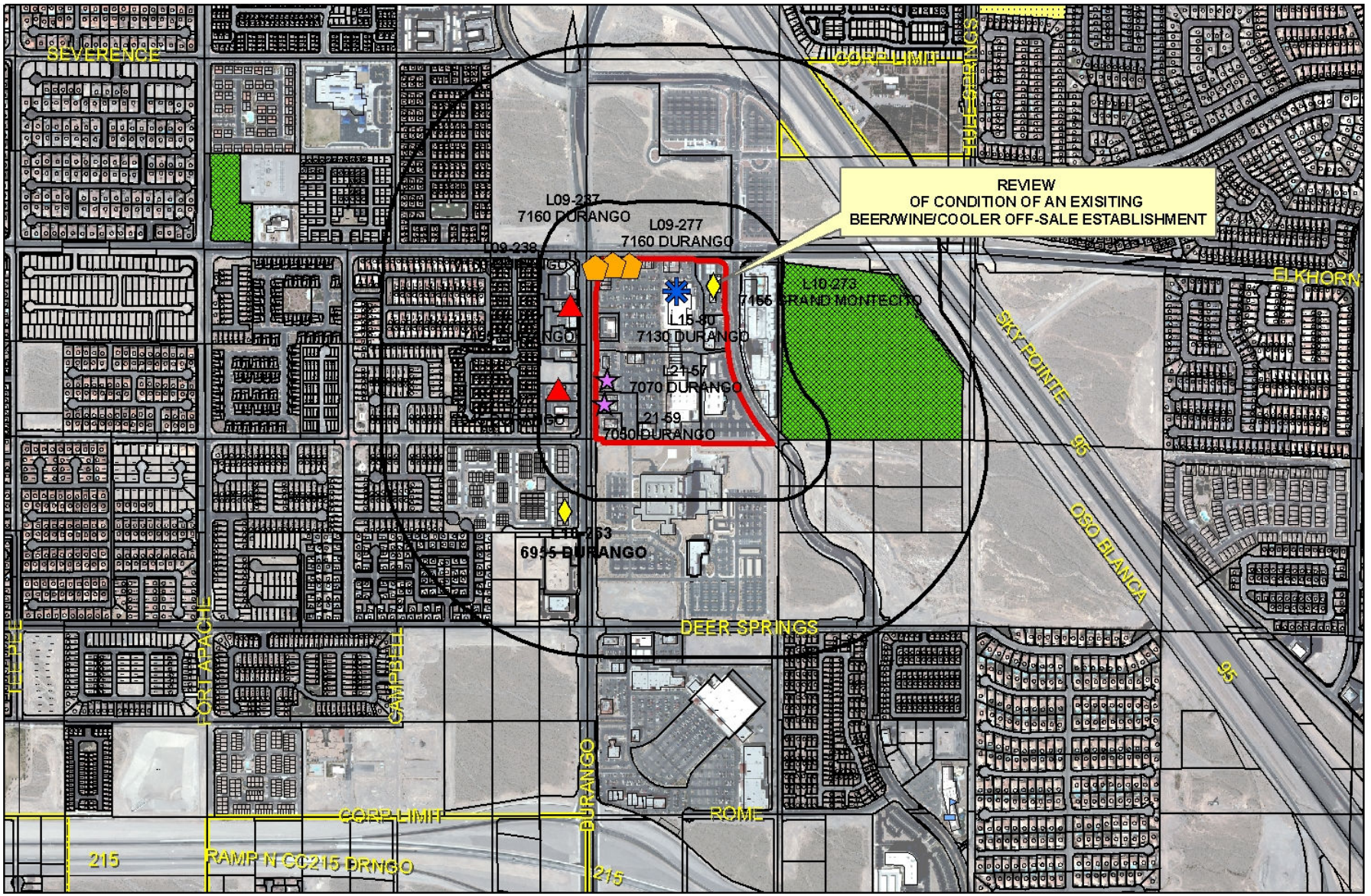


0 400 800 Feet

CASE: ROC-42775

ZONING OF SUBJECT PROPERTY: T-C (Town Center)

N



ROC-42775

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 & 1500 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION:

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-42775	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-42775 CONDITIONS

Planning

1. Condition #4 of Special Use Permit (SUP-15086) shall be deleted.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-15086) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a Convenience Store with a car wash at 7155 Grand Montecito Parkway. The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-15086) to delete condition #4 that prohibited the sale of individual containers of beer, wine coolers, or screw cap wine. There is a city park located to the east and package liquor sales within a grocery store to the west (no restrictions prohibiting the sale of individual containers) within the 400-foot distance separation requirement. Additionally, there is a beer/wine/cooler off-sale establishment located approximately 1,288 feet to the southwest with a condition that restricts the sale of beer and wine coolers to their original manufacturer's configuration of four or six packs.

While there are no negative police reports or significant license related issues at the subject site, the proposed removal of this condition is not appropriate as the intensification of the use through the allowance of the sale of individual containers could have a negative effect on the surrounding area and the site is situated in too close proximity to a protected use (City Park); therefore, staff is recommending denial.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/01/06	The City Council approved a request for a Special Use Permit (SUP-10149) for a proposed drive-through facility at the southwest corner of Elkhorn Road and Grand Montecito Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-10798) for an Automobile Maintenance (Oil and Lube) Facility.
	The City Council approved a related request for a Site Development Plan Review (SDR-10148) for a Drive-Through Facility in conjunction with a proposed 4,975 square-foot Convenience Store, a 4,071 square-foot Carwash (Automatic); and a 1,748 square-foot Automobile Maintenance Facility (Oil and Lube).
09/20/06	The City Council approved a request for a Special Use Permit (SUP-15085) for gaming in conjunction with a proposed Convenience Store at the southwest corner of Elkhorn Road and Grand Montecito Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-15086) for Liquor Sales in conjunction with a proposed Convenience Store.
	The City Council approved a related request for a Special Use Permit (SUP-15087) for a proposed Car Wash.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
	The City Council approved a related request for a Special Use Permit (SUP-15088) for Gasoline Sales in conjunction with a proposed Convenience Store.
	The City Council approved a related request for a Special Use Permit (SUP-15230) for a proposed Convenience Store.
01/09/08	The City Council approved a request for a Special Use Permit (SUP-25017) for an Automobile Maintenance [Auto Repair Garage (Minor)] Facility at 7155 Grand Montecito Parkway. The Planning Commission and staff recommended approval.
07/06/11	A Code Enforcement case (103535) was processed for the sale of individual containers of beer/wine/coolers at 7155 Grand Montecito Parkway. The case is still open.

Most Recent Change of Ownership	
06/20/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/25/07	A business license (C02-00410) was issued for a Car Wash at 7155 Grand Montecito Parkway. The license is still active.
10/25/07	A business license (C05-02577) was issued for the sale of Retail Tobacco at 7155 Grand Montecito Parkway. The license is still active.
10/25/07	A business license (C20-02310) was issued for Convention Hall Tax at 7155 Grand Montecito Parkway. The license is still active.
10/25/07	A business license (G01-02310) was issued for Restricted Gaming at 7155 Grand Montecito Parkway. The license is still active.
10/25/07	A business license (L10-00273) was issued for Beer/Wine/Cooler Off-Sale at 7155 Grand Montecito Parkway. The license is still active.
02/22/08	A business license (C15-00360) was issued for a Convenience Store at 7155 Grand Montecito Parkway. The license is still active.
03/25/08	A business license (G02-00798) was issued for an Auto Repair Garage, Minor at 7155 Grand Montecito Parkway. The license is still active.
08/22/08	A business license (R05-00595) was issued for a Take-Out Restaurant at 7155 Grand Montecito Parkway. The license is still active.
05/19/10	A business license (B02-00136) was issued for a Bakery at 7155 Grand Montecito Parkway. The license is still active.
There are no recent building permits issued for the subject site.	

Pre-Application Meeting	
07/28/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition to delete condition #4 of the Special Use permit (SUP-15086).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/04/11	Staff conducted a field inspection of the subject site and found the area clean and free of trash/debris with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	1.49

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store with Car Wash	[UC-TC (Urban Center Mixed Use- Town Center) Special Land Use Designation]	T-C (Town Center)
North	Transportation Facility	[PF-TC (Public Facilities- Town Center) Special Land Use Designation]	T-C (Town Center)
South	Medical Offices	[UC-TC (Urban Center Mixed Use- Town Center) Special Land Use Designation]	T-C (Town Center)
East	Apartments	[UC-TC (Urban Center Mixed Use- Town Center) Special Land Use Designation]	T-C (Town Center)
West	Shopping Center	[UC-TC (Urban Center Mixed Use- Town Center) Special Land Use Designation]	T-C (Town Center)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Montecito Town Center	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for a Review of Condition of a previously approved Special Use Permit (SUP-15086) to delete condition #4 that states, "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

Since the approval of the Special Use Permit in September 2006, there has been no negative police activity or significant licensing issues at the subject site. There is a city park located to the east and package liquor sales within a grocery store to the west (no restrictions prohibiting the sale of individual containers) within the 400-foot distance separation requirement. Additionally, there is a beer/wine/cooler off-sale establishment located approximately 1,288 feet to the southwest with a condition that restricts the sale of beer and wine coolers to their original manufacturer's configuration of four or six packs.

FINDINGS

While there are no negative police reports or significant license related issues at the subject site, the proposed removal of this condition is not appropriate as the intensification of the use through the allowance of the sale of individual containers could have a negative effect on the surrounding area and the site is situated in too close proximity to a protected use (City Park); therefore, staff is recommending denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 872 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-42775 APN: 125205 10018

Name of Property Owner: PKKL LLC

Name of Applicant: Fabulous Freddy's

Name of Representative: Jeff Warnick

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: Katherine Lam

Print Name: Katherine Lam

Subscribed and sworn before me

This _____ day of _____, 20____

SEE ATTACHED JURAT

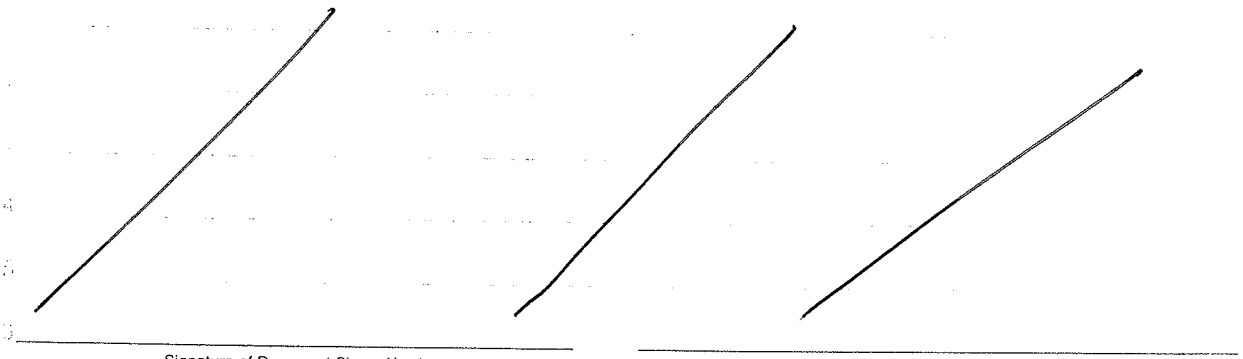
_____

Notary Public in and for said County and State

RECEIVED
AUG 09 2011

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

8th (Date) day of August (Month), 2011 (Year), by

(1) Katherine Lam (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) N/A (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

DAVID I. FARBER
Commission # 1811073
Notary Public - California
Orange County
My Comm. Expires Sep 12, 2012

Place Notary Seal Above

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Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Document Date: _____ Number of Pages: _____

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REVIEW OF CONDITION - SUP 15086

Project Address (Location) 7155 GRAND MONTECITO PARKWAY, LAS VEGAS NV

Project Name FABULOUS FREDDY'S **Proposed Use** SAME

Assessor's Parcel #(s) 125205 10018 **Ward #** 6

General Plan: existing IC proposed NA **Zoning:** existing UCTC proposed NA

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.49 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER PKKL LLC **Contact** Katherine Lam

Address 2434 E. Valley Glen Lane **Phone:** 7146314890 **Fax:** _____

City Orange **State** CA **Zip** 92867

E-mail Address _____

APPLICANT FABULOUS FREDDY'S **Contact** JEFF WARNEK

Address 4350 South Durango Dr. #100 **Phone:** 933-5374 **Fax:** 933-5379

City LAS VEGAS **State** NV **Zip** 89147

E-mail Address jeff@fabfred.com

REPRESENTATIVE SAME **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Katherine Lam

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Katherine Lam

Subscribed and sworn before me SEE ATTACHED JURAT

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	ROC-42775
Meeting Date:	9/21/11 CC
Total Fee:	$1,080
Date Accepted:	8/29/11
Accepted By:	

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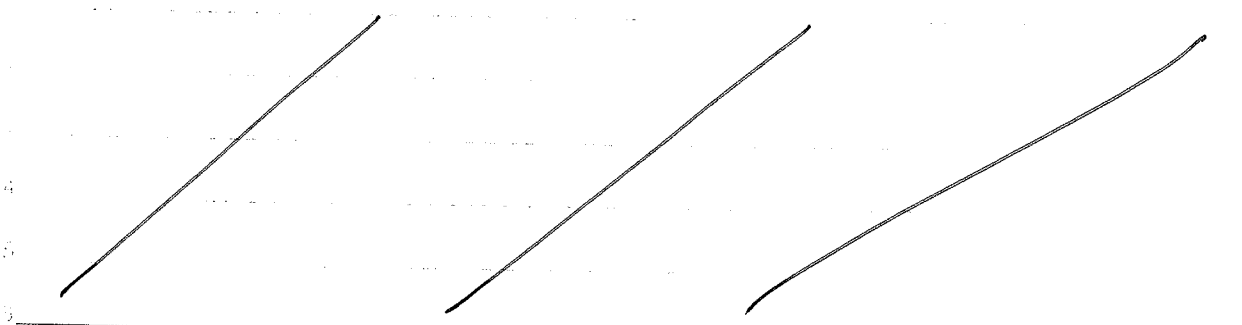
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

8th day of August, 2011, by

(1) Katherine LAM,

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) N/A,

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____

Signature of Notary Public

DAVID I. FARBER
Commission # 1811073
Notary Public - California
Orange County
My Comm. Expires Sep 12, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

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Top of thumb here	Top of thumb here

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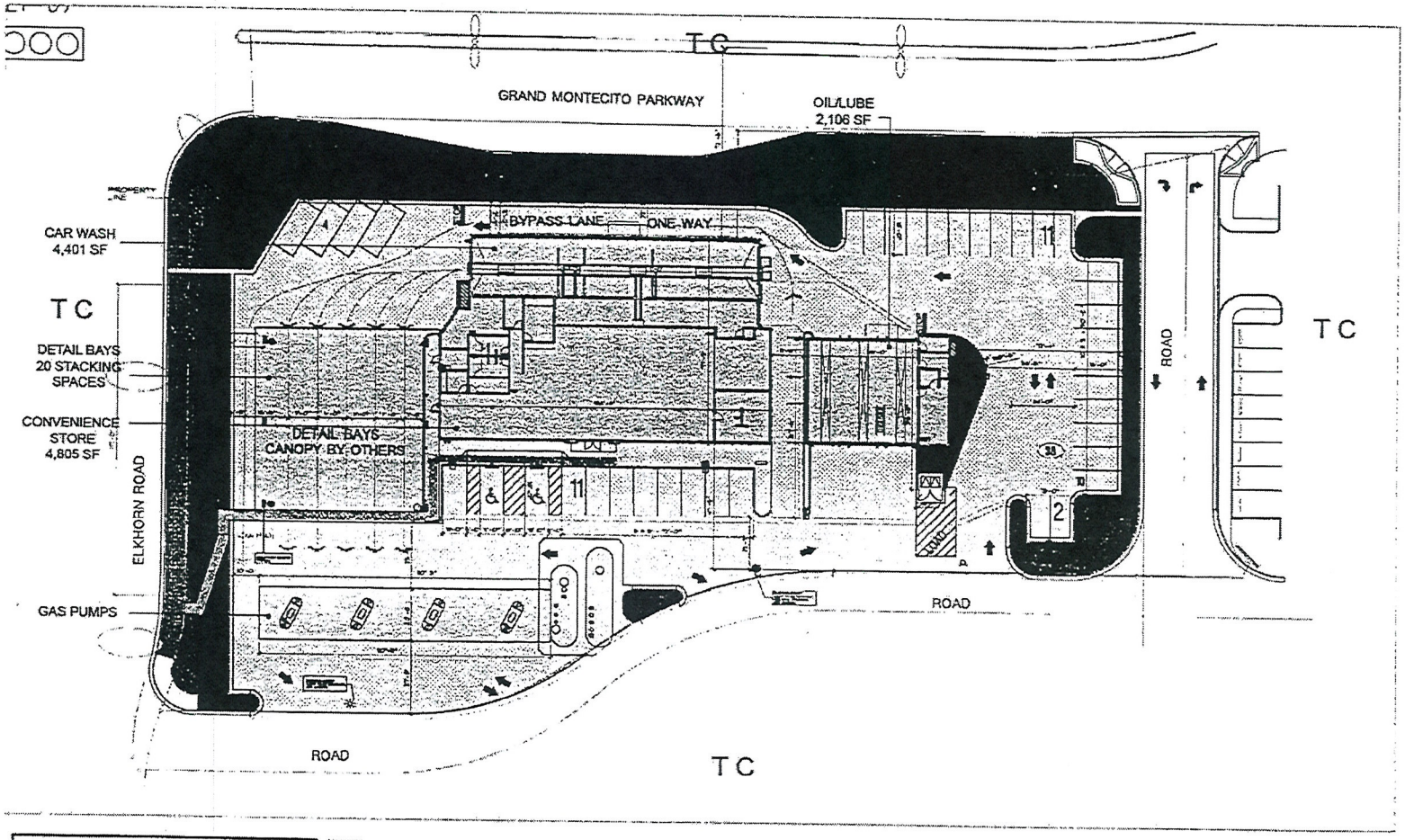
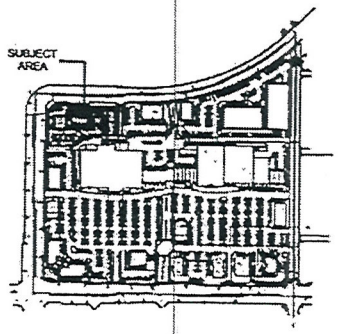
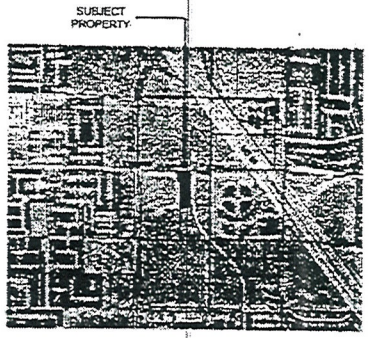




AREA MAP



VACINITY MAP

SUMMARY	
OWNER INFORMATION: FABULOUS FREDDYS CAR WASH 1004 PARK RUN SUITE 110 LAS VEGAS, NV 89145 SITE LOCATION: APN: 125205110018 LAS VEGAS, NEVADA 89149	PROPERTY INFORMATION: GROSS LAND AREA: 81,330 SQ FT. NET LAND AREA 66,075 SQ FT BUILDING AREA: 13,045 SQ FT F A R (FLOOR AREA RATIO) 13,045/65,075 = 0.295 X 100 = 20.0%
PARKING ANALYSIS: CONVENIENCE STORE: 1 STALL PER 200 SF 4,805/200 = 24 STALLS CAR WASH: 1 STALL/EMP 6 STALLS OIL/LUBE: 2 STALLS PER SERVICE BAY 6 STALLS TOTAL PARKING REQUIRED: 36 STALLS	TOTAL PARKING PROVIDED: 38 STALLS

COLOR KEY

- RESIDENTIAL BLDG.
- MULTI FAMILY BLDG.
- COMMERCIAL BLDG.
- LANDSCAPE
- LANDSCAPE BY CLARK COUNTY
- PAVEMENT
- INDUSTRIAL BLDG.
- PUBLIC BLDG.

SITE PLAN

SCALE: 1" = 40'-0"

rsj architecture

8375 west flamingo rd. ste 100
las vegas, nv 89147
p. 798. 7839
f. 798. 7849
www.rsjarchitecture.com

north PRELIMINARY - NOT FOR CONSTRUCTION

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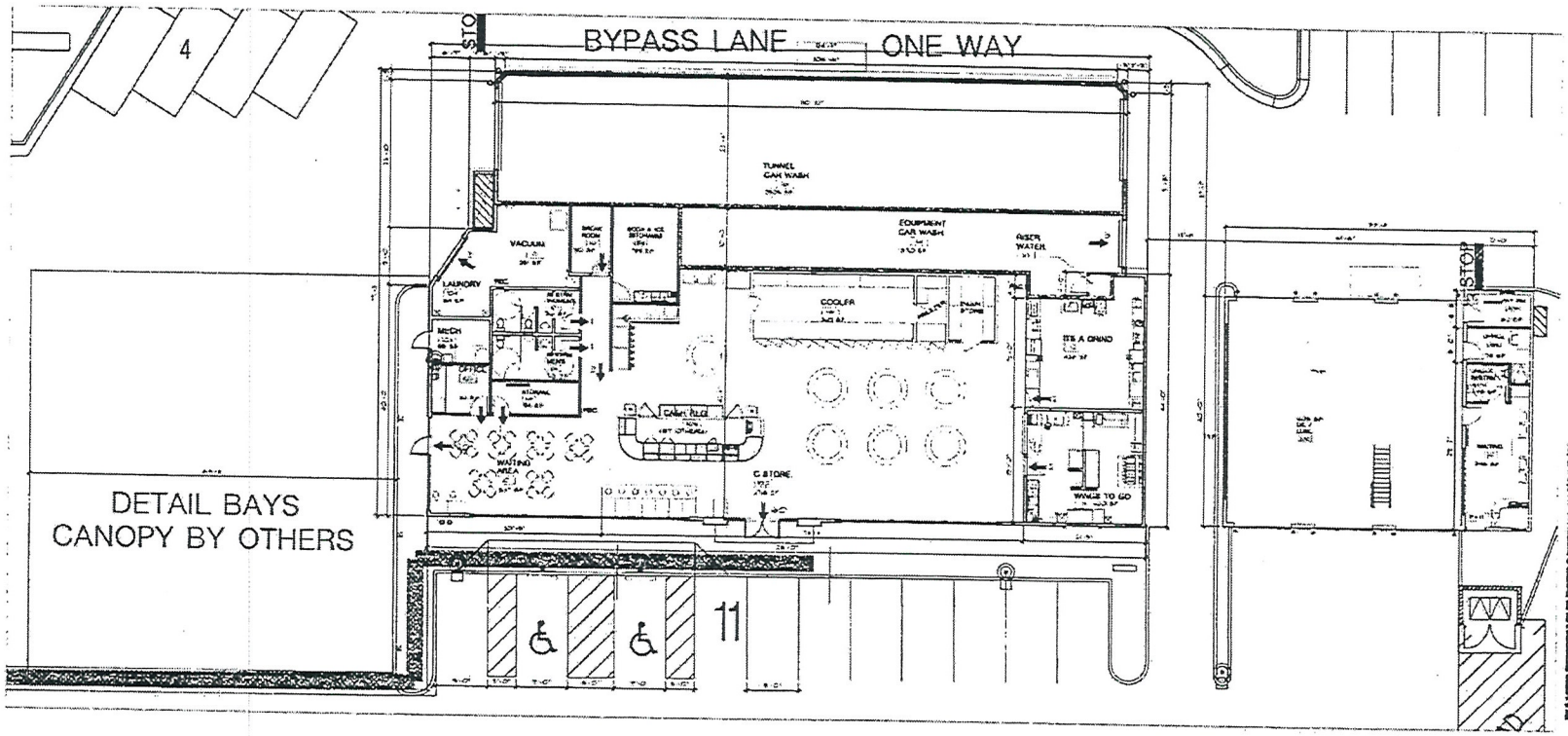
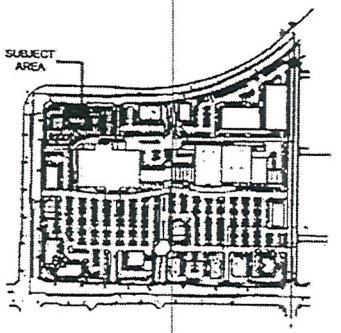
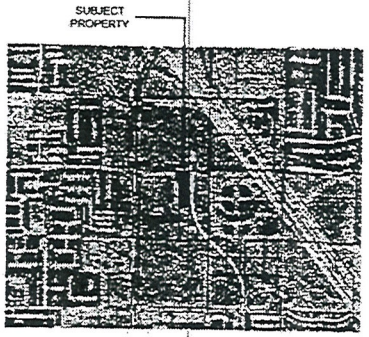




AREA MAP



VACINITY MAP

SUMMARY	
OWNER INFORMATION: FABULOUS FREDDYS CAR WASH 10061 PARK RUN SUITE 110 LAS VEGAS, NV 89145 SITE LOCATION: APN: 125205100 18 LAS VEGAS, NEVADA 89149	PROPERTY INFORMATION: GROSS LAND AREA: 81,320 SQ FT NET LAND AREA 65,075 SQ FT BUILDING AREA 13,045 SQ FT F A R (FLOOR AREA RATIO): 13,045/65,075 = 0.285 x 100 = 20.0%

FLOOR PLAN

SCALE: 1" = 20'-0"

rsj architecture

8375 west flamingo rd. ste 100
las vegas, nv 89147
P. 798. 7839
F. 798. 7849
www.rsjarchitecture.com

PRELIMINARY - NOT FOR CONSTRUCTION

ROC-42775

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LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

September 21, 2006

Ms. Melanie Chiang
PKKL, LLC
2434 East Valley Glenn Lane
Orange, California 92867

RE: SUP-15086 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 20, 2006
RELATED TO SUP-15085, SUP-15087, SUP-15088 AND SUP-15230

Dear Ms. Chiang:

The City Council at a regular meeting held September 20, 2006 APPROVED the request for a Special Use Permit FOR LIQUOR SALES IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE at the southwest corner of Elkhorn Road and Grand Montecito Parkway (APN 125-20-510-018), T-C (Town Center) Zone [Mixed-Use Commercial Montecito Town Center Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 21, 2006. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permits (SUP-10149, SUP-10798, SUP-15085, SUP-15087, SUP-15088, and SUP-15230) and Site Development Plan Review (SDR-10148) 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. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

5. 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

18112-001-06-05
CLV 7009

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ROC-42775

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
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Fred Smith
Fabulous Freddy's Car Wash
10091 Park Run Avenue, Suite #110
Las Vegas, Nevada 89145

Terfoam Tesfamariam
VSJ Architecture
8375 West Flamingo Road, Suite #100
Las Vegas, Nevada 89147

ROC-42775

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FABULOUS FREDDY'S

4350 S. Durango Drive, Suite 100 • Las Vegas, Nevada 89147
P: (702) 933-5374 • F: (702) 933-5379

July 20, 2011

RE: Case #103535

To Whom It May Concern:

This letter is to respectfully request a review of a condition on our special use permit attached to our Fabulous Freddy's location at 7155 Grand Montecito Parkway in the City of Las Vegas. Specifically condition #4 of special use permit SUP-15086 prohibits the sale of individual containers of any size of beer, wine coolers or screw cap wine. We request that this condition be removed so that we are allowed to sale these types of products to our customers who demand that we carry them. Most every convenience store in Las Vegas is selling these types of containers and prohibiting us from being able to sell individual containers of beer or wine would significantly impact our business in a negative way.

We look forward to meeting with you to resolve this issue in a timely manner.

Sincerely,

Fred Smith
Owner/CEO

ROC-42775

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FABULOUS FREDDY'S CAR WASH
FABULOUS FREDDY'S EXPRESS LUBE
FABULOUS FREDDY'S GAS and Convenience STORE
Fabulous VALET
Fabulous MOBILE Carwash & Detailing

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 21, 2011

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

SUBJECT:
DIR-42742 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For the possible action on a Required Review of an annual development report as required by Section 11.01 of the Howard Hughes Properties, Limited Partnership for the Summerlin West Area generally located west of the I-215 Beltway and north of Charleston Boulevard (APN multiple), Ward 2 (Wolfson). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Summerlin West Development Agreement 24-Month Report Detailed Review – July 29, 2011

City of Las Vegas

AGENDA MEMO

CITY COUNDIL MEETING DATE: SEPTEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-42742	Staff recommends APPROVAL.	N/A

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for the approval of a two-year development agreement report as required by Nevada Revised Statutes Chapter 278.0205 and Section 11.1 of the Howard Hughes Properties, Limited Partnership for the Summerlin West Area Development Agreement between Howard Hughes Corporation ('Owner") and the city of Las Vegas on February 24, 1997 as amended by November 19, 2003.

The Department of Planning has reviewed the submitted development report and has determined that the Owner is currently in compliance with the requirements of the Summerlin West Development Agreement. Staff recommends approval of the two-year development report as submitted.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/27/97	The City Council approved a Development Agreement (DA-0001-96) for Summerlin West. The Planning Commission and staff recommended approval.
02/28/97	The City Council approved the Annexation [A-0020-96(A)] of 8,318 acres west of I-215 between Charleston Boulevard and Cheyenne Avenue. The Planning Commission and staff recommended approval.
02/28/97	The City Council approved a Rezoning (Z-0119-96) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on approximately 8,318 acres in the Summerlin West area. The Planning Commission and staff recommended approval.
11/19/03	The City Council approved a First Amendment to Development Agreement between the City of Las Vegas and the Howard Hughes Corporation for the Summerlin West Area. The Real Estate Committee and staff recommended approval.
09/16/09	The City Council approved a Required Review (DIR-35264) of an annual development report as required by Section 11.01 of the Howard Hughes Properties, Limited Partnership for the Summerlin West Area. Staff recommended approval.

Pre-Application Meeting	
N/A	A pre-application conference was not required for this application, nor was one held.

Neighborhood Meeting	
N/A	A neighborhood meeting was not required for this application, nor was one held.

Development Agreement Compliance

REVIEW AND DEFAULT REQUIREMENTS				
CATEGORY	**REFERENCE**	**PERFORMANCE REQUIREMENT**	**PROGRESS**	**STATUS**
Number of residential units approved	DA 4.04; First Amendment 21	Maximum of 30,000 possible residential units	4,964 units approved through TMP or SDR	In compliance
Square footage of Commercial Space	DA 4.04; First Amendment 21	Up to 5,850,000 square feet of commercial floor space on up to 508 acres of land	94,000 square feet of commercial floor space on 11.2 acres	In compliance

ANALYSIS

In accordance with Nevada Revised Statutes (NRS) Chapter 278 and Section 11.01 of the Summerlin West Development Agreement, the Owner is required to submit a development report at least once every 24 months documenting compliance with the terms of the agreement during the preceding two years. The report is subject to review and consideration by the City Council. This review is for the period of September 2009 to September of 2011. The next review period will end in September 2013.

The information provided by the Master Developer details continued conformance with the Summerlin West Development Agreement and notes minor updates in the report from that of the one from two years ago. Such updates include a dwelling unit count increase of 283 units, adjusted levels of park credits for each village and the revised acreage of "programmable space" provided per 1,000 residents.

FINDINGS

The Department of Planning has reviewed the submitted development report and has determined that the Owner is currently in compliance with the requirements of the Summerlin West Development Agreement and Nevada Revised Statutes. Furthermore, the development report substantiates conformance with Las Vegas 2020 Master Plan Objective 3.6, which states,

"*To ensure that adequate amounts of park space and trail systems are designated and developed to meet or exceed national standards and standards established in the Master Plan Parks Element.*"

The report reflects statistics that exceed the Las Vegas 2020 Master Plan Parks & Recreation Element's priority of 2.5 acres of park space for every 1,000 residents.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

Summerlin West Development Agreement
24-Month Report Detailed Review
July 29, 2011

The Howard Hughes Corporation (THHC) ("Owner") confirms that to the best of its knowledge, information, and belief, it is generally in compliance with all material obligations stated within the Development Agreement for the Summerlin West Area between the Owner and the City of Las Vegas ("City") recorded November 21, 1997 and amended by a First Amendment November 19, 2003. The terms contained within those sections of the Development Agreement that are not specifically listed or addressed herein are being met and are in effect. **(Changes since the last report are in bold font).**

Section 3.03 Village Development Plans

The following Development Plans and Village-level Conceptual Drainage Studies have been submitted and approved:

Village	Approval Date
Village 20	June 9, 1997
Village 23A	January 16, 2002
Village 23B	January 16, 2002
Village 24	May 5, 2004
Village 26	By Pulte Homes, June 7, 2006
Summerlin West Master Conceptual Study	(2006 Update) April 13, 2007 – CLV (Final)
Village 22	November 5, 2002 – CLV December 26, 2002 – CCPW Concurrence December 30, 2002 – CCRFCD Concurrence

Drainage Study	Approval Date
Village 20	October 22, 1997 – CLV November 19, 1997 – CCRFCD Concurrence
Village 23A	(Update) May 16, 2003 – CLV
Village 23B	October 24, 2003 – CLV November 20, 2003 – CCRRCD Concurrence
Village 24	June 10, 2004 – CLV (Final) May 14, 2004 – CCRFCD Concurrence May 4, 2004 – CCPW Concurrence
Village 26	(Update #2) April 29, 2008 – CLV
Summerlin West Master Conceptual Study	(2206 Update) April 13, 2007 – CLV (Final)
Village 22	November 5, 2002 – CLV December 26, 2002 – CCPW Concurrence December 30, 2002 – CCRFCD Concurrence

Section 3.05(a) Reliance on Concurrent Approvals

Under this section of the Development Agreement, the City agrees that THHC shall have the right to develop and construct residential, non-residential, and golf course developments, as well as "...such

DIR-42742

other land uses and facilities as are described in or reasonably inferable from the Summerlin West General Development Plan." Current development activity of these uses is as follows:

1. Residential Development: Please see Section 21 **of the** First Amendment**: the maximum number of units that can be developed in Summerlin West has been increased to 30,000.**

2. Non-Residential Development:
   Allowed: Up to 5.850 million square feet of office, retail, or industrial uses on up to 508 acres.
   Currently developed: 94,000 square feet on 11.2 acres in Village 20.

3. Golf Course Development:
   Allowed: Golf courses having up to ninety (90) holes of golf and related facilities.
   Currently developed: None.

4. Other Development
   Allowed: Such other land uses as are described in the Summerlin West General Development Plan.
   Currently developed: An 11-acre school (Givens Elementary) in Village 20.

Section 4.04 Land Uses

Per the First Amendment section 21, the Maximum number of residential dwelling units referenced in subparagraph 4.04 (a) has been increased to 30,000.

Section 5.01 City Fire Station

In 2007, THHC completed the design and construction of Fire Station 47 located near the intersection of Desert Foothills and Far Hills Avenue. THHC and the City have agreed to a location for a second fire station, Fire Station 46, near the intersection of Lake Mead Boulevard and the Beltway. THHC will dedicate up to 1.75 acres of land for this station at such time in the future the City requests this property. The City will construct and operate the fire station at its own expense.

Section 5.02 Satellite Government Facility

THHC and the City will work together to determine the appropriate timing for this facility. THHC will dedicate up to five (5) acres of land for this facility when appropriate.

Section 5.03 Planned Community Sports Park

THHC and the City will work together to determine the appropriate timing for this facility. THHC will dedicate up to 20 acres of land for this facility when appropriate.

Section 6.01 Water Conservation

Water conservation is an ongoing obligation that runs with the development of property in Summerlin West. THHC agrees to use its best effort to encourage water conservation in Summerlin West. Water conservation guidelines are attached to the Development Declarations in the form of an exhibit and recorded with every sale of property to a third party (refer to the attached document

entitled, "Water Conservation Guidelines For New Homes In Summerlin" as a typical example of these guidelines).

Section 8.01 Park Flood Criteria

There are no parks or recreational facilities currently located within any existing drainage facilities in Summerlin West. However, there are preliminary plans to locate public park facilities in Detention Basin 5 in Village 30 as well as in the future Detention Basin in Village 22.

Section 8.03 Residential Construction Tax Credit

THHC, as well as any "Designated Builder", is entitled to park credits against the "residential construction tax" for every "Qualified Park" as defined in the Development Agreement. Park credits are accumulated on the basis of 330 square feet of qualified park area/ single family home or multi-family unit. To date, Summerlin has built 49.75 acres of qualified parks in Village 20 and 16.28 acres of qualified parks in Village 23A. Based on current development, Designated Builders have received **3,521** park credits in Village 20 and **1,443** park credits in Village 23A. There are currently **3,046** available park credits in Village 20 and **706** available park credits in Village 23A.

Section 9.02 Village Traffic Studies

A Village Traffic Study has been prepared and approved by the City of Las Vegas (CLV) for Villages 20, 23A, 23B, and 24. A Traffic Study has also been done for Village 26 by Pulte Homes. A Summerlin West master traffic study was also done and approved by CLV for the remaining area in Summerlin West.

Traffic Study	Approval Date
Village 20	October 29, 1997 – CLV
Village 23A	May 7, 2003 – CLV
Village 23B	May 7, 2003 – CLV
Village 24	May 18, 2004 – CLV
Village 26	By Pulte Homes
Summerlin West Master Traffic Study	May 16, 2006 – CLV

The remaining Summerlin West Villages (25-32) will have Traffic Studies completed as development progresses.

Section 9.03 Mitigation of Off-Site Traffic Improvements

To date, there have been no Offsite Traffic Mitigation Fees paid to the City.

Section 9.04 Summerlin Parkway Extension

THHC has completed all of its obligations as listed in the Development Agreement for the extension of Summerlin Parkway from Town Center Drive to the Beltway.

Section 9.09 Interchanges

THHC has completed all of its obligations as listed in the Development Agreement to dedicate land to the City for right-of-way and easements for interchanges at Town Center Drive and Summerlin Parkway and Anasazi Drive and Summerlin Parkway.

Section 9.12 Underground Conduit

THHC will continue to require any user of any underground conduit, including THHC, to provide reasonable additional capacity for the City's exclusive use.

Section 10.01 Flood Control Facilities and Technical Drainage Studies

Drainage Study	Approval Date
Village 20 Rough Grading	(Included w/CDS) October 22, 1997
Village 20 Unit 1	July 18, 2001
Village 20 Unit 2	November 7, 2000
Village 20 Far Hills Drainage Improvements	April 7, 2000
Village 20 Alta Drive Drainage Improvements	April 20, 2000
Village 23A Charleston Drainage Improvements	May 30, 2002
Village 23A Unit 1	December 31, 2003
Village 23A Rough Grading	May 16, 2002
Village 23A Unit 2	September 5, 2003
Village 23A Unit 2 Update #1	**January 18, 2011**
Village 23A Unit 2 Update #2	**June 27, 2011**
Village 23A Parcel J Unit 2 Barcelona	**September 15, 2010**
Village 23A Parcel J Unit 2 Barcelona Update	**March 17, 2011**
Village 23A Parcel L Andalusia Update #2	**December 17, 2010**
Village 23A Parcel L Andalusia Update #3	**January 18, 2011**
Village 24 Unit 1	March 20, 2006
Village 24 Parcel A	September 27, 2007
Village 24 Parcel B	February 4, 2005
Village 20 Unit 3	April 11, 2001
Village 20 Parcel ES-1 Utilities Interconnect	August 2, 2002
Village 20 Parcel NP-1 Park Rough Grading	August 21, 2002
Village 20 parcel NP-1 Park	October 31, 2002
Village 20 parcel CP-1 Park	December 3, 2002
Village 20 parcel CP-1 Park Update #2	March 15, 2007
Village 23A/23B Alta Drive RCB	October 13, 2003
Village 23B Rough Grading	November 22, 2006
Village 23A/23B Alta Drive Improvements	November 7, 2006
Village 23A/24 Sky Vista Drive	June 11, 2004

Section 10.02 CCRFCD Priority

The Clark County Regional Flood Control District has recently released the LAS VEGAS VALLEY FLOOD CONTROL MASTER PLAN UPDATE dated 2008. All of the Regional drainage facilities for complete build out of Summerlin West have already been incorporated into the update.

Section 11.01 Frequency of Reviews

This is the **third** comprehensive 24-Month Report for Summerlin West. The next report will be submitted to the City approximately two years from the date of this report **(July of 2013)**.

Section 14.07 Notices

The address to Owner for notices, demands, and correspondence has been changed as follows:

The Howard Hughes Company, LLC
10801 West Charleston Boulevard, 3rd Floor
Las Vegas, Nevada 89135
Attention: Sandra Turner

Section 1/First Amendment Recreational Space

Currently, THHC exceeds its obligation for providing a minimum of 2 acres of "programmable space" per 1000 residents and 0.5 acres of "passive space" per 1000 residents in Summerlin West per the following calculations:

Village 20:
3,521 units sold x 2.5 people per residence = **8,803** residents ÷ 1,000 = **8.8**
8.8 x 2 = **17.6** acres of "programmable space" required (compared to 38.15 acres provided)
8.8 x 0.5 = **4.4** acres of "passive space" required (compared to 11.6 acres provided)

Village 23A:
1,443 units sold x 2.5 people per residence = **3,608** residents ÷ 1,000 = **3.6**
3.6 x 2 = **7.2** acres of "programmable space" required (compared to 13.39 acres provided)
3.6 x 0.5 = **1.8** acres of "passive space" required (compared to 2.89 acres provided)

Section 2/First Amendment Neighborhood Pool

THHC notified the City in July 2007 that the swimming pool to be built in the Vistas Park will fulfill this obligation under the Development Agreement. Pool plans were reviewed and approved by the Leisure Services group at the City in 2007. To date, the pool has not been built.

Section 3/First Amendment Community Center

THHC and the City will work together to determine the appropriate timing for this facility.

Section 4/First Amendment Police Substation

THHC is **continuing to negotiate** with the Las Vegas Metropolitan Police Department and the City with regards to the location and timing of this facility.

Section 5/First Amendment Third Fire Station

THHC will dedicate up to 1.75 acres of land for **the City to construct, equip, and operate** a third fire station if the City determines that a third fire station is necessary to serve the area. Timing of this dedication will be predicated on the development of homes along the westerly boundary of Villages 24, 30, 28, and 29.

Section 6/First Amendment Plans and Specifications

This is an ongoing obligation that THHC continues to meet.

Section 7/First Amendment Notification and Inspection

This is an ongoing obligation that THHC will continue to meet.

Section 10/First Amendment As-Built Drawings and Specifications

This is an ongoing obligation that THHC will continue to meet.

Section 12/First Amendment Maps, Plans, and Other Documents

This is an ongoing obligation that THHC will continue to meet.

Section 18/First Amendment Disclosure of Principles

This is an ongoing obligation that THHC will continue to meet.

Section 19/First Amendment Special Improvement District Funding

To date, a Special Improvement District has not been established to fund the design and construction of the regional park (to be dedicated to the City), the Community Center, **or** the Police Substation.

Section 20/First Amendment Transportation Master Plan Update

To date, THHC has not reimbursed, nor has been made aware of the need to reimburse the City for costs incurred to update the Transportation Master Plan as it relates to the Property.

Section 21/First Amendment Maximum Residential Units

Allowed:	Up to 30,000 units
Currently developed:	Village 20 – **3,521** units
	Village 23A – **1,443** units

Section 22/First Amendment Term of Development Agreement

The Term of the Development Agreement has been changed and will now expire on the thirtieth (30th) anniversary of the date that the First Amendment was approved by the City Council (approved on November 19, 2003; expires on November 19, 2033).

WATER CONSERVATION GUIDELINES FOR NEW HOMES IN SUMMERLIN

September 15, 2003
Revised: July 13, 2007

General

Southern Nevada Water Authority (SNWA) rules on water usage change according to drought conditions and when they are more restrictive than the guidelines below, take precedence. Specific items such as turf limits and types of grass that can be planted in the summer are based on the drought stage in effect at the time a building permit is issued.

Front Yards (and Corner Side Yards)

1. No turf is allowed.
2. A minimum of 50% of the landscape area shall be covered with organic material at two year's growth on the ground plane.
3. Artificial turf may not be used.
4. Trees and shrubs must be chosen from the approved Summerlin plant list.
5. Planting areas shall be covered with a minimum 2" layer of mulch material (rock, decomposed granite, fiber, etc.). Bare soil is not permitted. If a weed barrier fabric is used, it shall be permeable to air and water.
6. Decorative fountains are allowed but shall not exceed 25 square feet of surface area.

Rear Yards (and Large Side Yards)

1. Turf is allowed but shall be limited to 50% of the total rear yard area.
2. The surface area of swimming pools, spas, water features and fountains shall be counted as turf area, but shall not exceed 2,000 square feet in total.
3. Turf shall be set back 3 feet min. from the house or property line walls if spray irrigation is used. There are no setback restrictions if subterranean irrigation is used.
4. Artificial turf may be used without restriction.
5. Non-turf planting areas shall be covered with a minimum 2" layer of mulch material (rock, decomposed granite, fiber, etc.). Bare soil is not permitted. If a weed barrier fabric is used, it shall be permeable to air and water.
6. Swimming pools and spas shall be permanently plumbed to the sanitary sewer system for draining.
7. No misting systems are allowed.

Irrigation

1. Irrigation systems shall be designed so that, if properly operated, no spray or runoff leaves the property.
2. Spray irrigation is allowed for turf and flower beds only. Drip irrigation shall be used on all other planting areas.
3. Subterranean irrigation may be used in lieu of spray or drip irrigation.
4. Spray heads shall have a 4" or greater pop-up height and matched precipitation nozzles.

5. Turf, flower beds and non-turf planting areas shall be on different valves.
6. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush end assembly and any other appropriate components. Components shall be accessible for maintenance.
7. Irrigation systems shall be zoned for exposure (north and east exposures together, south and west exposures together). Wherever feasible, valves should also be separated into "hydrozones" that group plants with similar water needs.
8. Solid state residential irrigation controllers shall be installed for each home that provide the following minimum features:
   a. Three independent programs
   b. Station run times of 0-99 minutes in one-minute increments
   c. Three watering start times per day per program
   d. Watering schedules that are selectable per program for any day of the week from daily to every fourteen days
   e. Non-volatile memory for program data (no battery required to maintain program)
   f. Capable of accepting external soil moisture and/or rain sensors
9. Self-adjusting ET (evapo-transpiration rate) controllers shall be offered as an option.
10. An owner's manual shall be provided for all irrigation controllers and other components.
11. SNWA assigns a "Watering Group" to all customers that determine spray irrigation requirements, days acceptable for spray irrigation, etc.

Interior of the Home

1. Service pressure for all uses (indoor and outdoor) shall be set to a maximum 60 psi by a pressure regulating valve (PRV) downstream of the water meter.
2. Builders shall provide the following water conserving features as standards:
   a. Toilets using 1.6 gallons per flush maximum
   b. Kitchen faucets using 2.2 gallons per minute (gpm) maximum
   c. Bathroom faucets using 1.5 gallons per minute (gmp) maximum
   d. Shower heads using 2.5 gallons per minute (gpm) maximum
      (Note: There shall be no limit to the number of shower heads or spray jets if the total flow is less than 2.5 gpm. If multiple heads or spray jets exceed 2.5 gpm, they shall be on separate valves so that each valve controls a flow of 2.5 gpm or less. The total available flow cannot exceed 5 gpm in any single shower enclosure.
   e. Sink faucet aerators
3. Builders shall provide the following water conserving features as options:
   a. Hot water recirculating systems (with timer required) and/or point of use devices
   b. Ultra-high efficiency dishwashers (if dishwashers are offered)
   c. Pressure assisted toilets and/or other high performance (1.6 gallons per flush) technologies
   f. Water softeners, if offered, shall be a type where the interval of regeneration is variable (either automatically or manually) and can be adjusted to match actual use. It shall also be capable of using potassium instead of sodium in the exchange process.
4. No evaporative cooling systems are allowed.

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 21, 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: SEPTEMBER 21, 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.: **98.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 21, 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