



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.

October 5, 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 – REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF NATIONAL ARTS AND HUMANITIES MONTH
7. RECOGNITION OF THE NATIONAL LEAGUE OF CITIES PRESCRIPTION DISCOUNT CARD PROGRAM
8. RECOGNITION OF NATIONAL FIRE PREVENTION WEEK

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

9. 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

10. 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
11. For possible action to approve the Final Minutes by reference of the regular City Council meeting of September 21, 2011

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

12. For possible action to approve a Second Amendment to Restated and Amended License Agreement for Construction and Agreement to Grant Easements between City Parkway V, Inc., and N.W.H. II LTD., generally located within the Las Vegas Technology Center at Tenaya Way and Cheyenne Avenue - Ward 1 (Tarkanian)
13. For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs located on parcels A2, B, C and D, generally located at Symphony Park Avenue and South Grand Central Parkway - Ward 5 (Barlow)
14. For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs located on parcels E, F and G and generally located at Symphony Park Avenue and South Grand Central Parkway - Ward 5 (Barlow)
15. For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcels J, K, L, M4, N, O1 and O2, located at 870 West Bonneville Avenue - Ward 5 (Barlow)
16. For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcel M3, located at 464 Symphony Park Avenue - Ward 5 (Barlow)
17. For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway IV A, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcel P/Q, located at 199 West Ogden Avenue - Ward 5 (Barlow)

BUILDING AND SAFETY - CONSENT

18. For possible action to approve an encroachment request from Jose Calvino and Maria Calvino, Lessee on behalf of Encryptic, LLC, owner (611 Fremont Street Suite 1) - Ward 5 (Barlow)
19. For possible action to approve an encroachment request from JHR Associates, Ltd on behalf of Las Vegas ICE, LLC c/o SDA, Inc., owner (507 South Las Vegas Boulevard) - Ward 3 (Coffin)

20. For possible action to approve a Settlement Agreement between the City of Las Vegas and Developers Surety and Indemnity Company of California for the completion of the required Off-Site Improvements for the Day Dawn Crossing II project located at the north side of Grand Teton Drive, east of Durango Drive - Ward 6 (Ross)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

21. For possible action to approve a Grant of Easement and Rights-of-Way from the City of Las Vegas to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcel H/I, located at 388 Promenade Place - Ward 5 (Barlow)

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

23. For possible action to approve award of Agreement No. 120019-EV, Prime Design Services Agreement for Development Bonanza Mojave Water Resource Center (BOMO) Pipeline project located at 650 North Mojave Road - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION (\$1,434,648 - Sanitation Enterprise Fund) - Ward 3 (Coffin)
24. For possible action to approve award of Agreement No. 120039-DC, Blanket Services Agreement for Partnering Facilitation - Department of Public Works - Award recommended to: SMITH CULP CONSULTING (\$100,000 - Various Funds)
25. For possible action to approve award of Contract No. 120016-PH, Blanket Services Agreement for Oracle Consulting Services - Department of Information Technologies - Award recommended to: ORASYS, LLC (Not-to-Exceed \$300,000 - Various Funds)
26. For possible action to approve award of Contract No. 120028-PH, Development Services Process Program Management Services - Department of Information Technologies - Award recommended to: ARTECH GROUP, INC. (\$95,600 - Computer Services Internal Service Fund) - All Wards
27. For possible action to approve award of Agreement No. 120038-DC, Prime Design Services Agreement for Stupak Park located at 300 West Boston Avenue - Department of Public Works - Award recommended to: DESIGN VISION, INC. dba SOUTHWICK LANDSCAPE ARCHITECTS (\$217,300 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Coffin)
28. For possible action to approve award of Bid No. 08.1730.32-TF, Symphony Park Phase 2A, bounded by Grand Central Parkway on the north and west, by the Union Pacific Railroad on the east, and by Bonneville Avenue on the south and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: ACE BUILDERS, INC. (\$2,363,876.41) - General Capital Projects Fund) - Ward 5 (Barlow)

OPERATIONS AND MAINTENANCE - CONSENT

29. For possible action to approve a Right-of-Way Grant application with the Bureau of Land Management for sewer purposes along Washburn Road and Eula Street related to the Clark County Bus Yard Project - APN's 125-31-301-016 and 125-31-201-010 - County
30. For possible action to approve a Declaration of Utilization for sewer services from the Bureau of Land Management Patent, along Washburn Road, west of Eula Street, relating to the Clark County School District Bus Yard Project - APN 125-31-301-002 - County

PLANNING - CONSENT

31. For possible action to approve the Funding Agreement for the 2011 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of \$44,000 for the Phase II Historic Resource Survey and Inventory of the Beverly Green neighborhood bounded by East St. Louis Avenue, East Sahara Avenue, Las Vegas Boulevard South and South Santa Rosa Drive and for online database documentation related to the rehabilitation of the Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue, listed by the National Park Service as the U.S. Post Office and Courthouse – Wards 3 and 5 (Coffin and Barlow)
32. For possible action to approve a Partnership Agreement between the City of Las Vegas and the Southern Nevada Regional Planning Coalition (SNRPC) to form a multi-jurisdictional consortium called the Las Vegas Metropolitan Area Consortium (LVMAC) to prepare and submit an application for funds that will support the preparation of a Regional Plan for Sustainable Development – All Wards

PLANNING - BUSINESS SERVICES CONSENT

33. For possible action to approve a Special Event Alcoholic Beverage License subject to the provisions of the fire and planning codes for Hans Cewe, Location: Gods Art Gallery, 1302 South 3rd Street, Dates: October 7 and November 4, 2011, Type: Special Event General, Event: Gypsy Friday, Responsible Person in Charge: Harlan Cewe - Ward 3 (Coffin)
34. For possible action to approve a Special Event Alcoholic Beverage License for Our Lady of Las Vegas School, Location: 3046 Alta Drive, Date: October 15, 2011, Type: Special Event General, Event: Our Lady of Las Vegas Harvest Festival, Responsible Person in Charge: Philip Markusic - Ward 1 (Tarkanian)
35. For possible action to approve a new Beer/Wine/Cooler On-sale License, Bowin Associates, LLC, dba China Tango Bistro, 10300 West Charleston Boulevard, Suite 5, Enhua Chen, Mgr, 51% and Stephanie Chen, Mgr, 49% - Ward 2 (Wolfson)
36. For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Carrabbas/Arizona - Limited Partnership, To: Carrabba's Italian Grill, LLC, dba Carrabba's Italian Grill, 8771 West Charleston Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; and OSI Restaurant Partners, LLC, 100% - Ward 2 (Wolfson)
37. For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License, Nick Hermez Ablahad, dba Durango Market, 6955 North Durango Drive, Suites 1113 & 1114, Nick Ablahad, Owner 100% - Ward 6 (Ross)
38. For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Fleming's/Northwest-1 Limited Partnership, To: OSI/Fleming's, LLC, dba Fleming's Prime Steakhouse & Wine Bar, 8721 West Charleston Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; OS Prime, LLC; OSI Restaurant Partners, LLC; AWA III Steakhouse, Inc.; and FPSH Ltd Partnership - Ward 2 (Wolfson)
39. For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: Outback/Nevada-Limited Partnership, To: Outback Steakhouse of Florida, LLC, dba Outback Steakhouse, 1950 North Rainbow Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; and OSI Restaurant Partners, LLC, 100% - Ward 5 (Barlow)
40. For possible action to approve an extension of a Temporary Tavern License for a Change of Ownership, From: Outback/Nevada-II, LLP, To: Outback Steakhouse of Florida, LLC, dba Outback Steakhouse, 8671 West Sahara Avenue, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; and OSI Restaurant Partners, LLC, 100% - Ward 2 (Wolfson)
41. For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License, The Boulevard Group LLC, dba Radio City Pizzeria, 410 South Rampart Boulevard, Suite 120, Jody Ghanem, Owner, 100% - Ward 2 (Wolfson)

42. For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Roy's/Westcoast-1 Limited Partnership, To: Roy's/Outback Joint Venture, dba Roy's, 8701 West Charleston Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; Chris Sullivan, Mgr; Roy Yamaguchi, Mgr; Terrence Lee, Mgr; A William Allen III; Mark Running; RY-8, Inc.; OS Pacific, LLC; OSI Restaurant Partners, LLC - Ward 2 (Wolfson)
43. For possible action to approve an extension of a Temporary Martial Arts Instruction Business License, Drago Bianco LLC, dba Drago Bianco LLC, 2104 Highland Avenue, Alex Mauricci, Managing Mmbr, 100% - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

44. For possible action to approve a Supplemental Interlocal Contract No. 7 - 514g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of \$527,000 for design and construction of Casino Center/3rd Street Realignment – Ward 3 (Coffin)
45. For possible action to approve a Supplemental Interlocal Contract No. 13 - 435m and Supplemental Interlocal Contract No. 6 - 475f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion dates to December 31, 2013 for Martin L. King, Palomino Lane to Carey Avenue project – Ward 5 (Barlow)
46. For possible action to approve a Supplemental Interlocal Contract No. 8 - 461h between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to amend the general section of the contract and to extend the project completion date to June 30, 2013 for Intelligent Transportation System (ITS) Communication Infrastructure project – All Wards and Clark County
47. For possible action to approve a Rule 9 Line Extension Agreement No. 5516 between the City of Las Vegas and Nevada Power, a Nevada Corporation, dba NV Energy for the extension and alteration of existing power facilities for Fire Station 106 located at Stella Lake and Mount Mariah (\$22,908 - Fire Services - Bonds) - Ward 5 (Barlow)
48. For possible action to approve a Supplemental Interlocal Contract No. 3 - 638c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding in the amount of \$28,000 for improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation projects (\$28,000 – Public Works Capital Project Fund [CPF]) – All Wards
49. For possible action to approve a Supplemental Interlocal Contract No. 7 - 481g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of \$200,000 for engineering design of City Parkway - D Street Connector (\$200,000 – Road & Flood Capital Project Fund [CPF]) – Ward 5 (Barlow)
50. For possible action to approve a Supplemental Interlocal Contract No. 1 - 685a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding in the amount of \$527,000 design and construction of the Fiscal Year 2012/2013 Arterial Reconstruction Projects (\$527,000 – Public Works Capital Project Fund [CPF]) – All Wards

DISCUSSION/ACTION ITEMS

RESOLUTIONS - DISCUSSION

51. R-42-2011 - Public Hearing for possible action regarding a Resolution authorizing a various purpose medium-term loan in an amount not to exceed \$36,500,000, authorizing an officer of the City to forward materials to the Department of Taxation of the State of Nevada, authorizing the sale of General Obligation Medium-Term obligations and executing documents related thereto for the purpose of acquiring, constructing, improving and equipping building projects, fire protection projects and street projects - All Wards

BOARDS & COMMISSIONS - DISCUSSION

52. NEON MUSEUM BOARD OF TRUSTEES – Adriana Martinez, Class I Trustee – Term Expiration 9-15-2013

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

53. Bill No. 2011-32 - ABEYANCE ITEM - For Possible Action - Annexation No. ANX-41279 - Property location: At the southeast corner of Racel Street and Al Carrison Street; Petitioned by: Gilcrease Nature Sanctuary; Acreage: 9.33 acres; Zoned: R-A (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

55. 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

56. ABEYANCE ITEM - 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)
57. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4217 Evergreen Place for fees in the amount of \$1,671.50 (General Fund) and assess a maximum of \$35,500 in daily civil penalties. PROPERTY OWNER: DAMON SCOTT BROWN - Ward 1 (Tarkanian)
58. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1403 South 6th Street for fees in the amount of \$1,499 (General Fund) and assess a maximum of \$43,000 in daily civil penalties. PROPERTY OWNER: WILLIAM R EZROW - Ward 3 (Coffin)
59. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1457 North Gateway Road for fees in the amount of \$2,023 (General Fund) and assess a maximum of \$40,500 in daily civil penalties. PROPERTY OWNER: FIORELLA S TEALDO - Ward 3 (Coffin)
60. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1792 North Rancho Drive for fees in the amount of \$2,074 (General Fund) and assess a maximum of \$77,250 in daily civil penalties. PROPERTY OWNER: RANCHO ALLEN LLC - Ward 5 (Barlow)

PLANNING

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

PLANNING - CONSENT

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

61. EOT-42930 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - For possible action on a request for an Extension of Time of a previously approved Rezoning (ZON-6928) FROM: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 005), Ward 6 (Ross). Staff recommends APPROVAL.
62. EOT-42929 - EXTENSION OF TIME RELATED TO EOT-42930 - VARIANCE - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITION, LLC - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-6930) TO ALLOW ZERO FEET OF OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.
63. EOT-42931 - EXTENSION OF TIME RELATED TO EOT-42930 AND EOT-42929 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-6929) FOR A 50-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002 and 005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PLANNING - DISCUSSION

64. GPA-41777 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a General Plan Amendment FROM: O (OFFICE) and LI/R (LIGHT INDUSTRY/RESEARCH) TO: M (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.
65. ZON-41778 - ABEYANCE ITEM - REZONING RELATED TO GPA-41777 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Rezoning FROM: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.
66. SDR-41779 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.
67. ROC-41851 - ABEYANCE ITEM - RENOTIFICATION - 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). NOTE: APPLICATION AMENDED TO INCLUDE APNS: 124-30-204-001 AND 125-25-512-001 AND TO REVISE CONDITION #5 TO PROVIDE EIGHT HOURS OF SECURITY PER DAY FROM EARLY AFTERNOON TO LATE EVENING. Staff recommends DENIAL.
68. SUP-42254 - RESCIND - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING 5,918 SQUARE-FOOT RESTAURANT at 2131 Rock Springs Drive (APN 138-22-610-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommends APPROVAL.

69. SUP-42254 - REHEAR - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING 5,918 SQUARE-FOOT RESTAURANT at 2131 Rock Springs Drive (APN 138-22-610-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommends APPROVAL.
70. RQR-42868 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: RMTWO, INC. DBA MOLLY'S - OWNER: MCW-RC NV-CENTENNIAL CROSSROADS, LLC - For possible action on a request for a Required Review of a previously approved Special Use Permit (SUP-37373) FOR A 3,534 SQUARE-FOOT LIQUOR ESTABLISHMENT, TAVERN WITH A WAIVER TO ALLOW A 147-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS THE MINIMUM DISTANCE REQUIRED at 6430 Sky Pointe Drive, Suite #130 (APNs 125-21-813-001 and 125-21-813-002), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.
71. ROC-42989 - REVIEW OF CONDITION - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-18910) TO DELETE CONDITION #11 THAT STATES, "THE SALE OF ANY INDIVIDUAL CONTAINERS LESS THAN 22 OUNCES OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATION AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF THE CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 1051 Desert Foothills Drive (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends DENIAL.
72. ROC-42995 - REVIEW OF CONDITION - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: TERRIBLE HERBST, INC. - OWNER: MELAVI, LLC - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (U-0112-00) TO DELETE CONDITION #2 THAT STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS PROHIBITED" at 3320 Novat Street (APN 137-12-410-009), PD (Planned Development) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.
73. ROC-43006 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: NAKATA MARKET OF JAPAN - OWNER: OMNINET SAHARA CRAIG, LP - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-1700) TO DELETE CONDITION #5 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 CONFIGURATION AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 2350 South Rainbow Boulevard, Suites 6 & 7 (APN 163-02-415-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

SET DATE

74. 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

75. 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

76. 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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

SUBJECT:

INVOCATION – REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITIZEN OF THE MONTH



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL ARTS AND HUMANITIES MONTH



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE NATIONAL LEAGUE OF CITIES PRESCRIPTION DISCOUNT
CARD PROGRAM



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL FIRE PREVENTION WEEK



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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 21, 2011



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: October 5, 2011

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

For possible action to approve a Second Amendment to Restated and Amended License Agreement for Construction and Agreement to Grant Easements between City Parkway V, Inc., and N.W.H. II LTD., generally located within the Las Vegas Technology Center at Tenaya Way and Cheyenne Avenue - Ward 1 (Tarkanian)

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

On October 7, 2009 City Council approved the Restated and Amended License Agreement for Construction and Agreement to Grant Easements, which provided N.W.H. II LTD., also known as McKellar Development Group, Inc., with easements and an extension to the construction commencement and completion dates. Due to the economic climate, City Council approved the First Amendment to the Restated and Amended License Agreement on September 22, 2010, which extended the construction commencement and completion dates by 12 months. With little reprieve of the poor economic conditions, the developer has requested an additional 12 month extension on the construction commencement and completion dates. The new construction commencement and completion dates would be October 1, 2012 and October 1, 2014, respectively (APNs 138-15-612-012 and 138-15-612-013).

RECOMMENDATION:

Approval and authorization of City Parkway V, Inc., to execute the Second Amendment to Restated and Amended License Agreement for Construction and Agreement to Grant Easements.

BACKUP DOCUMENTATION:

1. Second Amendment to Restated and Amended License Agreement for Construction and Agreement to Grant Easements
2. Disclosure of Principals
3. Site Map

**SECOND AMENDMENT TO RESTATED AND AMENDED LICENSE AGREEMENT FOR
CONSTRUCTION AND AGREEMENT TO GRANT EASEMENTS**

THIS SECOND AMENDMENT TO RESTATED AND AMENDED LICENSE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____ 2011, by and between CITY PARKWAY V, INC., a Nevada not-for-profit corporation ("Licensor") and N.W.H. II LTD, A Nevada limited liability company ("Licensee").

RECITALS

WHEREAS:

A. Licensor and Licensee entered into that certain Restated and Amended License Agreement for Construction and Agreement to Grant Easements dated October 1, 2009 which was further amended by the First Amendment dated September 22, 2010 whereby Licensor agreed to permit Licensee to enter on to the Property for the construction of certain improvements and for construction access to the Licensee Property and the granting by Licensor of certain easements over the Property for the benefit of the Licensee Property (the "Original Agreement").

B. Licensor and Licensee desire to amend the Original Agreement as set forth in this Agreement.

C. Licensor and McKellar Development Group, Inc. entered into that certain Real Property Purchase and Sale Agreement dated April 18, 2007 (the "Purchase Agreement") pursuant to which Licensor sold the Property to Licensee, as assignee of said McKellar Development Group, Inc.

D. Licensor and Licensee mutually desire to provide an extension for the commencement and completion of construction of the project required to be developed pursuant to the Purchase Agreement.

Now, therefore, Licensor and Licensee hereby agree as follows:

1. **Extension of Project Commencement and Completion Date.** Licensor and Licensee hereby agree that the dates as set forth in Section 5.c. of the Purchase Agreement for the commencement and completion of construction of the project required pursuant to the Purchase Agreement are hereby respectively extended until October 1, 2012 and October 1, 2014. Except as provided in this paragraph, the Purchase Agreement shall remain in full force and effect in all respects.

2. **Term.** This Agreement shall have a term commencing on the date hereof and automatically terminating on the earlier of (i) completion of the Improvements and (ii) October 1, 2014.

3. **Effect.** Except as provided in this Agreement, the Original Agreement remains in full force and respect in all respects. In the event of any conflict between this Agreement and the Original Agreement, this Agreement shall govern and control.

4. **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

5. **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. This Agreement may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and effect as if this Agreement had been executed by the actual signature of any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

LICENSOR

CITY PARKWAY V, INC, a Nevada corporation

By _____
Elizabeth N. Fretwell, President

LICENSEE

N.W.H. II LTD, a Nevada limited liability company

By: _____
James A. McKellar, Jr. Manager

ATTEST:

_____, Title

APPROVED AS TO FORM:



Date:

9-19-11

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	<u>Contracting Entity</u> N.W.H. II,LTD
Name	
Address	3340 S. Topaz St. Suite 240 Las Vegas, NV 89121
Telephone	702-737-1312
EIN or DUNS	20-8884645

Block 2	Description
Subject Matter of Contract/Agreement: NWH II, LTD Land Purchase Las Vegas Technology Center	
RFP #:	

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

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.	James A. McKellar Jr.	3340 S. Topaz St. Ste. 240 Las Vegas, NV 89121	702-737-1312
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

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: _____

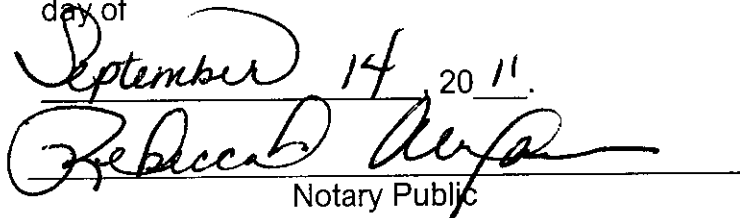
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

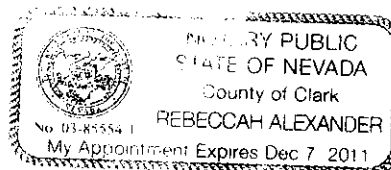
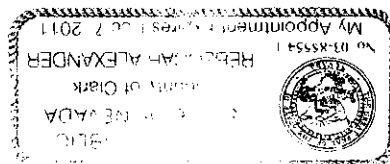

James A. McKellar Jr.

September 14, 2011

Date

Subscribed and sworn to before me this _____
day of


Notary Public



Site Map



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: CITY MANAGER

DIRECTOR: ELIZABETH N. FRETWELL

☒ **Consent** ☐ **Discussion**

SUBJECT:

ADMINISTRATIVE:

For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs located on parcels A2, B, C and D, generally located at Symphony Park Avenue and South Grand Central Parkway - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Grant of Easement and Rights-of-Way will allow Las Vegas Valley Water District access to City Parkway V, Inc., owned property for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under those certain parcels of land located within Symphony Park (APN 139-33-610-027, 139-33-610-025, 139-33-511-008 and 139-34-110-008).

RECOMMENDATION:

Approval and authorization for City Parkway V, Inc., to execute the Grant of Easement and Rights-of-Way.

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

APN: 139-33-610-027

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY
WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part,
hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful
money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of
land, now or hereafter, except that said parcel may be improved and used for street, road or
driveway purposes, and for other utilities, insofar as such use does not interfere with its use
by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

GRANTOR: City Parkway V

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands
this _____ day of _____, 20____.

John S. Ridilla 9/20/11
John S. Ridilla Date
Deputy City Attorney

WITNESS my hand and official seal.

Notary Seal/Stamp

APN: 139-33-610-027

GRANTOR: City Parkway V

Exhibit A

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH 27°55'16" EAST, 88.57 FEET; THENCE SOUTH 62°04'44" EAST, 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF CLARK COUNTY, NEVADA RECORDER IN BOOK 20080422 OF OFFICIAL RECORDS AS INSTRUMENT 0473, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°55'16" EAST, 105.79 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 84°10'50", AN ARC LENGTH OF 44.08 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 67°53'54" EAST, 295.22 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 92°54'48", AN ARC LENGTH OF 48.65 FEET TO A POINT OF REVERSE CURVATURE ON THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO LEFT, CONCAVE SOUTHEASTERLY, HAVING RADIUS OF 2,070.00 FEET, THROUGH A CENTRAL ANGLE OF 07°06'56", AN ARC LENGTH OF 257.07 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 17°53'58" WEST, 3.72 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°20'53" WEST, 24.35 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH 72°05'21" EAST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,094.00 FEET, THROUGH A CENTRAL ANGLE OF 06°51'58", AN ARC LENGTH OF 250.94 FEET; THENCE NORTH 67°53'54" WEST, 311.75 FEET; THENCE SOUTH 27°55'16" WEST, 183.12 FEET; THENCE NORTH 62°20'53" WEST, 4.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°16'09", AN ARC LENGTH 39.39 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF CLARK COUNTY, NEVADA RECORDER IN BOOK 20080422 OF OFFICIAL RECORDS AS INSTRUMENT 0473, SAID POINT



ALSO BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET, THROUGH A CENTRAL ANGLE OF $18^{\circ}11'16''$, AN ARC LENGTH OF 31.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO LEFT, CONCAVE NORTHWESTERLY, HAVING RADIUS OF 102.00 FEET, THROUGH A CENTRAL ANGLE OF $18^{\circ}11'16''$, AN ARC LENGTH OF 32.38 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 23,592 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

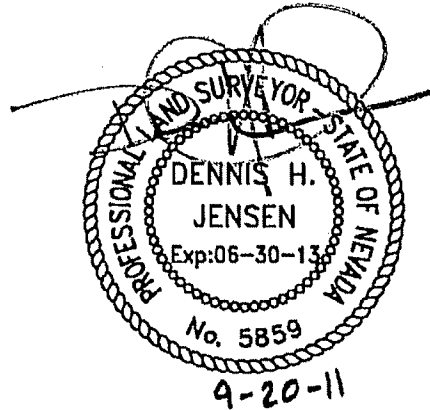
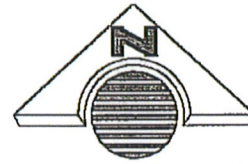
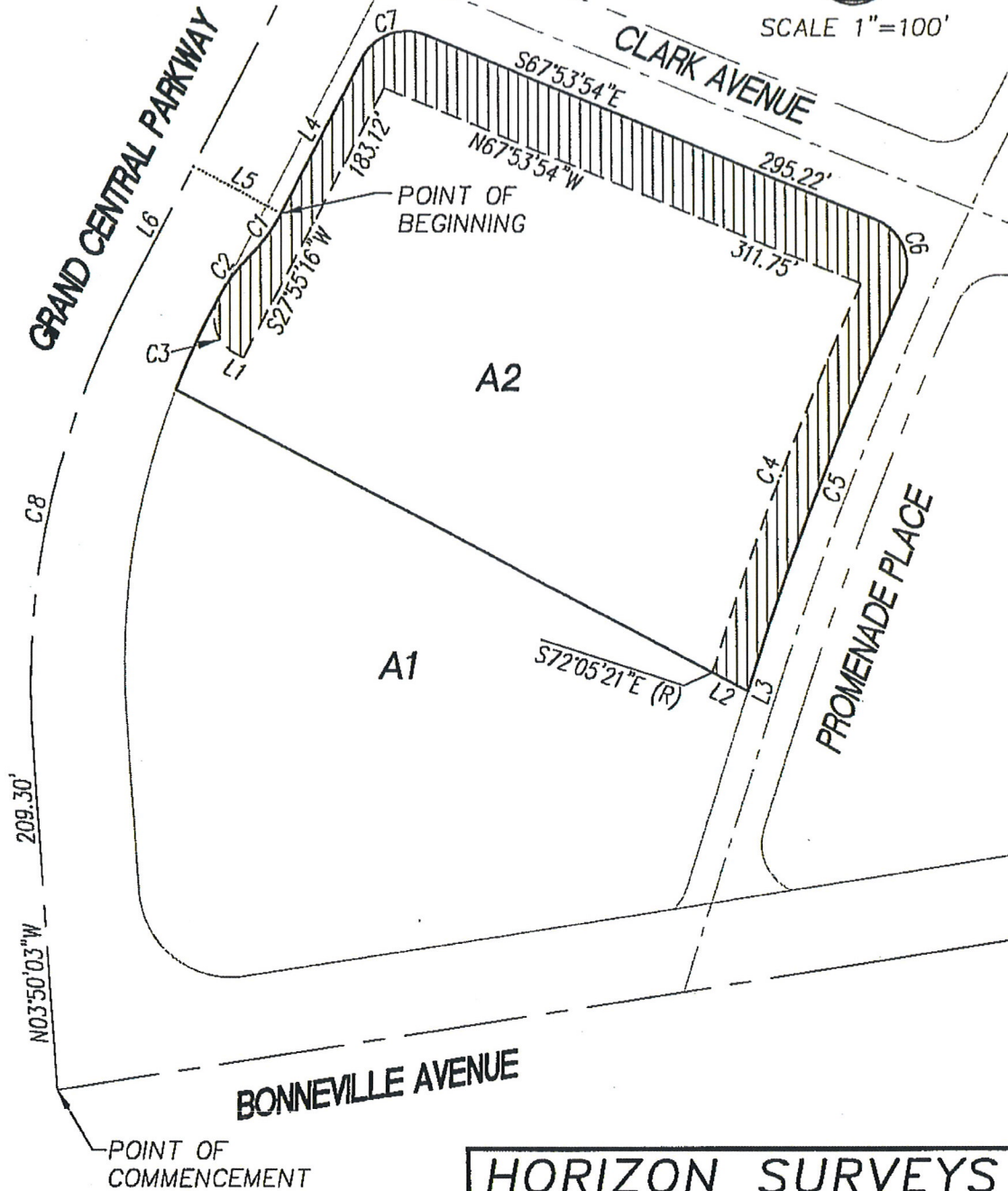


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=100'



HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	N62°20'53"W	4.87'
L2	N62°20'53"W	24.35'
L3	S17°53'58"W	3.72'
L4	N27°55'16"E	105.79'
L5	S62°04'44"E	60.00'
L6	N27°55'16"E	88.57'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	102.00'	18°11'16"	32.38'	16.33'
C2	98.00'	18°11'16"	31.11'	15.69'
C3	25.00'	90°16'09"	39.39'	25.12'
C4	2094.00'	06°51'58"	250.94'	125.62'
C5	2070.00'	07°06'56"	257.07'	128.70'
C6	30.00'	92°54'48"	48.65'	31.57'
C7	30.00'	84°10'50"	44.08'	27.10'
C8	500.00'	31°45'19"	277.12'	142.22'

LEGEND

—————	CENTERLINE
-----	EASEMENT LINE
	AREA OF EASEMENT 23,590 SQUARE FEET ±
L1	LINE DATA TABLE NUMBER
C1	CURVE DATA TABLE REFERENCE NUMBER
(R)	RADIAL LINE

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
 LAS VEGAS, NEVADA 89144
 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM

APN: 139-33-610-025

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a permanent and perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

APN: 139-33-610-025

GRANTOR: City Parkway V

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20_____.

Approved as to form

John S. Ridilla 9/24/11
John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN: 139-33-610-025

GRANTOR:

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH 27°55'16" EAST, 618.06 FEET; THENCE SOUTH 62°04'44" EAST, 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS SHOWN ON SAID PLAT, SAID POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°55'16" EAST, 98.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20080422 OF OFFICIAL RECORDS AS INSTRUMENT 0473, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 31.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 32.39 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°55'16" EAST, 146.83 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET; TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 22.16 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 27°43'11", AN ARC LENGTH OF 120.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEASTRLY, HAVING A RADIUS OF 373.00 FEET, THROUGH A CENTRAL ANGLE OF 25°32'47", AN ARC LENGTH OF 166.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF CURVE TO RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE 87°55'10", AN ARC LENGTH OF 38.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS

P:\Active Projects\410.128 Union Park Parcels\Legals\410.128.19\41012819_UT-B.doc • Page 1 of 2



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INSTRUMENT 3874; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 28°00'50" WEST, 241.87 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°04'44" WEST, 24.00 FEET; THENCE NORTH 28°00'50" EAST, 233.63 FEET; THENCE NORTH 62°04'44" WEST, 207.57 FEET; THENCE NORTH 27°55'16" EAST, 75.50 FEET; THENCE NORTH 62°04'44" WEST, 100.27 FEET; THENCE SOUTH 27°55'16" WEST, 309.13 FEET; THENCE NORTH 62°04'44" WEST, 29.99 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE AFOREMENTIONED **POINT "A"**; THENCE SOUTH 62°04'44" EAST, 29.99 FEET; THENCE SOUTH 27°55'16" WEST, 309.13 FEET; THENCE SOUTH 67°53'54" EAST, 308.60 FEET; THENCE NORTH 28°00'50" EAST, 277.83 FEET; THENCE SOUTH 62°04'44" EAST, 24.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874 ; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 28°00'50" WEST, 277.49 FEET TO A POINT OF CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE 84°05'16", AN ARC LENGTH OF 44.03 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 67°53'54" WEST, 302.56 FEET TO A POINT CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE 95°49'10", AN ARC LENGTH OF 50.17 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°55'16" EAST, 308.12 FEET TO THE **POINT OF BEGINNING**.

SAID PARCELS CONTAIN 54,746 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

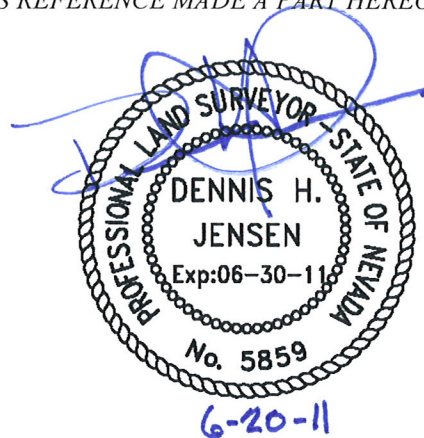
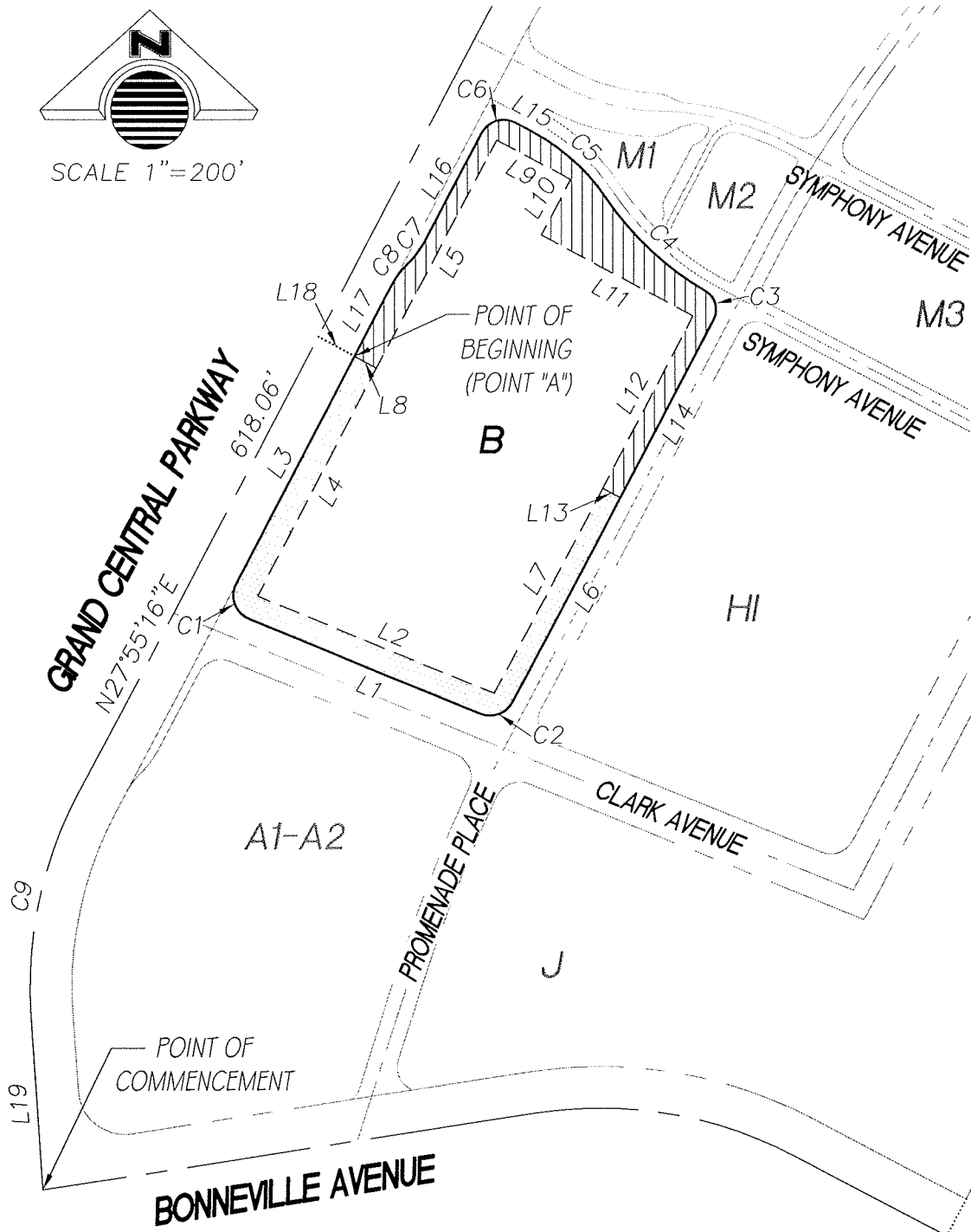


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=200'



HORIZON SURVEYS



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LAS VEGAS, NEVADA 89144
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SHEET 1 OF 2

**EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
LINE TABLE TABLE**

No.	BEARING	DISTANCE
L1	N67°53'54"W	302.56'
L2	S67°53'54"E	308.60'
L3	N27°55'16"E	308.12'
L4	S27°55'16"W	309.13'
L5	S27°55'16"W	309.13'
L6	S28°00'50"W	277.49'
L7	N28°00'50"E	277.83'
L8	N62°04'44"W	29.99'
L9	N62°04'44"W	100.27'
L10	N27°55'16"E	75.50'
L11	N62°04'44"W	207.57'
L12	N28°00'50"E	233.63'
L13	S62°04'44"E	24.00'
L14	S28°00'50"W	241.87'
L15	S62°04'44"E	22.16'
L16	N27°55'16"E	146.83'
L17	N27°55'16"E	98.12'
L18	N62°04'44"W	50.00'
L19	N03°50'03"W	209.30'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	95°49'10"	50.17'	33.21'
C2	30.00'	84°05'16"	44.03'	27.05'
C3	25.00'	87°55'10"	38.36'	24.11'
C4	373.00'	25°32'47"	166.31'	84.56'
C5	250.00'	27°43'11"	120.95'	61.68'
C6	30.00'	90°00'00"	47.12'	30.00'
C7	102.00'	18°11'42"	32.39'	16.33'
C8	98.00'	18°11'42"	31.12'	15.69'
C9	500.00'	31°45'19"	277.12'	142.22'

LEGEND

	CENTERLINE
	EASEMENT LINE
	AREA OF EASEMENT NORTH PART = 28,663
	AREA OF EASEMENT SOUTH PART = 26,083
L1	LINE DATA TABLE NUMBER
C1	CURVE DATA TABLE REFERENCE NUMBER

HORIZON SURVEYS



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LAS VEGAS, NEVADA 89144
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APN: 139-33-511-008

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a permanent and perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

APN: 139-33-511-008

GRANTOR: City Parkway V

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20____.

Approved as to form

John S. Ridilla 9/20/11
John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN: 139-33-511-008

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
R. SLIGAR\ D. JENSEN

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH 27°55'16" EAST, 1,058.21 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 20°42'14", AN ARC LENGTH OF 180.68 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH 48°37'30" EAST, 230.44 FEET; THENCE SOUTH 41°22'30" EAST, 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20080422 OF OFFICIAL RECORDS AS INSTRUMENT 00473, SAID POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°37'30" EAST, 94.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 41°22'30" EAST, 113.18 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 48°37'30" WEST, 24.00 FEET; THENCE NORTH 41°22'30" WEST, 123.19 FEET; THENCE SOUTH 48°37'30" WEST, 100.00 FEET; THENCE NORTH 41°22'30" WEST, 19.99 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE AFOREMENTIONED **POINT "A"**; THENCE SOUTH 41°22'30" EAST, 19.99 FEET; THENCE SOUTH 48°37'30" WEST, 230.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 420.00 FEET, THROUGH A CENTRAL ANGLE OF 19°12'22", AND AN ARC LENGTH OF 140.79 FEET; THENCE SOUTH 62°04'44" EAST, 100.13 FEET; THENCE NORTH 27°55'16" EAST, 59.50 FEET; THENCE SOUTH 62°04'44" EAST, 218.39 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH 55°51'36" EAST, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,348.50 FEET, THROUGH A CENTRAL ANGLE OF 05°15'11", AN ARC LENGTH OF 307.00 FEET; THENCE NORTH 41°22'30" WEST, 114.03 FEET; THENCE NORTH 48°37'30"

P:\Active Projects\410.128 Union Park Parcels\Legals\410.128.19\41012819_UT-C.doc • Page 1 of 3



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TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH $41^{\circ}22'30''$ EAST, 113.18 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $80^{\circ}45'12''$, AN ARC LENGTH OF 35.24 FEET TO A POINT OF REVERSE CURVATURE ON THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, THROUGH A CENTRAL ANGLE OF $05^{\circ}17'33''$, AN ARC LENGTH OF 307.09 FEET TO A POINT OF REVERSE CURVATURE ON THE MOST NORTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO RIGHT, CONCAVE NORTHERLY, HAVING RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $83^{\circ}10'16''$, AN ARC LENGTH OF 36.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO LEFT, CONCAVE SOUTHWESTERLY, HAVING RADIUS OF 373.00 FEET, THROUGH A CENTRAL ANGLE OF $21^{\circ}04'50''$, AN ARC LENGTH OF 137.24 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO RIGHT, CONCAVE NORTHEASTERLY, HAVING RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF $23^{\circ}01'20''$, AN ARC LENGTH OF 20.09 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO LEFT, CONCAVE SOUTHWESTERLY, HAVING RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF $26^{\circ}23'49''$, AN ARC LENGTH OF 23.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING RADIUS OF 240.00 FEET, THROUGH A CENTRAL ANGLE OF $25^{\circ}07'10''$, AN ARC LENGTH OF 105.22 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH $62^{\circ}04'44''$ WEST, 39.62 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20080422 OF OFFICIAL RECORDS AS INSTRUMENT 0473; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE $92^{\circ}02'38''$, AN ARC LENGTH OF 48.19 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF $18^{\circ}39'36''$, AN ARC LENGTH OF 146.56 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH $48^{\circ}37'30''$ EAST, 113.10 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED BY THE AFOREMENTIONED DEED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET, THROUGH A CENTRAL ANGLE OF $18^{\circ}11'42''$, AN ARC LENGTH OF 31.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO LEFT, CONCAVE NORTHWESTERLY, HAVING RADIUS OF 102.00 FEET, THROUGH A CENTRAL ANGLE OF $18^{\circ}11'42''$, AND AN ARC LENGTH OF 32.39 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH $48^{\circ}37'30''$ EAST, 54.89 FEET TO THE **POINT OF BEGINNING**.



SAID PARCELS CONTAIN 40,062 SQUARE FEET, MORE OR LESS.

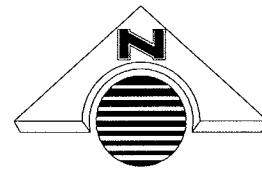
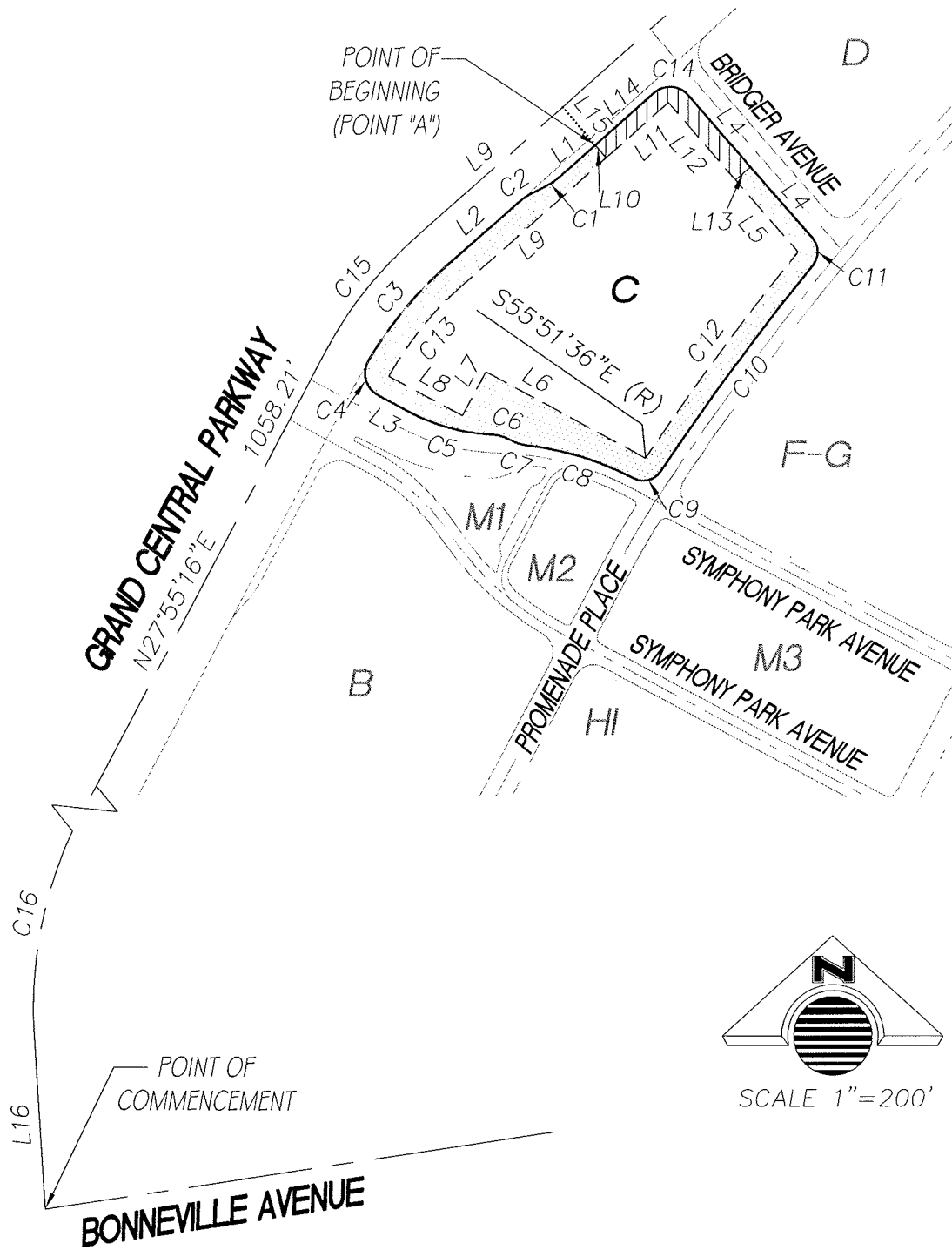
*(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF)*

END OF DESCRIPTION.

*LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859*



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=200'

HORIZON SURVEYS



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WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	102.00'	18°11'42"	32.39'	16.33'
C2	98.00'	18°11'42"	31.12'	15.69'
C3	450.00'	18°39'36"	146.56'	73.93'
C4	30.00'	92°02'38"	48.19'	31.09'
C5	240.00'	25°07'10"	105.22'	53.47'
C6	50.00'	26°23'49"	23.04'	11.73'
C7	50.00'	23°01'20"	20.09'	10.18'
C8	373.00'	21°04'50"	137.24'	69.40'
C9	25.00'	83°10'16"	36.29'	22.18'
C10	3324.50'	05°17'33"	307.09'	153.65'
C11	25.00'	80°45'12"	35.24'	21.26'
C12	3348.50'	05°15'11"	307.00'	153.61'
C13	420.00'	19°12'22"	140.79'	71.06'
C14	30.00'	90°00'00"	47.12'	30.00'
C15	500.00'	20°42'14"	180.68'	91.33'
C16	500.00'	31°45'19"	277.12'	142.22'

LINE TABLE TABLE

No.	BEARING	DISTANCE
L1	N48°37'30"E	54.89'
L2	N48°37'30"E	113.10'
L3	N62°04'44"W	39.62'
L4	N41°22'30"W	113.18'
L5	N41°22'30"W	114.03'
L6	S62°04'44"E	218.39'
L7	N27°55'16"E	59.50'
L8	S62°04'44"E	100.13'
L9	S48°37'30"W	230.44'
L10	N41°22'30"W	19.99'
L11	S48°37'30"W	100.00'
L12	N41°22'30"W	123.19'
L13	N48°37'30"E	24.00'
L14	N48°37'30"E	94.00'
L15	S41°22'30"E	60.00'
L16	N03°50'03"W	209.30'

LEGEND

———— CENTERLINE

- - - - - EASEMENT LINE



AREA OF EASEMENT NORTH PART = 5,242 S.F. ±



AREA OF EASEMENT SOUTH PART = 34,820 S.F. ±

L1 LINE DATA TABLE NUMBER

C1 CURVE DATA TABLE REFERENCE NUMBER

(R) RADIAL LINE

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120

LAS VEGAS, NEVADA 89144

PHONE (702)228-5066 FAX (702)228-0677

WWW.HORIZONSURVEYS.COM

APN: 139-34-110-008

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY
WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part,
hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful
money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of
land, now or hereafter, except that said parcel may be improved and used for street, road or
driveway purposes, and for other utilities, insofar as such use does not interfere with its use
by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

APN: 139-34-110-008

GRANTOR: City Parkway V

Exhibit A

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 27°55'16" EAST, 1,058.21 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SAID CENTERLINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 20°42'14", AN ARC LENGTH OF 180.68 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 48°37'30" EAST, 576.97 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 41°22'30" EAST, 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20080422 OF OFFICIAL RECORDS AS INSTRUMENT NO. 0473, SAID POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°37'30" EAST, 94.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'48", AND AN ARC LENGTH OF 47.12 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 41°22'42" EAST, 188.33 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'22", AN ARC LENGTH OF 37.84 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874 AND TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG AN ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3324.50 FEET, THROUGH A CENTRAL ANGLE OF 04°30'47", AN ARC LENGTH OF 261.86 FEET TO A POINT OF REVERSE CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRIDGER AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO RIGHT, CONCAVE NORTHERLY, HAVING RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 97°47'37", AN ARC LENGTH OF 42.67 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 41°22'30" WEST, 111.89 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 48°37'30" EAST, 24.00 FEET; THENCE SOUTH 41°22'30" EAST,

P:\Active Projects\410.128 Union Park Parcels_Legals\410.128.19\41012819_UT-D.doc • Page 1 of 2



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113.04 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH 49°11'18" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,348.50 FEET, THROUGH A CENTRAL ANGLE OF 04°32'56", AN ARC LENGTH OF 265.85 FEET; THENCE NORTH 41°22'42" WEST, 199.29 FEET; THENCE SOUTH 48°37'30" WEST, 100.00 FEET; THENCE NORTH 41°22'30" WEST, 19.99 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE AFOREMENTIONED **POINT "A"**; THENCE SOUTH 41°22'30" EAST, 19.99 FEET; THENCE SOUTH 48°37'30" WEST, 164.52 FEET; THENCE SOUTH 41°22'30" EAST, 111.90 FEET; THENCE SOUTH 48°37'30" WEST, 24.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRIDGER AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 41°22'30" WEST, 111.89 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE 90°00'00", AN ARC LENGTH OF 47.12 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°37'30" EAST, 39.61 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20080422 OF OFFICIAL RECORDS AS INSTRUMENT 0473; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG AN ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 31.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO LEFT, CONCAVE NORTHWESTERLY, HAVING RADIUS OF 102.00 FEET, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 32.39 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°37'30" EAST, 56.47 FEET TO THE **POINT OF BEGINNING**.

SAID PARCELS CONTAIN 24,310 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

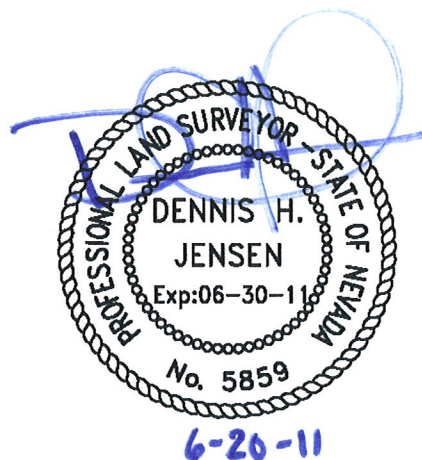
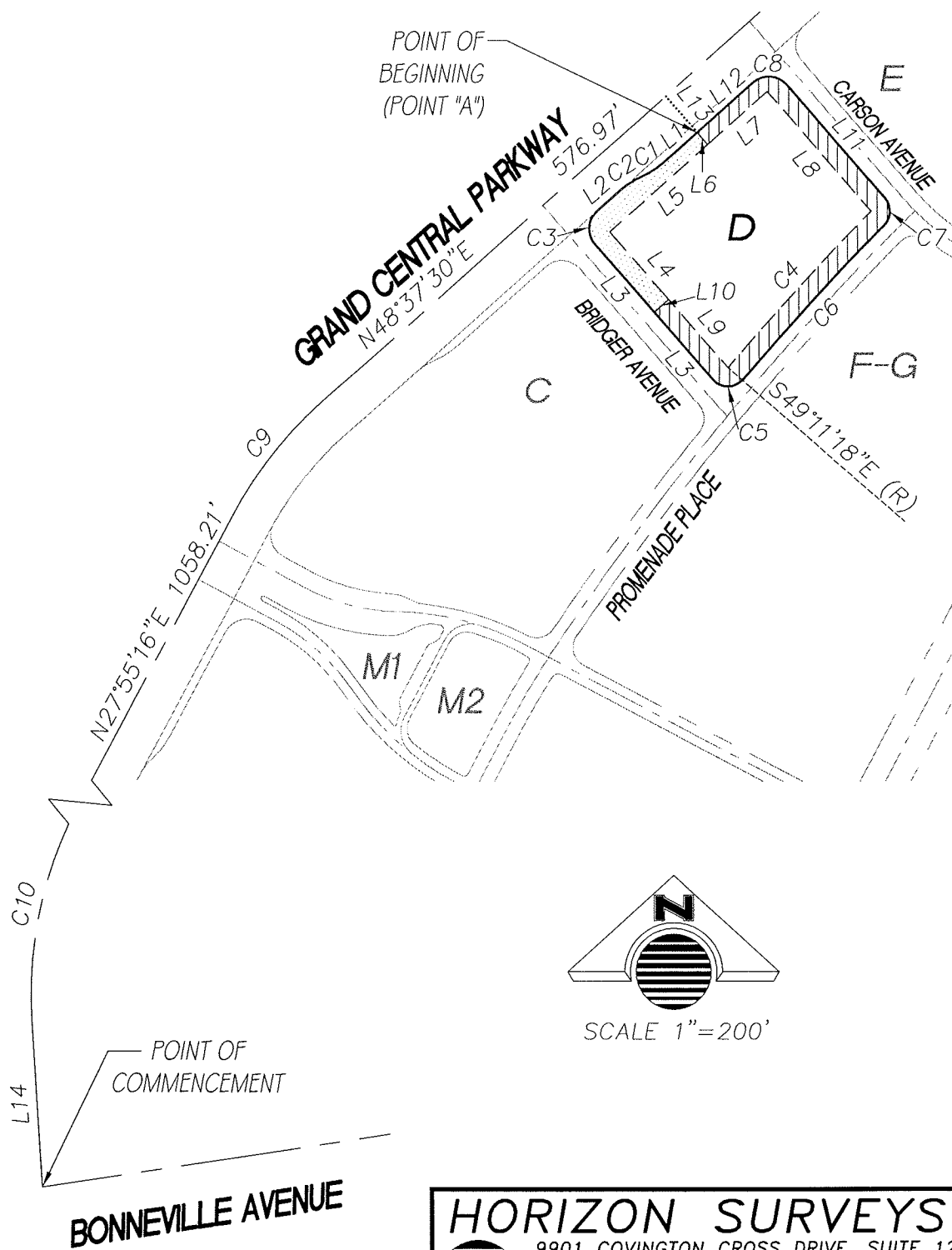


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE TABLE

No.	BEARING	DISTANCE
L1	N48°37'30"E	56.47'
L2	N48°37'30"E	39.61'
L3	N41°22'30"W	111.89'
L4	S41°22'30"E	111.90'
L5	S48°37'30"W	164.52'
L6	N41°22'30"W	19.99'
L7	S48°37'30"W	100.00'
L8	N41°22'42"W	199.29'
L9	S41°22'30"E	113.04'
L10	S48°37'30"W	24.00'
L11	S41°22'42"E	188.33'
L12	N48°37'30"E	94.00'
L13	S41°22'30"E	60.00'
L14	N03°50'03"W	209.30'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	102.00'	18°11'42"	32.39'	16.33'
C2	98.00'	18°11'42"	31.12'	15.69'
C3	30.00'	90°00'00"	47.12'	30.00'
C4	3348.50'	04°32'56"	265.85'	132.99'
C5	25.00'	97°47'37"	42.67'	28.65'
C6	3324.50'	04°30'47"	261.86'	131.00'
C7	25.00'	86°43'22"	37.84'	23.61'
C8	30.00'	89°59'48"	47.12'	30.00'
C9	500.00'	20°42'14"	180.68'	91.33'
C10	500.00'	31°45'19"	277.12'	142.22'

LEGEND

—————	CENTERLINE
- - - - -	EASEMENT LINE
	AREA OF EASEMENT EAST PART = 17,043 S.F. ±
	AREA OF EASEMENT WEST PART = 7,267 S.F. ±
L1	LINE DATA TABLE NUMBER
C1	CURVE DATA TABLE REFERENCE NUMBER
(R)	RADIAL LINE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: CITY MANAGER

DIRECTOR: ELIZABETH N. FRETWELL

☒ **Consent** ☐ **Discussion**

SUBJECT:

ADMINISTRATIVE:

For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs located on parcels E, F and G and generally located at Symphony Park Avenue and South Grand Central Parkway - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Grant of Easement and Rights-of-Way will allow Las Vegas Valley Water District access to City Parkway V, Inc., owned property for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under those certain parcels of land located within Symphony Park (APN 139-34-110-007 and 139-34-110-009).

RECOMMENDATION:

Approval and authorization for City Parkway V, Inc., to execute the Grant of Easement and Rights-of Way.

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

APN: 139-34-110-007

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between City Parkway V

_____,
Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a permanent and perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

APN: 139-34-110-007

GRANTOR: City Parkway V

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20____.

Approved as to form

John S. Ridilla 9/20/11
John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN: 139-34-110-007

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, THENCE NORTH 27°55'16" EAST, 1,058.21 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 20°42'14", AN ARC LENGTH OF 180.68 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY NORTH 48°37'30" EAST, 987.99 FEET; THENCE SOUTH 41°22'30" EAST, 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GRAND CENTRAL PARKWAY, SAID POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°37'30" EAST, 229.03 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 25°40'55", AN ARC LENGTH OF 201.71 FEET; THENCE NORTH 74°18'39" EAST, 2.38 FEET TO A POINT OF CURVATURE ON THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 95°48'21", AN ARC LENGTH OF 50.16 FEET AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 09°53'00" EAST, 143.34 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 19°23'00", AN ARC LENGTH OF 135.32 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 647.00 FEET, THROUGH A CENTRAL ANGLE OF 18°23'44", AN ARC LENGTH OF 207.73 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 127.09 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 62°06'17" WEST, 29.00 FEET; THENCE NORTH 27°53'43" EAST, 127.09 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 618.00 FEET, THROUGH A CENTRAL ANGLE OF 37°46'43", AN ARC LENGTH OF 407.49 FEET; THENCE NORTH 09°53'00" WEST, 62.91 FEET; THENCE SOUTH 74°18'09" WEST, 17.43 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 420.00 FEET, THROUGH A CENTRAL ANGLE OF 25°40'39", AN ARC LENGTH OF 188.23 FEET;

P:\Active Projects\410.128 Union Park Parcels\Legals\410.128.19\41012819_UT-E.doc • Page 1 of 2



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THENCE SOUTH 48°37'30" WEST, 229.03 FEET; THENCE NORTH 41°22'30" WEST, 29.99 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

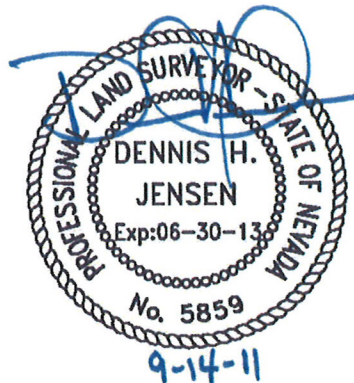
COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 41°22'30" EAST, 29.99 FEET; THENCE SOUTH 48°37'30" WEST, 229.03 FEET; THENCE SOUTH 41°22'42" EAST, 222.91 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 209.00 FEET, THROUGH A CENTRAL ANGLE OF 20°40'42", AN ARC LENGTH OF 75.43 FEET; THENCE SOUTH 62°03'24" EAST, 163.77 FEET; THENCE NORTH 27°53'43" EAST, 133.09 FEET; THENCE SOUTH 62°06'17" EAST, 29.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 127.09 FEET TO A POINT OF CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°02'53", AN ARC LENGTH OF 47.15 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 62°03'24" WEST, 162.77 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 233.00 FEET, THROUGH A CENTRAL ANGLE OF 20°40'42", AN ARC LENGTH OF 84.09 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 41°22'42" WEST, 222.90 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'12", AN ARC LENGTH OF 47.13 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°37'30" EAST, 223.03 FEET TO THE **POINT OF BEGINNING**.

SAID PARCELS CONTAIN 51,781 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859



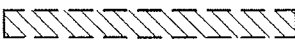
**EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
LINE TABLE TABLE**

No.	BEARING	DISTANCE
L1	N48°37'30"E	223.03'
L2	N41°22'42"W	222.90'
L3	N62°03'24"W	162.77'
L4	S27°53'43"W	127.09'
L5	N27°53'43"E	133.09'
L6	S62°03'24"E	163.77'
L7	S41°22'42"E	222.91'
L8	S48°37'30"W	229.03'
L9	N41°22'30"W	29.99'
L10	S74°18'09"W	17.43'
L11	N09°53'00"W	62.91'
L12	N62°06'17"W	29.00'
L13	S09°53'00"E	143.34'
L14	S41°22'30"E	50.00'
L15	N03°50'03"W	209.30'
L16	N74°18'39"E	2.38'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	90°00'12"	47.13'	30.00'
C2	233.00'	20°40'42"	84.09'	42.51'
C3	30.00'	90°02'53"	47.15'	30.03'
C4	209.00'	20°40'42"	75.43'	38.13'
C5	420.00'	25°40'39"	188.23'	95.72'
C6	618.00'	37°46'43"	407.49'	211.46'
C7	647.00'	18°23'44"	207.73'	104.77'
C8	400.00'	19°23'00"	135.32'	68.31'
C9	30.00'	95°48'21"	50.16'	33.21'
C10	450.00'	25°40'55"	201.71'	102.58'
C11	500.00'	20°42'14"	180.68'	91.33'
C12	500.00'	31°45'19"	277.12'	142.22'

LEGEND

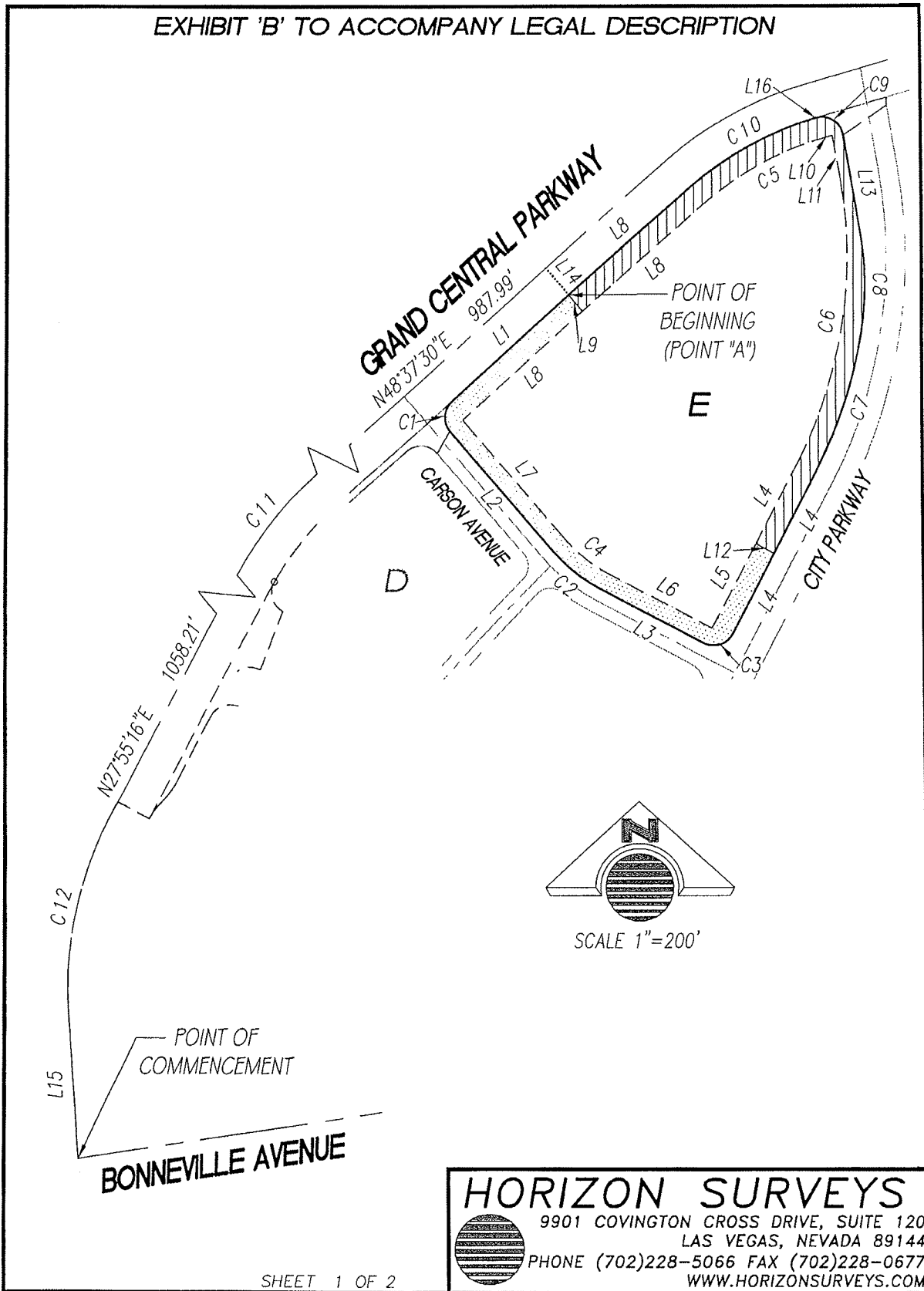
	CENTERLINE
	EASEMENT LINE
	AREA OF EASEMENT NORTH PART = 28,824 S.F. ±
	AREA OF EASEMENT SOUTH PART = 22,953 S.F. ±
L1	LINE DATA TABLE NUMBER
C1	CURVE DATA TABLE REFERENCE NUMBER

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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LAS VEGAS, NEVADA 89144
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WWW.HORIZONSURVEYS.COM

APN: 139-34-110-009

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between City Parkway V

_____,
Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a permanent and perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

APN: 139-34-110-009

GRANTOR: City Parkway V

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20____.

Approved as to form

John S. Ridilla 7/20/11

John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN: 139-34-110-009

GRANTOR: City Parkway V

Exhibit A

Exhibit 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH $03^{\circ}50'03''$ WEST, 209.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF $31^{\circ}45'19''$, AN ARC LENGTH OF 277.12 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH $27^{\circ}55'16''$ EAST, 1,058.21 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF $20^{\circ}42'14''$, AN ARC LENGTH OF 180.68 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH $48^{\circ}37'30''$ EAST, 371.44 FEET TO THE POINT OF INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE; THENCE ALONG THE CENTERLINE OF BRIDGER AVENUE, SOUTH $41^{\circ}22'30''$ EAST, 349.75 FEET TO THE POINT OF INTERSECTION OF BRIDGER AVENUE AND PROMENADE PLACE; THENCE SOUTH $61^{\circ}48'14''$ EAST, 14.81 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874, SAID POINT ALSO BEING THE **POINT OF BEGINNING** AND A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH $49^{\circ}56'39''$ EAST, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,295.50 FEET, THROUGH A CENTRAL ANGLE OF $05^{\circ}17'55''$, AN ARC LENGTH OF 304.76 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $82^{\circ}33'27''$, AN ARC LENGTH OF 36.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CARSON AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 267.00 FEET, THROUGH A CENTRAL ANGLE OF $09^{\circ}58'07''$, AN ARC LENGTH OF 46.45 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH $62^{\circ}03'24''$ EAST, 162.84 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF $89^{\circ}57'07''$, AN ARC LENGTH OF 47.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH $27^{\circ}53'43''$ WEST, 277.75 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY,

P:\Active Projects\410.128 Union Park Parcels_Legals\410.128.19\41012819_UT-F.doc • Page 1 of 2



Horizon Surveys

9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

NORTH 62°03'12" WEST, 29.00 FEET; THENCE NORTH 27°53'43" EAST, 283.73 FEET; THENCE NORTH 62°03'24" WEST, 163.84 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 291.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'29", AN ARC LENGTH OF 51.51 FEET TO A POINT OF CUSP ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH 44°37'49" EAST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3271.50 FEET, THROUGH A CENTRAL ANGLE OF 05°13'25", AN ARC LENGTH OF 298.27 FEET; THENCE NORTH 62°03'12" WEST, 24.55 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 21,504 SQUARE FEET MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

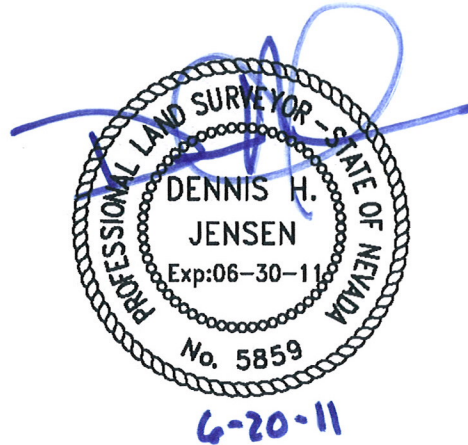
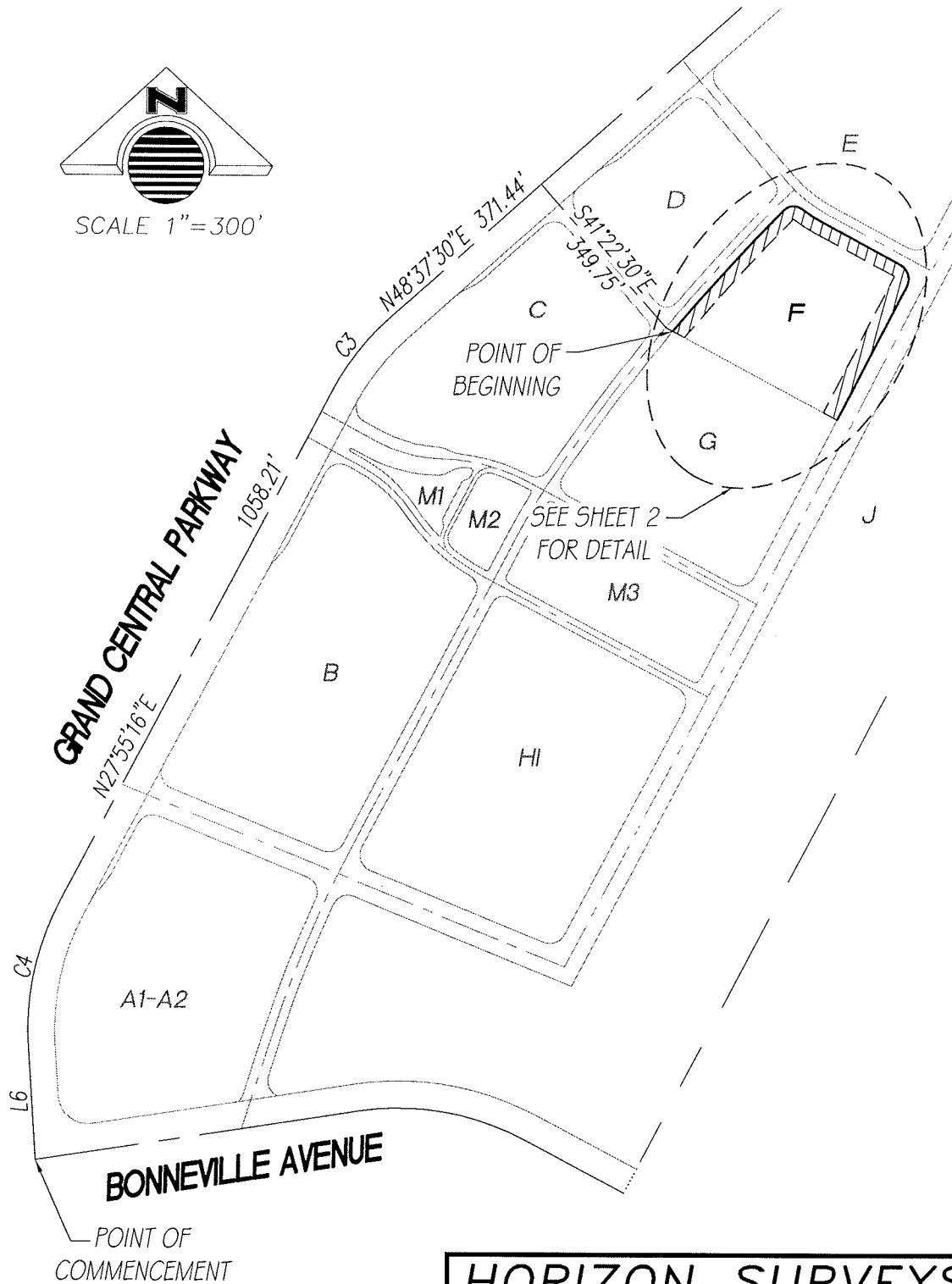


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=300'



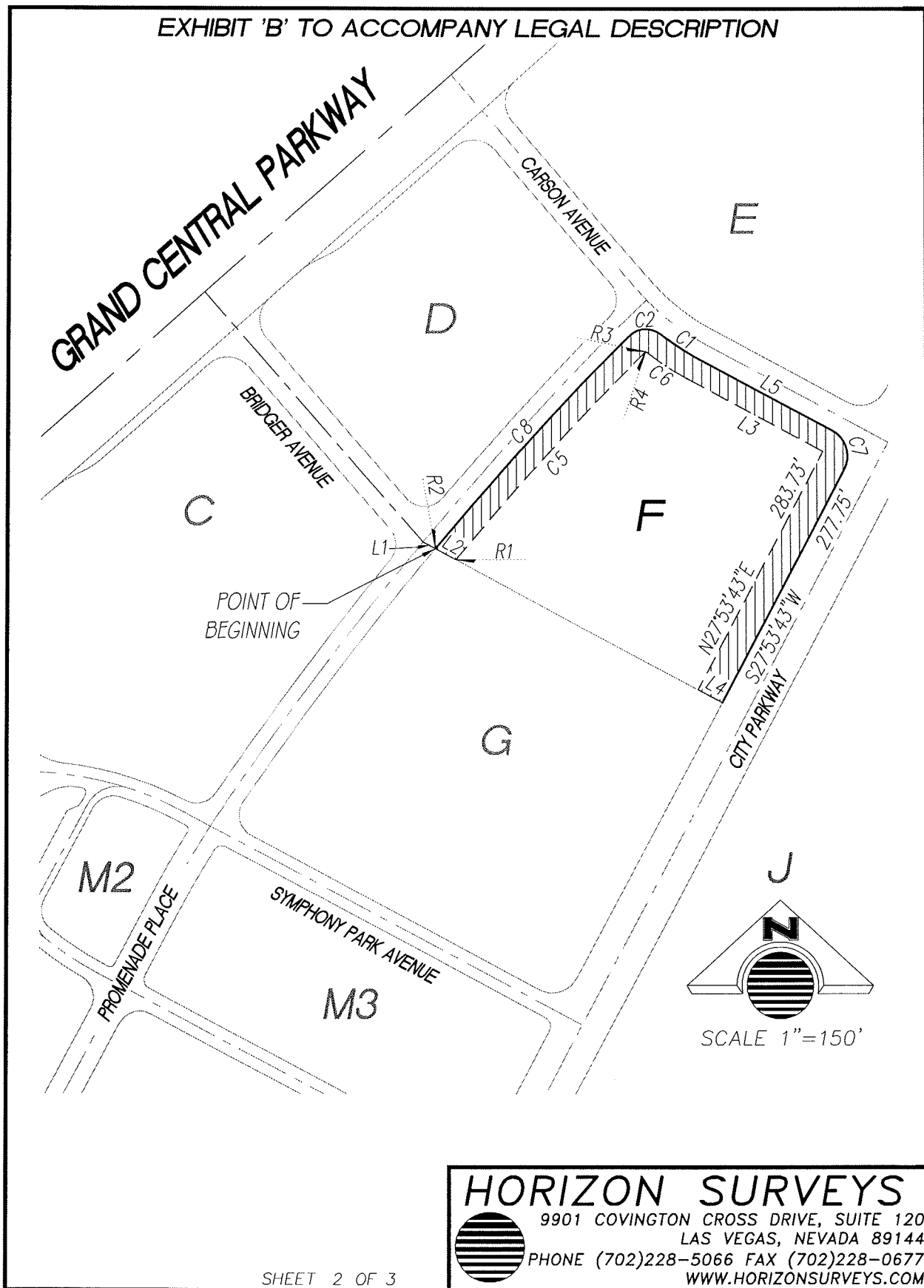
SHEET 1 OF 3

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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PHONE (702)228-5066 FAX (702)228-0677
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

RADIAL TABLE TABLE

No.	BEARING
R1	S49°51'14"E
R2	S49°56'39"E
R3	S38°05'05"W
R4	S44°37'49"E

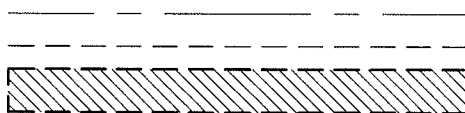
LINE TABLE TABLE

No.	BEARING	DISTANCE
L1	S61°48'14"E	14.81'
L2	N62°03'12"W	24.55'
L3	N62°03'24"W	163.84'
L4	N62°03'12"W	29.00'
L5	S62°03'24"E	162.84'
L6	N03°50'03"W	209.30'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	267.00'	09°58'07"	46.45'	23.29'
C2	25.00'	82°33'27"	36.02'	21.95'
C3	500.00'	20°42'14"	180.68'	91.33'
C4	500.00'	31°45'19"	277.12'	142.22'
C5	3271.50'	05°13'26"	298.27'	149.24'
C6	291.00'	10°08'29"	51.51'	25.82'
C7	30.00'	89°57'07"	47.10'	29.97'
C8	3295.50'	05°17'55"	304.76'	152.49'

LEGEND



CENTERLINE

EASEMENT LINE

AREA OF EASEMENT NORTH PART =21,504 S.F.±

L1

LINE DATA TABLE NUMBER

C1

CURVE DATA TABLE NUMBER

—...R1...

RADIAL LINE TABLE NUMBER

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144

PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

APN: 139-34-110-009

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY
WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part,
hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful
money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of
land, now or hereafter, except that said parcel may be improved and used for street, road or
driveway purposes, and for other utilities, insofar as such use does not interfere with its use
by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

APN: 139-34-110-009

GRANTOR: City Parkway V

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20____.

Approved as to form

John S. Ridilla 7/20/11
John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that _he_ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN: 139-34-110-009

GRANTOR: City Parkway V

Exhibit A

Exhibit 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH 27°55'16" EAST, 1,058.21 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 20°42'14", AN ARC LENGTH OF 180.68 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY, NORTH 48°37'30" EAST, 371.44 FEET TO THE POINT OF INTERSECTION OF GRAND CENTRAL PARKWAY AND BRIDGER AVENUE; THENCE ALONG THE CENTERLINE OF BRIDGER AVENUE, SOUTH 41°22'30" EAST, 349.75 FEET TO THE POINT OF INTERSECTION OF BRIDGER AVENUE AND PROMENADE PLACE; THENCE SOUTH 61°48'14" EAST, 14.81 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 62°03'12" EAST, 24.55 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH 49°51'14" EAST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3271.50 FEET, THROUGH A CENTRAL ANGLE OF 05°51'33", AN ARC LENGTH OF 334.55 FEET; THENCE SOUTH 62°04'44" EAST, 345.72 FEET; THENCE NORTH 27°53'43" EAST, 329.88 FEET; THENCE SOUTH 62°03'12" EAST, 29.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 327.86 FEET TO A POINT OF CURVATURE ON THE MOST NORTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°01'33", AN ARC LENGTH OF 47.14 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 344.04 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 96°18'53", AN ARC LENGTH OF 42.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROMENADE



PLACE, SAID POINT ALSO BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID
EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE
SOUTHEASTERLY, HAVING A RADIUS OF 3295.50 FEET, THROUGH A CENTRAL ANGLE OF 05°49'12", AN
ARC LENGTH OF 334.75 FEET TO THE POINT OF BEGINNING.

SAID PARCELS CONTAIN 28,440 SQUARE FEET MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

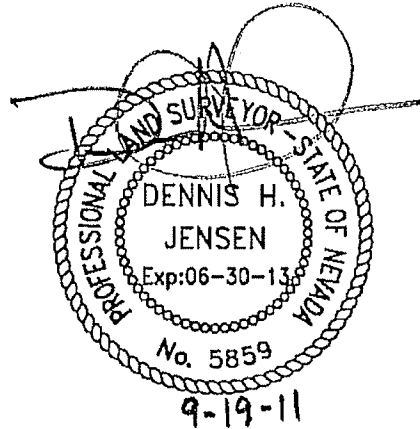
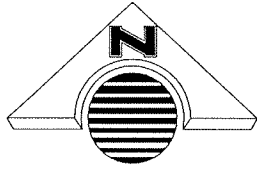
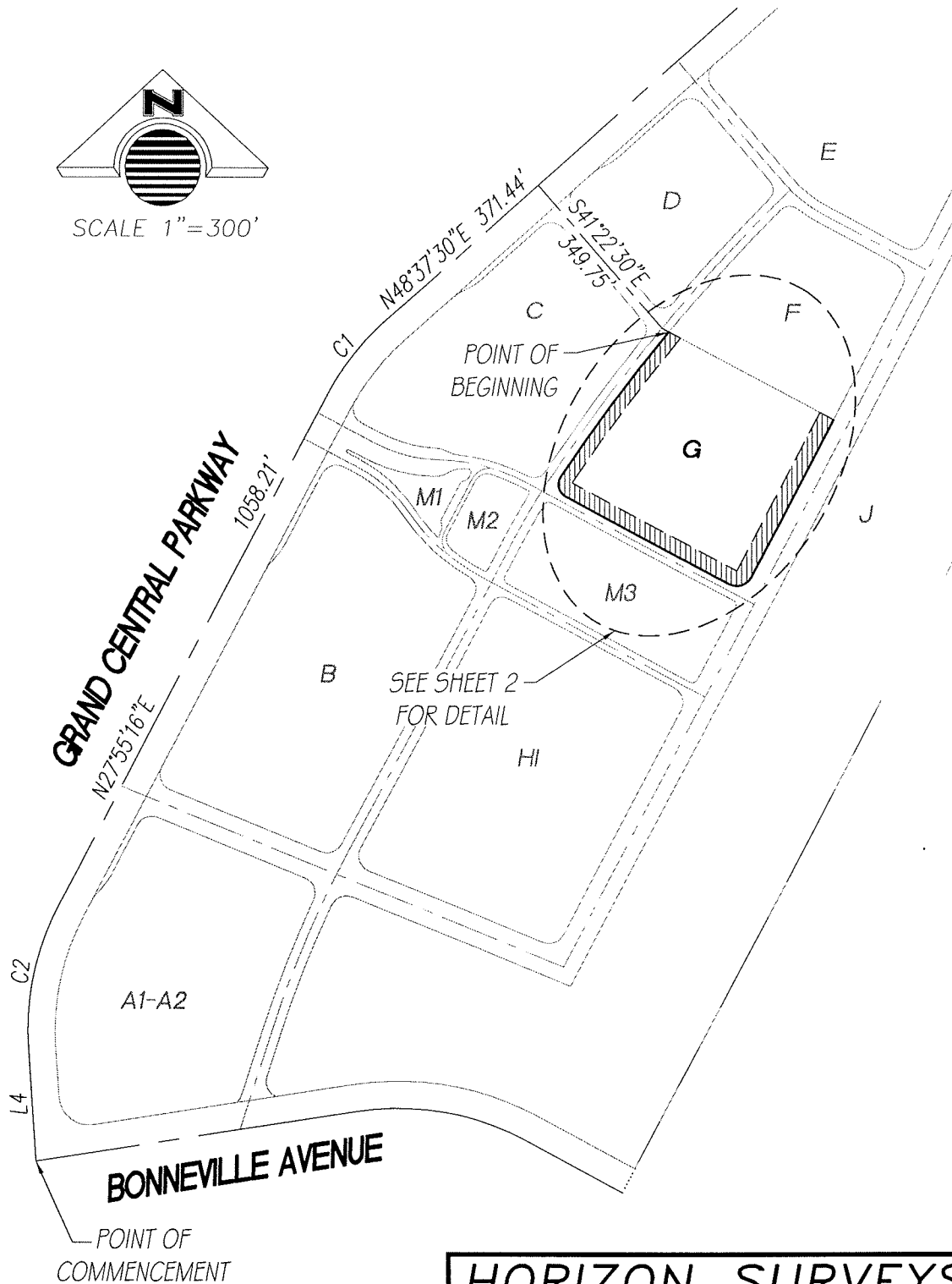


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=300'



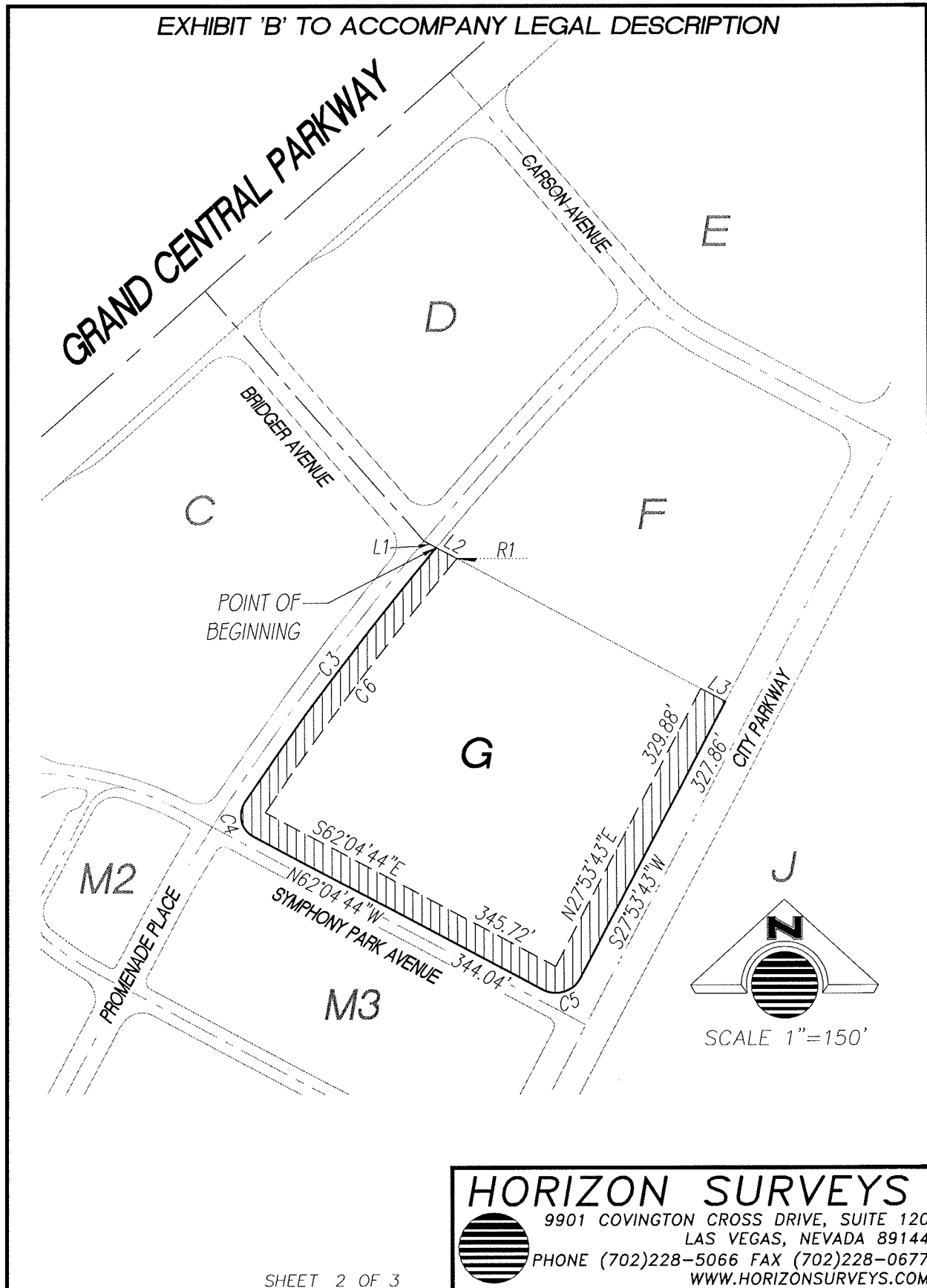
SHEET 1 OF 3

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
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WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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 LAS VEGAS, NEVADA 89144
 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

RADIAL TABLE TABLE

No.	BEARING
R1	N49°51'14"W

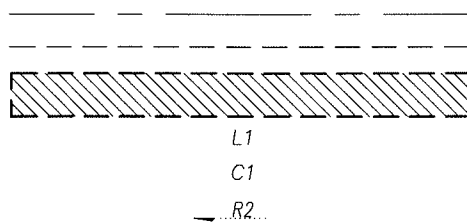
LINE TABLE TABLE

No.	BEARING	DISTANCE
L1	S61°48'14"E	14.81'
L2	S62°03'12"E	24.55'
L3	S62°03'12"E	29.00'
L4	N03°50'03"W	209.30'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	20°42'14"	180.68'	91.33'
C2	500.00'	31°45'19"	277.12'	142.22'
C3	3295.50'	05°49'12"	334.75'	167.52'
C4	25.00'	96°18'53"	42.03'	27.92'
C5	30.00'	90°01'33"	47.14'	30.01'
C6	3271.50'	05°51'33"	334.55'	167.42'

LEGEND



CENTERLINE

EASEMENT LINE

AREA OF EASEMENT SOUTH PART = 28,441 S.F. ±

LINE DATA TABLE NUMBER

CURVE DATA TABLE NUMBER

RADIAL LINE TABLE NUMBER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: CITY MANAGER

DIRECTOR: ELIZABETH N. FRETWELL

☒ **Consent** ☐ **Discussion**

SUBJECT:

ADMINISTRATIVE:

For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcels J, K, L, M4, N, O1 and O2, located at 870 West Bonneville Avenue - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Grant of Easement and Rights-of-Way will allow Las Vegas Valley Water District access to City Parkway V, Inc., owned property for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land located within Symphony Park (APN 139-34-211-002).

RECOMMENDATION:

Approval and authorization for City Parkway V, Inc., to execute the Grant of Easement and Rights-of-Way.

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

APN: 139-34-211-002

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY
WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part,
hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful
money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of
land, now or hereafter, except that said parcel may be improved and used for street, road or
driveway purposes, and for other utilities, insofar as such use does not interfere with its use
by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

APN: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 457.73 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 08°50'03" WEST, 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BONNEVILLE AVENUE AS SHOWN ON SAID PLAT AND THE **POINT OF BEGINNING**, SAID POINT ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874 AND A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FROM WHICH THE RADIUS OF SAID CURVE BEARS NORTH 23°34'12" EAST, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 84°19'46", AN ARC LENGTH OF 44.15 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 17°53'58" EAST, 80.13 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2036.00 FEET, THROUGH A CENTRAL ANGLE OF 07°15'09", AN ARC LENGTH OF 257.71 FEET TO A POINT OF A COMPOUND CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°56'59", AN ARC LENGTH OF 45.53 FEET; TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 67°53'54" EAST, 417.69 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS OF SAID CURVE BEARS NORTH 81°04'54" WEST; THENCE DEPARTING SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 340.91 FEET, THROUGH A CENTRAL ANGLE OF 10°13'16", AN ARC LENGTH OF 60.82 FEET; THENCE SOUTH 20°48'03" WEST, 22.88 FEET; THENCE NORTH 62°06'17" WEST, 435.44 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH 65°06'55" EAST; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2012 FEET, THROUGH A CENTRAL ANGLE OF 06°59'07", AND AN ARC LENGTH OF 245.30 FEET; THENCE SOUTH 17°53'58" WEST, 94.72 FEET; THENCE SOUTH 06°39'10" WEST, 15.57 FEET TO THE **POINT OF BEGINNING**.



SAID PARCELS CONTAIN 35,309 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

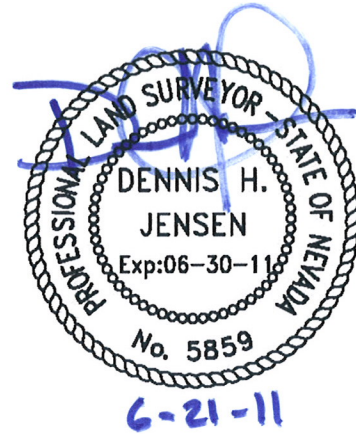
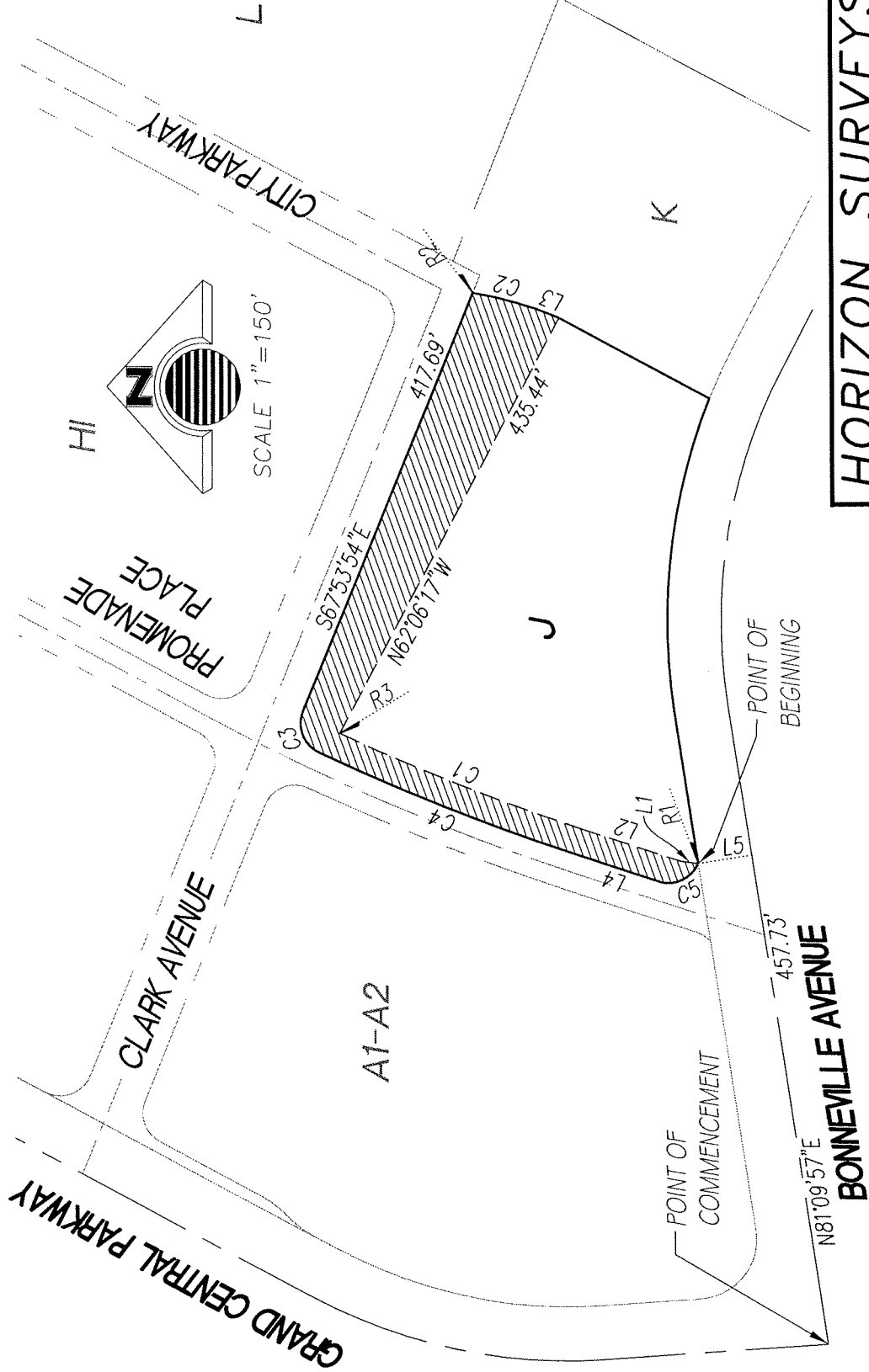


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



HORIZON SURVEYS
 9901 COVINGTON CROSS DRIVE, SUITE 120
 LAS VEGAS, NEVADA 89144
 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM

RADIAL TABLE **EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION**

No.	BEARING
R1	N23°34'12"E
R2	N81°04'54"W
R3	S65°06'55"E

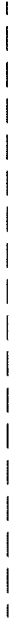
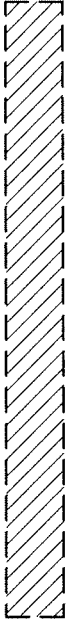
LINE TABLE

No.	BEARING	DISTANCE
L1	S06°39'10"W	15.57'
L2	S17°53'58"W	94.72'
L3	S20°48'03"W	22.88'
L4	N17°53'58"E	80.13'
L5	N08°50'03"W	50.00'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	2012.00'	06°59'07"	245.30'	122.80'
C2	340.91'	10°13'16"	60.82'	30.49'
C3	30.00'	86°56'59"	45.53'	28.44'
C4	2036.00'	07°15'09"	257.71'	129.03'
C5	30.00'	84°19'46"	44.15'	27.17'

LEGEND

- 


- CENTERLINE

EASEMENT LINE

AREA OF EASEMENT = 35,309 S.F. ±
- L1

C1

R1
- LINE DATA TABLE NUMBER

CURVE DATA TABLE NUMBER

RADIAL LINE TABLE NUMBER



HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
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WWW.HORIZONSURVEYS.COM

APN: 139-34-211-002

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY
WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part,
hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful
money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of
land, now or hereafter, except that said parcel may be improved and used for street, road or
driveway purposes, and for other utilities, insofar as such use does not interfere with its use
by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

GRANTOR: City Parkway V

- IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands
this _____ day of _____, 20____.

John S. Ridilla 9/20/11
John S. Ridilla Date
Deputy City Attorney

WITNESS my hand and official seal.

Notary Seal/Stamp

APN: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN IN SAID PLAT; THENCE ALONG THE EASTERLY LINE OF THEREOF, NORTH 27°55'16" EAST, 295.44 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 67°53'54" WEST, 235.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 27°53'43" WEST, 114.52 FEET; THENCE NORTH 62°06'17" WEST, 29.00 FEET; THENCE NORTH 20°48'03" EAST, 22.88 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE, FROM WHICH THE RADIUS OF SAID CURVE BEARS NORTH 70°51'38" WEST, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 340.91 FEET, THROUGH A CENTRAL ANGLE OF 10°13'16", AND AN ARC LENGTH OF 60.82 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CLARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 67°53'54" EAST, 17.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°53'43" EAST, 28.14 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 67°53'54" EAST, 29.15 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 3,867 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

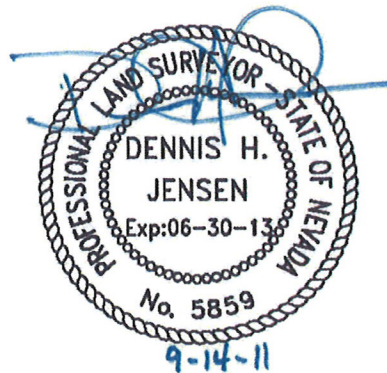
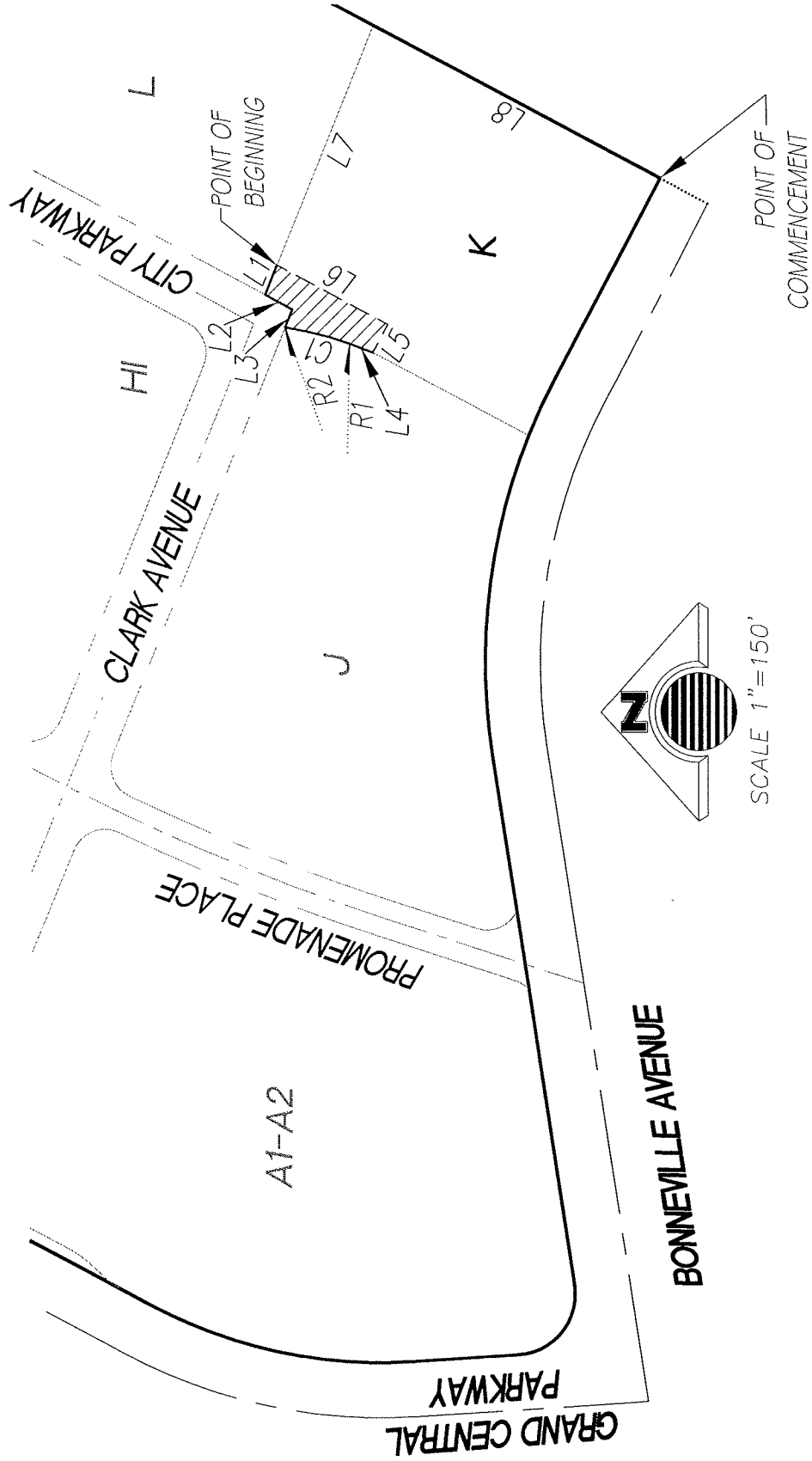


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



HORIZON SURVEYS
 9901 COVINGTON CROSS DRIVE, SUITE 120
 LAS VEGAS, NEVADA 89144
 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	S67°53'54"E	29.15'
L2	N27°53'43"E	28.14'
L3	S67°53'54"E	17.47'
L4	N20°48'03"E	22.88'
L5	N62°06'17"W	29.00'
L6	S27°53'43"W	114.52'
L7	N67°53'54"W	235.00'
L8	N27°55'16"E	295.44'

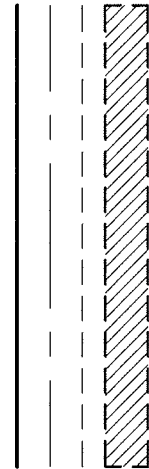
CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	340.91'	10°13'16"	60.82'	30.49'

RADIAL TABLE

No.	BEARING
R1	N70°51'38"W
R2	S81°04'54"E

LEGEND



L1
C1
R1

BOUNDARY OF LOT 5 PER BOOK 53 OF PLATS, PAGE 61
CENTERLINE
EASEMENT LINE
AREA OF EASEMENT 3,867 S.F.±

LINE DATA TABLE NUMBER
CURVE DATA TABLE NUMBER
RADIAL LINE TABLE NUMBER

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

APN: 139-34-211-002

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

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and between City Parkway V

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APN: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

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COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN IN SAID PLAT; THENCE ALONG THE EASTERLY LINE OF THEREOF, NORTH 27°55'16" EAST, 295.44 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 67°53'54" WEST, 235.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 67°53'54" WEST, 29.15 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°53'43" EAST, 560.24 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 62°04'44" EAST, 29.00 FEET; THENCE SOUTH 27°53'43" WEST, 557.28 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 16,204 SQUARE FEET, MORE OR LESS.

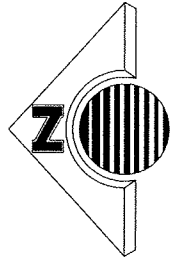
(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

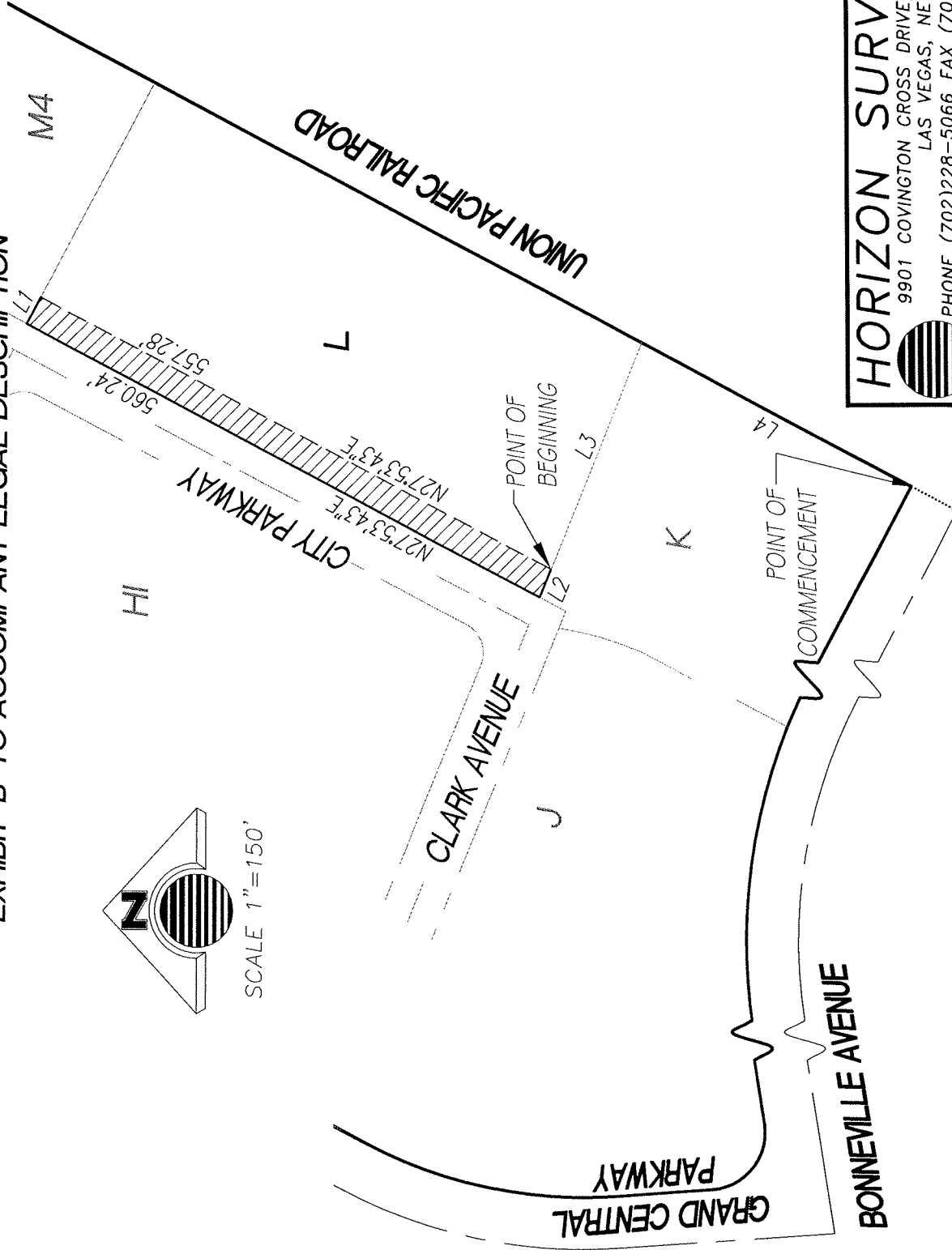
LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=150'



HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144

PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	S62°04'44"E	29.00'
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L4	N27°55'16"E	295.44'

LEGEND

BOUNDARY OF LOT 5 PER BOOK 53 OF PLATS, PAGE 61

CENTERLINE

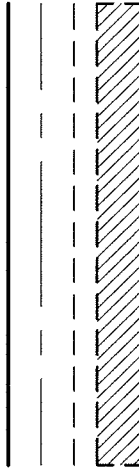
EASEMENT LINE

AREA OF EASEMENT 16,204 S.F.±

LINE DATA TABLE NUMBER

CURVE DATA TABLE NUMBER

RADIAL LINE TABLE NUMBER



L1

C1

R1

HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144

PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

APN: 139-34-211-002

Recorded For:

Las Vegas Valley Water District
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APN: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

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COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 27°55'16" EAST, 828.90 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°04'44" WEST, 234.04 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 62°04'44" WEST, 29.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°53'43" EAST, 193.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 62°04'44" EAST, 29.00 FEET; THENCE SOUTH 27°53'43" WEST, 193.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 5,597 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

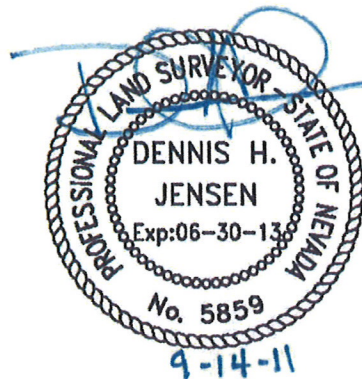
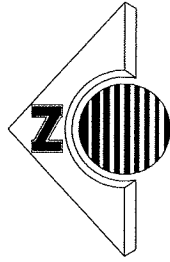
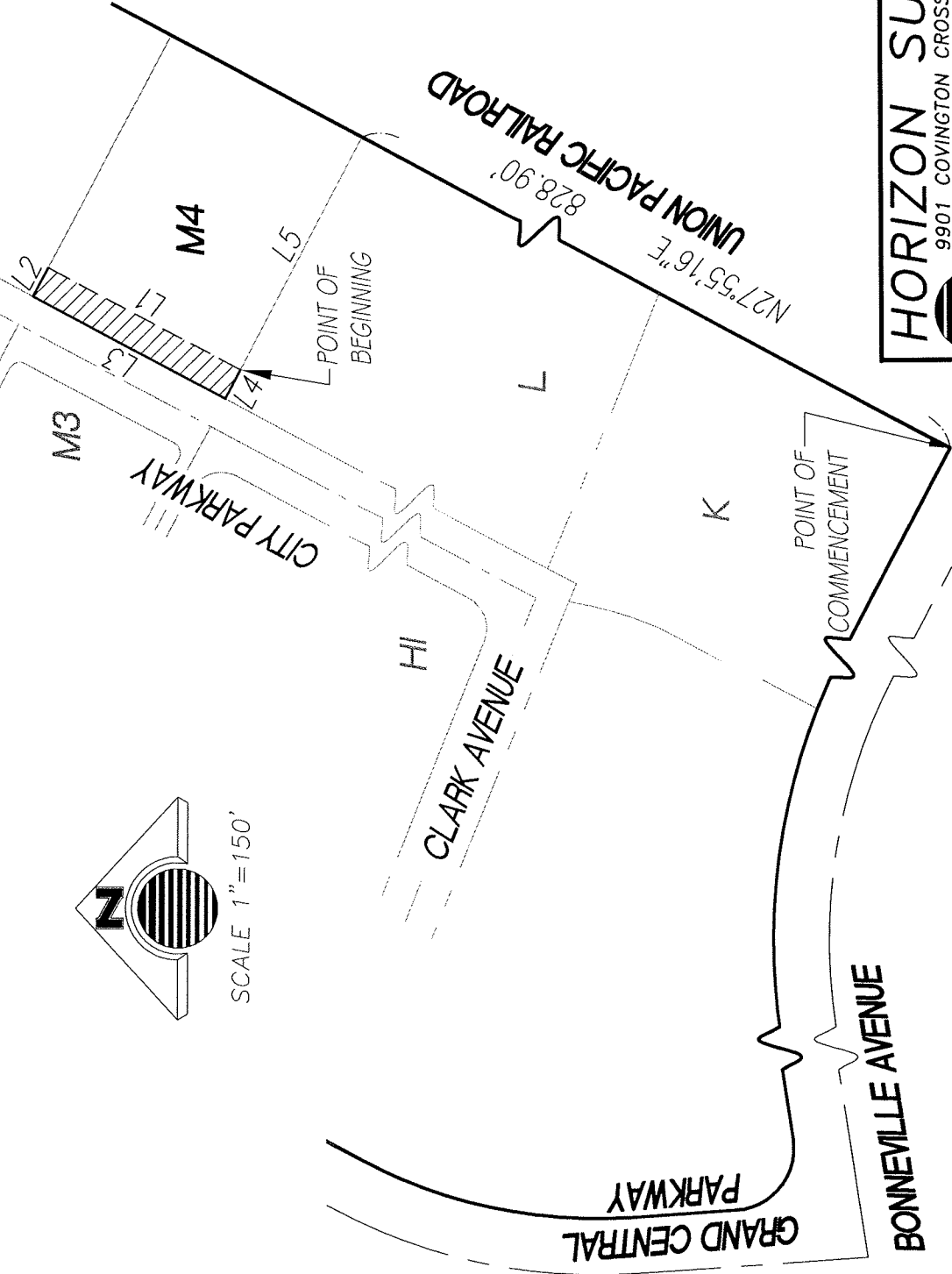


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=150'



HORIZON SURVEYS
 9901 COVINGTON CROSS DRIVE, SUITE 120
 LAS VEGAS, NEVADA 89144
 PHONE (702)228-5066 FAX (702)228-0677
 WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	S27°53'43"W	193.00'
L2	S62°04'44"E	29.00'
L3	N27°53'43"E	193.00'
L4	N62°04'44"W	29.00'
L5	N62°04'44"W	234.04'

LEGEND

- BOUNDARY OF LOT 5 PER BOOK 53 OF PLA
- CENTERLINE
- EASEMENT LINE
- AREA OF EASEMENT 5,597 S.F.±
- LINE DATA TABLE NUMBER

L1

**HORIZON SURVEYS**

9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

APN: 139-34-211-002

Recorded For:

Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between City Parkway V

_____,
Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a permanent and perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

GRANTOR: City Parkway V

- IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands
this _____ day of _____, 20____.

John S. Ridilla 9/20/11
John S. Ridilla Date
Deputy City Attorney

Notary Seal/Stamp

APN: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 27°55'16" EAST, 1021.90 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°04'44" WEST, 234.13 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 62°04'44" WEST, 29.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°53'43" EAST, 369.35 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 62°03'12" EAST, 29.00 FEET; THENCE SOUTH 27°53'43" WEST, 369.33 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 10,711 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

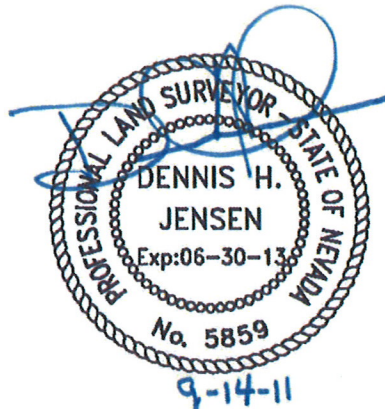
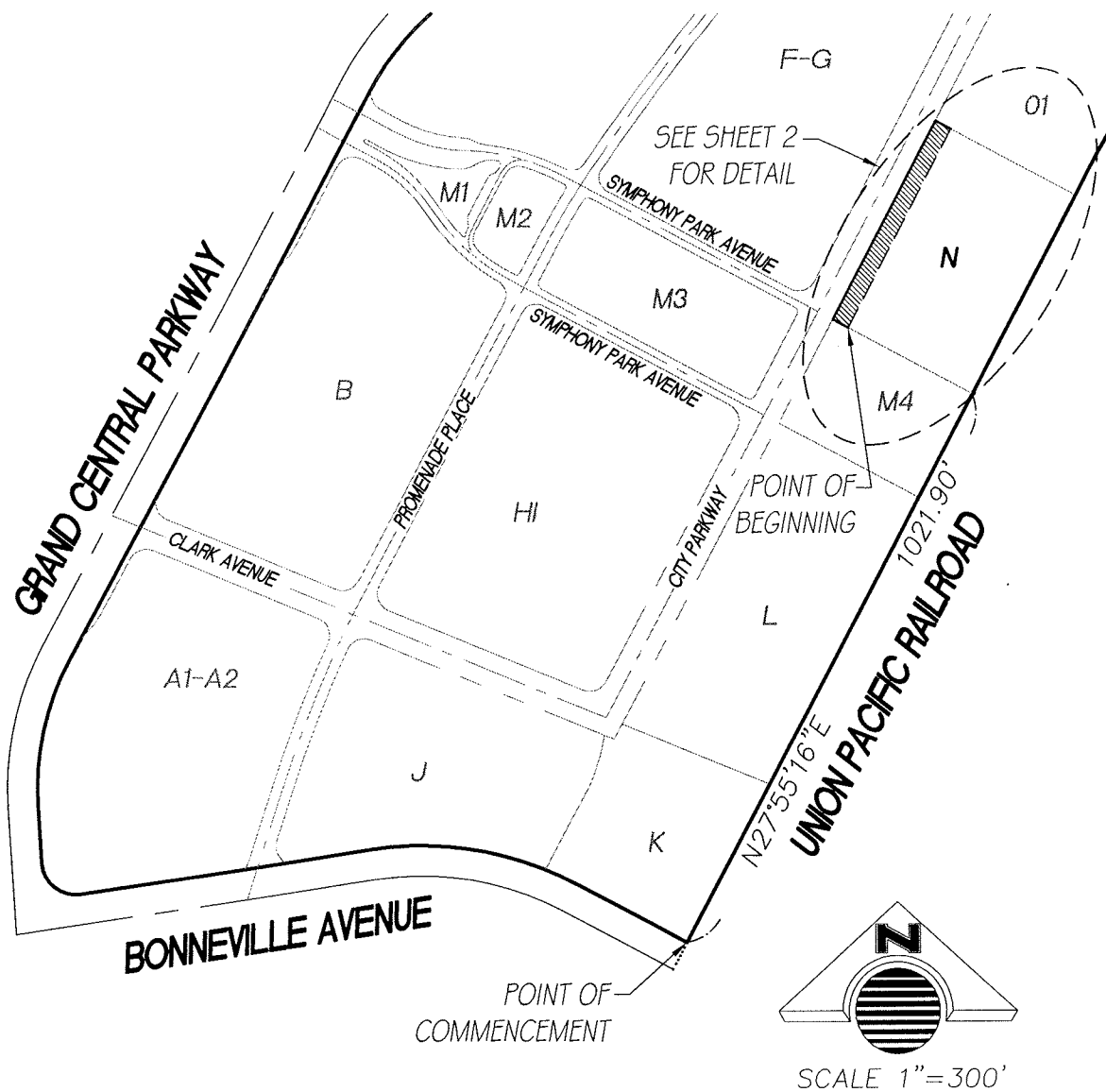


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

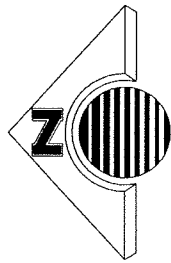


HORIZON SURVEYS



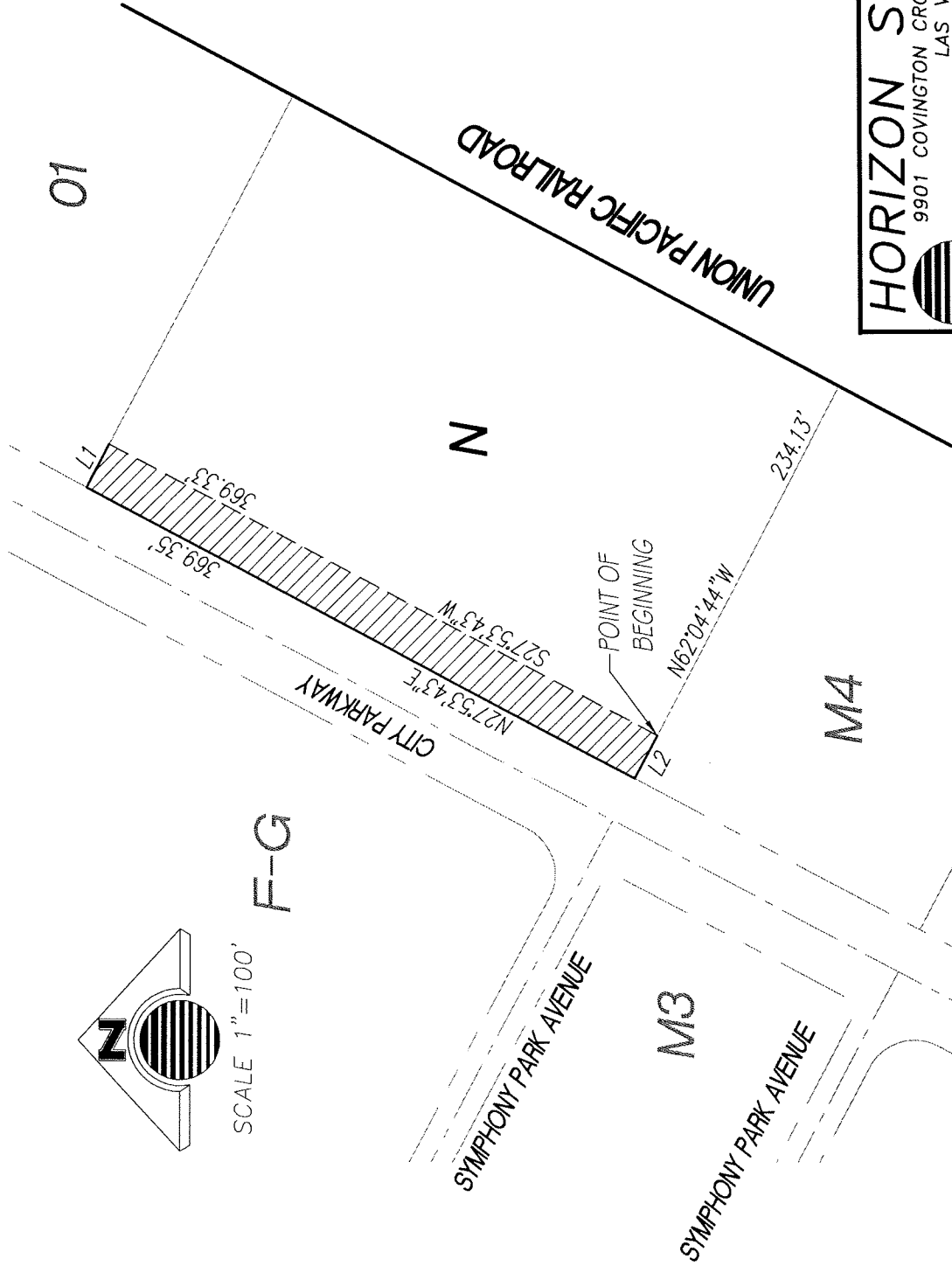
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=100'

F-G



**HORIZON SURVEYS**
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	S62°03'12"E	29.00'
L2	N62°04'44"W	29.00'

LEGEND

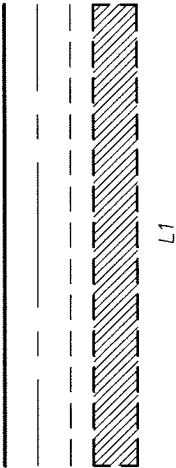
BOUNDARY OF LOT 5 PER BOOK 53 OF PLATS, PAGE 61

CENTERLINE

EASEMENT LINE

AREA OF EASEMENT 10,711 SQUARE FEET ±

LINE DATA TABLE NUMBER



**HORIZON SURVEYS**

9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
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WWW.HORIZONSURVEYS.COM

APN: 139-34-211-002

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City Parkway V

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a permanent and perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
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GRANTOR: City Parkway V

- IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands
this _____ day of _____, 20____.

Date _____

WITNESS my hand and official seal.

Notary Seal/Stamp

APN: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

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COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 27°55'16" WEST, 1059.42 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°03'24" WEST, 234.44 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 27°53'43" WEST, 324.73 FEET; THENCE NORTH 62°03'12" WEST, 29.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°53'43" EAST, 324.73 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 62°03'24" EAST, 29.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 9,417 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

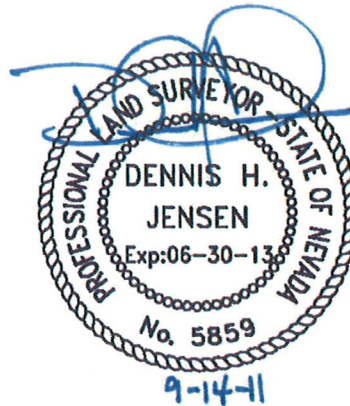
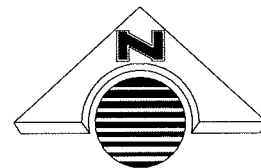
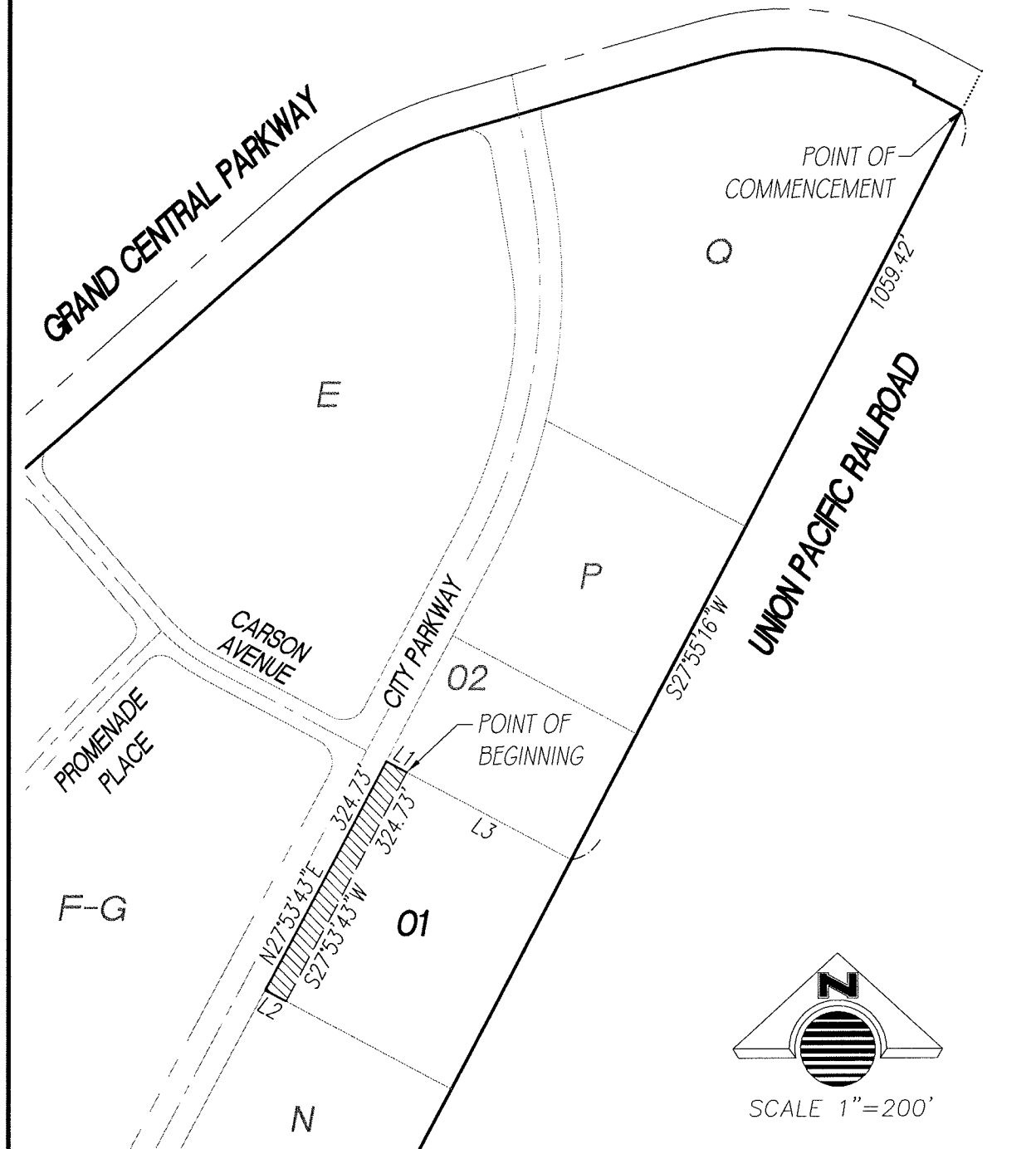


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=200'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	S62°03'24"E	29.00'
L2	N62°03'12"W	29.00'
L3	N62°03'24"W	234.44'

LEGEND

-
- - - - -
- - - - -
- AREA OF EASEMENT 9,417 SQUARE FEET ±
- LINE DATA TABLE NUMBER

L1



HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 120
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and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
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improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

GRANTOR: City Parkway V

- IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands
this _____ day of _____, 20____.

John S. Ridilla 9/29/11
John S. Ridilla Date
Deputy City Attorney

Notary Seal/Stamp

APN: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

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LEGAL DESCRIPTION

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PARCEL CONTAINS 5,159 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

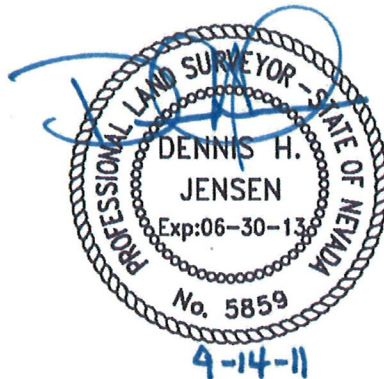
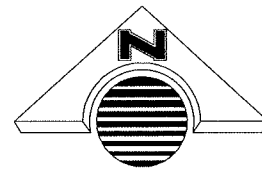
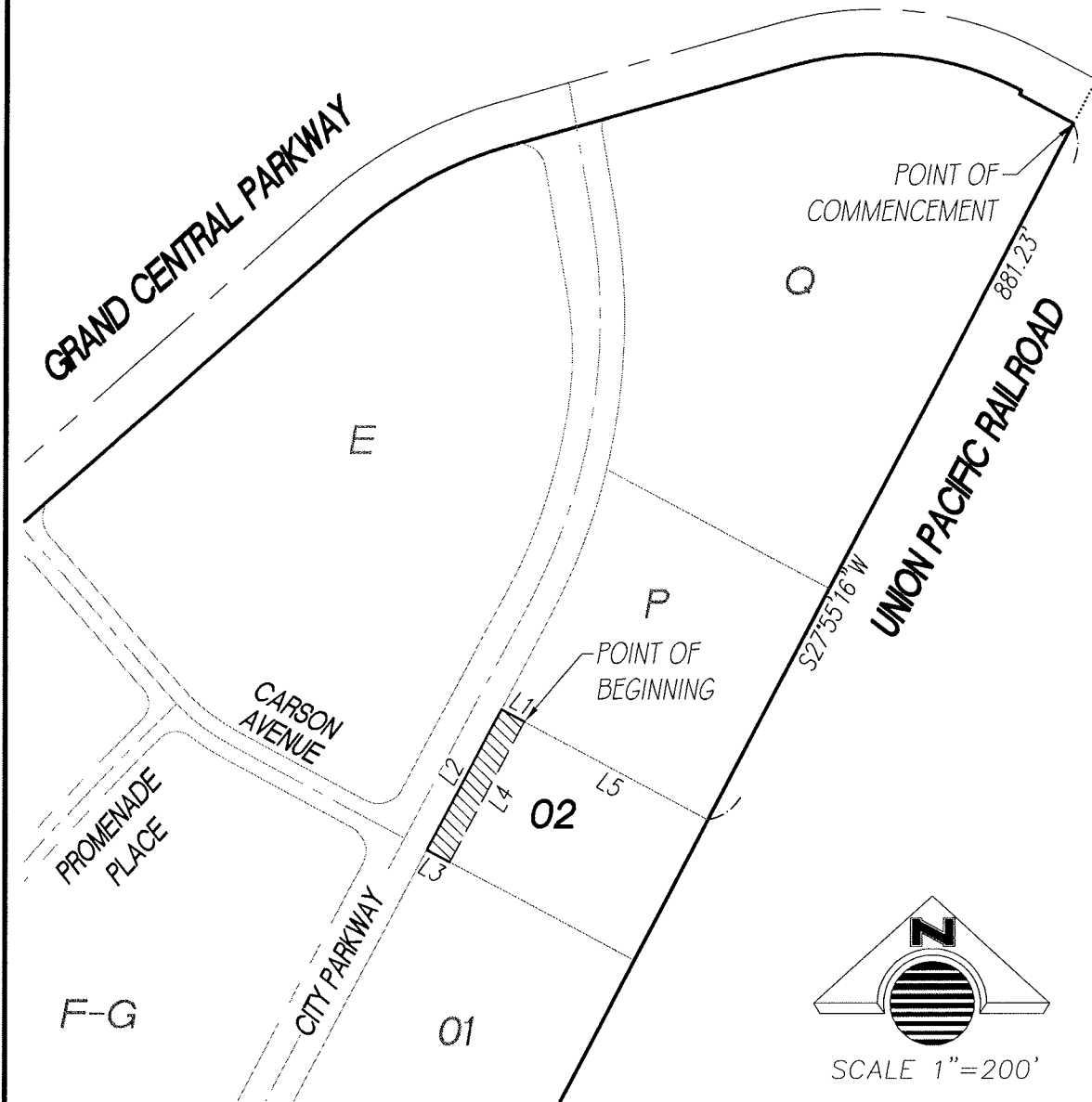


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=200'

HORIZON SURVEYS



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LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	S62°07'30"E	29.00'
L2	N27°53'43"E	177.87'
L3	N62°03'24"W	29.00'
L4	S27°53'43"W	177.91'
L5	N62°07'30"W	234.52'

LEGEND

-  BOUNDARY OF LOT 5 PER BOOK 53 OF PLATS, PAGE 61
-  CENTERLINE
-  EASEMENT LINE
-  AREA OF EASEMENT 5,159 SQUARE FEET ±
-  LINE DATA TABLE NUMBER

L1



HORIZON SURVEYS

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PHONE (702)228-5066 FAX (702)228-0677
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: CITY MANAGER

DIRECTOR: ELIZABETH N. FRETWELL

☒ **Consent** ☐ **Discussion**

SUBJECT:

ADMINISTRATIVE:

For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway V, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcel M3, located at 464 Symphony Park Avenue - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Grant of Easement and Rights-of-Way will allow Las Vegas Valley Water District access to City Parkway V, Inc., owned property for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land located within Symphony Park (APN 139-34-211-001).

RECOMMENDATION:

Approval and authorization for City Parkway V, Inc. to execute the Grant of Easement and Rights-of-Way.

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

APN: 139-34-211-001

Recorded For:

Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

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and between City Parkway V

_____,
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hereinafter known as the "GRANTEE".

WITNESSETH

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money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
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by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

APN: 139-34-211-001

GRANTOR: City Parkway V

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20 ____.

Approved as to form

John S. Ridilla 9/20/11
John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN: 139-34-211-001

GRANTOR: City Parkway V

Exhibit A

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, AND NOWRTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 383.24 FEET TO THE CENTERLINE INTERSECTION OF BONNEVILLE AVENUE AND PROMENADE PLACE; THENCE ALONG THE CENTERLINE OF PROMENADE PLACE, NORTH 17°53'58" EAST, 188.15 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF PROMENADE PLACE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2053.00 FEET, THROUGH A CENTRAL ANGLE OF 10°06'52", AN ARC LENGTH OF 362.42 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF PROMENADE PLACE, NORTH 28°00'50" EAST, 562.10 FEET TO THE CENTERLINE INTERSECTION OF PROMENADE PLACE AND SYMPHONY PARK AVENUE; THENCE ALONG THE CENTERLINE OF SAID SYMPHONY PARK AVENUE, SOUTH 62°04'44" EAST, 236.82 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 27°55'16" EAST, 11.50 FEET TO A POINT ON THE RIGHT-OF-WAY OF SYMPHONY PARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874, SAID POINT HEREINAFTER REFERED TO AS POINT "A", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 209.78 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90°05'34", AN ARC LENGTH OF 15.72 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 28°00'50" EAST, 73.81 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG AN ARC TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1130.00 FEET, THROUGH A CENTRAL ANGLE OF 03°54'04", AN ARC LENGTH OF 76.94 FEET TO A POINT OF COMPOUND CURVATURE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SYMPHONY PARK AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE, ALONG AN ARC TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 86°00'22", AN ARC LENGTH OF 15.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 206.94 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 27°55'16" WEST, 15.00 FEET; THENCE NORTH 62°04'44" WEST, 202.27 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE, FROM WHICH THE RADIUS OF SAID CURVE BEARS SOUTH 58°19'29" EAST, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1115.00 FEET, THROUGH A CENTRAL ANGLE OF 03°39'41", AN ARC LENGTH OF 71.25 FEET; THENCE SOUTH 28°00'50" WEST, 68.80 FEET; THENCE SOUTH 62°04'44" EAST, 204.77 FEET; THENCE SOUTH 27°55'16" WEST, 15.00 FEET TO THE **POINT OF BEGINNING**.



TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE AFOREMENTIONED **POINT "A"**; THENCE NORTH 27°55'16" EAST, 15.00 FEET; THENCE SOUTH 62°04'44" EAST, 170.22 FEET; THENCE NORTH 27°53'43" EAST, 140.00 FEET; THENCE NORTH 62°04'44" WEST, 170.15 FEET; THENCE NORTH 27°55'16" EAST, 15.00 FEET TO THE RIGHT-OF-WAY LINE OF SAID SYMPHONY PARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 175.15 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 89°58'27", AN ARC LENGTH OF 15.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 150.00 FEET TO A POINT OF CURVATURE ON THE RIGHT-OF-WAY LINE OF SAID SYMPHONY PARK AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 90°01'33", AN ARC LENGTH OF 15.71 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 175.22 FEET TO THE **POINT OF BEGINNING**.

PARCELS CONTAIN 16,223 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

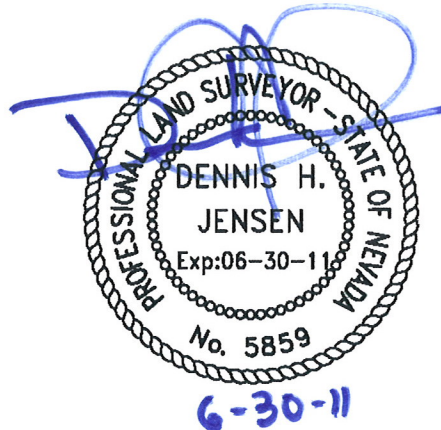
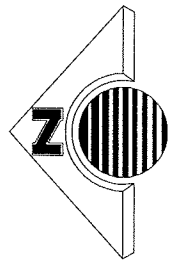
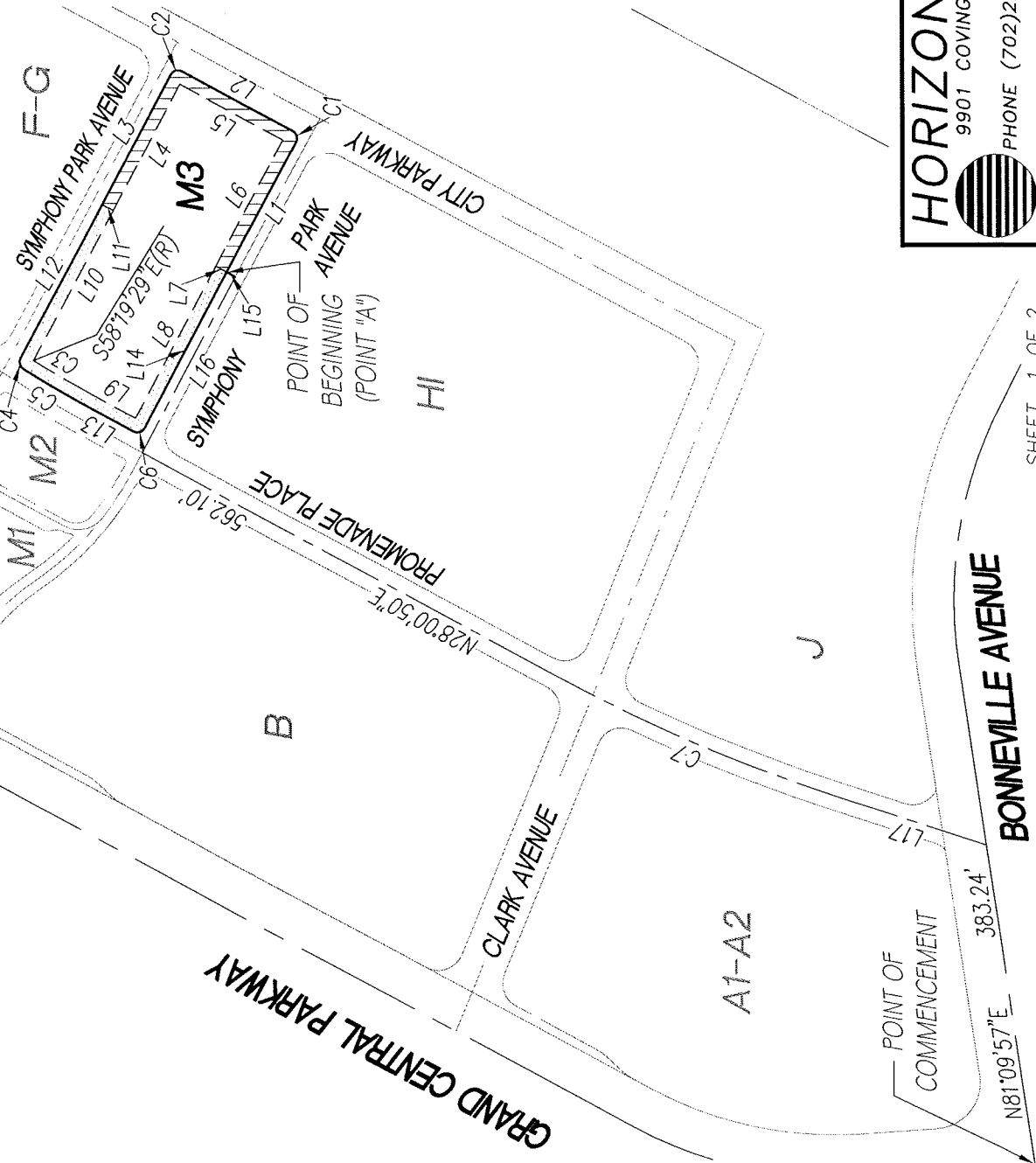


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1" = 200'



SHEET 1 OF 2

HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE TABLE

No.	BEARING	DISTANCE
L1	N62°04'44"W	175.22'
L2	S27°53'43"W	150.00'
L3	S62°04'44"E	175.15'
L4	N62°04'44"W	170.15'
L5	N27°53'43"E	140.00'
L6	S62°04'44"E	170.22'
L7	N27°55'16"E	15.00'
L8	S62°04'44"E	204.77'
L9	S28°00'50"W	68.80'
L10	N62°04'44"W	202.27'
L11	S27°55'16"W	15.00'
L12	S62°04'44"E	206.94'
L13	N28°00'50"E	73.81'
L14	N62°04'44"W	209.78'
L15	N27°55'16"E	11.50'
L16	S62°04'44"E	236.82'
L17	N17°53'58"E	188.15'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	10.00'	90°01'33"	15.71'	10.00'
C2	10.00'	89°58'27"	15.70'	10.00'
C3	1115.00'	03°39'41"	71.25'	35.64'
C4	10.00'	86°00'22"	15.01'	9.33'
C5	1130.00'	03°54'04"	76.94'	38.48'
C6	10.00'	90°05'34"	15.72'	10.02'
C7	2053.00'	10°06'52"	362.42'	181.68'

LEGEND

	CENTERLINE
	EASEMENT LINE
	AREA OF EASEMENT EAST PART = 7,613 S.F. ±
	AREA OF EASEMENT WEST PART = 8,610 S.F. ±
L1	LINE DATA TABLE NUMBER
C1	CURVE DATA TABLE REFERENCE NUMBER
(R)	RADIAL LINE

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: CITY MANAGER

DIRECTOR: ELIZABETH N. FRETWELL

☒ **Consent** ☐ **Discussion**

SUBJECT:

ADMINISTRATIVE:

For possible action to approve a Grant of Easement and Rights-of-Way from City Parkway IV A, Inc., to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcel P/Q, located at 199 West Ogden Avenue - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Grant of Easement and Rights-of-Way will allow Las Vegas Valley Water District access to City Parkway IV A, Inc., owned property for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land located within Symphony Park (APN 139-34-110-005).

RECOMMENDATION:

Approval and authorization for City Parkway IV A, Inc., to execute the Grant of Easement and Rights-of-Way

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

APN: 139-34-110-005

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between City Parkway IV A, Inc

_____,
Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, a permanent and perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

APN: 139-34-110-005

GRANTOR: City Parkway IV A, Inc.

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 27°55'16" WEST, 588.08 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°07'18" WEST, 254.61 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS OF SAID CURVE BEARS NORTH 75°31'01" WEST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 732.00 FEET, THROUGH A CENTRAL ANGLE OF 13°24'44", AN ARC LENGTH OF 171.35 FEET; THENCE SOUTH 27°53'43" WEST, 123.36 FEET; THENCE NORTH 62°07'30" WEST, 29.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 27°53'43" EAST, 123.38 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 703.00 FEET, THROUGH A CENTRAL ANGLE OF 13°58'33", AN ARC LENGTH OF 171.48 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 62°07'18" EAST 29.85 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 8,549 SQUARE FEET, MORE OR LESS.

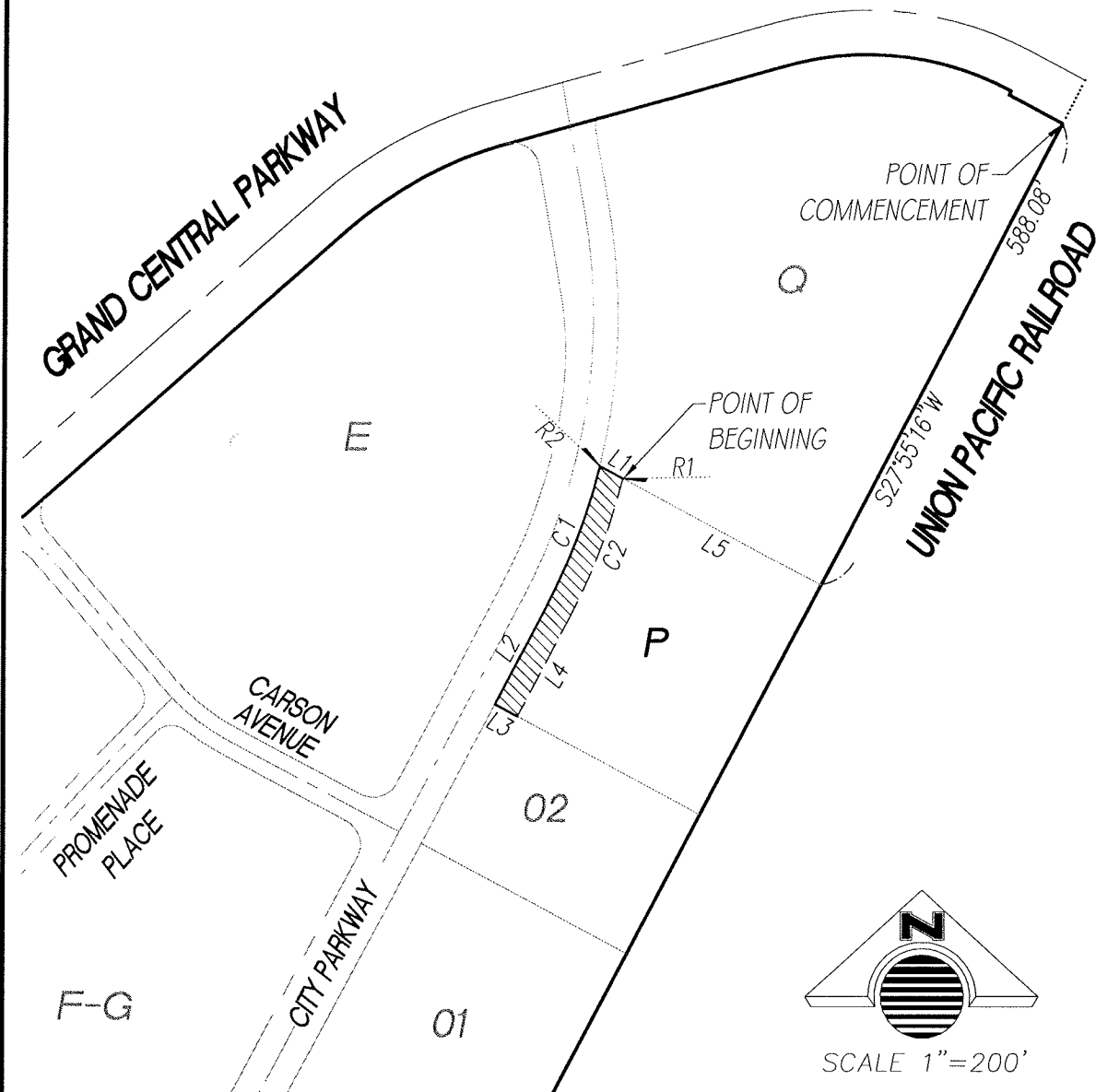
(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION LINE TABLE

No.	BEARING	DISTANCE
L1	S62°07'18"E	29.85'
L2	N27°53'43"E	123.38'
L3	N62°07'30"W	29.00'
L4	S27°53'43"W	123.36'
L5	N62°07'18"W	254.61'

RADIAL TABLE

No.	BEARING
R1	N75°31'01"W
R2	S76°04'49"E

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	703.00'	13°58'33"	171.48'	86.17'
C2	732.00'	13°24'44"	171.35'	86.07'

LEGEND

BOUNDARY OF LOT 5 PER BOOK 53 OF PLATS, PAGE 61

CENTERLINE

EASEMENT LINE

AREA OF EASEMENT 8,549 SQUARE FEET ±

LINE DATA TABLE NUMBER

CURVE DATA TABLE REFERENCE NUMBER

RADIAL DATA TABLE REFERENCE NUMBER

L1

C1

R1

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

APN: 139-34-110-005

Recorded For:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City Parkway IV A, Inc

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY
WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part,
hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful
money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of
land, now or hereafter, except that said parcel may be improved and used for street, road or
driveway purposes, and for other utilities, insofar as such use does not interfere with its use
by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

GRANTOR: City Parkway IV A, Inc

- IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands
this _____ day of _____, 20____.

John S. Ridilla 9/20/11
John S. Ridilla Date
Deputy City Attorney

WITNESS my hand and official seal.

Notary Seal/Stamp

APN: 139-34-110-005

GRANTOR: City Parkway IV A, Inc.

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 27°55'16" WEST, 588.08 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°07'18" WEST, 254.61 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 62°07'18" WEST, 29.85 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FROM WHICH THE RADIUS OF SAID CURVE BEARS NORTH 76°04'49" WEST, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 703.00 FEET, THROUGH A CENTRAL ANGLE OF 23°48'11", AN ARC LENGTH OF 292.05 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 09°53'00" WEST, 89.69 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 24°11'08", AN ARC LENGTH OF 12.66 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAND CENTRAL PARKWAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 74°18'09" EAST, 26.50 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 09°53'00" EAST, 104.67 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 732.00 FEET, THROUGH A CENTRAL ANGLE OF 24°21'59", AN ARC LENGTH OF 311.30 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 11,731 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

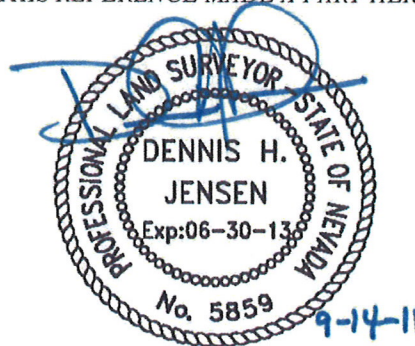


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

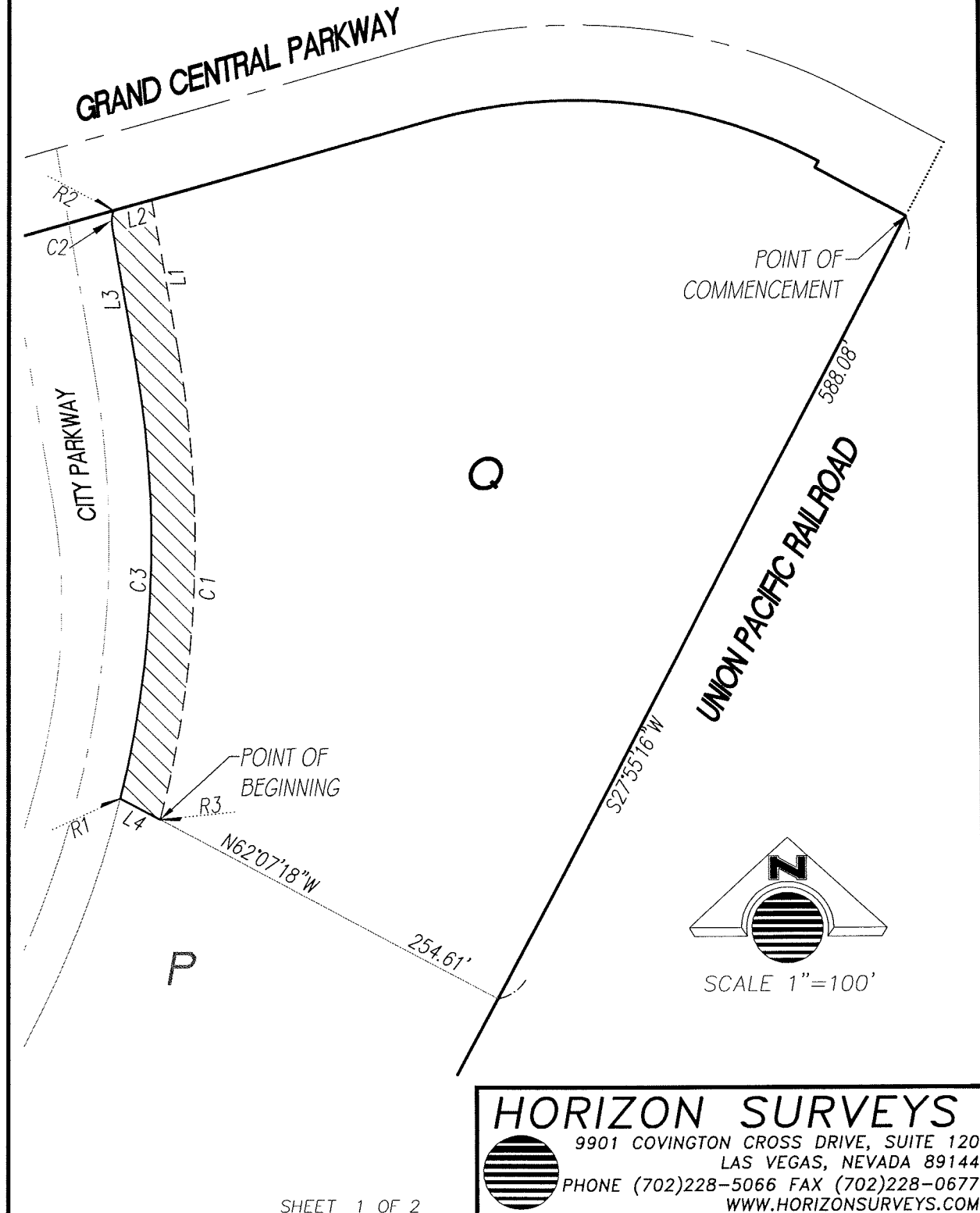


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION LINE TABLE

No.	BEARING	DISTANCE
L1	S09°53'00"E	104.67'
L2	N74°18'09"E	26.50'
L3	N09°53'00"W	89.69'
L4	N62°07'18"W	29.85'

RADIAL TABLE

No.	BEARING
R1	N76°04'49"W
R2	N75°41'52"W
R3	S75°31'01"E

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	732.00'	24°21'59"	311.30'	158.04'
C2	30.00'	24°11'08"	12.66'	6.43'
C3	703.00'	23°48'11"	292.05'	148.16'

LEGEND

BOUNDARY OF LOT 5 PER BOOK 53 OF PLATS, PAGE 61

CENTERLINE

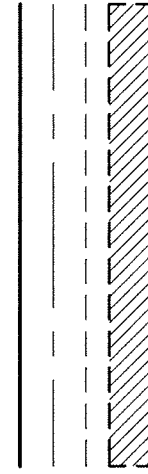
EASEMENT LINE

AREA OF EASEMENT 11,731 SQUARE FEET ±

LINE DATA TABLE NUMBER

CURVE DATA TABLE REFERENCE NUMBER

RADIAL DATA TABLE REFERENCE NUMBER



L1

C1

R1

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: BUILDING AND SAFETY

DIRECTOR: CHRIS KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve an encroachment request from Jose Calvino and Maria Calvino, Lessee on behalf of Encryptic, LLC, owner (611 Fremont Street Suite 1) - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

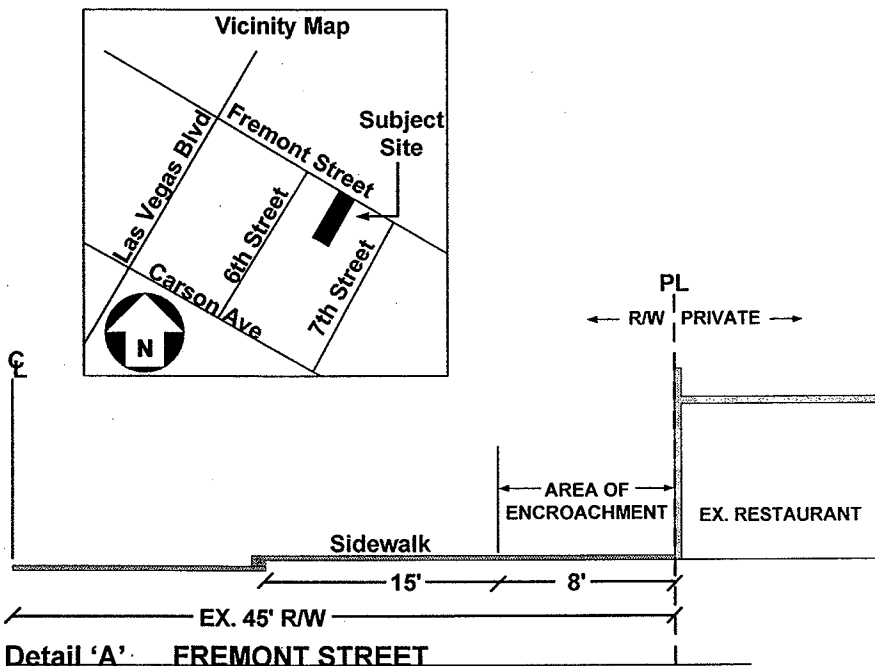
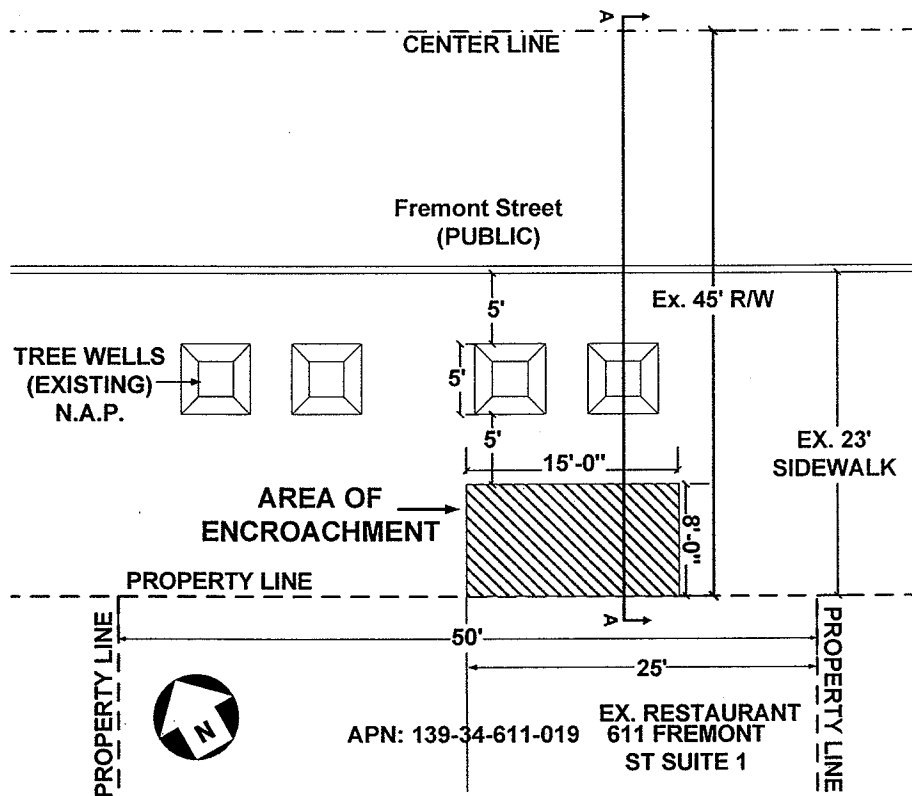
This request is for outdoor seating to be used during business hours and brought indoors during non-business hours for storage. The outdoor seating will consist of furnishings placed in a designated area approximately 15 feet by 8 feet on the north side of the building in the public right-of-way as part of the Mamitas Mexican and Cuban Restaurant.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: BUILDING AND SAFETY

DIRECTOR: CHRIS KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve an encroachment request from JHR Associates, Ltd on behalf of Las Vegas ICE, LLC c/o SDA, Inc., owner (507 South Las Vegas Boulevard) - Ward 3 (Coffin)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

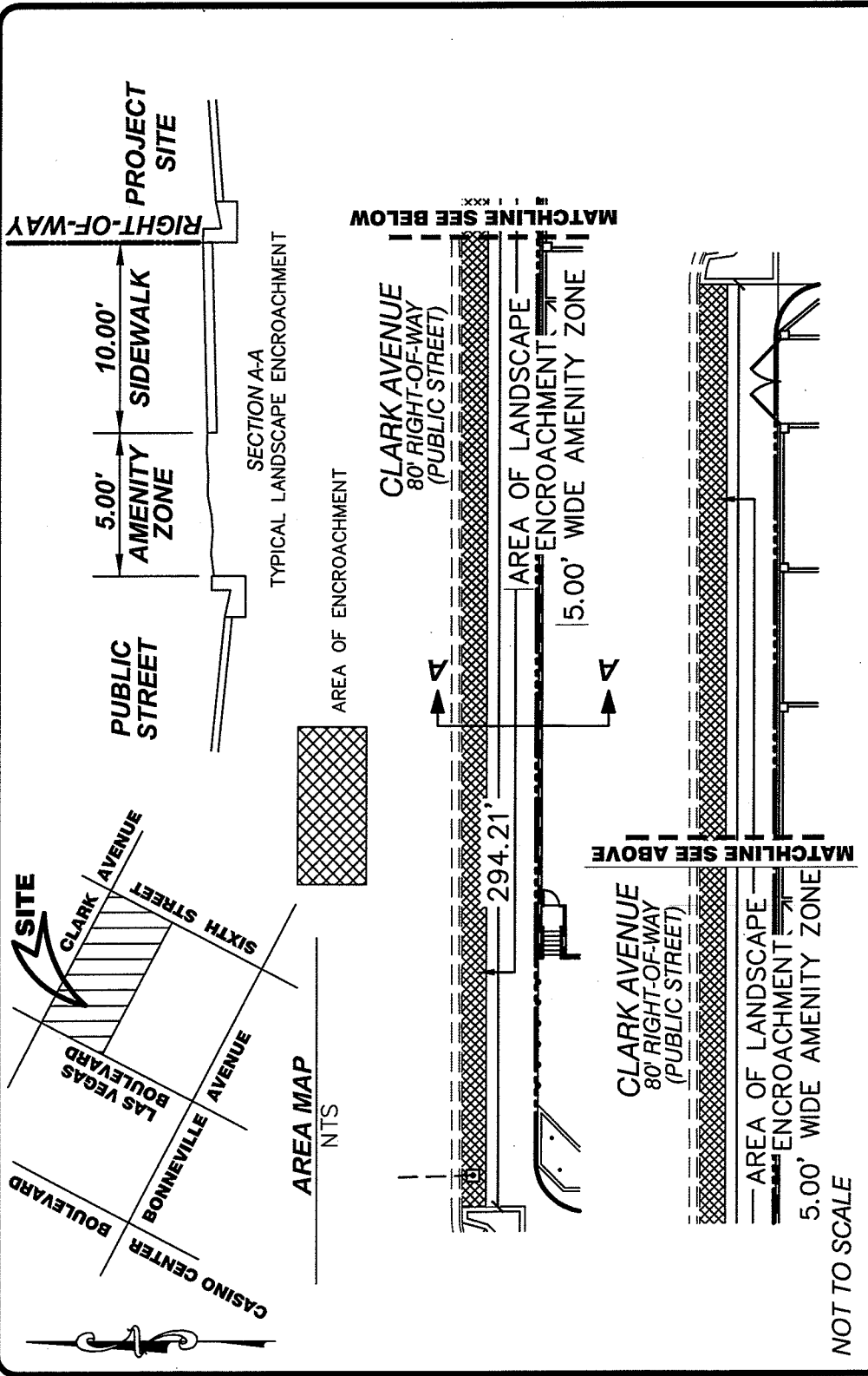
This request is for landscaping in the amenity zone on the east side of Las Vegas Boulevard approximately 589 square feet, on the south side of Clark Avenue between Las Vegas Boulevard and Sixth Street approximately 1471 square feet, on the west side of Sixth street approximately 318 square feet and on the southwest corner of Clark Avenue and Sixth Street approximately 43 square feet. 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:

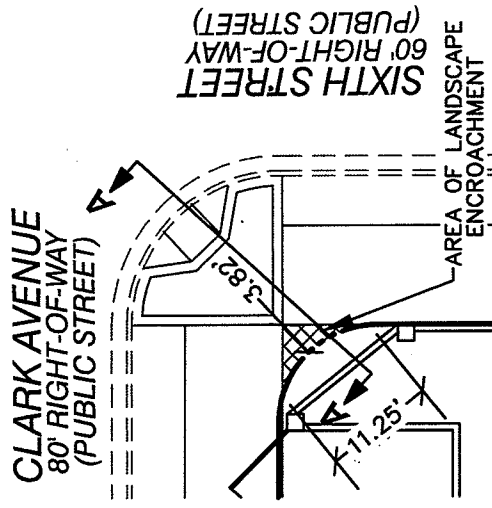
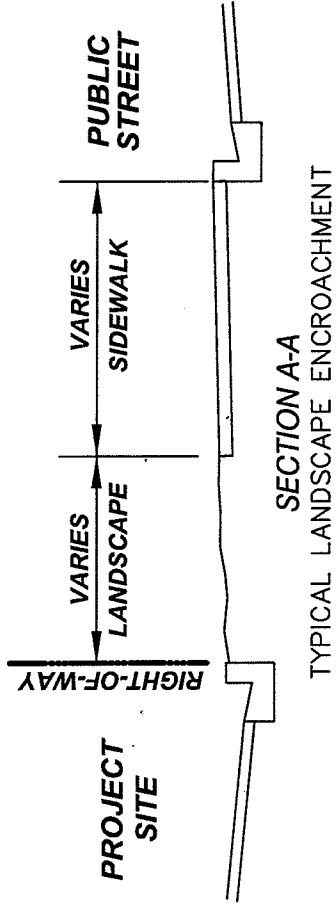
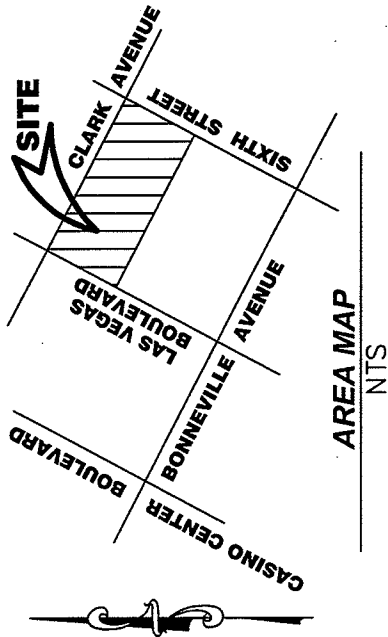
Exhibit A



Handwritten signature/initials

ENCROACHMENT EXHIBIT (1 OF 4)
IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11

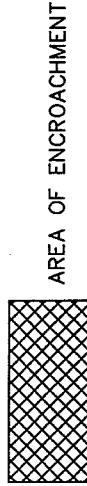
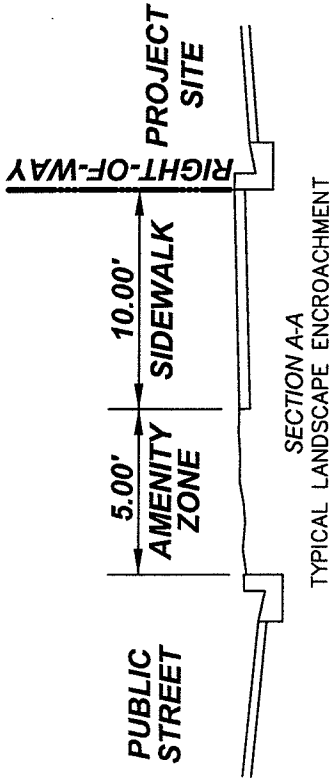
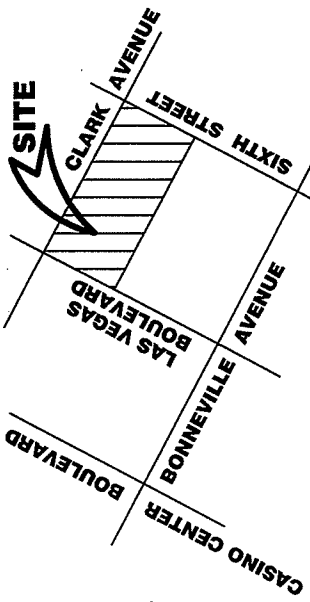


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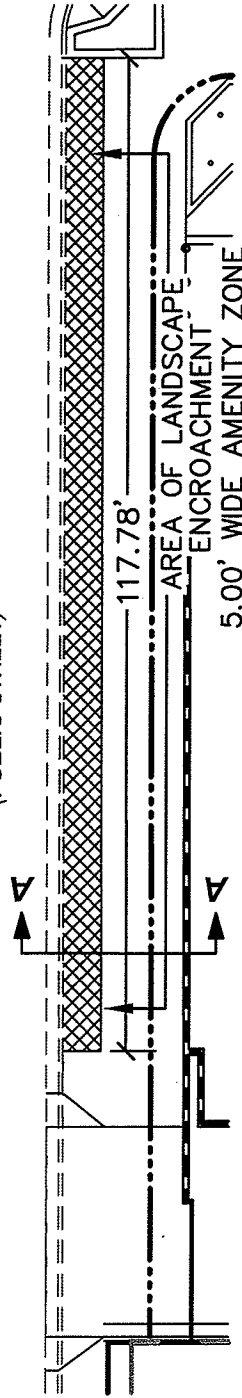
0472

ENCROACHMENT EXHIBIT (2 OF 4)
IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11



LAS VEGAS BOULEVARD
RIGHT-OF-WAY VARIES
(PUBLIC STREET)

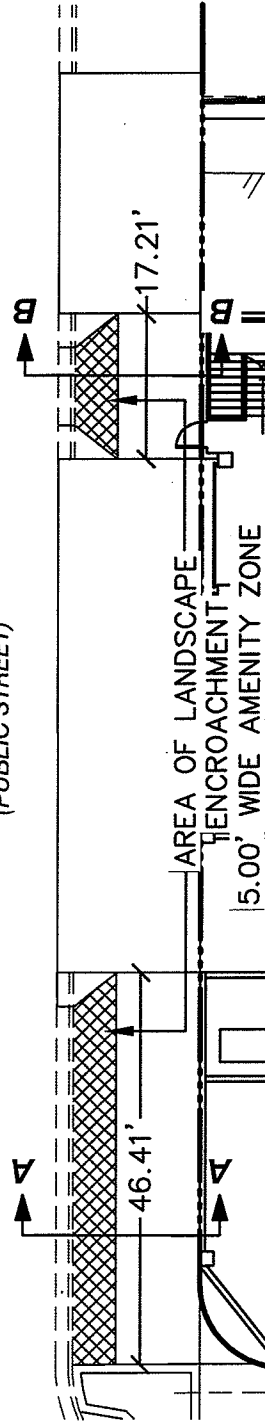
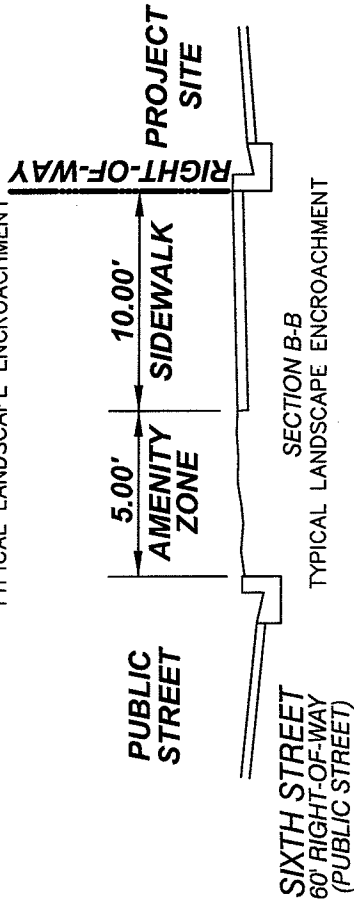
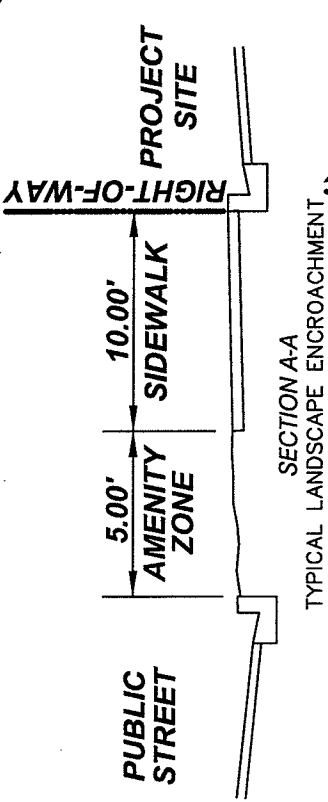
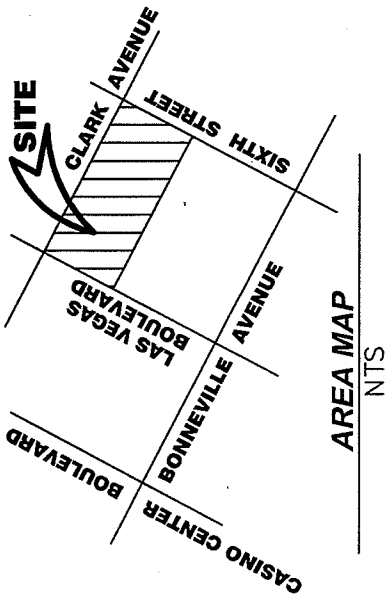


NOT TO SCALE

0242

ENCROACHMENT EXHIBIT (3 OF 4)
IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11



ENCROACHMENT EXHIBIT (4 OF 4) IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11

gtr

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: BUILDING AND SAFETY

DIRECTOR: CHRIS KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Settlement Agreement between the City of Las Vegas and Developers Surety and Indemnity Company of California for the completion of the required Off-Site Improvements for the Day Dawn Crossing II project located at the north side of Grand Teton Drive, east of Durango Drive - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The developer failed to perform its obligation in the Off-Site Improvements Agreement. Developers Surety and Indemnity Company of California has agreed through its contractor to complete the required Developer bonded obligations.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Settlement Agreement



**SETTLEMENT AGREEMENT FOR THE
DAY DAWN CROSSING UNIT 2 PROJECT**

This Settlement Agreement ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and Developers Surety and Indemnity Company, a California corporation ("DSI"). The City and DSI are individually or collectively referred to herein as the "Party" or "Parties."

RECITALS

WHEREAS, on January 6, 2006, the City and Day Star Ventures, LLC ("Developer"), entered into an Off-Site Improvements Agreement, attached hereto as Exhibit A and incorporated herein by this reference, to construct off-site improvements associated with construction of Day Dawn Crossing Unit 2 (the "Project"); and

WHEREAS, consistent with the City's Municipal Code, DSI posted an Off-Site Improvements Performance Bond ("Bond"), attached hereto as Exhibit B and incorporated herein by this reference, to guarantee the completion of the improvements should the Developer fail to perform its obligations under the Off-Site Improvements Agreement; and

WHEREAS, the Developer failed to perform its obligations in the Off-Site Improvements Agreement and DSI has agreed, through its contractor KBeech, to complete the Developer's obligations;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Parties hereto agree as follows:

**ARTICLE I
ITEMS OF WORK**

DSI, through its contractor KBeech, agrees to complete all items listed in the KBeech construction estimate, attached hereto as Exhibit C and incorporated herein by this reference (the "Work").

The City agrees that completion of the Work by KBeech and acceptance by the City fulfills the Developers and DSI's obligations under the Off-Site Improvements Agreement.

**ARTICLE II
WORK WARRANTY**

Upon acceptance of Work by the City and written request by DSI, 90% of the Bond will be released with the 10% remainder to be held by the City for a period of one year after acceptance of the Work (the "Warranty Period") to insure that the Work does not have any latent defects or damage as determined by the City and that such Work continues to meet City standards. All terms of the Bond remain in effect throughout the Warranty Period.

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\\
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**ARTICLE II
RELEASE**

Subject to completion of any Warranty Period repairs required by the City and completion of the Warranty Period, the City agrees to immediately, fully and completely exonerate the remaining 10% of the Bond and to release DSI from all claims, foreseen or unforeseen, related to the Project.

**ARTICLE IV
REPRESENTATION AND WARRANTY**

The Parties hereby represent and warrant they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters released and referenced herein, or any part or portion thereof. The Parties further agree to indemnify and hold each other, their officers, employers, agents, representatives, and consultants harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligations, costs, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has been commenced), arising out of any such assignment or transfer in violation of this representation and warranty. KBeech further agrees to defend, indemnify and hold the City or its officers harmless from any claims or causes of action, known or unknown, from KBeech's subcontractors of any tier, and material suppliers related to the construction of the items of work contained in Exhibit C. The City agrees to notify KBeech immediately of any claims or causes of action, which are served or received by it. KBeech's obligation to defend the City commences once notified by the City or once it is notified by the claimant or litigant.

**ARTICLE V
NO ADMISSION OF LIABILITY**

It is further understood that this Agreement is a compromise of disputed claims existing between the Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Parties and the Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

**ARTICLE VI
COVENANT NOT TO SUE**

Upon completion of all of the terms of this Agreement by all Parties, including fulfillment of warranty obligations, the Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit or arbitration action be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected with the Off-Site Improvements Agreement and Bond for the Project.

**ARTICLE VII
MISCELLANEOUS**

1. Each Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

2. Neither Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Party, has made any statement or representation to the other Party regarding any fact relied upon entering into this Agreement and each Party is not relying upon any statement, representation or promise of the other Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.
3. Each Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.
4. Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The persons executing this Agreement on behalf of the Party is empowered to do so and thereby bind the Party.
5. In entering into this Agreement and the settlement provided for herein, each Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Parties, regardless of any claims of misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law, or of any other circumstance whatsoever.
6. Each Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
7. The Parties acknowledge that this Agreement represents a good faith settlement between the Parties, and is intended to bar all future claims by the Parties that are related to the Off-Site Improvements Agreement and Bond.
8. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.
9. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.
10. This Agreement is the entire agreement between the Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.
11. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the parties to this Agreement.

12. 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.
13. 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.
14. The Parties hereby certify that each has read all of the Agreement and fully understand the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By John S. Ridilla 8/30/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

**DEVELOPER'S SURETY AND
INDEMNITY COMPANY**

By: Susan M Moore

Name: SUSAN M MOORE

Title: As VP Claims

Notary Acknowledgements Attached

**SETTLEMENT AGREEMENT FOR THE
DAY DAWN CROSSING UNIT 2 PROJECT**
Notary Acknowledgement

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by
Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On August 17, 2011
Date

before me, Mary K. Rios, Notary Public

Here Insert Name and Title of the Officer

personally appeared Susan M. Moore

Name(s) of Signer(s)

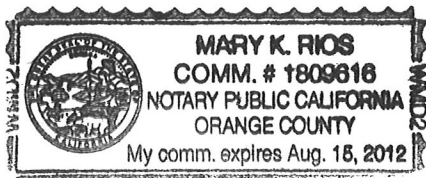
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public



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.

Description of Attached Document

Title or Type of Document: Settlement Agreement Day Dawn Crossing Unit 2 DSI+KBeech Las Vegas

Document Date: August 17, 2011

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Susan M. Moore

- ☐ Individual
☒ Corporate Officer — Title(s): Sr. V. P. Claims
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Developers Surety & Indemnity Co

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

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EXHIBIT 'A'

OFF-SITE IMPROVEMENTS AGREEMENT

OFF-SITE IMPROVEMENTS AGREEMENT
(Subdivision)

THIS AGREEMENT, made and entered into this 6th day of January 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and DAY STAR VENTURES, LLC 6985 WEST SAHARA AVENUE, #201, LAS VEGAS, NEVADA 89117-2822 (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, the Owner is the owner of a certain real property that is located within the corporate boundaries of the City generally located on the GRAND TETON DRIVE, EAST OF DURANGO DRIVE (the "Property" herein); and

WHEREAS, the Planning Commission of the City, at a meeting thereof that was held MARCH 10, 2005, conditionally approved the tentative map of DAY DAWN CROSSING UNIT 2 proposed subdivision of the Property; and

WHEREAS, City of Las Vegas staff on AUGUST 8, 2005 received the final map of DAY DAWN CROSSING UNIT 2, the approval of which is subject to the construction and installation of certain off-site improvements (the "Improvements" herein), as the same are required by Title 18 of the Las Vegas Municipal Code and as the same are generally referenced in the Bond Estimate form that is attached hereto, and by this reference made a part hereof and which will be finally and fully described in the plans and specifications required in paragraph 2, and, as a condition precedent to the recording of such final map, required the execution by the Owner of an agreement that provides for the construction and installation by the Owner of the Improvements; and

WHEREAS, by its execution of this Agreement, the Owner intends to bind and obligate itself and its heirs, successors and assigns to install the Improvements in the manner and at the times that are hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP: The Owner, for itself, its heirs, successors and assigns, hereby covenants and agrees that:

(A) At its sole cost and expense, the Owner shall install all of the Improvements strictly in accordance with plans and specifications that are approved by the City pursuant to Paragraph 2 hereof.

(B) Prior to the final acceptance of the Improvements by the City, and as a condition thereof, the Owner shall, at its sole cost and expense and to the City's satisfaction, remove all rubbish, trash, debris, surplus material and equipment from the area that is subject to this Agreement and the adjacent properties (collectively, the "Worksite" herein).

2. PLANS AND SPECIFICATIONS: The Owner agrees to submit to the City, and, prior to the commencement of the construction, obtain the approval of the City of the plans and specifications for the Improvements; including without limitation the street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of the housing units. The Owner hereby assumes full and complete responsibility for the accuracy of such plans and specifications, and any subsequent approval thereof by the City shall not relieve the Owner of such responsibility.

3. NOTIFICATION AND INSPECTIONS:

(A) The Owner agrees to notify the City Engineer, not less than twenty-four (24) hours in advance of the time when such work is anticipated to commence, of the anticipated date and the hour for the commencement of work with respect to any of the following items:

- (1) Laying of utility lines and storm drains;
- (2) Backfilling of utility line trenches and storm drain trenches;
- (3) Placing concrete for curb, gutter, sidewalk, valley gutter storm drain structures, manholes and street lighting foundations;
- (4) Excavation for roadway;
- (5) Placing of Type I gravel base course;
- (6) Placing of Type II gravel base course;
- (7) Priming base course;
- (8) Placing asphalt concrete surfacing;
- (9) Sealing pavements (fog seal or open grade surfacing; and

(10) Installing street lighting.

(B) If, after such notice has been given, conditions develop that delay the commencement of such work for more than eight (8) hours, the Owner agrees to notify the City Engineer of such delay.

(C) It is understood and agreed that, should the Owner suspend work on any of such items for a period that is longer than overnight, Saturdays, Sundays and holidays excepted, a new notification shall be made to the City Engineer before work may recommence with respect to any of such items.

4. STATEMENT OF INSPECTION: Whenever the City Engineer, or his authorized representative, inspects any of the work that is described in Paragraph 3 above and finds that such work has been performed in a satisfactory manner for incorporation into the completed project, the City Engineer, or his authorized representative, shall issue a statement of inspection which shall permit the Owner to proceed with the next phase of the construction; provided, however, that the inspection and approval of any phase of the work shall not relieve the Owner of its responsibility for the proper construction, installation and maintenance of the work, materials and equipment, in accordance with the standards that are set forth in Paragraph 8 hereof, or abridge the right of the City to require the correction of faulty workmanship or the replacement of defective materials at any time during the course, or subsequent to the completion, of the work, notwithstanding the fact that the construction has proceeded according to plans and specifications that have been approved by the City. Ordinarily, not less than one continuous block of any item of the work will be inspected or approved. Should subsurface conditions, including without limitation excess water, clay salts, voids or similar defects, subsequently be discovered, the City may require the Owner, at the Owner's sole cost and expense, to alter its plans and specifications for any further construction or to correct, change or reconstruct the area that is affected by such conditions, or to take both of such actions.

5. UTILITIES: The Owner agrees, at its sole cost and expense, to make any adjustment in the construction and installation of the Improvements which is necessary in order to accommodate the location of all existing utilities or, in the alternative and with the approval of the utility company that owns such utilities, to adjust such utilities in order to avoid any conflict between them and the Improvements.

6. MAPS AND PLANS: The Owner agrees to furnish the City, upon the completion of

the Improvements, the following information:

- (a) A map which accurately depicts by lettered dimensions the location of all manholes, the location, size and depth of all sewer mains and the location of all laterals and wyes for the connection of house service lines;
- (b) Street plans and profiles;
- (c) Sewer plans and profiles;
- (d) Street section plans;
- (e) Electrical light layout plans; and
- (f) Such other plans, drawings or maps as may be requested by the City Engineer.

7. FINAL APPROVAL:

(A) The City shall not approve or accept the Improvements as a completed project, notwithstanding any prior approval, pursuant to Paragraph 4 above, of any phase of the construction until a final inspection has been made by the City Engineer and he is satisfied that all of the work thereon has been performed in a satisfactory manner. The City hereby reserves the right to require the correction by the Owner of any portion of the Improvements that does not comply with the standards that are set forth in Paragraph 8 hereof.

(B) It is expressly understood and agreed by the Owner that final inspection and the approval by the City of the Improvements do not relieve the Owner of its responsibility for latent defects in the work.

8. STANDARDS OF CONSTRUCTION AND INSTALLATION: The Owner agrees that the construction and installation of the Improvements shall be in accordance with all applicable ordinances and regulations of the City, including without limitation the Uniform Standard Drawings for Public Works Construction, Clark County Area, and the Uniform Standard Specifications for Public Works Construction, Clark County Area, that are in effect on the date of the execution of this Agreement.

9. DATE OF COMPLETION: The construction of the Improvements shall commence within 30 days after the date of approval of the plans and specifications required in paragraph 2 hereof and shall be completed, and all rubbish, trash, debris, surplus material and equipment removed from the Worksite, within 13 months after the execution of this agreement.

10. DEFAULT: In the event the Owner fails to complete the Improvements and the clean-up of the Worksite within the period that is prescribed in Paragraph 9 above, the City may, at its option, proceed to complete the Improvements and to remove all rubbish, trash, debris, surplus material and equipment from the Worksite at the expense of the Owner or pursue its remedies under the performance security that is provided for in Paragraph 11 hereof, or take both of such actions.

11. PERFORMANCE SECURITY:

(A) In order to secure the faithful performance of all of the terms, conditions and covenants of this Agreement, the Owner agrees to execute and deliver to the City a performance bond which is issued by a surety company that is authorized to transact business within the State of Nevada and is in a form that is approved by the City Attorney. Said performance bond shall name the City as the obligee thereof, shall be in a penal sum that is equal to the estimated full cost of the Improvements, plus the estimated cost of the clean-up of the Worksite, shall be conditioned that the Owner shall complete the Improvements and the clean-up of the Worksite within the period that is provided in Paragraph 9 above or, in the event of the default of the Owner so to do, that the proceeds of said bond may, at the option of the City, be used for the payment of the completion of the Improvements and the clean-up of the Worksite upon the City's exercise of its option to complete the same and shall provide that any application to the surety for the release thereof shall not be granted unless such application is accompanied by a written statement by the City Engineer to the effect that all of the work that is required of the Owner hereunder has been completed in a satisfactory manner, is in full accordance with the terms hereof and has been accepted by the City.

(B) In lieu of providing the performance bond that is required by subparagraph (A) of this Paragraph 11, the Owner may:

- (1) Enter into an agreement with the City and a local financial institution that is acceptable to the City, which agreement shall provide, generally, that an amount that is equal to the estimated full cost of the Improvements, plus the estimated cost of the clean-up of the Worksite, has been deposited in or credited to an account with such financial institution and is dedicated specifically and solely for the purpose of securing the completion of the construction and installation of the Improvements and the removal of all rubbish, trash, debris, surplus material and equipment from the Worksite and that such financial institution will not disburse funds from such

account except upon requests that are signed jointly by the Owner and the City and will retain ten percent (10%) of the funds in such account until it receives a written statement by the City Engineer to the effect that all of the work that is required of the Owner hereunder has been completed in a satisfactory manner, is in full accordance with the terms hereof and has been accepted by the City;

- (2) Deliver to the City a first deed of trust, which names the City as the beneficiary thereof, on real property that is situated within or near the corporate boundaries of the City and has an appraised value that is equal to at least one hundred forty percent (140%) of the estimated full cost of the Improvements, plus the estimated cost of the clean-up of the Worksite, and in which the Owner or the trustor, if someone other than the Owner owns the real property that is subject to such deed of trust, acknowledges that such deed of trust is given to the City as security for the faithful performance by the Owner of all of the terms, conditions and covenants on its part to be performed pursuant to this Agreement; or
- (3) Pursuant to and in accordance with a deposit agreement, deposit with the City, in cash or in government securities that are approved by the City, an amount that is equal to the estimated full cost of the Improvements, plus the estimated cost of the clean-up of the Worksite.

12. DELIVERY: Upon the Owner's delivery to the City of the performance security that is required in Paragraph 11 above, and the acceptance thereof by the City, the City shall perform all such acts as may be appropriate in order to permit the Owner's final map to be recorded in the Office of the County Recorder of Clark County, Nevada.

13. CERTIFICATE OF OCCUPANCY: The City may, at its option, refuse to issue any certificate of occupancy with respect to the Property until such time as the Improvements have been fully constructed and installed and approved and accepted by the City.

14. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Owner further agrees

that, in addition to its performance of all of the terms, conditions and covenants on its part to be performed under this Agreement, it will faithfully comply with all the conditions that may have been imposed by the Planning Commission or the City Council, or both, in order to obtain approval for the final map.

15. **RESPONSIBILITY FOR THE WORKSITE:** The Owner hereby assumes all responsibility for protecting and caring for the work and maintaining the Worksite and all other areas in which any construction work in connection with the development of the Property is performed in a safe and secure manner from the date of the execution of this Agreement until the date of the final acceptance by the City of the Improvements. The responsibilities that are assumed herein by the Owner shall include without limitation the responsibility to keep the Worksite free and clear of dangerous accumulations of rubbish, trash and debris and to install and maintain, in a sufficient number, proper barricades, traffic controls, lights, excavation covers and similar protection devices.

16. **INDEMNIFICATION:**

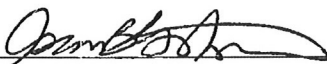
(A) The Owner hereby agrees to protect, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the City, its officers, employees or agents, may suffer, or which may be sought against, or are recovered or obtainable from, the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Owner or its contractor, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Owner, its contractor, subcontractors or agents in the construction or installation of the Improvements.

(B) In this connection, the Owner expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Owner has agreed to indemnify the City, its officers, employees and agents. If the Owner fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Owner, and the City may recover such costs,

or such portion thereof as may be available, from the performance security that it holds pursuant to Paragraph 11 above, if such security has not theretofore been exhausted or released.

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

CITY OF LAS VEGAS



OSCAR B. GOODMAN, Mayor
The "City"

Approved as to form:

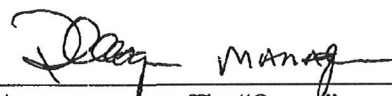
 1/11/06

Deputy City Attorney
Thomas R. Green
Date

ATTEST:


Barbara Jo Ronemus, City Clerk

DAY STAR VENTURES, LLC

By: 

Paul Wagner The "Owner"

6985 WEST SAHARA AVENUE, #201

LAS VEGAS, NEVADA 89117-2822

CERTIFICATE

I, Paul Wagner, certify that I am a (the)
Manager of the limited liability company named as Owner in the foregoing
Agreement; that _____, who signed said Agreement on behalf of the Owner was then a
(the) _____ of that company; and that he or she was duly authorized to sign
said Agreement for and in behalf of that company.

OWNER

(Manager, Agent or Member)

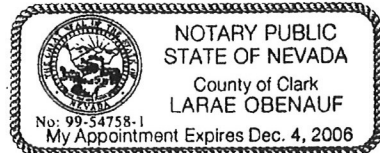
STATE OF)
COUNTY OF)

ss.

Paul Wagner
Manager

On this 6th day of January, 2006, before me personally
appeared Paul Wagner, known or proved to me to be the person who executed the
above instrument, who acknowledged that he is a (the) Manager
of Day Star Ventures LLC, the company named as Owner above, and that he
executed the foregoing instrument on behalf of said company for the purposes therein stated.

La Rae Obenauf
NOTARY PUBLIC La Rae Obenauf
IN AND FOR SAID COUNTY AND STATE



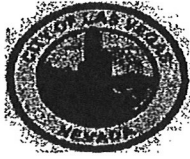
PLEASE COMPLETE FORM IN BLACK INK.
DO NOT SIGN IN 1-INCH MARGINS

WHEN RECORDED, MAIL TO:

Land Development Services
Department of Public Works
400 E. Stewart Avenue
Las Vegas, Nevada 89101

EXHIBIT "A"

BOND ESTIMATE FORM



PROJECT NUMBER: 8131 APPL TYPE: L-CIVIL
 PROJECT NAME: DAY DAWN CROSSING UNIT 2
 LOCATION: GRAND TETON DRIVE EAST OF DURANGO DRIVE

PRINT DATE: 8/2/05

Prepared by:
 HSMOOT

PUBLIC ITEMS

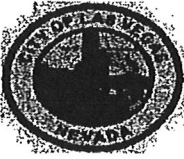
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL PRICE
630.00.23	8" SEWER	1,609.00	LF	15.00	24,135.00
630.02.49	SEWER MANHOLE 6 TO 18 FEET	13.00	EA	1,800.00	23,400.00
629.01.17	6" WATER MAIN	445.00	LF	12.50	5,562.50
629.01.22	8" WATER MAIN	1,059.00	LF	15.00	15,885.00
629.01.21	8" DIP WATER MAIN	60.00	LF	35.00	2,100.00
629.01.32	12" WATER MAIN	506.00	LF	25.00	12,650.00
629.00.11	WATER SERVICE TO LOTS	49.00	EA	420.00	20,580.00
629.00.30	FIRE HYDRANT	5.00	EA	1,800.00	9,000.00
613.01.11	CURB & GUTTER(TYPE "L"&"A")	1,170.00	LF	4.85	5,674.50
613.01.36	CROSS GUTTER	1,010.00	SF	4.25	4,292.50
613.01.24	SIDEWALK 4"	4,290.00	SF	1.80	7,722.00
613.01.55	SIDEWALK RAMP	2.00	EA	250.00	500.00
613.01.71	SIDEWALK UNDERDRAIN	2.00	EA	825.00	1,650.00
302.00.01	TYPE I GRAVEL BASE	982.00	CY	9.50	9,329.00
302.00.05	TYPE II GRAVEL BASE	1,654.00	CY	9.50	15,713.00
402.00.05	5" ASPHALTIC CONCRETE PAVING	5,152.00	SY	9.30	47,913.60
980.00.08	POWER TO LOTS(RES SUBDIV ONLY)	48.00	EA	575.00	27,600.00
980.00.06	PHONE TO LOTS(RES SUBDIV ONLY)	48.00	EA	250.00	12,000.00
623.01.60	STREETLIGHT (STANDARD BASE)	7.00	EA	1,900.00	13,300.00
623.00.12	PULL BOX	2.00	EA	100.00	200.00
621.00.00	SURVEY MONUMENTS	40.00	EA	465.00	18,600.00
627.01.10	STREET/STOP SIGNS	18.00	EA	110.00	1,980.00
980.00.04	GAS TO LOTS(RES SUBDIV ONLY)	48.00	EA	500.00	24,000.00
980.00.02	CABLE TO LOTS(RES SUBDIV ONLY)	48.00	EA	250.00	12,000.00
980.02.01	DRAINAGE EASEMENT BOLLARD	3.00	EA	250.00	750.00
611.00.15	DRAINAGE EASEMENT CONCRETE	1,290.00	SF	7.50	9,675.00

PRIVATE ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL PRICE
613.01.11	CURB & GUTTER(TYPE "L"&"A")	3,679.00	LF	4.85	17,843.15
613.01.36	CROSS GUTTER	2,638.00	SF	4.25	11,211.50
302.00.01	TYPE I GRAVEL BASE	921.00	CY	9.50	8,749.50
302.00.05	TYPE II GRAVEL BASE	608.00	CY	9.50	5,776.00
402.00.02	2" ASPHALTIC CONCRETE PAVING	5,527.00	SY	4.30	23,766.10

EXHIBIT "A"

BOND ESTIMATE FORM



PROJECT NUMBER: 8131 APPL TYPE: L-CIVIL
 PROJECT NAME: DAY DAWN CROSSING UNIT 2
 LOCATION: GRAND TETON DRIVE EAST OF DURANGO DRIVE

PRINT DATE: 8/2/05

Prepared by:
 HSMOOT

CONTINUED...

	PRIVATE	PUBLIC
<u>ESTIMATED COST</u>	67,346.25	326,212.10
<u>10% CONTINGENCIES</u>	6,734.63	32,621.21
<u>SUB TOTAL</u>	74,080.88	358,833.31
<u>GRAND TOTAL :</u>		432,914.19
<u>TOTAL APPROVED BOND:</u>		433,000.00

APPROVED BY: HARLOW SMOOT III
APPROVED DATE: 8/2/05

CURRENT FEE LIST

<u>FEE DESCRIPTION</u>	<u>AMOUNT</u>	<u>DATE PAID</u>
EXPRESS PLAN CHECK APPLICATION FEE	300.00	PAID 07/14/2005
INITIAL PLAN CHECK	4119.64	PAID 07/14/2005
TOTAL PAID FEE(S)	4,419.64	

<u>FEE DESCRIPTION</u>	<u>AMOUNT</u>	<u>DATE PAID</u>
IMPROVEMENT AGREEMENTS FEE	100.00	UNPAID
EXPRESS PLAN CHECK HOURLY FEE	1500.00	UNPAID
FINAL MAP MYLAR PROCESSING FEE	580.00	UNPAID
PLAN CHECK	1291.79	UNPAID
INSPECTION	8794.72	UNPAID
TOTAL UNPAID FEE(S)	12,266.51	

EXHIBIT 'B'

OFF-SITE IMPROVEMENTS PERFORMANCE BOND

**OFF-SITE IMPROVEMENTS AGREEMENT
PERFORMANCE BOND**

LD PROJECT# H-8131
BOND NUMBER 864716S
DATE EXECUTED 11-30-05

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND BONDS MUST BE ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned PRINCIPAL AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, the obligee of this bond hereinafter referred to as the CITY, in the penal sum of Four hundred Thirty-three thousand dollars and no/100's _____ DOLLARS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

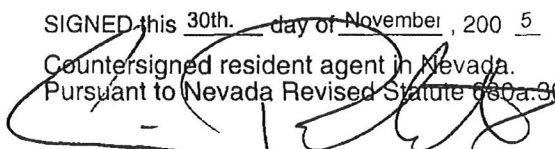
THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the PRINCIPAL is entering into a certain contract with the CITY, entitled OFF-SITE IMPROVEMENTS AGREEMENT, a copy of which is attached hereto and incorporated herein;

NOW THEREFORE, if said PRINCIPAL shall well and truly perform and fulfill all undertakings, covenants, terms and conditions and agreements of said contract during the original term of said contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said PRINCIPAL or said SURETY hereunder, nor shall any extensions of time granted under the provisions of said Contract release either said PRINCIPAL or said SURETY, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 30th. day of November, 200 5

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.390:



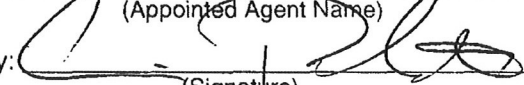
(Resident Agent)

167219

(State of Nevada, License Number)

CARMINE P. CALITUR

(Appointed Agent Name)

By: 

(Signature)

Address: 6345 S. Jones Blvd. #400

Las Vegas, NV. 89118

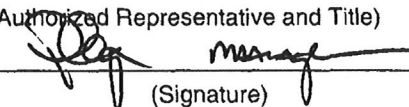
Telephone: 702-699-5569

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Day Star Ventures, LLC and Wagner Homes, Inc.

(PRINCIPAL)

(Authorized Representative and Title)

By: 

(Signature)

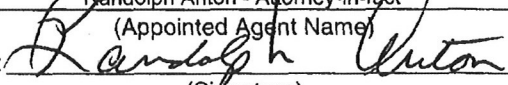
Surety: Developers Surety and Indemnity Company

12819

(State of Nevada, License Number)

Randolph Anton - Attorney-in-fact

(Appointed Agent Name)

By: 

(Signature)

Address: 950 W. Elliot Rd. #103

Tempe, AZ. 85284

Telephone: 1-800-513-3426

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570". CURRENT REVISIONS).



DISCLOSURE RIDER

Terrorism Risk Insurance Act of 2002

The Terrorism Risk Insurance Act of 2002 created a three-year program under which the Federal Government will share in the payment of covered losses caused by certain events of international terrorism. The Act requires that we notify you of certain components of the Act, and the effect, if any, the Act will have on the premium charged for this bond.

Under this program, the Federal Government will cover 90% of the amount of covered losses caused by certified acts of terrorism, as defined by the Act. The coverage is available only when aggregate losses resulting from a certified act of terrorism exceed \$5,000,000.00. Insurance carriers must also meet a variable deductible established by the Act. The Act also establishes a cap of \$100 billion for which the Federal Government or an insurer can be responsible.

Participation in the program is mandatory for specified lines of property and casualty insurance, including surety insurance. The Act does not, however, create coverage in excess of the amount of the bond, nor does it provide coverage for any losses that are otherwise excluded by the terms of the bond, or by operation of law.

No additional premium has been charged for the terrorism coverage required by the Act.

Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
(949) 263 3300
www.InscoDico.com

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Romeo C. Celaya, Randolph Anton, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

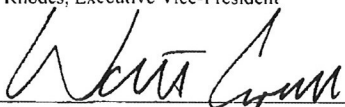
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of February, 2005.

By: 
David H. Rhodes, Executive Vice-President

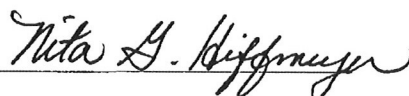
By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 30th day of November, 2005.

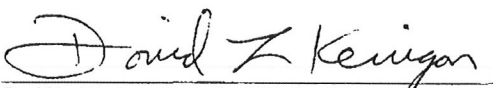
By: 
David L. Kerrigan, Executive Vice-President

EXHIBIT 'C'

KBEECH WORK LIST

EXHIBIT A



Estimate

NAME / ADDRESS
The INSCO DICO Group 17780 Fitch, Suite 200 Irvine, CA 92614-6060

DATE	ESTIMATE #
5/24/2011	3888R

PROJECT

(11988)Day Dawn Crossing II(Bond)

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Prefinal Clean	Labor for clean up and water truck clean and flow	1		
30" Roll Curb	30" Roll Curb (lf) R/R	296		
24" L Curb	24" L Curb or Roll Curb (lf) R/R	46		
4" Sidewalk	4" Sidewalk (sf) R/R	75		
5" Sidewalk	5" Sidewalk S.F. R/R	20		
Misc	Install 6" concrete drainage easement/flume (Trapezoid Channel) per details G4/25 and 26 and G5/37 and 38. (Per S.F)	1,860		
Misc	Install (2) New sidewalk Underdrain at concrete easement.	2		
Utilities	Relocate P-30 Fiber Optic box and conduit at east end phase line on Grand Teton 5' to 8'. The current position of this utility impacts the placement of the new sidewalk underdrain. Provided by RP Weddell and facilitated by KBeech.	1		
Misc	Install 6" reinforced concrete easement at east end of Reading Railroad per detail G3/22. (Per S.F)	150		
Bollards	Install 5 removable bollards at east end easement of Reading Railroad per CLV drawing 421A.	5		
Sidewalk unde	Remove and Replace (ea) Sidewalk Underdrain	1		
Welding	Tac welding of Sidewalk Underdrain plates (per hour)	6		
Collars Small	Small collars (ea) R/R	25		
Collar Large	Large collars (ea) R/R	38		
Valley Gutter	Valley Gutter /Spandrel (sf) R/R	705		
Utility Lids	Utility Box/Lids (Various)	1		
Patching	Concrete Patching (Per Hour)	35		
General Labor	General Labor (Per Hour)	40		
Silicone	Silicone (lf)	64		
Grout	Grout (per lf)	97		
Blue Dot	Paint/Blue Dot (per f.h.)	5		
Percol	Per Gallon Estimate	4		
2" Patching	2" Asphalt Patching Per S.F.	525		
Slurry Seal	Slurry Seal (per sf)	53,217		
Traffic	All Traffic corrections to be completed by subcontractor and facilitated by KBeech.	1		
Grading	Grading and preparation for concrete easement/flume. Provided by subcontractor and facilitated by KBeech.	1		
Grading	Backfill of Median Islands on Grand Teton. Provided by subcontractor and facilitated by KBeech.	1		
Due to unpredictable increases in materials, this estimate will be honored for 30 days.		TOTAL		

ESTIMATE ACCEPTED BY: _____

3903 W. MARTIN AVE LAS VEGAS, NV 89118 • OFFICE 702-260-0349 • FAX 702-260-4562

GENERAL ENGINEERING CONTRACTOR • BOND EXONERATION • CONCRETE DIVISION • LICENSE 0045698 / 0045699 • BONDED • INSURED

EXHIBIT **A**

NAME / ADDRESS

The INSCO DICO Group
17780 Fitch, Suite 200
Irvine, CA 92614-6060

Estimate

DATE

ESTIMATE #

5/24/2011

3888R

PROJECT

(11988)Day Dawn Crossing II(Bond)

ITEM	DESCRIPTION	QTY	RATE	TOTAL
Grading	Site grading clean up. Provided by subcontractor and facilitated by KBeech.	1		
Asbuilts	Utilities, sewer and water (per lot)	48		
Geotech	Geo-technical required to establish proctors for subgrade at concrete easement channel/flume. This cost also includes reports.	1		
Survey	Staking for concrete easement.	1		
Survey	Complete survey monuments and submit monument tie map to CLV for approval.	1		
Barricading	Barricading required on Grand Teton by sub subcontractor and facilitated by KBeech.	1		
Jones Valve	Construction water at job site	1		
Final Clean	Labor and water truck for clean up and flow test for final inspection. (Estimated based on prefinal clean costs)	1		
Due to unpredictable increases in materials, this estimate will be honored for 30 days.		TOTAL		

ESTIMATE ACCEPTED BY: _____

3903 W. MARTIN AVE LAS VEGAS, NV 89118 • OFFICE 702-260-0349 • FAX 702-260-4562**GENERAL ENGINEERING CONTRACTOR • BOND EXONERATION • CONCRETE DIVISION • LICENSE 0045698 / 0045699 • BONDED • INSURED**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT

DIRECTOR: WILLIAM ARENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Grant of Easement and Rights-of-Way from the City of Las Vegas to Las Vegas Valley Water District to allow Las Vegas Valley Water District access to Symphony Park for water system needs on parcel H/I, located at 388 Promenade Place - Ward 5 (Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Grant of Easement and Rights-of-Way will allow Las Vegas Valley Water District access to City of Las Vegas owned property for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land located within Symphony Park (APN 139-33-610-026).

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

APN: 139-33-610-026

Recorded For:

Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

**LAS VEGAS VALLEY WATER DISTRICT
PERMANENT AND PERPETUAL EASEMENT**

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by
and between City of Las Vegas

Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY
WATER DISTRICT**, a political subdivision of the State of Nevada, Party of the Second Part,
hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful
money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors
and assigns, a permanent and perpetual easement for the construction, operation, maintenance,
repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of
ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit A, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of
land, now or hereafter, except that said parcel may be improved and used for street, road or
driveway purposes, and for other utilities, insofar as such use does not interfere with its use
by the GRANTEE for the purposes for which it is granted.
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's
improvements placed upon said parcel due to the GRANTEE's necessary operations using
reasonable care.

APN: 139-33-610-026

GRANTOR: City of Las Vegas

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes are done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20_____.

Approved as to form

John S. Ridilla 9/29/11
John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that _he_ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

APN: 139-33-610-026

GRANTOR: City of Las Vegas

Exhibit A

JUNE 14, 2011
R. SLIGAR \ D. JENSEN

EXHIBIT 'A'

EXPLANATION

THE FOLLOWING DESCRIBES A UTILITY EASEMENT, GENERALLY LOCATED EAST OF GRAND CENTRAL PARKWAY AND NORTH OF BONNEVILLE AVENUE.

LEGAL DESCRIPTION

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 383.24 FEET TO THE CENTERLINE INTERSECTION OF BONNEVILLE AVENUE AND PROMENADE PLACE; THENCE ALONG THE CENTERLINE OF PROMENADE PLACE, NORTH 17°53'58" EAST, 188.15 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE CENTERLINE OF PROMENADE PLACE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2053.00 FEET, THROUGH A CENTRAL ANGLE OF 08°48'17", AND AN ARC LENGTH OF 315.49 FEET TO THE CENTERLINE INTERSECTION OF PROMENADE PLACE AND CLARK AVENUE; THENCE ALONG THE CENTERLINE OF SAID CLARK AVENUE, SOUTH 67°53'54" EAST, 241.35 FEET; THENCE NORTH 22°06'06" EAST, 28.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CLARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874, SAID POINT HEREINAFTER REFERRED TO AS POINT "A", SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 67°53'54" WEST, 188.63 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 95°54'44", AN ARC LENGTH OF 50.22 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 28°00'50" EAST, 509.48 FEET TO A POINT ON THE MOST SOUTHERLY RIGHT-OF-WAY LINE OF SYMPHONY PARK AVENUE AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°54'26", AN ARC LENGTH OF 39.23 FEET; THENCE CONTINUING ALONG SAID MOST SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 194.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 27°55'16" WEST, 33.00 FEET; THENCE NORTH 62°04'44" WEST, 195.89 FEET; THENCE SOUTH 28°00'50" WEST, 503.10 FEET; THENCE SOUTH 67°53'54" EAST, 197.72 FEET; THENCE SOUTH 27°55'16" WEST, 29.15 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE AFOREMENTIONED **POINT "A"**; THENCE NORTH 27°55'16" EAST, 29.15 FEET; THENCE SOUTH 67°53'54" EAST, 157.27 FEET; THENCE NORTH 27°53'43" EAST, 467.11 FEET; THENCE NORTH 62°04'44" WEST, 156.25 FEET; THENCE NORTH 27°55'16" EAST, 33.00 FEET TO THE MOST

P:\Active Projects\410.128 Union Park Parcels\Legals\410.128.19\41012819_UT-HI.doc • Page 1 of 2



Horizon Surveys

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VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 62°04'44" EAST, 155.25 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89°58'27", AN ARC LENGTH OF 47.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID CITY PARKWAY AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 20090423 OF OFFICIAL RECORDS AS INSTRUMENT 3874; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 469.20 FEET TO A POINT OF CURVATURE ON NORTHERLY RIGHT-OF-WAY LINE OF SAID CLARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 84°12'23", AN ARC LENGTH OF 44.09 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 67°53'54" WEST, 159.32 FEET TO THE **POINT OF BEGINNING**.

SAID PARCELS CONTAIN 50,093 SQUARE FEET, MORE OR LESS.

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

END OF DESCRIPTION.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

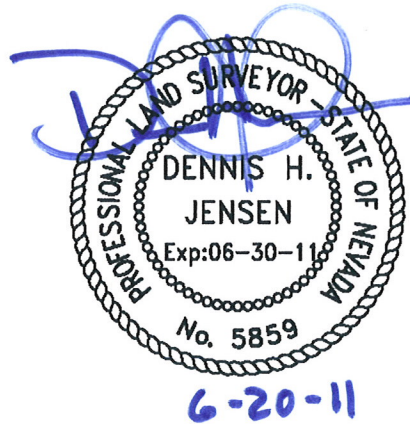
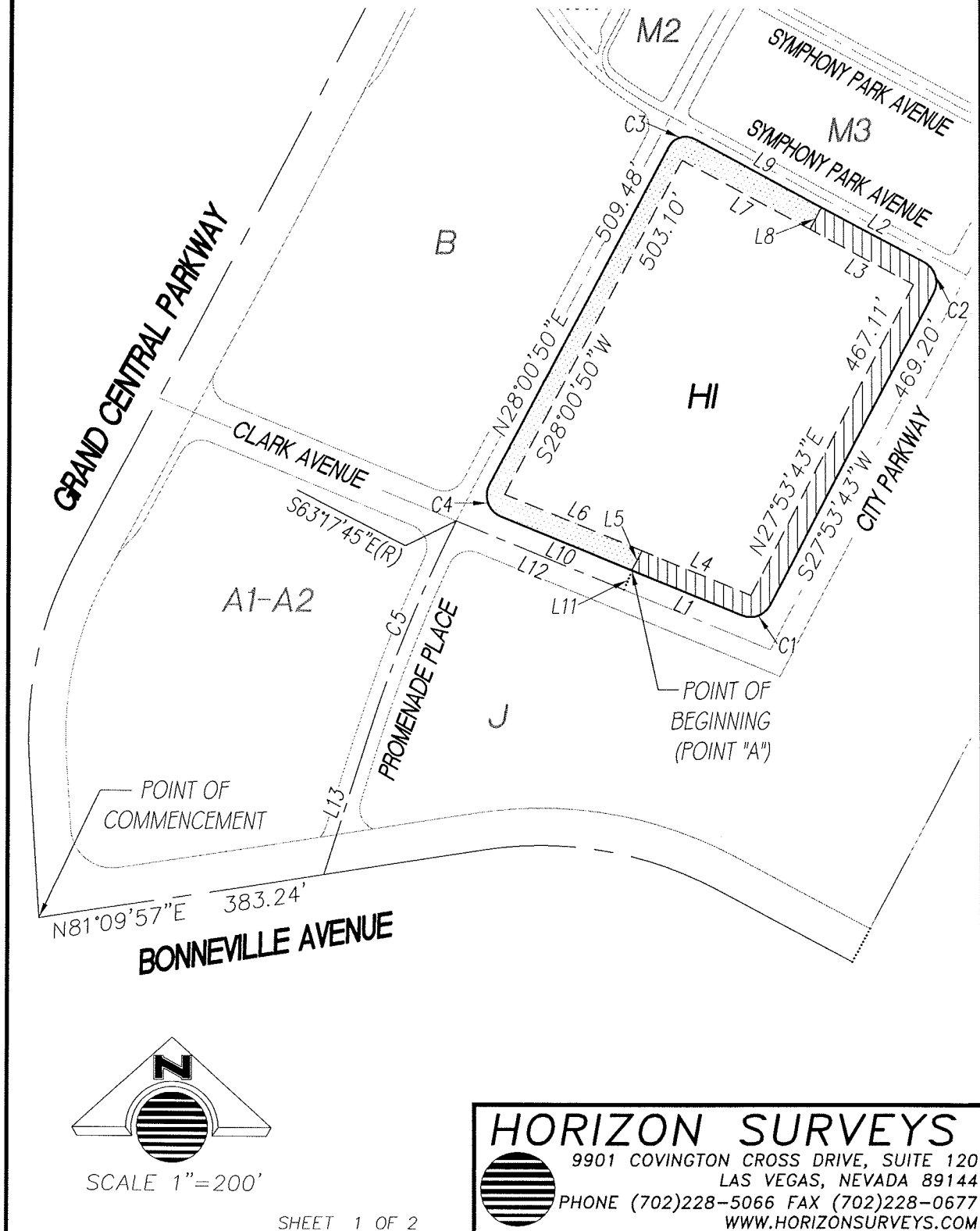


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1"=200'

SHEET 1 OF 2

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE TABLE

No.	BEARING	DISTANCE
L1	N67°53'54"W	159.32'
L2	S62°04'44"E	155.25'
L3	N62°04'44"W	156.25'
L4	S67°53'54"E	157.27'
L5	N27°55'16"E	29.15'
L6	N67°53'54"W	197.72'
L7	N62°04'44"W	195.89'
L8	S27°55'16"W	33.00'
L9	S62°04'44"E	194.88'
L10	N67°53'54"W	188.63'
L11	N22°06'06"E	28.00'
L12	S67°53'54"E	241.35'
L13	N17°53'58"E	188.15'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	30.00'	84°12'23"	44.09'	27.11'
C2	30.00'	89°58'27"	47.11'	29.99'
C3	25.00'	89°54'26"	39.23'	24.96'
C4	30.00'	95°54'44"	50.22'	33.27'
C5	2053.00'	08°48'17"	315.49'	158.06'

LEGEND

————— — — — —	CENTERLINE
- - - - -	EASEMENT LINE
	AREA OF EASEMENT EAST PART = 24,678 S.F. ±
	AREA OF EASEMENT WEST PART = 25,415 S.F. ±
L1	LINE DATA TABLE NUMBER
C1	CURVE DATA TABLE REFERENCE NUMBER
(R)	RADIAL LINE

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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: \$57,811,867.80

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 09/1/11 - 09/15/11



City of Las Vegas

Summary of Cash Expenditures

For period of 09/01/11 to 09/15/11

Total Services & Materials Checks :	\$12,200,408.52
Total Services & Materials EFT Payments :	\$8,914,286.05
Total Wire Transfers:	\$30,681,754.03
Total Payroll Checks:	\$6,015,419.20

Grand Total:	\$57,811,867.80
--------------	------------------------

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.



Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On October 05, 2011 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: FINANCE

DIRECTOR: CANDACE FALDER

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Agreement No. 120019-EV, Prime Design Services Agreement for Development Bonanza Mojave Water Resource Center (BOMO) Pipeline project located at 650 North Mojave Road - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION (\$1,434,648 - Sanitation Enterprise Fund) - Ward 3 (Coffin)

Fiscal Impact

☐
☒

No Impact

☐

Augmentation Required

Budget Funds Available

Amount: \$1,434, 648

Funding Source: Sanitation EF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project provides for consultant services and preparation of contract documents in assisting with the decommissioning of the BOMO for upgrades. The scope of services provides the means to perform preliminary and detailed design services as well as bidding, construction and start-up support services. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: E. Vandyck

POC: Jim Morley - (702) 732-0448

RECOMMENDATION:

That City Council approve award of Agreement No. 120019-EV, Prime Design Services Agreement for Development Bonanza Mojave Water Resource Center (BOMO) Pipeline project to Black & Veatch Corporation in the amount of \$1,434,648. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 120019-EV
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT FOR BOMO PIPELINE

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, and BLACK & VEATCH, (the "Consultant"), a Corporation, whose address is 4040 S. Eastern Ste 330, Las Vegas, NV, 89119.

WITNESSETH:

WHEREAS, the City intends to construct the BOMO Pipeline (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.

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 its own expense, defend the Indemnities 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 Indemnities pursuant to this Section, unless the Indemnities, 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 Indemnities 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.

CITY OF LAS VEGAS

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 9/19/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

James P. Money, Black & Veatch

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 Project Overview

The City of Las Vegas (City) has determined that the existing Bonanza Mojave Water Resource Center (BOMO), 1.0 million gallons per day (MGD) capacity, will be decommissioned. The City has asked Black & Veatch (the Engineer) to prepare contract documents to decommission BOMO and install a reuse pump station and pipeline, rated at 1.0 MGD, to deliver reclaimed water to the Desert Pines Golf Course (DPGC) from the City's Water Pollution Control Facility (WPCF). This Scope of Services will provide the means to perform preliminary and detailed design services, as well as bidding, construction and start-up support services.

The preliminary design will evaluate the extent to which to decommission the BOMO plant; evaluate alternative reuse pipeline alignments from the WPCF to BOMO; and evaluate alternatives to install a reuse pump station at the WPCF to service the DPGC. In addition, as a part of the reuse pipeline alignment evaluation, the Engineer will investigate potential reuse customers within a defined study area. Once all evaluations are complete, the Engineer will meet with the City to come to consensus on the recommended BOMO decommissioning plan, reuse pipeline alignment and customer base, and reuse pump station installation. Based on these recommendations, the Engineer will prepare a Basis of Design Report for use as a guide in detailed design. Upon completion of the Basis of Design Report, the selected BOMO decommissioning plan and the WPCF reuse pump station and pipeline will continue into detailed design, construction and start-up.

100.2 Project Scope

The Scope of Services for this work will include the following major activities:

- 100.2.1:** The Engineer will review and evaluate existing data for BOMO and the DPGC rate of flow control structure (ROFC), including as-built drawings and specifications as provided by the City. Upon completion of the existing data review, the Engineer will perform a one-day on-site inspection with the City to assess and document the extent to which existing equipment will be decommissioned in place. Upon completion of the on-site inspection, the Engineer will prepare a BOMO Decommissioning Alternatives Technical Memorandum (TM) and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended decommissioning plan for BOMO.
- 100.2.2:** The Engineer will collect, review and evaluate existing data for four proposed reuse pipeline alignments and customer base, including desk top utility research using a GIS database provided by the City, right of way data using assessor parcel maps, and desk top research for underground fuel storage tanks, as well as potential customer water usage. A figure depicting the proposed reuse pipeline alignment boundary and potential customer boundary is attached as Figure 1. Upon completion of the background data collection, the Engineer will prepare a Reuse Pipeline Alignment Alternatives Technical Memorandum and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended reuse pipeline alignment and customer base.
- 100.2.3:** The Engineer will review and evaluate existing data for the WPCF reuse pump stations, including as-built and O&M records as provided by the City, in regard to upgrading the pump stations to provide 1 MGD to the DPGC. A figure depicting the proposed WPCF pump stations to be evaluated is attached as Figure 2. Upon completion of the existing data review, the Engineer will perform a one-day on-site inspection with the City to assess and document the state of the existing equipment. Upon completion of the on-site inspection, the Engineer will prepare a WPCF Reuse Pump Station Alternatives Technical Memorandum and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended pump station upgrades and operating philosophy.
- 100.2.4:** The Engineer will develop a Basis of Design Report which compiles and documents the decisions made and alternatives selected through the three TM review workshops described above. Additionally, the Basis of Design Report will define the elements of design, codes, standards, and will include preliminary drawings and process and instrumentation diagrams.
- 100.2.5:** The Engineer will develop a final set of construction documents for the BOMO Decommissioning and the WPCF Reuse Pump Station and Pipeline Project suitable for contracting with a General Contractor.

100.3 BASIC SERVICES

To accomplish the major activities described above, the Engineer will perform these Basic Services consisting of the following phases and work tasks:

PHASE 1000 – PROJECT MANAGEMENT PHASE

Task 1110 – Project Initiation

The Engineer will develop a Project Procedure Memorandum to include the project work plan, scope of work, project directory, communication protocols, schedule, standards, and QA/QC procedures.

Task 1120 – Project Kickoff Meeting

The Engineer will conduct a kick-off meeting between the City and Black & Veatch teams to begin the Project and share information as described below.

- Review the scope of work.
- Confirm project purpose.
- Discuss and confirm the critical success factors.
- Discuss and confirm the project work plan.
- Discuss and confirm the project schedule.
- Identify roles and responsibilities.
- Confirm process to define and collect existing data for Engineer's review and evaluation for BOMO and the DPGC ROFC, and the proposed WPCF pump stations to be modified.

The Engineer will also conduct workshop meetings throughout the project as described in the individual tasks below.

Deliverables for Task 1120:

- Project Kickoff Meeting notes
- Existing Data Request Schedule showing milestones for data needs

Task 1130 – Overall Project Management

The Engineer will provide general management of the Engineer's project team and coordination with City's staff throughout the Project to promote efficient project delivery, control costs and schedule. The Engineer will facilitate meetings and workshops to present concepts, develop alternatives and assist in decision making. The design phase project management is expected to last up to 12 months.

Deliverables for Task 1130:

- Monthly budget and schedule report to be included as a part of project invoicing

PHASE 2000 – PRELIMINARY DESIGN PHASE

Task 2100 – Background Data Collection

Task 2110 – BOMO Data Collection

The Engineer will review and evaluate existing data for BOMO and the DPGC ROFC, including as-built drawings and specifications as provided by the City. Upon completion of the existing data review, the Engineer will take part in a one-day on-site inspection with the City's Operations, Electrical & Controls staff. During the on-site inspection, the City's staff will provide direction as to the extent to which all existing equipment will be decommissioned in place, including the draining of process structures and de-energizing of equipment and devices at the MCC level. During the on-site inspection, should it be determined that detailed decommissioning, removal, salvage and/or demolition activities are necessary, the design will be provided as a part of Additional Services. As well, during the on-site inspection, should it be determined that any modifications to the control systems is needed, the design will be provided as a part of Additional Services.

Deliverables for Task 2110:

- On-site Inspection Report, to be delivered as a part of the BOMO Decommissioning Alternatives TM.

Task 2120 – Reuse Pipeline Data Collection

The Engineer will collect, review and evaluate existing data for four proposed reuse pipeline alignments, including desk top utility research using a GIS utility and assessor parcel database provided by the City, desk top hazardous material assessments provided under Task 3530 – Geotechnical Investigation, and desk top potential reuse customer water usage assessments within the proposed reuse pipeline alignment boundary and potential customer boundary shown on Exhibit A - Figure 1.

Potential reuse customers will include those previously defined in the City master plan documents (*Las Vegas Water Resource Centers Facility Plan, CH2M HILL, April 2008*).

The GIS database provided by the City is expected to include: 1) assessor parcel data and 2) wet and dry utility data for the potential reuse customer boundary shown on Exhibit A – Figure 1. In the event that the City's GIS database does not have the expected information, the Engineer will obtain the data as a part of Additional Services.

Task 2130 – WPCF Reuse Pump Station Data Collection

The Engineer will review and evaluate existing data for the WPCF reuse pump stations, including as-built and O&M records as provided by the City, in regard to upgrading the pump stations to provide 1 MGD to the DPGC. A figure depicting the proposed WPCF pump stations to be evaluated is attached as Figure 2. Upon completion of the existing data review, the Engineer will perform a one-day on-site inspection with the City's Operations, Electrical & Controls staff to assess and document the state of the existing equipment. During the on-site inspection, the Engineer will discuss operational and maintenance issues associated with existing equipment with the City's staff noted above.

Deliverables for Task 2130:

- On-site Inspection Report, to be delivered as a part of the WPCF Reuse Pump Station Alternatives TM.

Task 2200 – Evaluation of Alternatives

Task 2210 – BOMO Decommissioning Alternatives Technical Memorandum

Upon completion of Task 2110 - BOMO Data Collection, the Engineer will prepare a BOMO Decommissioning Alternatives TM and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended decommissioning plan for BOMO.

Deliverables for Task 2210:

- Draft and Final BOMO Decommissioning Alternatives TM – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft BOMO Decommissioning Alternatives TM) – ten (10) completed hard copies.
- BOMO Decommissioning Alternatives TM Review Workshop meeting notes.

Task 2220 – Reuse Pipeline Alignment Alternatives Technical Memorandum

Upon completion of the background data collection, the Engineer will prepare a Reuse Pipeline Alignment Alternatives TM and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended reuse pipeline alignment and customer base.

The Engineer will evaluate four proposed reuse pipeline options, including the two reuse pipeline options as previously defined in the City master plan documents (*Las Vegas Water Resource Centers Facility Plan, CH2M HILL, April 2008*) provided to the Engineer by the City. Based on the previously defined reuse pipeline options, the reuse pipeline is expected to be approximately 37,000 linear feet (7 miles) in length. The pipeline material is expected to be non-metallic. Should a metallic pipeline become an alternative, a corrosion assessment, including resistivity testing, will be provided as a part of Additional Services.

The alignment evaluation criteria will include: 1) estimated cost of construction for each alternative, 2) potential customers associated with each alternative, and 3) potential utility conflicts associated with each alternative. The Engineer will collaborate with the City to develop weighted factors to apply to each of the evaluation criteria listed above.

Deliverables for Task 2220:

- Draft and Final Reuse Pipeline Alignment Alternatives TM – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft Reuse Pipeline Alignment Alternatives TM) – ten (10) completed hard copies.
- Reuse Pipeline Alignment Alternatives TM Review Workshop meeting notes.

Task 2230 – WPCF Reuse Pump Station Alternatives Technical Memorandum

Upon completion of the on-site inspection, the Engineer will prepare a WPCF Reuse Pump Station Alternatives TM and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended pump station upgrades and operating philosophy. The pump station design will incorporate a 1.0 MGD capacity to deliver reuse water from the WPCF to the DPGC. It is expected that the current pump station control philosophy will be maintained (i.e. the DPGC Owner will manually operate their on-site valve and call

the WPCF staff to turn on pumps and deliver water to the DPGC). Should it be determined that an automated delivery system is required, the associated design will be included as a part of Additional Services. The pump station design is expected to utilize the existing pump penetrations and wet wells. No additional major structural design (i.e. wetwell modifications, building or shade structure design) are expected. Should it be determined that major structural modifications are required, the associated design will be provided as a part of Additional Services. Electrical and Instrumentation and Control (I&C) connections are expected to be available from existing pumping stations at the WPCF not currently in use. The evaluation of the existing electrical loads and I&C connections will be verified during preliminary design. During the pump station evaluation, should it be determined that hydraulic, surge and/or disinfection modeling as well as associated customer telemetry design is needed, the associated designs will be provided as a part of Additional Services.

Deliverables for Task 2230:

- Draft and Final WPCF Reuse Pump Station Alternatives TM – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft WPCF Reuse Pump Station Alternatives TM) – ten (10) completed hard copies.
- WPCF Reuse Pump Station Alternatives TM Review Workshop meeting notes.

Task 2300 – Draft Basis of Design Report

The Engineer will develop a Draft Basis of Design Report (BODR) which compiles and documents the decisions made and alternatives selected through the three TM review workshops described above. Additionally, the Draft BODR will define the elements of design, codes, standards, and will include preliminary reuse pipeline plan and profile drawings, the reuse pipeline and pump station hydraulic profile, WPCF Reuse Pump Station Process Flow Diagrams (PFDs) and Process and Instrumentation Diagrams (P&IDs), a engineer's opinion of probable construction cost (EOPCC), and a detailed design drawing and specification list.

The Engineer will facilitate a Draft BODR review workshop with the City. The objective of the Draft BODR workshop is to discuss and wherever possible resolve comments on the draft Basis of Design Memorandum. Prior to the workshop, the City will compile and resolve conflicting City comments for submittal to the Engineer in a review comment tracking log and, as needed, through redline mark-ups of the BODR documents.

It is anticipated that the Basis of Design Report will contain the following sections:

- I. Project Overview
 - A. Background and Purpose
 - B. Project Schedule
 - C. Concurrent Projects
 - D. Permit Requirements and Utility Coordination
 - E. Reference Documents
- II. Alternatives Analyses and Recommended Alternatives
 - A. BOMO and DPGC
 1. Summary of Alternative Analyses and Recommended BOMO Decommissioning Plan
 - B. Preliminary Reuse Pipeline Alignment and Customer Base
 1. Summary of Alternative Analyses and Recommended Reuse Pipeline Alignment
 2. Summary of Alternative Analyses and Recommended Reuse Pipeline Customer Base
 3. Preliminary Reuse Pipeline Exhibits
 - C. WPCF Reuse Pump Station
 1. Summary of Alternative Analyses and Recommended WPCF Reuse Pump Station
 2. WPCF Reuse Pump Station and Reuse Pipeline Hydraulic Profile
 3. WPCF Reuse Pump Station Preliminary PFD and P&IDs
 - D. Equipment Selection
 - E. Component Material Options
 - F. Overall System Operation
- III. Civil Design Criteria
- IV. Process Mechanical Design Criteria
- V. Structural Design Criteria
- VI. Electrical and I&C Design Criteria
- VII. Building Mechanical Design Criteria
- VIII. Cost and Schedule
 - A. Opinion of Probable Construction Cost
 - B. Project Schedule
- IX. Drawing List
- X. Specification List

- XI. Appendices
- A. BOMO Decommissioning TM
 - B. On-site Inspection Report, BOMO and DPGC
 - C. Reuse Pipeline Alignment Alternatives TM
 - D. WPCF Reuse Pump Station Alternatives TM
 - E. On-site Inspection Report, WPCF Pump Stations

Deliverables for Task 2300:

- One (1) Draft Basis of Design Report – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft Basis of Design Report) – one (1) blank electronic copy (MS Excel format).
- Draft BODR Review Workshop meeting notes.

Task 2400 – Final Basis of Design Report

The Engineer will document the final recommendations, decisions, preliminary design, project descriptions, and design criteria established during the preliminary design phase of the project into a Final BODR. The Final BODR will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design.

Deliverables for Task 2400:

- One (1) Final Basis of Design Report – ten (10) hard copies with CDs containing an electronic copy (.pdf).
- Review comment tracking log (Draft Basis of Design Report) – ten (10) completed hard copies.

PHASE 3000 –DETAILED DESIGN PHASE

The Final Basis of Design Report will serve as the basis of design for preparation of one set of construction documents for the BOMO Decommissioning and the WPCF Reuse Pump Station and Pipeline Project. The Engineer will perform engineering and design services to complete the detailed design and construction document preparation. The Engineer will use the City's standard bidding requirements and contract forms and will provide technical specifications and drawings as customarily made available for bidding and construction of these types of projects. Supplementary conditions will be prepared to amend and/or supplement the City's general conditions as required. The drawings will be prepared using the Engineer's design and graphics standards.

The Engineer will submit draft construction drawings and specifications to the City at the 60 and 90% complete stages of the project. The Engineer will facilitate design review workshops with the City at the completion of the 60 and 90% stages of the project to discuss City comments and collect valuable input on the construction plans and specifications. The Engineer will coordinate with the NDEP for their review of the plans and specifications at the 90% stage of the project. Following the workshops, the input received from the City will be incorporated into the final contract documents.

No changes are expected to the BOMO Decommissioning design after the 60% submittal and design review workshop. Should it be determined that changes are needed to the BOMO Decommissioning design after the 60% stage, those changes will be provided as a part of Additional Services.

During the detailed design phase, should it be determined that an independent constructability review is needed to meet NRS 338.1435 guidelines, the Engineer's participation will be provided as a part of Additional Services.

The Engineer will review the final contract documents for completeness, bidability, and constructability, revise contract documents to reflect the City's comments, obtain required signatures on the cover sheet, and deliver ten (10) sets of final contract documents for the City's use. Phase 3000 consists of the following Tasks:

Task 3100 – 60% Design

Using the information documented in the Final Basis of Design Report, the Engineer will proceed to develop a single 60% design package for the BOMO Decommissioning and WPCF Reuse Pump Station and Pipeline design including the drawings, specifications and EOPCC. The Engineer will utilize existing electronic as-built drawings in AutoCAD format provided by the City for the WPCF pump station as the base files for design of the WPCF Reuse Pump Station. The Engineer will prepare a single performance specification for BOMO decommissioning but will not prepare any drawings. Should it be determined that more detailed design is needed, this design will be provided as a part of Additional Services. The Engineer will facilitate a 60% design review workshop with the City. The objective of the 60% workshop is to discuss and wherever possible resolve comments

on the 60% design. Prior to the workshop, the City will compile and resolve conflicting City comments for submittal to the Engineer in a review comment tracking log and, as needed, through redline mark-ups of the 60% design documents.

Details of the 60% Design Package:

- General and discipline drawings, containing a cover, general, legend, and abbreviation sheets, demolition, pipeline plan and profile, pump station and ROFC civil, process and building mechanical, structural, electrical, instrumentation and controls plans, sections and details.
- Front-end specifications (Division 0) based on the City's master front-end documents (MF10, Division 50 format).
- Front-end specifications (Division 1) based on the Engineer's master front-end documents (MF10, Division 50 format).
- Technical Specifications (Divisions 2-16) based on Engineer's master specifications (MF10, Division 50 format) including: demolition, excavation, concrete, metals, finishes, equipment, special construction, electrical and instrumentation.
- Engineer's Opinion of Probable Construction Cost (EOPCC).

Deliverables for Task 3100:

- Drawings –
ten (10) hard copies of stapled edge bound 11" x 17" drawings and one (1) hard copy of stapled edge bound 24" x 36" drawings.
- Specifications and EOPCC –
ten (10) hard copies of screw posted 8 1/2" x 11" specifications.
- 60% design review workshop meeting notes.

Task 3200 – 90% Design

Incorporating the review comments from the 60% design review workshop, the Engineer will proceed to develop a single 90% design package for the BOMO Decommissioning and WPCF Reuse Pump Station and Pipeline design including the drawings, specifications and EOPCC. The Engineer will facilitate a 90% design review workshop with the City. The objective of the 90% workshop is to discuss and wherever possible resolve comments on the 60% design. Prior to the workshop, the City will compile and resolve conflicting City comments for submittal to the Engineer in a review comment tracking log and, as needed, through redline mark-ups of the 60% design documents.

No changes are expected to the BOMO Decommissioning performance specification. Should it be determined that changes are needed to the BOMO Decommissioning performance specification, those changes will be provided as a part of Additional Services.

Deliverables for Task 3200:

- Drawings –
ten (10) hard copies of stapled edge bound 11" x 17" drawings and one (1) hard copy of stapled edge bound 24" x 36" drawings.
- Specifications and EOPCC –
ten (10) hard copies of screw posted 8 1/2" x 11" specifications.
- Completed review comment tracking log (60% design package) –
ten (10) hard copies.
- 90% design review workshop meeting notes.

Task 3300 – Final Contract Documents

Incorporating the review comments from the 90% design review workshop, the Engineer will proceed to develop a single final contract documents package for the BOMO Decommissioning and WPCF Reuse Pump Station and Pipeline design including the drawings, specifications and EOPCC.

No changes are expected to the BOMO Decommissioning performance specification. Should it be determined that changes are needed to the BOMO Decommissioning performance specification, those changes will be provided as a part of Additional Services.

Deliverables for Task 3300:

- Drawings, Specifications and EOPCC –
one (1) electronic copy (.pdf), one (1) hard copy of stapled edge bound 24" x 36" drawings, one (1) hard copy of screw posted 8 1/2" x 11" specifications, and one (1) hard copy of the EOPCC.

Task 3400 – Permitting Assistance and Utility Coordination

The Engineer will prepare a permit matrix in the BODR and provide in the specifications a list of the permits which must be obtained by the owner and construction contractor. The Engineer will lead the efforts to prepare applications, exhibits, drawings, and specifications as necessary for the City's execution and submittal; and will furnish additional information about the Project as required for permit approvals. All review & submittal fees associated with permits will be provided as a part of Additional Services. The Engineer will provide assistance to City in obtaining the following

anticipated permits for both design and construction from State and local agencies. It is expected that the permit review process will be completed in no more than two (2) review cycles per permit. Should the review process extend to more than two (2) review cycles per permit, the Engineer's assistance will be provided as a part of Additional Services.

City of Las Vegas:

- Off-site Permit
- Dust Control Permit
- Grading Permit
- Fuel Storage Permit

Clark County:

- Air Quality Authority to Construct
- Encroachment Permit
- Off-site Permit
- Dust Control Permit
- Grading Permit
- Temporary Use Permit
- Traffic Management Plan
- Fuel Storage Permit
- Southern Nevada Health District - Environmental Health Division signatures

Federal:

- Section 404 of the Clean Water Act Permit

State:

- NDEP Authority to Construct
- NDEP General Stormwater Permit
- NDEP Temporary Discharge Permit
- NDOT ROW Occupancy Permit
- Hazardous Material Permit

In addition, the Engineer will facilitate coordination with effected utilities through the duration of the project. Utility coordination is anticipated with the following agencies and entities. It is expected that the utility review process will be completed in no more than two (2) review cycles per utility. Should the review process extend to more than two (2) review cycles per utility, the Engineer's assistance will be provided as a part of Additional Services.

- Las Vegas Valley Water District
- Southern Nevada Water Authority
- NV Energy – Distribution & Transmission
- Southwest Gas
- Cox Communications
- Century Link
- AT&T Fiber Optics Division
- Level 3 Fiber Optic
- Extenet Power
- TW Telecom

Deliverables for Task 3400:

- Permit matrix
- Permit approval documents

Task 3500 – Project Support Services

The Engineer will provide through a subcontract the following Project Support Services.

Task 3510 – Field Survey and Aerial Photography

The necessary survey services for the preparation of construction drawings and specifications for the recommended reuse pipeline alignment and WPCF pump station improvements will include the following:

- Aerial mapping and orthophotography
- Project control network setup
- Aerial panel control layout
- Field boundary monument location
- Field design survey
- Office boundary research and boundary/right-of-way resolution
- Record of Survey preparation
- Horizontal control plan preparation
- WPCF southeast water reclamation basin pump station as-built survey

These survey services will be used to set horizontal and vertical controls and locate existing ground features, equipment and structures critical to the selected alignment.

Installation of field monuments for Record of Survey, legal descriptions and an as-built survey of the WPCF transfer pump station, if needed, will be provided as a part of Additional Services.

Deliverables for Task 3510:

- Record of Survey – one (1) hard copy

Task 3520 – Subsurface Utility Engineering

Subsurface Utility Engineering (SUE) will be provided in accordance with ASCE Standard Guidelines 38-02 for the Collection and Depiction of Existing Subsurface Utility Data. Field surveys will be performed to field verify utility locations relative to project coordinates. The services of a SUE company will be used to establish a level of confidence in as-built utility locations to reduce overall project risk and delays during construction. Quality Levels, "D, C & B" will be used to establish utilities within the reuse pipeline corridor and Quality Level A (actual test holes) will be used to verify utilities crossing the potential reuse pipeline alignment. Thirty (30) potholes are budgeted along the recommended alignment; should additional potholes be necessary, they will be provided as a part of Additional Services. Fees will be based on actual number of potholes completed.

Task 3530 – Geotechnical Investigation

The necessary geotechnical evaluation services to evaluate subsurface soil conditions for the preparation of construction drawings and specifications for the recommended reuse pipeline alignment and WPCF pump station will include the following:

- Perform thirty seven (37) borings spaced at 1,000 foot intervals
- Perform geotechnical field investigations
- Laboratory sampling and testing
- Prepare and submit three (3) copies of a final geotechnical report with findings and recommendations.

In the event that a Phase I Environmental Site Assessment (ESA) is needed, the assessment will be provided as a part of Additional Services.

In the event groundwater is detected from field boring operations, groundwater levels will be documented. If it is determined that groundwater will effect construction activities, additional groundwater monitoring and reporting will be provided as a part of Additional Services.

Deliverables for Task 3530:

- Draft and Final Geotechnical Data Report –
Ten (10) hard copies with CDs containing an electronic copy (.pdf).

PHASE 4000 - BIDDING PHASE SERVICES

Work under this phase includes assisting the City with the bidding process for the construction contract. Work tasks include:

Task 4100 – Pre-Award Bidding Services

The Engineer will provide the following services during pre-award activities during the bidding phase:

Task 4110 – Print and Distribute Construction Documents

Provide one (1) hard copy and one (1) electronic copy (.pdf) set of construction contract documents and one set of any addenda for the City to make prints as necessary for bid purposes.

Task 4120 – Answer Contractor Questions

During the Bid Period, respond to up to twenty-five (25) questions raised by potential bidders. Provide City with copies of all written correspondence to prospective bidders during the bid period.

Task 4130 – Prepare Addenda

Prepare and issue up to two (2) clarifications and/or addenda to the construction contract documents when required.

Task 4140 – Update Opinion of Probable Construction Cost

Update the final Opinion of Probable Construction Cost and provide to the City.

Task 4150 – Pre-Bid Conference

Attend, at a date and time selected and a place provided by the City, a pre-bid conference and site tour to instruct prospective bidders and suppliers as to the types of information required by the contract documents; review special project requirements and construction contract documents in general; receive requests for interpretations which will be issued by addendum; and prepare minutes of conference and issue by addendum.

Task 4200 – Post-Award Bidding Services

All post-award services during the bidding phase will be provided under Additional Services.

PHASE 5000 – CONSTRUCTION PHASE SERVICES

The Engineer will perform project administration services during the construction phase of the project. The construction phase is expected to last up to 12 months. By performing these services, the Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, procedures of construction, or safety precautions and programs.

Specific services to be performed by Engineer are as follows:

Task 5100 – Project Management

The Engineer will assist the City and coordinate with the Construction Manager during construction.

Task 5200 – Project Meetings and Site Visits

The Engineer will attend five (5) construction progress meetings concurrent with five (5) construction observation days as requested by the City or Construction Manager to review and discuss construction procedures and progress scheduling and other matters concerning the project. Construction observation days are intended for the Engineer to visit the construction site to provide engineering evaluation of the work in-progress and advise the Construction Manager of any appropriate comments and concerns. Construction site visits shall be scheduled and approved by the Construction Manager. If required, additional construction progress meetings and construction observation days will be provided under Additional Services.

Task 5300 – Submittal Review

The Engineer will review shop drawings, eighty (80), and other data submitted by the Contractor as requested by the Construction Manager and as required by the construction contract documents. The Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

The Engineer shall endeavor to complete the review of submittals as quickly as possible and will coordinate with the Construction Manager so that submittals are returned to the Contractor within the time allotted in the Contract Documents.

Task 5400 – RFIs and Document Interpretation

The Engineer will provide assistance and guidance to the Construction Manager and the City in the interpretation of construction contract documents when requested by the City or Construction Manager. The Engineer will respond to up to forty (40) Requests for Information (RFIs) from the Contractor.

Task 5500 – Change Order Processing

The Engineer will provide engineering design support and documentation to assist the City and the Construction Manager in the processing of up to four (4) change orders.

The Engineer will assist the City and the Construction Manager in determining the acceptability of the work or the interpretation of the requirements of the construction contract documents.

Task 5600 – Record Drawings

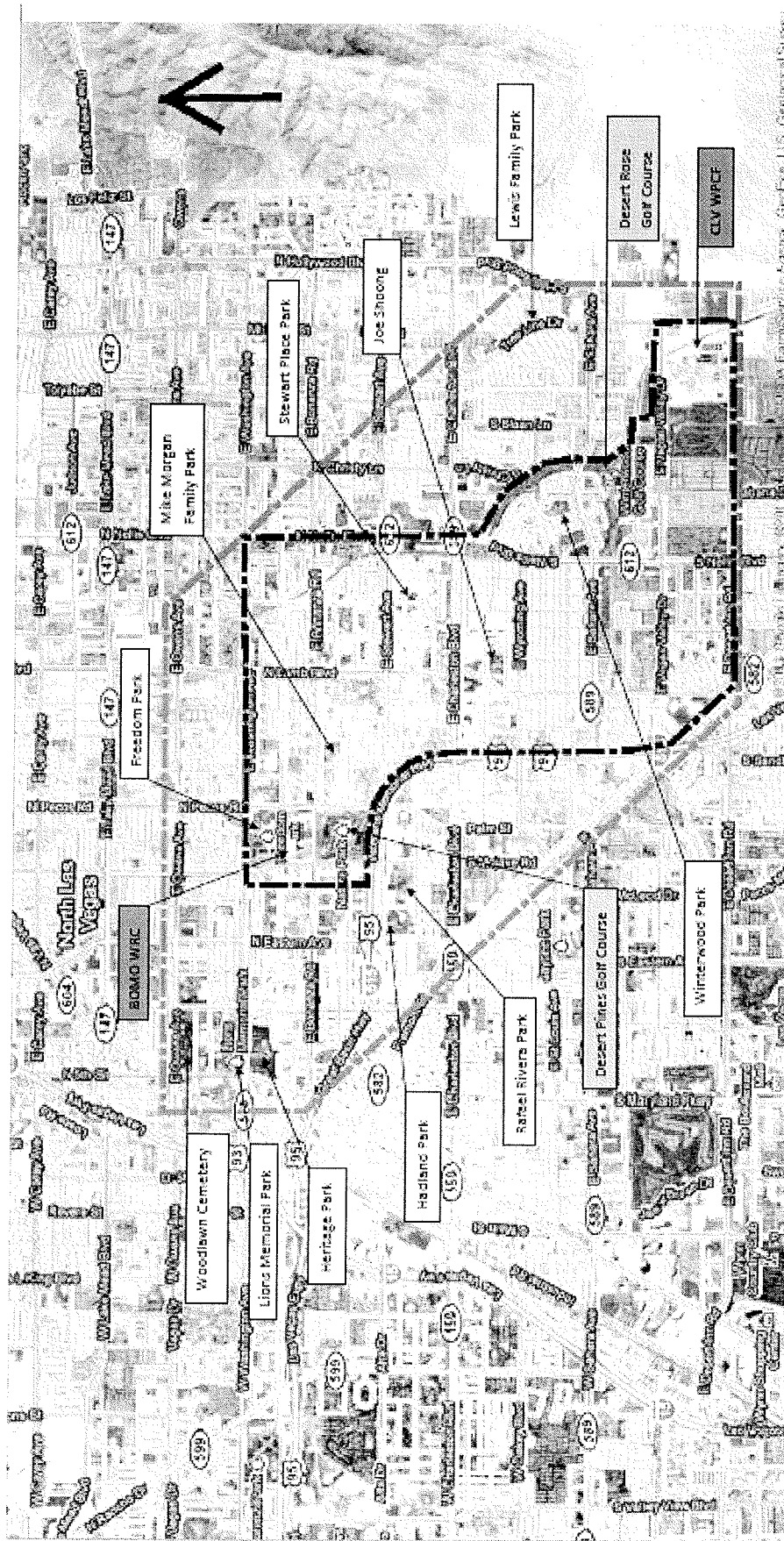
Upon completion of the project, the Engineer will revise the construction contract drawings to conform to the construction records. The Construction Manager will provide a single, 24" x 36" set of complete, compiled red-lined mark-ups to the Engineer. The Engineer will submit record drawings in AutoCAD format on 2 CDs, two sets of 24" x 36" drawings, and one set of 24" x 36" 3 mil wash-off Mylar reproduces.

Task 5700 – O&M and P&ID Updates

All O&M and P&ID updates will be provided under Additional Services.

END OF EXHIBIT "A"

Exhibit A - Figure 1 - Proposed Reuse Pipeline Alignment and Potential Customer Boundaries



Legend:

--- Potential Reuse Customer Boundary

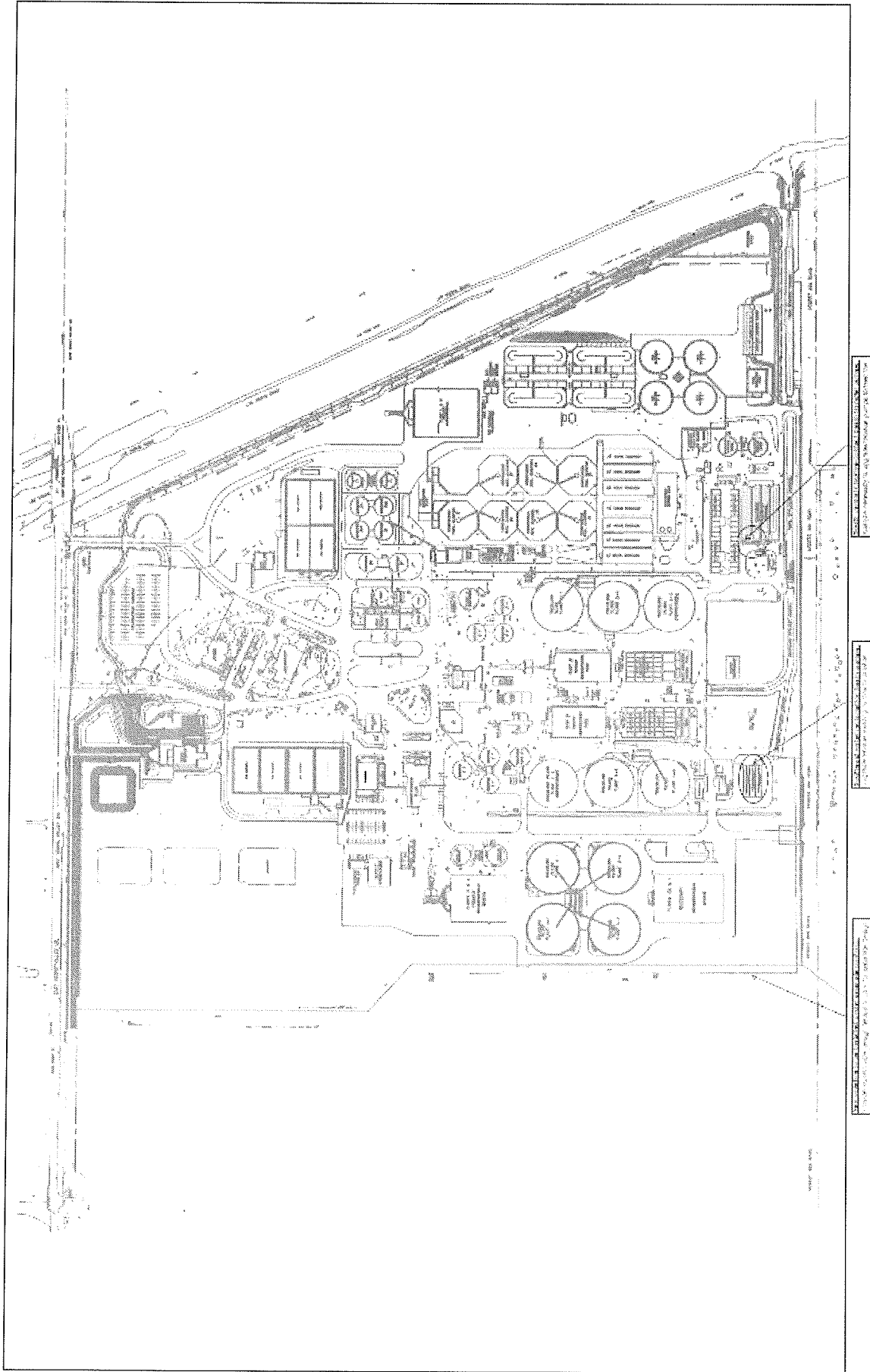
--- Reuse Pipeline Alignment Boundary

Primary Pipeline Connection Points

Existing Reuse Customer

Potential Reuse Customers

Exhibit A - Figure 2 - Proposed WQRF Pump Stations to be Evaluated



PROJECT: BONO PIPELINE PROJECT
 DATE: 10/10/2019
 DRAWING: 10/10/2019

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

200.2 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.

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.
- 300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").
- 300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: DESIGN AND PERMITTING SCHEDULE DELAYS

- 301.1 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.
- 301.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 302: CONSTRUCTION SCHEDULE CHANGES

- 302.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.
- 302.2 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 **\$1,434,648**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

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

ENGINEERING SERVICES	AMOUNT	REMARKS
TOTAL NOT-TO-EXCEED COST	\$1,234,648	

- 401.2 The following Phases and Task Services Worksheet **Exhibit D-1** table(s) show the breakdown of the Total Not to Exceed Cost for Services by Task. The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.
- 401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.
- 401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

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	AMOUNT	ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	200,000.00	See Exhibit "E" for examples of Additional Services

END OF EXHIBIT "D"

EXHIBIT "D-1"

Phase and Task	Principal in Charge	Project Manager	Project Engineer (Pipeline)	Pipeline Design Engineer	Pipeline CAD	GIS Analyst	Permit Coordinator	Project Engineer (BOMG & PS)	Process Mech Design Engineer	Process Mech CAD	O&M Specialist	Structural Engineer	Structural CAD	Electrical Engineer	Electrical CAD	Estimator	QC/QC	Admin	Labor Summary	Subcontractor Expense Summary	Direct Expense Summary	TOTAL	
	\$	210.00 \$	164.80 \$	164.80 \$	106.54 \$	55.00 \$	124.80 \$	124.80 \$	144.80 \$	122.02 \$	99.50 \$	224.00 \$	144.00 \$	90.00 \$	144.00 \$	90.00 \$	102.40 \$	132.02 \$	70.40	Hours	Cost	Cost	
PHASE 1000 - PROJECT MANAGEMENT																							
1100 Project Management	35	312	25	25	0	0	0	25	0	0	4	0	0	0	0	0	0	2	200	624	\$	\$	\$ 83,807
1110 Project Initiation	4	40	20	20	40	0	0	15	32	0	24	0	0	0	0	0	0	2	48	134	\$	\$	\$ 17,787
1120 Meetings - Project Kick-off Meeting	4	12	6	6	6	0	0	6	8	12	4	0	0	0	0	0	0	8	8	40	\$	\$	\$ 6,264
1130 Overall Project Management (17 month project duration)	28	260																144	422	\$	\$	\$ 58,666	
Phase 1000 - Subtotal																							
	35	312	25	25	0	0	0	25	0	0	4	0	0	0	0	0	0	2	200	666	\$	\$	\$ 82,867
PHASE 2000 - PRELIMINARY DESIGN																							
2100 Background Data Collection	8	40	24	48	0	0	0	15	32	0	24	0	0	0	0	0	0	0	24	256	\$	\$	\$ 32,741
2110 BOMG Data Collection	2	4							8	8	12	0	0	0	0	0	0	0	8	22	\$	\$	\$ 2,619
2111 Site visit - BOMG	4	4						8	8	12	12	0	0	0	0	0	0	0	24	256	\$	\$	\$ 3,068
2120 Review Pipeline Data Collection	4	16	16	40	40	40	0	0	0	0	0	0	0	0	0	0	0	0	124	15,311	\$	\$	\$ 15,921
2121 Site visit - Pipeline Study Area Walk	2	16	8	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	16	2,171	\$	\$	\$ 2,421
2130 WPICF Review Pump Station Data Collection	2	16						8	16	12	12	0	0	0	0	0	0	0	8	54	\$	\$	\$ 8,260
2131 Site visit - WPICF Review Pump Station								8	8	0	0	0	0	0	0	0	0	0	16	16	\$	\$	\$ 2,265
2200 Evaluation of Alternatives	40	82	56	164	40	16	20	68	104	40	32	2	0	16	0	0	0	20	84	786	\$	\$	\$ 103,844
2210 BOMG Decommissioning Alternatives TM	4	8	4	8	8	0	0	8	16	0	24	0	0	0	0	0	0	16	16	100	\$	\$	\$ 15,164
2211 Workshop - BOMG Decommissioning Alternatives TM Review								8	8	0	4	0	0	0	0	0	0	0	2	32	\$	\$	\$ 5,067
2220 Review Pipeline Alternatives TM	22	40	40	100	40	16	20	0	0	0	0	0	0	0	0	0	0	0	32	32	\$	\$	\$ 4,823
2221 Workshop - Review Pipeline Alternatives TM Review	6	6	6	4	4	0	0	4	4	0	0	0	0	0	0	0	0	0	2	28	\$	\$	\$ 4,022
2230 WPICF Review Pump Station Alternatives TM	4	16						40	40	40	0	0	0	0	0	0	0	0	32	248	\$	\$	\$ 30,497
2231 Alternatives TM								8	8	0	4	0	0	0	0	0	0	0	2	28	\$	\$	\$ 4,491
2300 Draft Basis of Design Report	4	20	46	40	40	4	0	25	20	16	8	4	0	4	4	4	4	10	254	33,709	\$	\$	\$ 34,409
2310 Review Draft Basis of Design Report	8	40	40	40	40	4	0	20	16	4	4	4	0	4	4	4	4	8	220	27,877	\$	\$	\$ 28,377
2370 Workshop - Basis of Design Report Review	4	12	6	6	6	0	0	6	8	12	4	0	0	0	0	0	0	2	34	5,832	\$	\$	\$ 6,532
2400 Final Basis of Design Report	2	4	8	24	16	2	2	6	24	16	2	2	2	4	2	4	4	8	128	15,564	\$	\$	\$ 15,684
Phase 2000 - Subtotal	54	146	134	216	96	62	22	118	184	72	66	8	0	24	6	28	52	136	132	1022	\$	\$	\$ 191,089
PHASE 3000 - DETAILED DESIGN																							
3100 60% Design	30	74	128	200	320	0	0	104	80	100	44	8	16	48	24	36	48	42	42	1,282	\$	\$	\$ 165,431
3110 BOMG Decommissioning 60% Design (Specifications)	1	8						16	0	0	0	0	0	0	0	0	0	0	8	85	\$	\$	\$ 15,938
3120 Review Pipeline 60% Design (Drawings & Specifications)	24	48	120	200	300													24	24	764	\$	\$	\$ 92,794
3130 WPICF Review Pump Station 60% Design (Drawings & Specifications)	1	12						80	80	100				40	24	8	16	12	307	49,881	\$	\$	\$ 50,381
3190 Workshop - 60% Design Pipeline Review	4	6	8					8	0		4			4				2	36	6,078	\$	\$	\$ 6,328
3200 90% Design	23	58	68	120	240	0	0	48	40	40	4	4	4	64	40	28	40	26	847	104,799	\$	\$	\$ 107,049
3210 BOMG Decommissioning 90% Design (See Note 1)	1	4																0	5	869	\$	\$	\$ 869
3220 Review Pipeline 90% Design (Drawings & Specifications)	16	32	60	120	240													16	16	524	\$	\$	\$ 5,942
3230 WPICF Review Pump Station 90% Design (Drawings & Specifications)	2	16						40	40	40				60	40	12	16	8	282	36,386	\$	\$	\$ 36,693
3290 Workshop - 90% Design Pipeline Review	4	6	8					8	0		4			4				2	36	6,078	\$	\$	\$ 6,328

[illegible]

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	\$210.00	Per Hour
Project Manager	\$164.80	Per Hour
Project Engineer (Pipeline)	\$164.80	Per Hour
Pipeline Design Engineer	\$106.56	Per Hour
Pipeline CAD	\$95.00	Per Hour
GIS Analyst	\$124.80	Per Hour
Permit Coordinator	\$124.80	Per Hour
Project Engineer (BOMO & PS)	\$164.80	Per Hour
Process Mech. Design Engineer	\$122.02	Per Hour
Process Mech. CAD	\$95.00	Per Hour
O&M Specialist	\$224.00	Per Hour
Structural Engineer	\$144.00	Per Hour
Structural CAD	\$90.00	Per Hour
Electrical Engineer	\$144.00	Per Hour
Electrical CAD	\$90.00	Per Hour
Estimator	\$102.40	Per Hour
QA/QC	\$192.00	Per Hour
Administrative	\$70.40	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.

WME – I&C DESIGN & CONSTRUCTION PHASE SERVICES	RATE	UNIT
Project Manager	\$138.00	Per Hour
Senior Controls Specialist	\$130.00	Per Hour
Project Administrator/CAD	\$75.00	Per Hour

VTN – FIELD SURVEY & AERIAL PHOTOGRAPHY	RATE	UNIT
Project Manager	\$170.00	Per Hour
Team Leader	\$150.00	Per Hour
Land Surveyor	\$150.00	Per Hour
Survey Tech	\$115.00	Per Hour
Field Crew	\$210.00	Per Hour

CARDINO TBE – SUBSURFACE UTILITY ENGINEERING	RATE	UNIT
Assistant Director/Senior PM	\$132.85	Per Hour
Geologist	\$132.70	Per Hour
SUE Manager	\$85.84	Per Hour
SUE Supervisor	\$74.56	Per Hour
SUE Technician III	\$61.23	Per Hour
SUE Technician II	\$58.70	Per Hour
SUE Technician I	\$54.06	Per Hour
CADD Technician	\$76.20	Per Hour
Admin Support	\$62.18	Per Hour

NINYO & MOORE – GEOTECHNICAL INVESTIGATION	RATE	UNIT
Principal Engineer/Geologist/Environmental Scientist	\$155.00	Per Hour
Senior Engineer/Geologist/Environmental Scientist	\$140.00	Per Hour
Senior Project Engineer/Geologist/Environmental Scientist	\$131.00	Per Hour
Project Engineer/Geologist/Environmental Scientist	\$125.00	Per Hour
Senior Staff Project Engineer/Geologist/Environmental Scientist	\$110.00	Per Hour
Staff Project Engineer/Geologist/Environmental Scientist	\$105.00	Per Hour
Senior Field/Laboratory/Environmental Technician	\$70.00	Per Hour
Field/Laboratory Technician	\$67.00	Per Hour

ARTICLE 502: UNDEFINED ADDITIONAL SERVICES

- 502.1** Upon prior written approval by the City, CONSULTANT will perform Additional Services that are not described in Exhibit "A". For any such work, CONSULTANT shall first furnish a written scope, cost estimate, and revised schedule that the City shall approve in writing before CONSULTANT may proceed with the work. Additional Services may include, but are not restricted to, the following:
- 502.1.1.** BOMO Detailed Decommissioning, Removal, Salvage, and/or Demolition Design – Prepare detailed decommissioning, removal, salvage, and/or demolition drawings (in .pdf format) and specifications to facilitate some or all of the following:
- 502.1.1.1.** Complete de-termination of all electrically powered equipment and devices at both the electrical source and the piece of equipment.
 - 502.1.1.2.** Removal and salvage of equipment and/or devices for delivery to the City.
 - 502.1.1.3.** Demolition of structures and/or equipment.
 - 502.1.1.4.** Modifications to the control systems.
- 502.1.2.** GIS Database Acquisition – Obtain assessor parcel data and wet and dry utility data for the potential reuse customer boundary shown on Exhibit A – Figure 1.
- 502.1.3.** Corrosion Assessment – Undertake a corrosion assessment including field resistivity testing to protect metallic pipeline alternatives.
- 502.1.4.** Hydraulic and Surge Modeling – Prepare a hydraulic and subsequent surge model for the WPCF reuse pump station and pipeline.

- 502.1.5. Disinfection Modeling – Review and analyze the current WPCF disinfection strategy to ensure continued permit compliance.
- 502.1.6. Reuse Customer Telemetry – Prepare Instrumentation and Control (I&C) telemetry design for up to twelve (12) additional reuse customers other than the Desert Pines Golf Course (DPGC).
- 502.1.7. Pump Station Structural Design – Prepare Structural design for modifying the existing pump wetwells and/or providing pump station shade structures.
- 502.1.8. Constructability Review – Take part in an independent constructability review if so required by NRS 338.1435 guidelines.
- 502.1.9. Permit Fees – Submit fees for applicable permits.
- 502.1.10. Additional Permit and Utility Review Cycles – Assistance with permits and utility reviews whose review process extends to more than two (2) review cycles.
- 502.1.11. Installation of Field Monuments for Record of Survey
- 502.1.12. Legal Exhibits
- 502.1.13. As-Built Survey for WPCF Transfer Pump Station – Prepare an as-built survey for the WPCF South Central Chlorine Contact Basin transfer pump station at the WPCF.
- 502.1.14. Additional Potholes – Provide up to 75 additional potholes.
- 502.1.15. Phase I Environmental Site Assessment – Provide a Phase I Environmental Site Assessment (ESA) to evaluate the possibility that hazardous materials or adverse environmental conditions are present within the proposed reuse pipeline alignment boundary shown on Exhibit A - Figure 1.
- 502.1.16. Groundwater Monitoring and Reporting – Install groundwater monitoring wells and provide groundwater mitigation data for use in construction. Facilitate permitting, including Surface Water Discharge fees.
- 502.1.17. Development of Traffic Control Plans
- 502.1.18. Post Award Bidding Services – Support the City with post-award bidding activities including:
 - 502.1.18.1. Bid Opening – Attend the bid opening at a date, time and place selected by City.
 - 502.1.18.2. Prepare Bid Tabulation and Evaluate Bids – Review the low bid and prepare a tabulation comparing the Engineer's final Opinion of Probable Construction Cost. Review the supporting and qualifying information provided by the bidder. Prepare a technical memorandum addressing significant differences in the low bid and Engineer's final Opinion of Probable Construction Cost, if applicable.
 - 502.1.18.3. Prepare Conformed Copies of Construction Contract Documents – Prepare and distribute ten (10) conformed copies of the construction contract documents to the successful bidder for signatures. These services will include review of the Contractor's bonds, furnishing the Contractor unsigned construction contract documents and transmitting the construction contract documents to the City for signature and distribution.
- 502.1.19. Project Meetings and Site Visits – Attend up to twenty (20) construction progress meetings concurrent with twenty (20) construction observation days as requested by the City or Construction Manager.
- 502.1.20. O&M and P&ID Updates - Upon completion of the project, the Engineer will update the Operations and Maintenance Manuals involved in the WPCF plant modifications as part of this project. In addition, Engineer will update the Process and Instrumentation Diagrams for the BOMO plant relative to the modifications and process changes that are connected to the functionality of the modifications.
- 502.1.21. Other services not included in Basic Services as requested by the City.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: John Bettencourt

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: James P. Morley

601.1.2 PROJECT MANAGER: Guy Voss

601.1.3 **RESPONSIBLE IN CHARGE PERSON**

List name of individual Engineer as licensed:

601.1.4 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**

List Engineer license number:

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	Black & Veatch Corporation
Address	4040 S. Eastern Avenue, #330 Las Vegas, NV 89119
Telephone	702/732-0448
EIN or DUNS	43-1833073

Block 2	<u>Description</u>
Prime Design Services for Bomo Pipeline Project; Agreement No.: 120019-EV	
RFP#	

Block 3	<u>Type of Business</u>
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation

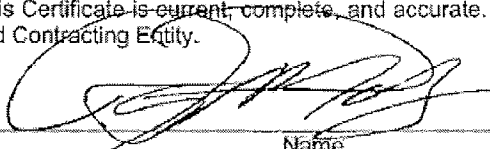
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). BVHC is a privately held company with less than 400 shareholders. The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds approximately 80% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, only one individual currently holds over 1% of the common shares of BVHC. Len Rodman, CEO and Director, who holds approximately 6%. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458 – 2000.		
2.			
3.			
4.			
5.			

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

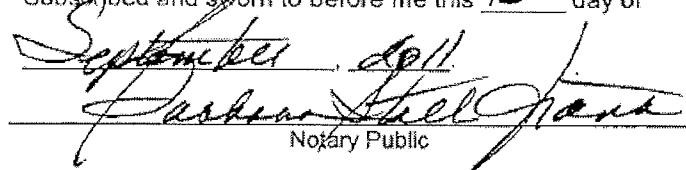
Block 5	Disclosure of Ownership and Principals - Alternate		
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.			
Name of Attached Document: _____			
Date of Attached Document: _____		Number of Pages: _____	

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



 Name
 15 Sep 11

 Date

Subscribed and sworn to before me this 15th day of
September, 2011


 Notary Public

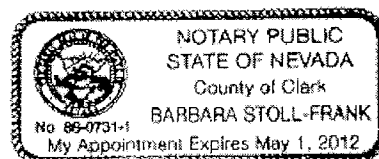


EXHIBIT "G"

CERTIFICATE

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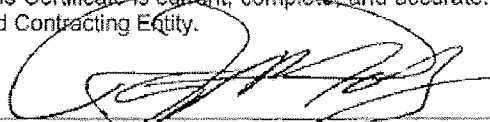
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Date of Attached Document: _____		Number of Pages: _____	

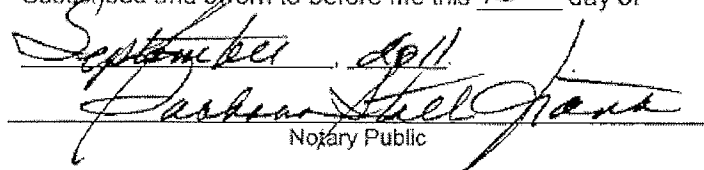
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



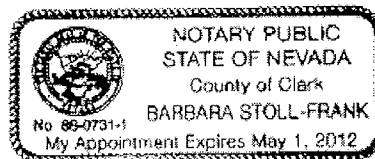
 Name
 15 Sep 11

 Date

Subscribed and sworn to before me this 15th day of

September 2011


 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: FINANCE

DIRECTOR: CANDACE FALDER

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Agreement No. 120039-DC, Blanket Services Agreement for Partnering Facilitation - Department of Public Works - Award recommended to: SMITH CULP CONSULTING (\$100,000 - Various Funds)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$100,000

Funding Source: Various Funds

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This agreement provides the City with the ability to issue task orders for partnering facilitation project meetings, follow-up workshops, project resolution and problem solving 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: Rosemary Ann Smith - (702) 360-1120

RECOMMENDATION:

That City Council approve award of Agreement No. 120039-DC, Blanket Services Agreement for Partnering Facilitation to Smith Culp Consulting in the amount of \$100,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 120039-DC
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT FOR PARTNERING FACILITATION

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas (herein the "City"), a municipal corporation within the State of Nevada, whose address is 400 Stewart Avenue, Las Vegas, Nevada, 89101, and **Smith Culp Consulting** (the "Consultant"), a Corporation, whose address is 653 Ravel Court, Las Vegas, Nevada 89145.

WITNESSETH:

WHEREAS, the City intends to construct various related public works related projects as part of 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 the execution of this Agreement, the parties hereto intend 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.

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below as specified in the Project Task Order issued in connection with a specific Project, and

WHEREAS, the Consultant possesses the special knowledge, skills and expertise to perform the services set forth below 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 below:

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 Description of Consultant's Services. For the compensation set forth in Section Six (Compensation and Terms of Payment), the Consultant hereby agrees to perform the basic services set forth in the Scope of Services and to provide the submittals set forth in the Required Submittals, Exhibits A and B attached hereto and incorporated herein as a part of this Agreement, for each of the specific projects identified by the City. In addition to the basic services, if so requested by the City for a specific project, the Consultant agrees to provide the additional services set forth in the Compensation Schedule, Exhibit C attached hereto and incorporated herein as a part of this Agreement. For each project whose services of the Consultant are needed by the City, the City will issue a Project Task Order on the form attached hereto as Exhibit E, attached hereto and incorporated herein as a part of this Agreement, which details the basic services, submittals and, if any, the additional services to be provided by the Consultant for the identified project.

1.02 Designation of Consultant Representative. The Consultant hereby appoints the individual identified in the Key Personnel List, Exhibit D attached hereto, as its Project representative (the "Consultant Representative"), who is authorized to act on behalf of the Consultant. The Consultant Representative shall serve as the point of contact concerning the performance of this Agreement. The Consultant Representative is responsible for ensuring that the services required under this Agreement and each Project Task Order are performed only by the personnel identified in the Key Personnel List. If any person, or sub-consultant expected to provide any of the services required herein, is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or sub-consultant with someone acceptable to the City. 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 10.04 of this Agreement.

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 originally 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.

1.03 Correspondence Review. The Consultant Representative shall furnish the City Representative a copy of each correspondence, if any, sent to any contractor involved with the Project, or to any regulatory agency.

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

SECTION TWO CITY RESPONSIBILITIES

2.01 Designation of 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 is authorized to transmit instructions, receive information, interpret and define the City's policies and decisions concerning the services to be provided by the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.20 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 within 5 business days of receipt of such documents.

2.03 Cooperation with Consultant. The City, 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 the Consultant with access onto the Project site as may be required in order 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, 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 10.01 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 that 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 TERM OF AGREEMENT

5.01 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 for two (2) years thereafter unless terminated earlier pursuant to Section 10.03 or 10.04 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement. The parties may extend this Agreement for a period of one (1) year by mutual agreement.

5.02 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 SIX COMPENSATION AND TERMS OF PAYMENT

6.01 Compensation: Basic Services. For the services set forth in the Scope of Services, the City agrees to pay the Consultant at the hourly rates set forth in the Consultant Hourly Rates Section of the Compensation Schedule, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The amount of compensation to be paid to the Consultant for the basic services will be set forth as a not to exceed amount in the Project Task Order issued for a specific project. The payment will be made after an invoice is submitted to the City in accordance with Section 6.04 of this Agreement.

6.02 Hourly Compensation: Additional Services. For any services not set forth in the Scope of Services, the City shall pay to the Consultant the fixed fee set forth in the Additional Services Rates Section of the Compensation Schedule, Exhibit "C" attached hereto, provided prior written approval for such services is given by the City Representative. The amount of compensation to be paid to the Consultant for the additional services will be set forth as a not to exceed amount in the Project Task Order issued for a specific project. The payment will be made after an invoice is submitted to the City in accordance with Section 6.04 of this Agreement.

6.03 Compensation: Reimbursable Expenses. The Consultant agrees that all of its direct and indirect expenses are included in the compensation provided for the Basic Services and Additional Services set forth above. Reimbursable expenses are not allowed under this Agreement.

6.04 Payment Invoicing. The Consultant must submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Project Task Order, Exhibit E attached hereto and incorporated herein as a part of this Agreement.

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

- (i) the date of the invoice and invoice number;
- (ii) the purchase order number;
- (iii) Agreement number and project task order number
- (iv) the Agreement item against which charges are made;
- (v) performance dates covered;
- (vi) receipts for reimbursable expenses or travel expenses, if permitted; and
- (vii) a copy of the Progress Report, signed or approved by City's Project Manager.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Consultant will be made in full within 30 calendar days. **Any invoice received without a valid purchase order number will be returned unpaid to the Consultant.** The Consultant 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 Consultant shall forward a copy of the invoice to the City's Project Manager identified in Paragraph 9.02(a).

6.05 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 shall, within sixty (60) days of the City's acceptance, submit a final invoice to the City in the manner prescribed in 6.04, above.

SECTION SEVEN PROPOSAL AND PERFORMANCE SCHEDULE

7.01 Proposal. Subsequent to the execution of this Agreement, the City will notify the Consultant of the need for its services in connection with a specific project of the City. Within 5 business days after the receipt of such notification, the Consultant shall submit to the Project Manager a cost proposal which shall include all cost elements required to perform the services requested by the City and a performance schedule for such services. If accepted by the Project Manager, the cost proposal and performance schedule shall be incorporated into a duly issued Project Task Order to the Consultant, which Project Task Order and requirement set forth therein shall become a part of this Agreement.

7.02 Performance. The Consultant shall perform and complete the services required under this Agreement and each duly issued Project Task Order. If performance of services is delayed, or submittals are not delivered by the deadline, outlined in the Project Task Order, the Consultant shall notify the City Representative in writing of the reason for the delay and include a plan which brings the Consultant's performance into compliance with the requirements of the Project Task Order.

SECTION EIGHT AUDIT: ACCESS TO RECORDS

8.01 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.

8.02 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.

8.03 Period of Maintenance. The books, records and other documents created under 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.

8.04 Sub-contract Provisions. The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its sub-contracts directly related to performance of services specified in this Agreement, which are in excess of \$10,000.

SECTION NINE GENERAL PROVISIONS

9.01 Legal Notice [CAO-7/24/08]

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

Smith Culp Consulting
Anne Smith
653 Ravel Court
Las Vegas, Nevada 89145
Ph. 702-360-1120
Fax: 702-838-8426

- (a) The parties shall provide written notification of any change in the information stated above.
- (b) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (c) For purposes of this Agreement, 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 Agreement.
- (d) Routine correspondence should be directed to the Project Manager or the Consultant Representative, as appropriate.

9.02 Project Manager/Consultant Representative [CAO-7/24/08]

- (a) The City designates John O'Connell, P.E., as the Project Manager for this Agreement. The City will provide written notice to the Consultant, should there be a subsequent Project Manager change. The Project Manager will be the Consultant's principal point of contact at the City regarding any matters relating to this Agreement, will provide all general direction to the Consultant regarding Agreement 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 Agreement.
- (b) The Consultant designates Anne Smith as the Consultant Representative for this Agreement. The Consultant will provide written notice to the City, should there be a subsequent Consultant Representative change. The City has the right to assume that the Consultant Representative has full authority to act for the Consultant on all matters arising under or relating to this Agreement.

9.03 Warranty: Services [CAO-7/24/08] The Consultant warrants that the services shall be performed in full conformity with this Agreement, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Consultant to perform the services in accordance with this Agreement, the Consultant shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

9.04 Intellectual Property Rights [CAO-7/24/08] All deliverables produced under this Agreement, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

9.05 Licenses/Registrations [CAO-7/24/08] During the entire performance period of this Agreement, the Consultant shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Agreement, including maintaining an active City of Las Vegas business license.

9.06 Order of Precedence [CAO-7/24/08] In the event of a conflict between the specific language set forth in Sections 1 through 10 of this Agreement and any Attachment or Exhibit, the specific language in Sections 1 through 10 shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections 1 through 10.

**SECTION 10
GENERAL CLAUSES**

10.01 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Agreement, 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 Consultant, the Consultant shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Consultant as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Consultant in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

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

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

10.02 Notice of Delay [CAO-7/24/08]

(a) If the timely performance of this Agreement is jeopardized by the non-availability of City provided personnel, data, or equipment, the Consultant 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 Consultant in writing of the action which will be taken to remedy the situation.

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

10.03 Termination for Convenience [CAO-7/24/08]

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

10.04 Termination for Default [CAO-11/9/09]

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

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

(b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above, may be exercised if the Consultant 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 9.011 (Legal Notice) of this Agreement.

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

(d) The Consultant shall not be liable for any excess costs if the failure to perform the Agreement arises from circumstances beyond the control and without the fault or negligence of the Consultant. 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 Consultant's obligations under this Agreement 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 Agreement pursuant to the terms of Paragraph 10.03 (Termination for Convenience).

(e) Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of 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 Consultant 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 Agreement, and the City does not remedy the failure after notice thereof is provided to the City by the Consultant pursuant to Paragraph 9.01 (Legal Notice) above, the Consultant shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section 10.01 (Disputes) of this Agreement. During the period of such resolution, the Consultant shall continue with its performance under the Agreement.

10.05 Insurance: [CAO-1/12/09]

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

(b) Industrial/Workers' Compensation Insurance protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement, 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. In lieu of providing the insurance required herein, if the Consultant is a sole proprietor, it will be required to execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 attached hereto and incorporated herein as a part of this Agreement indicating that the Consultant 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.

(c) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Agreement 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.

(d) Consultant must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Agreement number and the Agreement description. The Consultant shall maintain coverage for the duration of this Agreement, and any renewal periods, if applicable. The Consultant shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Consultant 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 shall be provided to the City if so requested.

(e) The City, its officers and employees shall be named as additional insured's and such notation shall appear on the certificate of insurance furnished by the Consultant'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 Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(f) 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.

(g) If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Paragraph 10.04, terminate the Agreement 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 Consultant or charge the replacement insurance costs back to the Consultant.

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

(i) The Consultant is encouraged to purchase any additional insurance as it deems necessary.

(j) The Consultant 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 Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

(k) The policies required in 10.05(a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

10.06 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph 10.05 (Insurance), the Consultant shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Consultant, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Agreement, 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 Consultant 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 Consultant what is due and owing to them, within the payment method specified in this Agreement. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Consultant under this Agreement, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Consultant, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Consultant shall defend the City, against the Liabilities and in the event that the Consultant 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 Consultant.

10.07 Assignment [CAO-7/24/08] Neither party may assign their rights nor delegate their duties under this Agreement 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 Agreement.

10.08 Waiver [CAO-7/24/08] Waiver of any terms of this Agreement 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 Agreement, 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 Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

10.09 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 Consultant shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Agreement. The Consultant shall make any and all payroll deductions required by law. The Consultant 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 Consultant, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

10.10 Consultant Warranties. The Consultant hereby represents and warrants that 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 Disclosure of Ownership/Principals, Attachment 1 attached hereto and incorporated herein as a part of this Agreement, 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 Disclosure of Ownership/Principals form, 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 Disclosure of Ownership/Principals form within fifteen (15) days of such change.

10.11 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 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.

10.12 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.

10.13 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada, County of Clark.

10.14 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.

10.15 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.

10.16 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 sub-consultant 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.

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

10.18 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.

10.19 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.

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

CITY OF LAS VEGAS

Kathleen C. Rainey, Manager Date
Division of Purchasing & Contracts

CONSULTANT
Anne Smith 9-14-11
Anne Smith Date
Smith Culp Consulting

APPROVED AS TO FORM:

John S. Ridilla 9/13/11
City Attorney Date

John S. Ridilla
Deputy City Attorney

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

LIST OF EXHIBITS

Any conditions 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	COMPENSATION SCHEDULE
EXHIBIT D	KEY PERSONNEL LIST
EXHIBIT E	PROJECT TASK ORDER

ATTACHMENT 1	DISCLOSURE OF PRINCIPALS
ATTACHMENT 2	AFFIDAVIT OF SOLE PROPRIETOR

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL: The Consultant shall provide the services needed to accomplish facilitation of the City's Capital Projects, which services may encompass some or all of the following:

- (a) Partnering meeting of approximately 4 hours, the goal of which is to develop an understanding to the Project issues and concerns and to develop a dispute resolution procedure;
- (b) Quarterly follow-up workshops, the goal of which is to identify and resolve issues and problems arising during the Project; and
- (c) On-call Partnering Facilitation, the goal of which is to facilitate the resolution of a particular issue, problem or situation

The specific project, and a more detailed description of the facilitation services to be provided by the Consultant, will be set forth in the individual Project Task Order, Exhibit E attached hereto.

EXHIBIT "B" REQUIRED SUBMITTALS

GENERAL

Deliverables

- (a) The Consultant shall provide a sign-in sheet, Agenda and Minutes for deliverables 1 through 3.
- (b) Additional deliverables may be delineated in an individual Task Order, dependent upon the needs of the City.
- (c) All deliverables shall be submitted to the Project manager on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet format, as appropriate.
- (d)

<u>Item No.</u>	<u>Description</u>
1.	Partnering Workshop
2.	Quarterly Follow-Up Workshop
3.	On-Call Partnering Facilitation
4.	Progress Reports, as defined in the Individual Task Order
- (e) It is understood that the City may make and distribute copies of the documentation, reports and meeting minutes as necessary in connection with the Project without incurring obligation for additional compensation.
- (f) 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, and all Project activity since the last report current issues, and a forecast of upcoming activity.

EXHIBIT "C" COMPENSATION SCHEDULE

A. CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of added and reduce 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
Lead Facilitator	\$210	Per Hour
Support Facilitator	\$0	Per Hour
Clerical	\$40	Per Hour

B. ADDITIONAL SERVICES RATES

The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICES	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement			\$0
			\$0
			\$0

These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

C. REIMBURSABLE EXPENSES

The following Reimbursable Expenses are allowed: **None authorized or anticipated as of the date of this Agreement.**

EXHIBIT "D"

CONSULTANT'S KEY PERSONNEL LIST AND PROJECT STAFF

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

CONSULTANT REPRESENTATIVE: Anne Smith

LEAD FACILITATOR: Anne Smith

SUPPORT FACILITATOR: N/A

CLERICAL: TBD

EXHIBIT "E" PROJECT TASK ORDER

(Number E-____)

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee: \$100,000
Total Aggregate Fee Commitments Prior to this Task Order:
Amount of This Project Task Order:
Remaining Amount on Blanket Agreement:
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 an 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/Additional Instructions:
Estimated Budget:

The parties do hereby agree to the following additional terms and conditions for this Project Task Order: **State "None" if no additional terms and conditions are required.**

Section A – Scope of Services:

Section B – Required Submittals:

Section C – Compensation:Section D – Key Personnel List:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

City
By: _____

Consultant
By: _____

ATTACHMENT 2
AFFIDAVIT OF SOLE PROPRIETOR

I, Rosemary Anne Smith, on behalf of my company, Smith Culp Consulting,
being duly sworn, depose and declare:

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

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

Signed this 3rd day of June, 20 11.

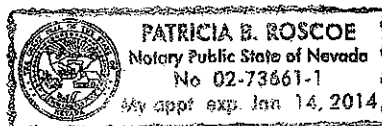
Signature *[Signature]*

State of Nevada)
) ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this 3rd day of June,
20 11, by Rosemary Anne Smith (name of person making statement).

[Signature]
Notary Signature

STAMP AND SEAL



ATTACHMENT "1" CERTIFICATE OF DISCLOSURE

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 is required for all professional services agreements and is generally required in conjunction with a Request for Proposals (RFP). 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 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 Smith Culp Consulting

Address 653 Ravel Court,
Las Vegas, NV 89145

Telephone 702-360-1120

LN or DCNS 91-1571934

Block 2

Description

Subject Matter of ~~Contract~~/Agreement: 120039-DC

Partnering Facilitation Services

REP 7

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	Rosemary Anne Smith/Owner	653 Ravel Ct, Las Vegas, 89145	702-360-1120
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block
5

Disclosure of Ownership and Principals – Alternate

Of 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 document must be included below.

Name of Attached Document:

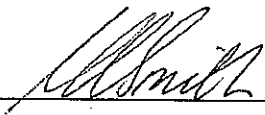
NA

Date of Attached Document:

Pages:

Number of

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.

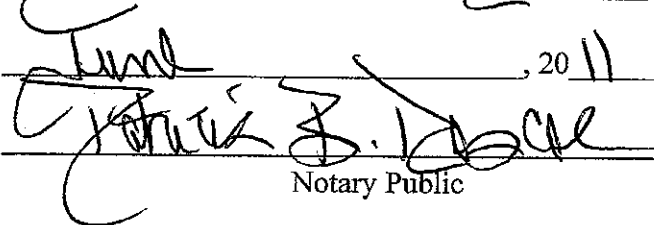


Name

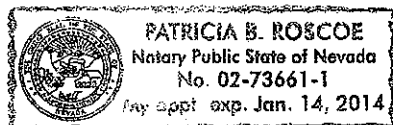
June 3, 2011

Date

Subscribed and sworn to before me this 3rd day of

June, 2011


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: FINANCE

DIRECTOR: CANDACE FALDER

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Contract No. 120016-PH, Blanket Services Agreement for Oracle Consulting Services - Department of Information Technologies - Award recommended to: ORASYS, LLC (Not-to-Exceed \$300,000 - Various Funds)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$300,000

Funding Source: Various Funds

Dept./Division: Information Technologies

PURPOSE/BACKGROUND:

This contract establishes a task order agreement providing established labor rates for consulting services for Oracle development projects. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman

POC: Madhu Reddy - (508) 472-4904

RECOMMENDATION:

That City Council approve award of Contract No. 120016-PH, Blanket Services Agreement for Oracle Consulting Services to Orasys, LLC from date of award through October 4, 2013 with three one-year options to renew with the total Contract amount not to exceed \$300,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 120016-PH
2. Certificate - Disclosure of Ownership/Principals

**BLANKET SERVICES AGREEMENT
FOR
ORACLE CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas (herein the "City"), a municipal corporation within the State of Nevada, whose address is 400 Stewart Avenue, Las Vegas, Nevada, 89101, and Orasys, LLC (the "Consultant"), a Limited Liability Company incorporated in the state of Massachusetts, whose address is 110 Turnpike Road; Suite 212, Westborough, MA 01581.

WITNESSETH:

WHEREAS, the City intends to enhance and improve the functionality and capabilities of its Oracle Payroll Software by the performance of specific services by the Consultant which may be known or unknown to the City at the time of execution of this Agreement; and

WHEREAS, with the execution of this Agreement, the parties hereto intend 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 to execute separate agreements with the Consultant for each individual project; and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services set forth in general in the Scope of Services attached hereto and as specified in the Project Task Order issued in connection with each specific project; and

WHEREAS, the Consultant possesses the special knowledge, skills and expertise to perform the services set forth below and in the Project Task Order 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 below:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Description of Consultant's Services. For the compensation set forth in Section Six (Compensation and Terms of Payment), the Consultant hereby agrees to perform the basic services set forth in the Scope of Services and to provide the submittals set forth in the Required Submittals, Exhibits A and B attached hereto and incorporated herein as a part of this Agreement, for each of the specific projects identified by the City in the Project Task Orders. In addition to the basic services, if so requested by the City for a specific project, the Consultant agrees to provide the additional services set forth in the Compensation Schedule, Exhibit C attached hereto and incorporated herein as a part of this Agreement. For each project where services of the Consultant are needed by the City, the City will issue a Project Task Order on the form attached hereto as Exhibit E, incorporated herein as a part of this Agreement, which details the basic services, submittals and, if any, the additional services to be provided by the Consultant for the identified project.

1.02 Designation of Consultant Representative. The Consultant hereby appoints Madhu Reddy as its Project representative (the "Consultant Representative"), who is authorized to act on behalf of the Consultant. The Consultant Representative shall serve as the point of contact concerning the performance of this Agreement. The Consultant Representative is responsible for ensuring that the services required under this Agreement and each Project Task Order are performed only by the personnel identified in the Project Task Order. If any person, or sub-consultant expected to provide any of the services required herein, is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or sub-consultant with someone acceptable to the City. 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 10.04 of this Agreement.

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 originally 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 is not in the interest of the City or the Project.

1.03 Correspondence Review. The Consultant Representative shall furnish the City Representative a copy of all correspondence, if any, sent to any contractor involved with the Project, or to any regulatory agency.

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

SECTION TWO CITY RESPONSIBILITIES

2.01 Designation of City Representative: Kathleen Fauerbach is hereby designated the City's Project Manager with respect to this Agreement. The Project Manager is authorized to transmit instructions, receive information and interpret and define the City's policies and decisions concerning services to be provided by the Consultant. The Project Manager is not authorized to change or waive any provision set forth in Sections 1.01 through 10.19 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 documents furnished by the Consultant within 10 days of receipt of such documents.

2.03 Cooperation with Consultant. The City, 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 the Consultant with access to the Project site as may be required in order 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 Six, and this Agreement or the relevant Project Task Order 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 10.01 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 Six of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs that 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 TERM OF AGREEMENT

5.01 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 for two (2) years thereafter unless terminated earlier pursuant to Section 10.03 or 10.04 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement. The parties may extend this Agreement for three (3) one (1) year periods by mutual agreement.

5.02 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 SIX COMPENSATION AND TERMS OF PAYMENT

6.01 Compensation: Basic Services. For the services set forth in the Scope of Services, the City agrees to pay the Consultant at the hourly rates set forth in the Consultant Hourly Rates Section of the Compensation Schedule, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The amount of compensation to be paid to the Consultant for the basic services will be set forth as a not to exceed amount in the Project Task Order issued for a specific project. The payment will be made after an invoice is submitted to the City in accordance with Section 6.04 of this Agreement.

6.02 Hourly Compensation: Additional Services. For any services not set forth in the Scope of Services, the City shall pay to the Consultant the fixed fee set forth in the Additional Services Rates Section of the Compensation Schedule, Exhibit "C" attached hereto, provided prior written approval for such services is given by the City Representative. The amount of compensation to be paid to the Consultant for the additional services will be set forth as a not to exceed amount in the Project Task Order issued for a specific project. The payment will be made after an invoice is submitted to the City in accordance with Section 6.04 of this Agreement.

6.03 Compensation: Reimbursable Expenses. Consultant agrees that all of its direct and indirect expenses are included in the compensation provided for the Basic Services and Additional Services set forth above.

6.04 Payment Invoicing. The Consultant must submit an invoice for payment based on the manner or method of payment set forth in the Project Task Order, Exhibit E attached hereto and incorporated as a part of this Agreement.

(a) The Consultant shall submit an invoice to the City in accordance with the payment schedule set forth in the Project Task order. All invoices should identify the following items:

- (i) the date of the invoice and invoice number;
- (ii) the purchase order number;
- (iii) Agreement number and project task order number
- (iv) the Agreement item against which charges are made;
- (v) performance dates covered;
- (vi) receipts for reimbursable expenses or travel expenses, if permitted; and

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Consultant will be made in full within 30 calendar days. **Any invoice received without a valid purchase order number will be returned unpaid to the Consultant.** The Consultant 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 Consultant shall forward a copy of the invoice to the Project Manager identified in Paragraph 2.01.

SECTION SEVEN PROPOSAL AND PERFORMANCE SCHEDULE

7.01 Proposal. Subsequent to the execution of this Agreement, the City will notify the Consultant of the need for its services in connection with a specific project of the City. Within 10 days after the receipt of such notification, the Consultant shall submit to the Project Manager a cost proposal which shall include all cost elements required to perform the services requested by the City, and a performance schedule for such services. If accepted by the Project Manager, the cost proposal and performance schedule shall be incorporated into a duly issued Project Task Order to the Consultant, which Project Task Order and requirement set forth therein shall become a part of this Agreement.

7.02 Performance. The Consultant shall perform and complete services required under this Agreement and each duly issued Project Task Order. If performance of services is delayed, or submittals are not delivered by the deadline outlined in the Project Task Order, the Consultant shall notify the Project Manager in writing of the reason for delay and include a plan which brings the Consultant's performance into compliance with the requirements of the Project Task Order.

SECTION EIGHT AUDIT: ACCESS TO RECORDS

8.01 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 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.

8.02 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.

8.03 Period of Maintenance. The books, records and other documents created under 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.

8.04 Sub-contract Provisions. The Consultant agrees to include Sections 8.01 through 8.03 of this Agreement in all its sub-contracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION NINE GENERAL PROVISIONS

9.01 Legal Notice [CAO-7/24/08]

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

Madhu Reddy
Orasys, LLC
110 Turnpike Road; Suite 212
Westborough, MA 01581
Fax: 508-519-5385

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

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

(c) For the purposes of this Agreement, 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 Agreement.

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

9.02 Project Manager/Consultant Representative [CAO-7/24/08]

(a) The City designates Kathleen Fauerbach as the Project Manager for this Agreement. The City will provide written notice to the Consultant should there be a subsequent Project Manager change. The Project Manager will be the Consultant's principal point of contact at the City regarding any matters relating to this Agreement, will provide all general direction to the Consultant regarding Agreement 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 Agreement.

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

9.03 Warranty: Services [CAO-7/24/08] The Consultant warrants that services shall be performed in full conformity with this Agreement, 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 Consultant to perform services in accordance with this Agreement, the Consultant shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

9.04 Intellectual Property Rights [CAO-7/24/08] All deliverables produced under this Agreement, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

9.05 Licenses/Registrations [CAO-7/24/08] During the entire performance period of this Agreement, the Consultant shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Agreement, including maintaining an active City of Las Vegas business license.

9.06 Order of Precedence [CAO-7/24/08] In the event of a conflict between the specific language set forth in Sections 1 through 10 of this Agreement and any Attachment or Exhibit, the specific language in Sections 1 through 10 shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections 1 through 10.

SECTION 10 GENERAL CLAUSES

10.01 *Disputes* [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Agreement, 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 Consultant, the Consultant shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Consultant as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Consultant 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 Agreement, and the venue for purposes of such litigation or arbitration shall be in the City.

10.02 *Notice of Delay* [CAO-7/24/08]

(a) If the timely performance of this Agreement is jeopardized by the non-availability of City provided personnel, data, or equipment, the Consultant 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 Consultant in writing of the action which will be taken to remedy the situation.

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

10.03 *Termination for Convenience* [CAO-7/24/08]

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

10.04 *Termination for Default* [CAO-11/9/09]

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

- (i) Perform the services required by the Agreement, including, if applicable, delivering any required software, goods, or documentation within the time specified in a Project Task Order;
- (ii) Make progress, so as to endanger performance of this Agreement; or
- (iii) Perform any other provision of this Agreement.

(b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above, may be exercised if the Consultant 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 9.01 (Legal Notice).

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

(d) The Consultant shall not be liable for any excess costs if the failure to perform the Agreement arises from circumstances beyond the control and without the fault or negligence of the Consultant. 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 Consultant's obligations under this Agreement 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 Agreement pursuant to the terms of Paragraph 10.03 (Termination for Convenience).

(e) Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of 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 Consultant 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 Agreement, and the City does not remedy the failure after notice thereof is provided to the City by the Consultant pursuant to Paragraph 9.01 (Legal Notice) above, the Consultant shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section 10.01 (Disputes). During the period of such resolution, the Consultant shall continue with its performance under the Agreement.

10.05 Insurance: [CAO-1/12/09]

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

(b) Industrial/Workers' Compensation Insurance protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement, 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. In lieu of providing the insurance required herein, if the Consultant is a sole proprietor, it will be required to execute an affidavit indicating that the Consultant 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.

(c) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Agreement 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.

(d) Consultant must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Agreement number and the Agreement description. The Consultant shall maintain coverage for the duration of this Agreement, and any renewal periods if applicable. The Consultant shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have

been met. The Consultant 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 shall be provided to the City if so requested.

(e) The City, its officers and employees shall be named as additional insureds on the general liability policy and such notation shall appear on the certificate of insurance furnished by the Consultant'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 Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(f) 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.

(g) If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Paragraph 10.04 and terminate the Agreement if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments from payments due to the Consultant, or charge the replacement insurance costs back to the Consultant.

(i) The Consultant is encouraged to purchase any additional insurance as it deems necessary.

(j) The Consultant 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 Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

(k) The policies required in 10.05(a) shall have a Waiver of Subrogation provision endorsement in favor of the City.

10.06 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph 10.05 (Insurance), the Consultant 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 Consultant, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Agreement, 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 Consultant 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 Consultant what is due and owing to them within the payment method specified in this Agreement. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Consultant under this Agreement, until the claim has been resolved.

(c) It is expressly agreed that the Consultant shall defend the City against the Liabilities and, in the event that the Consultant 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 Consultant.

10.07 Assignment [CAO-7/24/08] Neither party may assign their rights nor delegate their duties under this Agreement 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 Agreement.

10.08 Waiver [CAO-7/24/08] Waiver of any terms of this Agreement shall not be valid unless in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement, 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 Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

10.09 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 Consultant shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Agreement. The Consultant shall make any and all payroll deductions required by law. The Consultant 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 Consultant, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement 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.

10.10 Consultant Warranties. The Consultant represents and warrants that 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 Disclosure of Ownership/Principals, Attachment 1, incorporated herein as a part of this Agreement, 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 Disclosure of Ownership/Principals form, 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 Disclosure of Ownership/Principals form within fifteen (15) days of such change.

10.11 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 assigned to the Project 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.

10.12 Independent Contractor. It is hereby expressly agreed and understood that in the performance of 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.

10.13 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada, County of Clark.

10.14 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.

10.15 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.

10.16 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 sub-consultant 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.

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

10.18 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.

10.19 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.

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
Deputy City Attorney

9-6-11
Date

Orasys, LLC

Madhu Reddy

9-6-11

Madhu Reddy, President

"Company"

LIST OF EXHIBITS

Any conditions between the preceding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT A	SCOPE OF SERVICES
EXHIBIT B	REQUIRED SUBMITTALS
EXHIBIT C	COMPENSATION SCHEDULE
EXHIBIT D	KEY PERSONNEL LIST
EXHIBIT E	PROJECT TASK ORDER

ATTACHMENT 1 DISCLOSURE OF OWNERSHIP

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL: The Consultant shall provide the services needed to accomplish the enhancement of the City's Oracle Software Suite, which services may encompass some or all of the following:

- (a) Consultation Meetings with the City, the goal of which is to develop an understanding to the Project issues and concerns and to develop a management methodology;
- (b) Monthly and Quarterly follow-up workshops, the goal of which is to identify and resolve issues and problems arising during the Project; and
- (c) On-call Services, the goal of which is to facilitate the resolution of a particular issue, problem or situation

The specific project(s), and a more detailed description of the Oracle Software Enhancement services to be provided by the Consultant, will be set forth in the individual Project Task Order(s). A sample Task Order is located at Exhibit E and attached hereto.

EXHIBIT "B"
REQUIRED SUBMITTALS

GENERAL

Deliverables

- (a) The Consultant shall provide an Agenda and Minutes for deliverables 1 through 3.
- (b) Additional deliverables may be delineated in an individual Project Task Order, dependent upon the needs of the City.
- (c) All deliverables shall be submitted to the Project Manager on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet format, as appropriate.
- (d)

<u>Item No.</u>	<u>Description</u>
1.	Initial Meeting
2.	Monthly and/or Quarterly Follow-Up Workshop
3.	On-Call Services
4.	Progress Reports, as defined in the Individual Task Order
- (e) It is understood that the City may make and distribute copies of the documentation, reports and meeting minutes as necessary in connection with the Project without incurring obligation for additional compensation.
- (f) 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, and all Project activity since the last report current issues, and a forecast of upcoming activity.

EXHIBIT "C"
COMPENSATION SCHEDULE**A. CONSULTANT HOURLY RATES**

The following hourly rates are to be used as the basis for negotiation of Not to Exceed Project Task Orders. 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
On-Site Services	\$130.00	Per Hour
Remote Services	\$110.00	Per Hour
Per Diem*	\$164.00 NTE	Per Day
Air Fare *	\$600.00 NTE	Per Round Trip

* Per Diem is governed by the GSA published rates. Air fare must be at the lowest rate available for a reservation made fourteen (14) days in advance, unless approved by the Program Representative in advance.

B. ADDITIONAL SERVICES RATES

The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICES	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement			\$0
			\$0
			\$0

These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

C. REIMBURSABLE EXPENSES

The following Reimbursable Expenses are allowed: **None authorized or anticipated as of the date of this Agreement, with the exception of Per Diem and Air Fare.**

EXHIBIT "D"
CONSULTANT'S KEY PERSONNEL LIST AND PROJECT STAFF

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

CONSULTANT REPRESENTATIVE:

- Madhu Reddy
- Om Shukla
- Kushi Reddy
- David Zajac
- John Garcia
- Narender Ande
- Pavan Reddy

EXHIBIT "E"
PROJECT TASK ORDER

(Number E-____)

Blanket Agreement Project Name: Oracle Consulting Services
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed: \$300,000.00
Total Aggregate Fee Commitments Prior to this Task Order:
Amount of This Project Task Order:
Remaining Amount on Blanket Agreement:
Consultant's Business Name: Orasys, LLC

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 an 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/Additional Instructions:
Estimated Budget:

The parties do hereby agree to the following additional terms and conditions for this Project Task Order: **State "None" if no additional terms and conditions are required.**

Section A – Scope of Services:

Section B – Required Submittals:

Section C – Compensation:

Section D – Key Personnel List:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

City
By: _____

Consultant
By: _____

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity Name ORASYS LLC	Block 2 Description Subject Matter of Contract/Agreement Oracle Consulting Services
Address 110 Turnpike Rd, Suite 212	
Telephone WESTBOROUGH, MA: 01831 508 472 4904	
EIN or DUNS EN-20-5917628	Contract # 120016-PH

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

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	KUSHI REDDY	110 Turnpike Rd, Suite 12	508-353-5878
2.	MADHU P REDDY	WEST BORO, MA: 01581	508-472-4904
3.	PRATHUMNA REDDY	- Same -	508-963-2112
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: _____

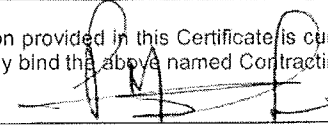
Block 5 Disclosure of Ownership and Principals – Alternate

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: _____

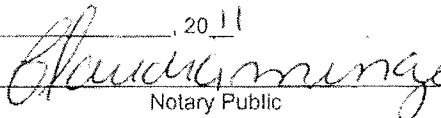
Date of Attached Document: _____ Number of Pages: _____

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.

 9/12/2011
Name

Date

Subscribed and sworn to before me this 12 day of September

 2011
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

For possible action to approve award of Contract No. 120028-PH, Development Services Process Program Management Services - Department of Information Technologies - Award recommended to: ARTECH GROUP, INC. (\$95,600 - Computer Services Internal Service Fund) - All Wards

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$95,600**Funding Source:** Computer Services ISF**Dept./Division:** Information Technologies**PURPOSE/BACKGROUND:**

The reform of the development services process will involve a number of projects across Planning, Building and Safety, Fire Inspection, Public Works, Business Licensing, and other City organizations. This contract provides for a program manager to research, define, plan and lead these improvement projects. The deliverable of this contract is a program foundation document, which is expected to be completed in February 2012. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman

POC: Rick Virmani - (702) 799-9316

RECOMMENDATION:

That City Council approve award of Contract No. 120028-PH, Development Services Process Program Management Services to Artech Group, Inc. from date of award through completion of project in the amount of \$95,600. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 120028-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT NO. 120028-PH
DEVELOPMENT SERVICES PROCESS PROGRAM MANAGEMENT SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2011 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Artech Group, Inc. (hereinafter the "Company") having its principal office located at 3402 Wedo Way, North Las Vegas, Nevada 89031.

SECTION A – Contract Form

The subject matter of this Contract is the provision of professional services to manage the planned reconfiguration of the City's Development Services Process ("DSP").

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) "*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.
- (i) "*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

Payment Schedule. The Company will invoice the City following accomplishment of certain deliverables as outlined in Exhibit A, "Payment Deliverables based on DSP Program Foundation Document". The dates given in this Exhibit are approximate only. Deliverables outlined in Exhibit A are explained in Exhibit B, "Program Foundation Document".

B-4 Invoices

- (a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices) above. All invoices must 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) copy of the Monthly Status Report, signed by the City's Project Manager.

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

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

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

B-5 Performance Period/Delivery Schedule

- (a) The performance period commences from Award Date and continues through the completion of services provided, unless extended through mutual agreement by both parties. It is anticipated that services will be completed by February 2012.
- (b) Delivery Schedule. The Company shall provide services in accordance with the schedule outlined in Exhibit A.

SECTION C – Statement of Work

C-1 Scope of Services

The City's Development Services Process ("DSP") includes the steps one must go through to obtain permits and other documents needed during the building and planning process. The Project goal is to redesign the DSP to shorten cycle times, improve technology and streamline customer experience.

The Company shall act as City's Representative in the DSP development program. In this capacity, the Company shall ensure the accomplishment of the deliverables established in Exhibit B. The Company shall fulfill the following roles:

- (a) Project Liaison
 - (i) Act as liaison between the City, all contractors, designers, consultants, and other entities participating in the Project.
 - (ii) Represent the City at Project meetings and provide advice that will help facilitate economical, efficient and desirable development services procedures.
 - (iii) Submit to the City any suggestions or changes that could improve the development service functions, or reduce Project or operational costs.
 - (iv) Ensure the City receives continuously updated costing and Project information.
 - (v) Ensure that all potential Project related issues are communicated to all parties, with alternative and recommended resolutions, and that each member of the Project team is aware of their role in resolving them.
- (b) Project Manager & Coordinator
 - (i) Facilitate coordination meetings with appropriate parties to ensure the Project remains on schedule and in budget.
 - (ii) Prepare and submit monthly Status Reports for the City Project Manager's approval.
 - (iii) Perform weekly updates to Project budget and schedule.
 - (iv) Make appropriate Project decisions and recommendations to the City so that the City can make decisions in a timely, efficient manner.
 - (v) Oversee and monitor the progress of systems and functional process changes to maintain Project schedule.
 - (vi) Assure timely turnaround of deliverables and submittals by contractors and consultants.
 - (vii) Assist with preparation of all solicitation documents; attend pre-solicitation conferences and proposal evaluation meetings for all Project-related proposals.

- (viii) Oversee the analysis, selection, and delivery of all Project related contracts. Participate in the City's evaluation and, if applicable, negotiation committees on Requests for Proposals to select vendors.
 - (ix) Review and oversee the implementation of Information Technology, Communications, Process and Facility elements of the project.
- (c) Leadership
- (i) Provide leadership and expertise in the Project from all aspects.
 - (ii) Update current strategic plan and provide detailed updates for all Project vendors, consultants and contractors.
 - (iii) Ensure the alignment of Project objectives and strategies across different departments and elements involved in the project.
 - (iv) Maintain team cohesiveness, momentum and motivation.

The Company shall be responsible, as part of its basic services, to work diligently toward resolution of conflicts and misunderstandings that may arise among the entities involved in this Project. Should unforeseen obstacles or delays to the Project arise, it shall be the Company's responsibility at no additional cost to act as the City's Representative in resolving them.

C-2 Deliverables

The City is engaging the Company in a consulting capacity and, as such, the Company's *direct* Deliverables for payment are those detailed in Exhibit A. The Company shall coordinate parties responsible for providing input to the deliverables, and shall facilitate and expedite completion of these tasks.

In addition to the Deliverables outlined in Exhibit A, the Company shall submit the following Deliverables to the Project Manager in the normal course of its services under this Contract:

- Monthly Status Report – reference Section C-1(b)(ii)
- Weekly schedule and budget updates – reference Section C-1(b)(iii)
- Updated strategic plan – reference Section C-1(c)(ii)

All Deliverables shall be completed to the satisfaction of the City's Project Manager

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: Artech Group, Inc.
Rick Virmani
3402 Wedo Way
North Las Vegas, Nevada 89031

(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 Patricia Dues as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Rick Virmani 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 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 Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

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

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

it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

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

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

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

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

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

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C, including, if applicable, delivering any deliverable 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 of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance: [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. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
 - (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.
- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

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

- (c) The City, its officers and employees shall be named as additional insureds on the Company's general liability policy. Such notation shall appear on the certificate(s) 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 not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments from the payments due to the Company, or charge the replacement insurance costs back to the Company.
- (f) The Company is encouraged to purchase any additional insurance it deems necessary.
- (g) 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.
- (h) The policies required in E-5 (a) shall have a Waiver of Subrogation provision endorsement in favor of the City.

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 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 NRS 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. Company shall make any and all payroll deductions required by law. Company agrees to indemnify and hold 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 shall have the right to inspect and audit (including copy or transcribe) 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 audit and inspection. If the books and records are not located in Clark County, the Company agrees to deliver them to the City, or to an address designated by the City in 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 related expenses) to inspect and audit books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for additional costs associated therewith including, without limitation, having to revisit the Company's office. 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 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 the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. This clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

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

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

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

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

E-15 Entire 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-16 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (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-17 Public Records [CAO-7/24/08]

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

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

- (a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) information is, at the time of disclosure by the City, then in the public domain; (ii) information is known to the Company prior to obtaining same from the City; (iii) information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) information is subpoenaed by court order or other legal process. But in such event, the Company shall notify the City and the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

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

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

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

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

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

- (a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following (i) description of services to be performed; (ii) time of performance (i.e., hours of the day, days of the week, etc.); (iii) place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of 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-22 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Pages</u>
Exhibit A	Payment Deliverables Based on DSP Program Foundation Document [Section B-3]	1
Exhibit B	Program Foundation Document [Section B-3]	22
Exhibit C	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	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:

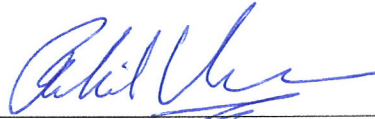
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:


Deputy City Attorney

9-7-11
Date

Artech Group, Inc.



Rick Virmani, President

9-8-11

"Company"

EXHIBIT A - PAYMENT DELIVERABLES BASED ON DSP PROGRAM FOUNDATION DOCUMENT

No.	Deliverable Description	Approx. Delivery	Unit Price	Qty	Extended Price
1	Business Context section completed	October, 2011	\$ 2,400.00	1	\$ 2,400.00
2	Single Business Process completed in Business Requirements section	Weekly	\$ 1,200.00	45	\$ 54,000.00
3	Individual system documented in Technical Requirements section	Monthly	\$ 1,600.00	18	\$ 28,800.00
4	Next Steps section completed	December, 2011	\$ 4,800.00	1	\$ 4,800.00
5	Executive Overview completed in Introduction section	February, 2012	\$ 1,600.00	1	\$ 1,600.00
6	Final DSP Program Foundation Document delivered	February, 2012	\$ 4,000.00	1	\$ 4,000.00

Total Not to Exceed

\$ 95,600.00



City of Las Vegas

Development Services Process

Program Foundation

August 29, 2011

OUTLINE

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1 Introduction

1.1 Executive Overview

Based on the goals and objectives set forth by the City of Las Vegas in the Development Services Process (DSP) Strategic Management Plan, the details of the program execution plan are contained in this document titled DSP Program Foundation. The purpose of this document is to drive the activities necessary to create a roadmap for the implementation of new computer systems, business process improvements and facilities changes needed to accomplish the goals of the DSP program.

<Insert summary of program plan and findings>

1.2 The Requirements Gathering Process

The requirements gathering process consists of four main parts:

Functionality Analysis

The functionality analysis identifies the most important capabilities needed to improve the Development Services business processes. For each function identified, we describe high level features and estimates (High, Medium or Low) for technical complexity and overall business benefit.

Technology Analysis

The technology analysis identifies the existing technology infrastructure within City of Las Vegas and any anticipated future technology directions related to the DSP Program.

Business Benefits Analysis and User Requirements

The business benefits analysis qualifies and quantifies the benefits that can be achieved by implementing/enhancing each specific business process change and new computer system capability.

Organizational Readiness

Organizational readiness is defined to include the ability of the City to accurately define and implement proposed functionality, the business infrastructure to support the new functionality, and the direction of the business as it is impacted by the new functionality.

By merging the results of these analyses, the team developed a functionality table that prescribes a comprehensive set of opportunities for the DSP Program. The opportunities are ranked according to a combination of their relative business benefit and technical complexity/cost to implement, recognizing that some functions are infrastructural in nature and that some may be interdependent. The goal of this process is to maximize business benefit and user need, while minimizing unnecessary technical complexity and cost.

1.3 Project Objectives and Deliverables

The purpose of the DSP Program Foundation project was to analyze City of Las Vegas' current business processes and identify, prioritize, and plan (for implementing) the functional, system and facility changes needed accomplish the goals of the program. This document serves as a summary of the project's findings. This document will be used as input into the subsequent phases of the DSP Program. It includes the following sections:

Business Context

This section outlines the business challenges facing City of Las Vegas by examining corporate goals and critical success factors. In addition, project goals and project success factors are discussed along with key measurements of success.

Business Requirements

The identified business requirements are presented in a Business Requirements Matrix, prioritized by business benefits, technical complexity, and user requirements. Descriptions are provided for each cell in the Business Requirements Matrix.

Technical Requirements

Planned hardware, software, and network requirements for the systems that will be part of the final DSP solution have been defined in terms of high level architectures for the systems and the supporting infrastructure.

Next Steps

A phased road map for proceeding with the implementation of the new and enhanced functionality is included along with time and cost estimates for the recommended next steps.

Appendix

A list of supporting information, including process flows, glossary, and business case assumptions. A list of unresolved issues requiring further consideration and any assumptions that guided certain decisions during the Foundation process are also included in the appendix.

1.4 Project Participants

The project team was composed of the following representatives from across all departments at the City of Las Vegas.

Project Participants	Project Participants	Project Participants
<Insert participant names>		

2 Business Context

2.1 Introduction

The primary purpose of the business context discussion is to outline the program goals and related strategies that were identified during meetings with the Steering Committee and their key representatives. These goals lay a foundation and provide direction to the project in the form of the overall DSP vision. This section also covers the Critical Success Factors that were identified by the Steering Committee.

2.2 DSP Program Goals

The team identified the following project goals to drive the Development Services towards a solution that meets the City's vision:

- **Goal #1** – Substantially reduce the time required for customers to get through the development review process.
Strategies identified for this goal were:
 - Employ technology wherever possible to manage, expedite and provide for more convenient customer access to services.
 - ...
- **Goal #2** – Transfer the burden of tracking and handling the Development Services processes from the customer to the City.
Strategies identified for this goal were:
 - ...
 - ...
- **Goal #3** – Empower employees to serve customers when, where and how they need to, in order that the customer feels we are doing the very best we can to meet their needs.
Strategies identified for this goal were:
 - ...
 - ...
- **Goal #4** – ...
Strategies identified for this goal were:
 - ...
 - ...
- **Goal #5** – ...
Strategies identified for this goal were:
 - ...
 - ...

2.3 DSP Program Critical Success Factors

Critical success factors are those actions that the project team must do well in order to realize the project goals. The critical success factors as identified by the Project Steering Committee are listed below.

The DSP Program team must (examples below):

- Provide just-in-time training for all users with follow-up
- Allow sufficient time for important project objectives and issues
- Build consensus and maintain buy-in from all stake-holders
- Keep project team accountable for deliverables and milestones
- Use of effective and positive approach to change management
- Promote departmental ownership of processes

3 Business Requirements

3.1 Introduction

The process and functionality discussions began with brainstorming sessions. This session gave the team, composed of representatives from City of Las Vegas IT, Business Analysts and Users, the opportunity to discuss current processes and practices and identify potential areas for improvement. These ideas, in conjunction with work to date in this area, were synthesized into the Business Requirements Matrix (see section 3.2 below), a graphical summary of the proposed functionality and Business Requirements. The first column of the table represents the major Development Services Processes, which are then detailed by function along the respective rows.

Discussions were held to further detail each cell in the Business Requirements Matrix, focusing on the features and interactions involved. Those sessions resulted in the creation of a functionality description for each cell representing a single requirement. Once the descriptions were completed, the team focused on identifying the qualitative and quantitative business benefits associated with each cell. As a final step, the teams set out to prioritize the detailed requirements.

3.2 Business Requirements Matrix Description

In order to facilitate the requirements discussions, the team addressed the prioritization of the functionality from several perspectives: user opportunities and business benefits, technical complexity and organizational readiness.

By combining each of these measures, the team was able to develop a preliminary phased Business Requirements Matrix. The shading of the cells indicates the phasing of the Business Requirements Matrix: no shading indicates the first phase, light gray shading indicates the second phase.

User Requirements and Business Benefit

The team analyzed each cell for its importance to the application from the user's perspective and the potential benefit to the City. By combining the resulting scores for each of the cells, a relative benefit rating was assigned to each cell. The following rating system was used:

Rating	Business Benefit	DSP Opportunities
High – B(H)	Significant business benefit opportunities across several benefit categories.	Critical functionality that must be included in the initial phases of the DSP Program.
Medium – B(M)	Minor business benefit across several categories or significant benefit across only a few categories.	Important to the business process, but not immediately necessary; a manual process exists that can be used in the interim.
Low – B(L)	Minor business benefit for one or two categories.	Nice to have functionality, but not immediately critical.

Technical Complexity

Separate discussions were held to explore the technical complexity of each cell. The following rating system was used:

Rating	Description
High – T(H)	Extremely challenging, complex business rules, significant performance issues, or requires extensive software customization or unavailable technology.
Medium – T(M)	Extensive business rules, some technical risk involved. The existing code sets or configuration options may be used to simplify the implementation.
Low – T(L)	Minimal technical challenges, similar functionality already exists which can be used to simplify the implementation. Or the requirement is heavy on business process implementation and light on systems needs.

Organizational Readiness

The team examined each cell for its impact on City of Las Vegas' organizational readiness. Organizational readiness was defined at a high level to included, but was not limited to the following.

- The ability of the business to accurately define and implement the new functionality
- The business infrastructure to support the new functionality
- The direction of the business as it is impacted by the new functionality

In areas where the organization was not in a position to support the functionality, now or in the near future, the functionality was considered out of scope, and may be reviewed in the future.

3.3 DSP Program – Business Requirements Matrix

PRE-APP PROCESSES										
Process	1	2	3	4	5	6	7	8	9	10
A <EXAMPLE> Initial consultation to signed pre-app process	<EXAMPLE> Allow for entire pre-app submission to be completed online	<EXAMPLE> Automate scheduling of pre-app meetings								
B <EXAMPLE> Submission of applications to Planning & Development	B(H):T(M)	B(M):T(M)								
C										
D										
E										

☐ Phase 1

☐ Phase 3

☐ Phase 2

☐ Out of scope

PLANNING & DEVELOPMENT PROCESSES										
Process	1	2	3	4	5	6	7	8	9	10
F										
G										
H										
I										
J										
K										

Phase 1

Phase 2

Phase 3

Out of scope

PUBLIC WORKS PROCESSES										
Process	1	2	3	4	5	6	7	8	9	10
F										
G										
H										
I										
J										
K										

☐ Phase 1
 ☐ Phase 2
 ☐ Phase 3
 ☐ Out of scope

BUILDING & SAFETY PROCESSES										
Process	1	2	3	4	5	6	7	8	9	10
F										
G										
H										
I										
J										
K										

☐ Phase 1
 ☐ Phase 2
 ☐ Phase 3
 ☐ Out of scope

Process	1	2	3	4	5	6	7	8	9	10
F										
G										
H										
I										
J										
K										

FIRE PROCESSES

Phase 1

Phase 2

Phase 3

Out of scope

BUSINESS LICENSING PROCESSES										
Process	1	2	3	4	5	6	7	8	9	10
F										
G										
H										
I										
J										
K										

Phase 1

Phase 2

Phase 3

Out of scope

3.4 ***Business Requirements Specifications***

The following Requirements Description Template describes the information recorded for each process and its corresponding functional requirements:

3.5 **<Process Name>**

The name of the business process as indicated in the left hand column of the Business Requirements Matrix.

Description

A detailed description of the business process.

Process Flow Diagram

A high-level process flow diagram for the functional area, if required.

Business Requirements

- A bullet list of all Business Requirements for this process. The Business Requirements correspond to the cells found in the process row.

Notes

- Any notes for this process.

3.5.1 <Requirement Name>

The name of the Business Requirement as indicated in the cells in the corresponding row to the specified business process.

Row	Column	Overall Business Benefit	Overall Technical Complexity
A	1	High, Medium or Low	High, Medium or Low

Description

A brief description of the Business Requirement.

Features

- Special features related to this requirement
- Sorting functionality, etc.

Business Benefits

Identification of all the potential quantitative and qualitative benefits from the implementation of this requirement. This list provides the background for the overall Business Benefit rating for the opportunity.

Technical Complexity

The different technical areas are rated (High, Medium or Low) on the basis of the quantity of technical effort and the relative complexity of the opportunities for this function. The following technical areas are rated:

Technical Area	Level of Complexity
Process design	High, Medium or Low
Configuration and setup	High, Medium or Low
Business rules and logic	High, Medium or Low
Data interfaces	High, Medium or Low
Reports and access rights	High, Medium or Low
User testing	High, Medium or Low

Other Technical Complexities

- Any additional complexities with the system

Notes

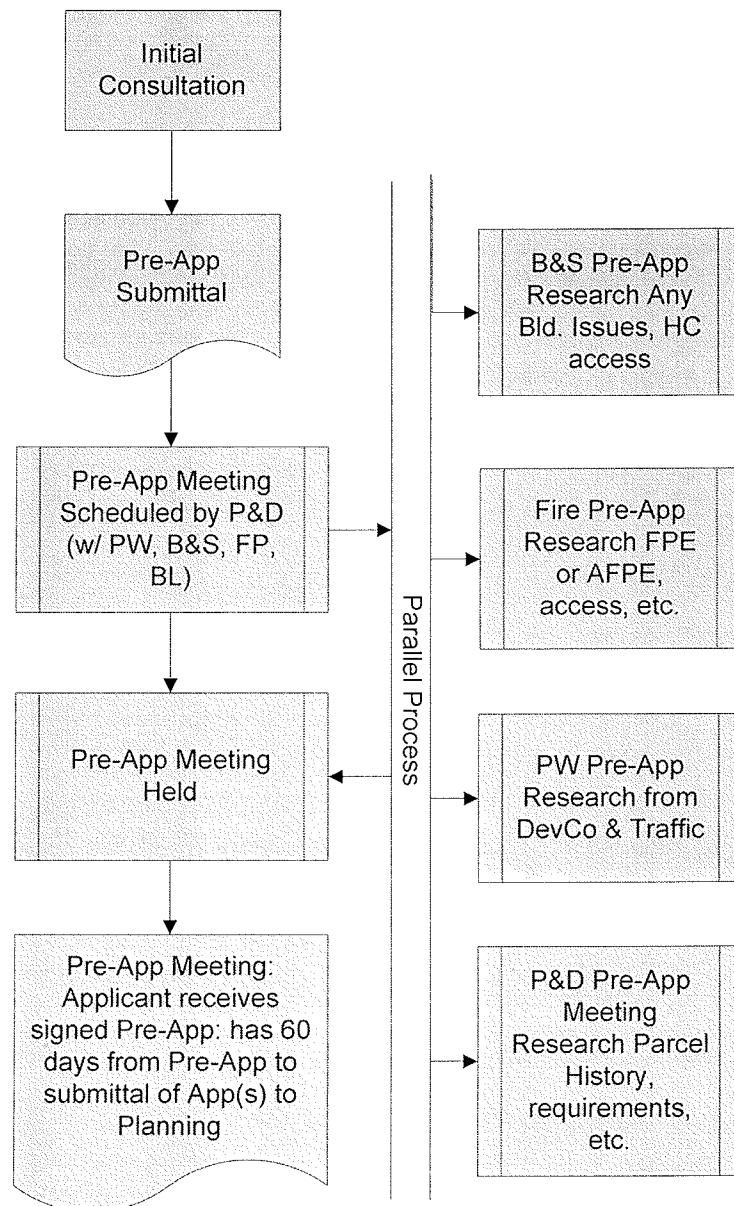
- Any notes for this Business Requirement.

3.5 <EXAMPLE> Initial consultation to signed pre-app process

Description

<Insert narrative description of current process>

<EXAMPLE> Process Flow Diagram



Business Requirements

- <EXAMPLE> Allow for entire pre-app submission to be completed online
- <EXAMPLE> Automate scheduling of pre-app meetings

Notes

- None.

3.5.1 <EXAMPLE> Allow for entire pre-app submission to be completed online

Row	Column	Overall Business Benefit	Overall Technical Complexity
A	1	High	Medium

Description

<Insert a narrative description of the requirement>

Features

- Publish all pre-app forms online
- Allow customers to create a login to save pre-app forms and submissions

Business Benefits

- Reduce customer visits to City offices
- Improved record-keeping of customer related events

Technical Complexity

Technical Area	Level of Complexity
Process design	Medium
Configuration and setup	Medium
Business rules and logic	Medium
Data interfaces	Low
Reports and access rights	Low
User testing	Medium

Other Technical Complexities

- None.

Notes

- None.

4 Technical Requirements

4.1 Introduction

This section identifies the proposed systems that have been selected for implementation as part of the DSP Program. This systems identified here are required for the implementation of the functions and services described in the Business Requirements section (Section 3) above.

The topics covered in this section include:

- Process Overview
- Systems Selected
 - Business requirements supported by each system
 - Infrastructure requirements of each system
 - Budget details for each system

4.2 Process Overview

The technical meetings focused on reviews and demos of potential software solutions to support the goals and objectives of the DSP Program.

<Insert description of systems selection steps>

4.3 <Selected System Name>

Based on the business requirements gathered during the DSP Program Foundation project, the <system name> was selected to meet the following requirements detailed in the Business Requirements section (Section 3) above.

4.3.1 Business Requirements

- ...
- ...

4.3.2 Infrastructure Requirements

The following technical architecture diagram shows the infrastructure requirements for the <system name>.

<Insert technical infrastructure diagram here>

4.3.3 Budget Requirements

<Insert budget and cost details here>

5 Next Steps

5.1 Recommendations

The team concluded, during the project, that City should take a phased approach in implementing the requirements identified for the DSP Program. Based on the findings, there are <number of phases> phases necessary to satisfy the business requirements identified in Section 3 of this document. These phases can be summarized as follows:

<Insert summary of phases here>

5.2 High Level Project Plan

The following Figure displays the overall project plan for the phases of the DSP Program implementation.

Figure 1: High Level Project Plan

<Insert high level project plan here>

5.3 Detailed Phase 1 Project Plan

The following Figure displays the detailed project plan for the first phase of the DSP Program implementation.

Figure 2: Detail Phase 1 Project Plan

<Insert phase 1 project plan here>

6 Appendix

A list of supporting information, including process flows, glossary, and business case assumptions. A list of unresolved issues requiring further consideration and any assumptions that guided certain decisions during the Foundation process will be included in the appendix.

EXHIBIT C - 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 Artech Group, Inc.	Block 2 Description Subject Matter of Contract/Agreement
Name Rick Virmani	DSP Program Management Services
Address 3402 Wedo Way, N. Las Vegas, NV 89031	
Telephone 702-799-9316	
EIN or DUNS 20-3105599	
	Contract # 120028-PH

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

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Rohit Virmani / President, Treasurer	3402 Wedo Way N. Las Vegas, NV 89031	702-799-9316
2.	Diane Virmani / Secretary, Director	3402 Wedo Way N. Las Vegas, NV 89031	702-799-9316
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: _____

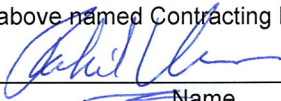
Block 5 Disclosure of Ownership and Principals – Alternate

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: _____

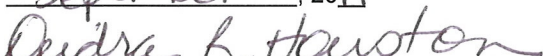
Date of Attached Document: _____ Number of Pages: _____

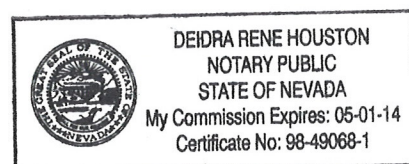
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.


Name ROHIT VIRMANI only
9-8-11
Date

Subscribed and sworn to before me this 8th day of

September, 2011


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: FINANCE

DIRECTOR: CANDACE FALDER

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Agreement No. 120038-DC, Prime Design Services Agreement for Stupak Park located at 300 West Boston Avenue - Department of Public Works - Award recommended to: DESIGN VISION, INC. dba SOUTHWICK LANDSCAPE ARCHITECTS (\$217,300 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐
☒

No Impact

☐

Augmentation Required

Budget Funds Available

Amount: \$217,300

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This agreement provides the City with design services including, but not limited to, plans, drawings, specifications, calculations, permitting and quality control reviews related to Stupak Park. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Stanton Southwick - (702) 597-3108

RECOMMENDATION:

That City Council approve award of Agreement No. 120038-DC, Prime Design Services Agreement for Stupak Park with Design Vision, Inc. dba Southwick Landscape Architects in the amount of \$217,300. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 120038-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT FOR STUPAK PARK

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 **DESIGN VISION, INC. DBA SOUTHWICK LANDSCAPE ARCHITECTS**, (the "Consultant"), a **Nevada Corporation**, whose address is **12 Commerce Center Drive, Suite D-44, Henderson, NV 89014**.

WITNESSETH:

WHEREAS, the City intends to construct the **Stupak Park** (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 its own expense, defend the Indemnities 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 Indemnities pursuant to this Section, unless the Indemnities, 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 Indemnities 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.

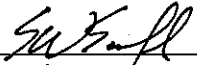
10.25 Agreement Version. This document reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

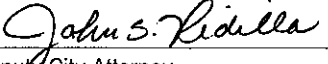
CITY OF LAS VEGAS

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By 
Stanton Southwick,
Design Vision, Inc. dba Southwick Landscape Architects

APPROVED AS TO FORM

 9/8/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

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: 300 W. Boston Avenue, Las Vegas, NV 89102

100.2.1.2 Entire area of assessor's parcel number(s): 162-04-707-008

100.2.1.3 Gross site acreage: 0.56

100.2.1.4 Offsite improvement area: Repair of curb, gutter and sidewalk along south property line.

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:

100.3.1.1 Improvement description: Future restroom building that is not anticipated to be a part of this contract.

100.4 CONSTRUCTION COST BUDGET

100.4.1 Construction Cost Budget: \$2,600,000.00

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 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.

100.5.2 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.

100.5.3 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.

100.5.4 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.

100.6 GENERAL REQUIREMENTS

100.6.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all 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.

100.6.2 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.

- 100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 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 2000 or newer release.
- 100.6.4 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 01600."
- 100.6.5 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.
- 100.6.6 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.
- 100.6.7 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.
- 100.6.8 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.
- 100.6.9 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.
- 100.6.10 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.
- 100.6.11 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.

100.6.12 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.

100.6.13 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.

100.6.14 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.

100.6.15 Throughout the design phases of the project, participate in regularly scheduled design meetings with the City. 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.

100.7 DEFINITIONS

100.7.1 "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.

100.7.2 "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 design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "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.

100.8 CITY'S REVIEW PROCESS

100.8.1 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.

100.8.2 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.

100.8.3 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.

- 100.8.4 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.

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 and Master Planning Phase
- 102.1.3 Design Development Phase
- 102.1.4 Construction Document Phase
- 102.1.5 Bidding 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 COST ESTIMATES

103.1.1.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates 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 unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. 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.

103.1.1.2 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.

103.1.2 GOVERNMENTAL AND AGENCY APPROVALS

103.1.2.1 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:

103.1.2.1.1 General Plan Amendment. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

103.1.2.1.2 Rezoning. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

103.1.2.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.1.2.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

103.1.2.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

103.1.2.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.1.2.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Land Development Section, including a Drainage Compliance Report, if required as an additional service.

103.1.2.1.8 Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

103.1.2.1.9 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:

103.1.2.1.9.1 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.

103.1.2.1.9.2 Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.1.2.2 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.

103.1.2.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.1.2.4 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.

103.1.2.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

103.1.3 GEOTECHNICAL DATA

103.1.3.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

103.1.3.2 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

103.1.3.3 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

103.1.3.4 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

103.1.3.5 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.1.3.6 NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

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, schedule and Construction Cost Budget 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, alternative approaches to the design, theming, phasing, and construction of the Project.

104.1.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

104.1.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

104.1.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

104.1.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

104.1.1.7 SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

104.1.1.7.1 Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.

104.1.1.7.2 Outline specification.

104.1.1.7.3 Project Budget (provided by City).

104.1.1.7.4 Construction Cost Estimate.

104.1.1.7.5 Project Schedule (provided by City).

104.1.1.8 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

104.1.1.9 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 Shade shelter data and code analyses.

105.1.1.1.1.2 Utility plans, including both on-site and off-site improvements.

105.1.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

105.1.1.1.1.4 Planting plans.

105.1.1.1.1.5 Irrigation plans.

105.1.1.1.1.6 Site plans.

105.1.1.1.1.7 Lighting plans.

105.1.1.1.1.8 Power plans

105.1.1.1.1.9 Any other drawings necessary to describe the Project sufficiently including theming and 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 site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

105.1.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

105.1.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

105.1.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide six (6) 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 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

106.1.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. 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.

106.1.1.4 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.

106.1.1.5 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 will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

106.1.1.6 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.

106.1.1.7 CD SUBMITTALS. Provide six (6) copies each of 50 percent, 90 percent and 100 percent documents to the City for review and comment.

106.1.1.7.1 Prepare 50 percent Construction Documents, including the following:

106.1.1.7.1.1 General

- 106.1.1.7.1.1.1** Completed title sheets, abbreviations, legends and site plans.
- 106.1.1.7.1.1.2** Responses to 100 percent Design Development review comments and incorporation into the documents as required.
- 106.1.1.7.1.1.3** Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
- 106.1.1.7.1.1.4** Reference of all applicable codes, Project data and design numbers for rated assemblies.

106.1.1.7.1.2 Site Survey:

- 106.1.1.7.1.2.1** Survey existing site to establish a property boundary and existing topography of the property. Survey includes locating all identifiable utilities in the field, establish horizontal controls, and verifying monumentation and bench marks. Title report to be provided by the City.
- 106.1.1.7.1.2.2** Prepare legal descriptions for LVVWD required easements.

106.1.1.7.1.3 Geotechnical Engineering:

- 106.1.1.7.1.3.1** Review of pertinent background data, including aerial photographs, in-house geotechnical data, and published soils and geologic maps and literature.
- 106.1.1.7.1.3.2** Coordination and mobilization for subsurface exploration. Markout of existing utilities will be conducted through Underground Service Alert.
- 106.1.1.7.1.3.3** Drilling, logging, and sampling of six exploratory borings to depths of approximately 15 feet. The total depth explored will be approximately 90 linear feet. The purpose of the soil borings is to evaluate the subsurface profile and to obtain soil samples for laboratory testing.
- 106.1.1.7.1.3.4** Performance of laboratory tests to evaluate physical and engineering properties of the subsoils, which may include in-place moisture content and dry density, gradation, plasticity, expansivity/consolidation characteristics, solubility, and chemical heave (salt heave) conditions.
- 106.1.1.7.1.3.5** Compilation and analysis of the accumulated data.
- 106.1.1.7.1.3.6** Preparation of draft and final editions of a geotechnical data report providing our findings and a separate geotechnical interpretive report providing our findings, conclusions, and geotechnical recommendations, including recommendations regarding earthwork and design and construction of foundations, retaining walls, and concrete walkways.
- 106.1.1.7.1.3.7** Review of plans and specifications for conformance to the geotechnical report.

106.1.1.7.1.4 Civil Engineering:

- 106.1.1.7.1.4.1** Attend meeting with CLV flood control to fulfill requirements.
- 106.1.1.7.1.4.2** Prepare cover and notes sheets.
- 106.1.1.7.1.4.3** Prepare horizontal control plan.
- 106.1.1.7.1.4.4** Prepare grading plans.
- 106.1.1.7.1.4.5** Prepare grading cross sections and details.
- 106.1.1.7.1.4.6** Prepare utility plans.
- 106.1.1.7.1.4.7** Process plans for approval thru local agencies.
- 106.1.1.7.1.4.8** Submit plans to dry utility companies.
- 106.1.1.7.1.4.9** Prepare offsite / public bond estimate for sidewalk, curb and gutter improvements.

106.1.1.7.1.5 Structural Engineering:

- 106.1.1.7.1.5.1** Design development consultation and value engineering to establish construction materials and preliminary member sizes.
- 106.1.1.7.1.5.2** Preparation of structural calculations and drawings (Construction Documents) for the netting posts, basketball standards, light pole footings and shelter footings.
- 106.1.1.7.1.5.3** Correspondence with the building department to respond to plan check comments for permit of the structural drawings.
- 106.1.1.7.1.5.4** Provide one (1) structural engineering site visit to observe the damaged existing perimeter fence wall and provide recommendations for repair.

106.1.1.7.1.6 Electrical Engineering:

- 106.1.1.7.1.6.1** Coordination with utilities to prepare site specific construction documents and removal, relocation, or re-use of the existing electrical service.
- 106.1.1.7.1.6.2** Preparation of electrical power plans, electrical lighting plans, electrical details, single line diagrams, load, fault and lighting calculations, and panel schedules to support the project.
- 106.1.1.7.1.6.3** Path lighting along the walking paths.
- 106.1.1.7.1.6.4** Security lighting around the park perimeter.
- 106.1.1.7.1.6.5** Lighting for the main entry, playground, shelters and basketball court.
- 106.1.1.7.1.6.6** Power and phone for the irrigation controller(s).
- 106.1.1.7.1.6.7** Preparation of electrical specifications for the project manual.
- 106.1.1.7.1.6.8** Stamping and signing of construction documents.
- 106.1.1.7.1.6.9** Assistance through plan check approvals.

106.1.1.7.1.7 Landscape Architecture:

- 106.1.1.7.1.7.1** Coordination of the entire project and all project consultants.
- 106.1.1.7.1.7.2** Attendance at weekly project progress meetings during the four (4) month design phase.
- 106.1.1.7.1.7.3** Preparation of preliminary designs, sketches, etc. as needed to arrive at the desired design theme. Make modifications as needed to secure owner approval.
- 106.1.1.7.1.7.4** Preparation of a design review plan showing the proposed layout as required by the City of Las Vegas planning department (SDR). Address all design review comments until approval is given.
- 106.1.1.7.1.7.5** Calculation of landscape areas and coverage requirements required by the City of Las Vegas Title 19A and the Downtown Centennial Plan Overlay.
- 106.1.1.7.1.7.6** Planting plan showing the location, size and type of all plant material.
- 106.1.1.7.1.7.7** Planting details showing proper installation techniques for all plant material specified.
- 106.1.1.7.1.7.8** Irrigation plan showing the location, size and type of all irrigation equipment necessary for a 100% coverage system.
- 106.1.1.7.1.7.9** Irrigation details showing proper installation techniques for all irrigation equipment specified.
- 106.1.1.7.1.7.10** Hardscape plan showing the location, size and material type for the walks, basketball court, playground, splash pad, site furniture, fabric shade shelters and metal shade shelters.
- 106.1.1.7.1.7.11** Hardscape details for the hardscape elements specified.
- 106.1.1.7.1.7.12** Landscape specifications.
- 106.1.1.7.1.7.13** Probable construction cost estimate.

106.1.1.7.1.8 Specifications

- 106.1.1.7.1.8.1** Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 106.1.1.7.1.8.2** Final form technical specifications in CSI format.

106.1.1.7.2 Prepare 70 percent Construction Documents, including the following:

- 106.1.1.7.2.1** Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

106.1.1.7.3 Prepare 90 Percent Construction Documents, including the following:

106.1.1.7.3.1 Drawings

- 106.1.1.7.3.1.1** Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

106.1.1.7.3.2 Specifications

- 106.1.1.7.3.2.1** Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

106.1.1.7.3.3 Calculations

- 106.1.1.7.3.3.1** Complete civil, structural and electrical calculations.

106.1.1.7.3.4 General

106.1.1.7.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

106.1.1.7.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

106.1.1.7.3.4.3 Provide Exterior Light Fixture cut sheets for review

106.1.1.7.4 Prepare Final Construction Documents, including the following:

106.1.1.7.4.1 Drawings

106.1.1.7.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

106.1.1.7.4.2 Specifications

106.1.1.7.4.2.1 Complete specifications, READY FOR BID 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.

106.1.1.7.4.3 Calculations

106.1.1.7.4.3.1 Complete Civil, structural and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

106.1.1.7.4.4 General

106.1.1.7.4.4.1 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.

106.1.1.7.4.4.2 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: BIDDING PHASE

107.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

107.1.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

107.1.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

107.1.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

107.1.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

107.1.3.3 Attend and participate in the Pre-bid meeting.

107.1.3.4 Participate in bid evaluation and recommendations.

107.1.4 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 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.

108.1.3.4 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.

- 108.1.3.5 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.
- 108.1.3.6 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.
- 108.1.3.7 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.
- 108.1.3.8 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.
- 108.1.3.9 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.
- 108.1.3.10 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.
- 108.1.3.11 DRAINAGE REPORT.** Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety as an additional service.
- 108.1.3.12 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT.** Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.
- 108.1.3.13 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.
- 108.1.3.14 PUNCHLISTS.** Participate in the development and resolution of Punch Lists.
- 108.1.3.15 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.

- 108.1.3.15.1 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.)
- 108.1.3.15.2 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.
- 108.1.3.15.3 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.
- 108.1.3.15.4 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 coordination 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.

ARTICLE 110: ADDITIONAL SERVICES PHASE

110.1.1 The Consultant shall provide the following additional services only when directed in writing by the City:

- 110.1.1.1 POTHOLING.** Provide potholing above and beyond the six (6) geotechnical borings in the base services to verify unseen buried conditions.

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 AND MASTER PLANNING PHASE

- 201.1** Schematic Design Drawings and Specification Outline.
- 201.2** Site Survey.
- 201.3** Construction Cost Estimate.
- 201.4** Geotechnical Report.

ARTICLE 202: DESIGN DEVELOPMENT PHASE

- 202.1** Drawings and Specifications.
- 202.2** Presentation Drawings, mounted.
- 202.3** Materials Board.
- 202.4** Flood/Hydrology Report draft, if required by governing authorities
- 202.5** Construction Cost Estimate.

ARTICLE 203: CONSTRUCTION DOCUMENT PHASE

- 203.1** If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
- 203.2** If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.

- 203.3 NV Engery, Centurylink, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
- 203.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
- 203.5 Exterior Light Fixture Cut Sheets at 90% Submittal.
- 203.6 Building Permit Application.
- 203.7 Building Department and Land Development plan review permit applications.
- 203.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
- 203.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
- 203.10 Drawing list with sheet title and issue date for each sheet.
- 203.11 Specifications contributing authors' stamps and signatures.

ARTICLE 204: BIDDING PHASE

- 204.1 All bidding documents in PDF format for posting on DemandStar.com.
- 204.2 Requested and necessary addenda.

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. Structural Engineer of Record to review deferred submittals for compliance with foundations and structural calculations provided under 106:1.1.7.1.5.2. 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 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 (30%)	50	Includes 2 week City review period. (36 day design)
Design Development (50%)	40	Includes 2 week City review period. (26 day design)
Construction Documents (100%)	60	City review is concurrent with drawings progress. See below for the permitting phase scope. (60 day design)
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	150	

- 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 and Land Development 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** Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:
- 302.4** The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

- 302.5 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.
- 302.6 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 302.7 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.
- 302.8 The Nevada Power Company design precedes the Centurylink submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.
- 302.9 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 302.10 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 **\$217,300.00**. 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	25%	\$49,700.00	
Design Development	16%	\$33,300.00	
Construction Documents	41%	\$82,100.00	
Bidding	1%	\$2,000.00	
Construction	16%	\$33,200.00	
Post Construction	1%	\$2,000.00	Drafting As-Built Drawings, Punch List
	TOTAL	\$202,300.00	

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.

401.3 CONSTRUCTION COST ESTIMATES

Consultant shall **deduct** from the above Fees \$1,000 for each of the following required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase: Schematic Design, Design Development, Construction Document at 50%, Construction Document at 90%, and Construction Document at 100%.

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	\$15,000.00	1. Additional Potholing. \$300.00/pothole 5' deep. \$400/pothole 10' deep. Minimum \$600.00 for each potholing trip. 2. Additional Engineering calculations, reports, not covered in Exhibit A. 3. Other Professional Services for the project.

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 Landscape Architect	\$160.00	Per Hour
Project Landscape Architect / Manager	\$110.00	Per Hour
Designer / CADD Operator	\$78.00	Per Hour
Clerical	\$52.00	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

- 501.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

SUBCONSULTANT #1: WRIGHT ENGINEERS	RATE	UNIT
Senior Principal	\$190.00	Per Hour
Principal/Director	\$165.00	Per Hour
Senior Project Manager/Senior Engineer	\$140.00	Per Hour
Project Manager/Engineer	\$115.00	Per Hour
Project Engineer/Senior CAD Technician	\$105.00	Per Hour
Project Coordinator	\$105.00	Per Hour
Designer	\$90.00	Per Hour
CAD Technician	\$80.00	Per Hour
Administrative	\$75.00	Per Hour
Clerical	\$40.00	Per Hour

SUBCONSULTANT #2: PROFESSIONAL DESIGN ASSOCIATES	RATE	UNIT
Principal	\$200.00	Per Hour
Senior Engineer	\$150.00	Per Hour
Engineer/Senior Designer	\$100.00	Per Hour
Field Investigator	\$90.00	Per Hour
Designer II	\$80.00	Per Hour
Designer I	\$75.00	Per Hour
Draftsperson/CAD Operator	\$70.00	Per Hour
Administrative Assistant	\$55.00	Per Hour

SUBCONSULTANT #3: NINYO AND MOORE	RATE	UNIT
Principal Engineer/Geologist/Environmental Scientist	\$155.00	Per Hour
Senior Engineer/Geologist/Environmental Scientist	\$140.00	Per Hour
Senior Project Engineer/Geologist/Environmental Scientist	\$131.00	Per Hour
Project Engineer/Geologist/Environmental Scientist	\$125.00	Per Hour
Senior Staff Engineer/Geologist/Environmental Scientist	\$110.00	Per Hour
Staff Engineer/Geologist/Environmental Scientist	\$105.00	Per Hour
GIS Analyst	\$105.00	Per Hour
Field Operations Manager	\$87.00	Per Hour
Supervisory Technician/Inspector	\$85.00	Per Hour
Senior Field/Laboratory/Environmental Technician	\$70.00	Per Hour
Field/Laboratory Technician	\$67.00	Per Hour
Technical Illustrator/CAD Operator	\$65.00	Per Hour
Geotechnical/Environmental/Laboratory Assistant	\$52.00	Per Hour
Information Specialist	\$52.00	Per Hour
Data Processing, Technical Editing or Reproduction	\$50.00	Per Hour

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

- 600.1 CITY REPRESENTATIVE: Patrick Batté
- 600.2 CONSTRUCTION PROJECT REPRESENTATIVE: Rusty Coleman

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Joe Vickers

601.1.2 **RESPONSIBLE IN CHARGE PERSON**

List name of individual Landscape Architect as licensed: Stanton Southwick

601.1.3 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**

List Landscape Architect license number: 221

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: Wright Engineers

602.1.2 STRUCTURAL ENGINEER: Wright Engineers

602.1.3 ELECTRICAL ENGINEER: Professional Design Associates

602.1.4 COST ESTIMATOR: Southwick Landscape Architects

602.1.5 GEOTECHNICAL ENGINEER: Ninyo and Moore

602.1.6 LAND SURVEYOR: Wright Engineers

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	<u>Contracting Entity</u>
Name	Design Vision, Inc. dba: Southwick Landscape Architects
Address	12 Commerce Center Drive Henderson, NV 89014
Telephone	702-597-3108
EIN or DUNS	88-04737752

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u> Landscape Architectural Design for Stupak Park.	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ 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.	Stanton William Southwick	Commerce Center Drive Henderson NV	702-597-3108
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Stanton

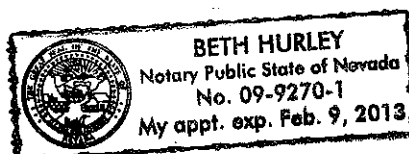
Name

9-12-11

Date

Subscribed and sworn to before me this 12th day of

September, 2011, for Stanton Southwick
Beth Hurley
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: FINANCE

DIRECTOR: CANDACE FALDER

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Bid No. 08.1730.32-TF, Symphony Park Phase 2A, bounded by Grand Central Parkway on the north and west, by the Union Pacific Railroad on the east, and by Bonneville Avenue on the south and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: ACE BUILDERS, INC. (\$2,363,876.41) - General Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$2,363,876.41

Funding Source: General CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of construction of approximately 1450 linear feet of roadway improvements including installation of public streets, sewer system mains and laterals, dry utilities and traffic signs and signals.

PCC: T. Fernandez

POC: Stuart Gusti - (909) 392-4600

RECOMMENDATION:

That City Council approve award of Bid No. 08.1730.32-TF, Symphony Park Phase 2A to Ace Builders, Inc. in the amount of \$2,363,876.41 and approve the construction conflicts and contingency reserve of \$236,876.64. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Bid Abstract



BID ABSTRACT
08.1730.32-TF
Symphony Park Park 2a

ITEM NO.	DESCRIPTION	U.O.M.	QTY	Ace Engineering DBA Ace Builders, Inc.			Aggregate Industries -SWR, Inc.			Tand, Inc.	
				UNIT PRICE	EXTENDED PRICE		UNIT PRICE	EXTENDED PRICE		UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	18	\$500.00	\$9,000.00		\$500.00	\$9,000.00		\$500.00	\$9,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	18	\$1,500.00	\$27,000.00		\$400.00	\$7,200.00		\$125.00	\$2,250.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	\$114,000.00	\$114,000.00		\$114,000.00	\$114,000.00		\$114,000.00	\$114,000.00
202.01	REMOVE CURB AND GUTTER	LF	195	\$16.70	\$3,256.50		\$3.65	\$711.75		\$10.00	\$1,950.00
203.01	ROADWAY EXCAVATION	CY	1,500	\$32.84	\$49,260.00		\$8.80	\$13,200.00		\$17.00	\$25,500.00
203.02	BORROW	CY	1,250	\$16.18	\$20,225.00		\$4.95	\$6,187.50		\$21.00	\$26,250.00
203.03	DUST PALLIATIVE	AC	12	\$1,947.96	\$23,375.52		\$697.00	\$8,364.00		\$950.00	\$11,400.00
270.01	DEWATERING	STA	5	\$2,782.60	\$13,913.00		\$130.00	\$650.00		\$4,600.00	\$23,000.00
302.01	TYPE II AGGREGATE BASE	CY	8,360	\$31.11	\$197,859.60		\$18.30	\$151,638.00		\$24.00	\$200,640.00
402.01	PLAN MIX BITUMINOUS SURFACE	SY	8,580	\$22.26	\$190,990.80		\$18.30	\$157,014.00		\$21.50	\$184,470.00
402.02	(S 12") PLAN MIX BITUMINOUS SURFACE	SY	200	\$27.63	\$5,526.00		\$23.20	\$4,640.00		\$36.00	\$7,200.00
603.01	(18") REINFORCED CONCRETE PIPE (CLASS III)	LF	180	\$80.14	\$14,425.20		\$87.75	\$15,795.00		\$85.00	\$15,300.00
603.02	(24") REINFORCED CONCRETE PIPE (CLASS III)	LF	340	\$91.18	\$31,001.20		\$97.25	\$33,065.00		\$70.00	\$23,800.00
603.03	(30") REINFORCED CONCRETE PIPE (CLASS III)	LF	145	\$107.36	\$15,567.20		\$127.00	\$18,415.00		\$75.00	\$10,875.00
603.04	(36") REINFORCED CONCRETE PIPE (CLASS III)	LF	65	\$109.09	\$7,090.85		\$171.00	\$11,115.00		\$115.00	\$7,475.00
605.01	CULVERT	LF	175	\$89.23	\$17,365.25		\$86.00	\$16,800.00		\$68.00	\$11,900.00
605.02	CULVERT	LF	60	\$123.33	\$7,399.80		\$124.00	\$7,440.00		\$105.00	\$6,300.00
605.03	CULVERT	LF	275	\$166.43	\$45,768.25		\$168.00	\$46,200.00		\$135.00	\$37,125.00
605.04	CULVERT	LF	280	\$215.72	\$60,401.60		\$232.55	\$65,114.00		\$197.00	\$55,180.00
605.05	(48") TYPE I STORM DRAIN MANHOLE	EA	3	\$4,814.25	\$14,442.75		\$4,482.00	\$13,446.00		\$2,800.00	\$8,400.00
605.06	(60") TYPE I STORM DRAIN MANHOLE	EA	1	\$5,576.74	\$5,576.74		\$4,650.00	\$4,650.00		\$3,600.00	\$3,600.00
605.07	(48") TYPE II STORM DRAIN MANHOLE	EA	5	\$8,883.84	\$44,419.20		\$7,500.00	\$37,500.00		\$6,100.00	\$30,500.00
605.08	(60") TYPE II STORM DRAIN MANHOLE	EA	1	\$8,637.82	\$8,637.82		\$7,400.00	\$7,400.00		\$6,100.00	\$6,100.00
605.09	(4') LONG TYPE DM DROP INLET	EA	6	\$7,843.05	\$47,058.30		\$7,400.00	\$44,400.00		\$3,600.00	\$21,600.00
605.10	(8') LONG TYPE DM DROP INLET	EA	5	\$10,218.45	\$51,092.25		\$11,050.00	\$55,250.00		\$5,800.00	\$29,000.00
605.11	TYPE 2-A DROP INLET PER NDOT STD.	EA	2	\$4,720.76	\$9,441.52		\$3,483.00	\$6,966.00		\$4,000.00	\$8,000.00
605.12	ADJUST EXISTING COVERS	EA	2	\$556.96	\$1,113.92		\$956.00	\$1,912.00		\$900.00	\$1,800.00
610.01	ROCK SLOPE PROTECTION (RIPRAP)	CY	5	\$361.76	\$1,808.80		\$78.00	\$390.00		\$250.00	\$1,250.00
613.01	(18") TYPE "L" CURB AND GUTTER	LF	2,880	\$12.24	\$35,251.20		\$10.75	\$30,960.00		\$10.50	\$30,240.00
613.02	(24") TYPE "L" CURB AND GUTTER	LF	150	\$17.81	\$2,671.50		\$14.55	\$2,182.50		\$15.00	\$2,250.00
621.01	PK NAILS	EA	13	\$83.48	\$1,085.24		\$65.00	\$845.00		\$40.00	\$520.00
621.02	TYPE 4A MONUMENTS	EA	24	\$166.97	\$4,007.28		\$66.00	\$1,584.00		\$110.00	\$2,640.00
622.01	CONSTRUCTION SURVEYING	LS	1	\$11,781.27	\$11,781.27		\$15,295.00	\$15,295.00		\$18,000.00	\$18,000.00
622.02	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & W. BRIDGER)	LS	1	\$47,307.64	\$47,307.64		\$82,275.00	\$82,275.00		\$90,000.00	\$90,000.00
623.01	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & W. CARSON & PRIVATE EYE AVE.)	LS	1	\$53,986.37	\$53,986.37		\$120,365.00	\$120,365.00		\$129,500.00	\$129,500.00
623.02	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & PRIVATE DANCER AVE.)	LS	1	\$47,307.64	\$47,307.64		\$78,350.00	\$78,350.00		\$81,000.00	\$81,000.00
623.03	TRAFFIC SIGNAL MODIFICATIONS (AT CITY PARKWAY & GRAND CENTRAL PARKWAY)	LS	1	\$53,986.37	\$53,986.37		\$29,600.00	\$29,600.00		\$34,000.00	\$34,000.00
623.04	(NO. 3-1/2) PULL BOX	EA	19	\$176.59	\$3,355.21		\$31.00	\$589.00		\$350.00	\$6,650.00
623.05	(NO. 5) PULL BOX	EA	3	\$217.06	\$651.18		\$190.00	\$570.00		\$500.00	\$1,500.00
623.06	(NO. 3) PULL BOX	EA	1	\$273.83	\$273.83		\$897.00	\$897.00		\$1,000.00	\$1,000.00
623.07	(30) PULL BOX (INTERCONNECT) 200 AMP SERVICE PEDESTAL WITH	EA	1	\$12,311.12	\$12,311.12		\$4,260.00	\$4,260.00		\$18,400.00	\$18,400.00
623.08	FOUNDATION AND CONNECTION	EA	4	\$1,656.34	\$6,625.36		\$4,965.00	\$19,860.00		\$5,600.00	\$22,400.00
623.09	TYPE T-200 PULL BOX (INTERCONNECT)	EA	6	\$3,988.04	\$23,928.24		\$4,965.00	\$29,790.00		\$33,600.00	\$201,600.00

ITEM NO.	DESCRIPTION	U.O.M.	QTY	Ace Engineering DBA Ace Builders, Inc.		Aggregate Industries - SWR, Inc.		Tand, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.1	2" SCHEDULE 40 PVC CONDUIT W/ 1-#8 BARE THW TRACER WIRE AND PULL ROPE	LF	2,800	\$2.78	\$7,784.00	\$10.55	\$29,540.00	\$13.00	\$36,400.00
623.11	(2) 2" SCHEDULE 40 PVC CONDUIT W/ 1-#8 BARE THW TRACER WIRE AND PULL ROPE	LF	50	\$2.78	\$139.00	\$11.60	\$580.00	\$14.00	\$700.00
623.12	4" SCHEDULE 40 PVC CONDUIT W/ (2)-#6 PAIR PE 39 #22 AWG INTERCONNECT CABLE WITH PULL ROPE	LF	1,400	\$7.24	\$10,136.00	\$13.75	\$19,250.00	\$15.00	\$21,000.00
623.13	4" SCHEDULE 40 PVC CONDUIT W/ (2)-#6 PAIR PE 39 #22 AWG INTERCONNECT CABLE WITH PULL ROPE	LF	50	\$9.74	\$487.00	\$15.85	\$792.50	\$18.00	\$900.00
623.14	6 PAIR PE 39 #22 AWG 10 CABLE IN EXISTING 4" CONDUIT	LF	130	\$4.17	\$542.10	\$2.85	\$370.50	\$8.00	\$1,040.00
623.15	(2) 4" SCHEDULE 40 PVC CONDUIT W/ 1-#8 BARE THW TRACER WIRE AND PULL ROPE	LF	100	\$4.73	\$473.00	\$20.00	\$2,000.00	\$23.00	\$2,300.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	\$17,253.38	\$17,253.38	\$6,100.00	\$6,100.00	\$13,000.00	\$13,000.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	DAY	100	\$24.49	\$2,449.00	\$37.00	\$3,700.00	\$125.00	\$12,500.00
628.01	ONLY SYMBOL (WHITE POLYUREA PAINT)	EA	3	\$1,335.75	\$4,007.25	\$229.00	\$777.00	\$300.00	\$900.00
628.02	ARROW SYMBOL (WHITE POLYUREA PAINT)	EA	2	\$1,665.68	\$3,331.36	\$105.70	\$211.40	\$200.00	\$400.00
628.03	ARROW NOSE (YELLOW POLYUREA PAINT)	EA	5	\$1,335.75	\$6,678.75	\$105.70	\$528.50	\$200.00	\$1,000.00
628.04	4" TYPE 1 CENTERLINE (YELLOW POLYUREA PAINT)	EA	2	\$834.84	\$1,669.68	\$105.70	\$211.40	\$200.00	\$400.00
628.05	4" TYPE 4 LANE LINE (WHITE POLYUREA PAINT)	LF	630	\$2.50	\$1,575.00	\$3.44	\$2,167.20	\$4.00	\$2,520.00
628.06	4" STORAGE LINE (WHITE POLYUREA PAINT)	LF	330	\$2.50	\$825.00	\$1.70	\$561.00	\$4.00	\$1,320.00
628.07	24" WIDE STOP BAR (WHITE POLYUREA PAINT)	LF	480	\$2.50	\$1,200.00	\$1.70	\$816.00	\$3.00	\$1,440.00
628.08	24" WIDE DIAGONAL STRIPE (YELLOW POLYUREA PAINT)	LF	45	\$50.85	\$2,287.25	\$9.50	\$427.50	\$10.00	\$450.00
628.09	24" WIDE DIAGONAL STRIPE (WHITE POLYUREA PAINT)	LF	160	\$50.85	\$8,136.00	\$9.50	\$1,520.00	\$10.00	\$1,600.00
629.01	(10") WATERLINE (DUCTILE IRON PIPE)	LF	160	\$50.85	\$8,136.00	\$9.50	\$1,520.00	\$10.00	\$1,600.00
629.02	(12") WATERLINE (DUCTILE IRON PIPE)	LF	280	\$97.95	\$27,426.00	\$78.50	\$22,180.00	\$70.00	\$19,600.00
629.03	(16") WATERLINE (DUCTILE IRON PIPE)	LF	635	\$117.10	\$74,168.50	\$103.00	\$65,415.00	\$90.00	\$57,150.00
629.04	FIRE HYDRANT ASSEMBLY	EA	850	\$151.12	\$128,448.00	\$142.70	\$121,295.00	\$130.00	\$110,500.00
629.05	(10") GATE VALVE	EA	8	\$5,208.48	\$41,667.84	\$6,445.00	\$51,560.00	\$4,000.00	\$32,000.00
629.06	(12") GATE VALVE	EA	9	\$2,315.29	\$20,837.61	\$2,365.00	\$21,285.00	\$2,100.00	\$18,900.00
629.07	(16") GATE VALVE	EA	5	\$3,255.98	\$16,279.90	\$2,680.00	\$13,400.00	\$2,500.00	\$12,500.00
629.08	(16"x12") REDUCER (DUCTILE IRON PIPE)	EA	2	\$8,895.23	\$17,790.46	\$5,225.00	\$10,450.00	\$6,500.00	\$13,000.00
629.09	(12") ELBOW (DUCTILE IRON PIPE)	EA	1	\$1,286.79	\$1,286.79	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00
629.10	(16") ELBOW (DUCTILE IRON PIPE)	EA	2	\$1,074.16	\$2,148.32	\$972.00	\$1,944.00	\$1,000.00	\$2,000.00
629.11	(12"x10") TEE (DUCTILE IRON PIPE)	EA	12	\$1,350.16	\$16,201.92	\$1,700.00	\$20,400.00	\$1,500.00	\$18,000.00
629.12	(12"x12") TEE (DUCTILE IRON PIPE)	EA	4	\$1,125.64	\$4,502.56	\$728.00	\$2,912.00	\$1,000.00	\$4,000.00
629.13	(16"x12") TEE (DUCTILE IRON PIPE)	EA	1	\$1,324.61	\$1,324.61	\$973.00	\$973.00	\$1,000.00	\$1,000.00
629.14	(16"x10") TEE (DUCTILE IRON PIPE)	EA	5	\$1,892.31	\$9,461.55	\$1,335.00	\$6,675.00	\$1,000.00	\$5,000.00
629.15	ADJUST EXISTING FIRE HYDRANT	EA	1	\$1,669.68	\$1,669.68	\$1,285.00	\$1,285.00	\$1,500.00	\$1,500.00
629.16	2" BLOW-OFF ASSEMBLY	EA	10	\$2,037.01	\$20,370.10	\$1,699.00	\$16,990.00	\$1,500.00	\$15,000.00
630.01	BLUE REFLECTIVE RAISED FIRE HYDRANT ID	EA	9	\$667.87	\$6,010.83	\$945.00	\$8,505.00	\$900.00	\$8,100.00
633.01	PAVEMENT MARKERS	EA	8	\$93.48	\$747.84	\$20.00	\$160.00	\$45.00	\$360.00
637.01	DUST CONTROL	LS	1	\$16,696.82	\$16,696.82	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	\$1,560.68	\$1,560.68	\$290.00	\$290.00	\$2,000.00	\$2,000.00
670.01	(1) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	875	\$18.48	\$16,061.00	\$44.40	\$38,850.00	\$45.00	\$39,375.00
670.02	(2) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	6,040	\$21.71	\$131,128.40	\$51.80	\$312,872.00	\$52.00	\$314,080.00
670.03	(3) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	790	\$23.93	\$18,904.70	\$71.85	\$56,761.50	\$71.00	\$56,050.00
670.04	(4) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	1,900	\$28.05	\$53,295.00	\$82.45	\$156,655.00	\$81.00	\$153,900.00
670.05	(6) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	875	\$27.27	\$23,861.25	\$90.35	\$78,931.25	\$98.00	\$85,750.00
670.06	(1) 4" PVC CONDUITS (CONCRETE ENCASED)	LF	1,600	\$19.46	\$31,136.00	\$44.40	\$71,040.00	\$46.00	\$73,600.00
670.07	(2) 6" PVC CONDUITS (NOT CONCRETE ENCASED)	LF	100	\$17.25	\$1,725.00	\$45.45	\$4,545.00	\$50.00	\$5,000.00



BID ABSTRACT
08.1730.32-TF
Symphony Park Park 2a

ITEM NO.	DESCRIPTION	U.O.M.	QTY	Tub Contractors, Inc.		Addison, Inc.		Capriati Construction Corp. Inc.		Wells Cargo, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	18	\$500.00	\$9,000.00			\$500.00	\$9,000.00		
109.02	OWNER CAUSED DELAY ALLOWANCE	DAY	18	\$500.00	\$9,000.00			\$500.00	\$9,000.00		
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	\$114,000.00	\$114,000.00	\$1,000	\$1,000	\$114,000.00	\$114,000.00	\$500.00	\$500.00
202.01	REMOVE CURB AND GUTTER	LF	195	\$6.00	\$1,170.00	\$195.00	\$195.00	\$6.00	\$1,170.00	\$114.000.00	\$114,000.00
203.01	ROADWAY EXCAVATION	CY	1,500	\$25.00	\$37,500.00	\$1,500.00	\$1,500.00	\$25.00	\$37,500.00	\$7.75	\$1,912.25
203.02	BORROW	CY	1,250	\$35.00	\$43,750.00	\$1,250.00	\$1,250.00	\$35.00	\$43,750.00	\$12.00	\$15,000.00
203.03	DUST PALLIATIVE	AC	12	\$592.00	\$7,104.00	\$12.00	\$12.00	\$592.00	\$7,104.00	\$31.50	\$378.00
270.01	DEWATERING	STA	5	\$2,450.00	\$12,250.00	\$5.00	\$5.00	\$2,450.00	\$12,250.00	\$8.75	\$43.75
302.01	TYPE I AGGREGATE BASE	CY	6,360	\$19.00	\$120,840.00	\$3,600.00	\$3,600.00	\$19.00	\$120,840.00	\$4.000.00	\$25,600.00
402.01	18" PLANT MIX BITUMINOUS SURFACE	SY	8,660	\$19.00	\$164,540.00	\$8,660.00	\$8,660.00	\$19.00	\$164,540.00	\$25.70	\$220,782.00
402.02	15 1/2" PLANT MIX BITUMINOUS SURFACE	SY	200	\$48.00	\$9,600.00	\$200.00	\$200.00	\$48.00	\$9,600.00	\$17.50	\$3,500.00
603.01	18" REINFORCED CONCRETE PIPE (CLASS III)	LF	180	\$93.00	\$16,740.00	\$180.00	\$180.00	\$93.00	\$16,740.00	\$27.00	\$4,860.00
603.02	24" REINFORCED CONCRETE PIPE (CLASS III)	LF	340	\$85.00	\$28,900.00	\$340.00	\$340.00	\$85.00	\$28,900.00	\$94.00	\$31,960.00
603.03	30" REINFORCED CONCRETE PIPE (CLASS III)	LF	145	\$130.00	\$18,850.00	\$145.00	\$145.00	\$130.00	\$18,850.00	\$104.00	\$15,080.00
603.04	36" REINFORCED CONCRETE PIPE (CLASS III)	LF	65	\$164.00	\$10,660.00	\$65.00	\$65.00	\$164.00	\$10,660.00	\$135.00	\$8,775.00
605.01	CULVERT	LF	175	\$137.00	\$23,975.00	\$175.00	\$175.00	\$137.00	\$23,975.00	\$183.00	\$31,925.00
605.02	CULVERT	LF	60	\$185.00	\$11,100.00	\$60.00	\$60.00	\$185.00	\$11,100.00	\$103.00	\$6,180.00
605.03	CULVERT	LF	275	\$189.00	\$51,975.00	\$275.00	\$275.00	\$189.00	\$51,975.00	\$132.00	\$36,300.00
605.04	CULVERT	LF	280	\$227.00	\$63,560.00	\$280.00	\$280.00	\$227.00	\$63,560.00	\$179.50	\$49,862.50
609.01	TYPE I STORM DRAIN MANHOLE	EA	3	\$4,351.00	\$13,053.00	\$3.00	\$3.00	\$4,351.00	\$13,053.00	\$248.00	\$744.00
609.02	TYPE I STORM DRAIN MANHOLE	EA	3	\$4,351.00	\$13,053.00	\$3.00	\$3.00	\$4,351.00	\$13,053.00	\$248.00	\$744.00
609.03	TYPE I STORM DRAIN MANHOLE	EA	5	\$6,073.00	\$30,365.00	\$5.00	\$5.00	\$6,073.00	\$30,365.00	\$4,900.00	\$24,500.00
609.04	TYPE I STORM DRAIN MANHOLE	EA	1	\$6,093.00	\$6,093.00	\$1.00	\$1.00	\$6,093.00	\$6,093.00	\$3,000.00	\$3,000.00
609.05	TYPE I LONG TYPE DM DROP INLET	EA	6	\$4,620.00	\$27,720.00	\$6.00	\$6.00	\$4,620.00	\$27,720.00	\$7,900.00	\$47,400.00
609.06	TYPE I LONG TYPE DM DROP INLET	EA	5	\$7,387.00	\$36,935.00	\$5.00	\$5.00	\$7,387.00	\$36,935.00	\$11,800.00	\$59,000.00
609.07	TYPE 2-A DROP INLET PER NDOT STD	EA	2	\$3,248.00	\$6,496.00	\$2.00	\$2.00	\$3,248.00	\$6,496.00	\$3,700.00	\$7,400.00
609.08	ADJUST EXISTING COVERS	EA	2	\$1,821.00	\$3,642.00	\$2.00	\$2.00	\$1,821.00	\$3,642.00	\$914.00	\$1,828.00
610.01	ROCK SLOPE PROTECTION (RIP-RAP)	CY	5	\$139.00	\$695.00	\$5.00	\$5.00	\$139.00	\$695.00	\$174.00	\$870.00
613.01	TYPE 18" TYPE L" CURB AND GUTTER	LF	2,880	\$34.00	\$97,920.00	\$2,880.00	\$2,880.00	\$34.00	\$97,920.00	\$10.30	\$29,664.00
613.02	TYPE 18" TYPE L" CURB AND GUTTER	LF	150	\$34.00	\$5,100.00	\$150.00	\$150.00	\$34.00	\$5,100.00	\$19.00	\$2,850.00
621.01	PK NAILS	EA	13	\$39.00	\$507.00	\$13.00	\$13.00	\$39.00	\$507.00	\$69.50	\$903.50
621.02	TYPE 4A MONUMENTS	EA	24	\$39.00	\$936.00	\$24.00	\$24.00	\$39.00	\$936.00	\$70.50	\$1,692.00
622.01	CONSTRUCTION SURVEYING	LS	1	\$13,135.00	\$13,135.00	\$1.00	\$1.00	\$13,135.00	\$13,135.00	\$21,500.00	\$21,500.00
623.01	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & W. BRIDGER)	LS	1	\$76,508.00	\$76,508.00	\$1.00	\$1.00	\$76,508.00	\$76,508.00	\$91,000.00	\$91,000.00
623.02	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & PRIVATE EYE AVE.)	LS	1	\$111,577.00	\$111,577.00	\$1.00	\$1.00	\$111,577.00	\$111,577.00	\$132,800.00	\$132,800.00
623.03	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & PRIVATE DANCER AVE.)	LS	1	\$72,089.00	\$72,089.00	\$1.00	\$1.00	\$72,089.00	\$72,089.00	\$85,800.00	\$85,800.00
623.04	PARKWAY & GRAND CENTRAL PARKWAY	LS	1	\$26,555.00	\$26,555.00	\$1.00	\$1.00	\$26,555.00	\$26,555.00	\$31,600.00	\$31,600.00
623.05	NO. 3 1/2 PULL BOX	EA	19	\$232.00	\$4,408.00	\$19.00	\$19.00	\$232.00	\$4,408.00	\$339.00	\$6,441.00
623.06	NO. 5 PULL BOX	EA	5	\$278.00	\$1,390.00	\$5.00	\$5.00	\$278.00	\$1,390.00	\$400.00	\$2,000.00
623.07	P30 PULL BOX (INTERCONNECT)	EA	1	\$502.00	\$502.00	\$1.00	\$1.00	\$502.00	\$502.00	\$733.00	\$733.00
623.08	FOUNDATION AND CONNECTION	EA	4	\$3,114.00	\$12,456.00	\$4.00	\$4.00	\$3,114.00	\$12,456.00	\$4,547.00	\$18,188.00
623.09	TYPE 1-200 PULL BOX (INTERCONNECT)	EA	6	\$3,632.00	\$21,792.00	\$6.00	\$6.00	\$3,632.00	\$21,792.00	\$5,300.00	\$31,800.00

ITEM NO.	DESCRIPTION	U.O.M.	Tab Contractors, Inc.			Addison, Inc.			Capriati Construction Corp.			Wells Cargo, Inc.		
			UNIT PRICE	EXTENDED PRICE	QTY	UNIT PRICE	EXTENDED PRICE	QTY	UNIT PRICE	EXTENDED PRICE	QTY	UNIT PRICE	EXTENDED PRICE	QTY
623.1	2" SCHEDULE 40 PVC CONDUIT W/1-#8 BARE	LF	\$8.00	\$22,400.00	2,800		\$2,600.00		\$10.50	\$28,400.00		\$11.30	\$31,640.00	
623.11	THW TRACER WIRE AND PULL ROPE	LF	\$9.00	\$450.00	50		\$50.00		\$11.80	\$590.00		\$12.50	\$625.00	
623.12	4" SCHEDULE 40 PVC CONDUIT W/2-#6 PAIR	LF	\$10.00	\$14,000.00	1,400		\$1,400.00		\$13.70	\$19,180.00		\$14.70	\$20,580.00	
623.13	PULL ROPE	LF	\$12.00	\$600.00	50		\$50.00		\$16.00	\$800.00		\$17.00	\$850.00	
623.14	CONDUIT	LF	\$2.00	\$260.00	130		\$130.00		\$2.80	\$364.00		\$3.00	\$390.00	
623.15	2" SCHEDULE 40 PVC CONDUIT W/1-#8	LF	\$15.00	\$1,500.00	100		\$1,500.00		\$20.00	\$2,000.00		\$21.50	\$2,150.00	
624.01	TRAFIC CONTROL AND MAINTENANCE	LS	\$39,120.00	\$39,120.00	1		\$1.00		\$6,280.00	\$6,280.00		\$1,200.00	\$1,200.00	
625.01	ARROW DISPLAY	DAY	\$22.00	\$2,200.00	100		\$23.50		\$2,350.00	\$2,350.00		\$23.50	\$2,350.00	
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	\$189.00	\$567.00	3		\$3.00		\$257.00	\$771.00		\$276.50	\$829.50	
628.01	ONLY SYMBOL (WHITE POLYUREA PAINT)	EA	\$77.00	\$154.00	2		\$2.00		\$105.00	\$210.00		\$113.00	\$226.00	
628.02	ARROW SYMBOL (WHITE POLYUREA PAINT)	EA	\$77.00	\$154.00	2		\$5.00		\$105.00	\$210.00		\$113.00	\$226.00	
628.03	MEDIAN NOSE (YELLOW POLYUREA PAINT)	EA	\$77.00	\$154.00	2		\$2.00		\$105.00	\$210.00		\$113.00	\$226.00	
628.04	4" TYPE 1 CENTERLINE (YELLOW POLYUREA PAINT)	LF	\$3.00	\$1,890.00	630		\$630.00		\$3.40	\$2,142.00		\$3.50	\$2,205.00	
628.05	4" TYPE 4 LANE LINE (WHITE POLYUREA PAINT)	LF	\$1.00	\$330.00	330		\$330.00		\$1.70	\$561.00		\$1.80	\$594.00	
628.06	4" STORAGE LINE (WHITE POLYUREA PAINT)	LF	\$1.00	\$490.00	490		\$490.00		\$1.70	\$833.00		\$1.80	\$882.00	
628.07	24" WIDE STOP BAR (WHITE POLYUREA PAINT)	LF	\$7.00	\$3,150.00	45		\$45.00		\$10.00	\$450.00		\$10.00	\$450.00	
628.08	24" WIDE DIAGONAL STRIPE (YELLOW POLYUREA PAINT)	LF	\$7.00	\$1,120.00	160		\$160.00		\$10.00	\$1,600.00		\$10.00	\$1,600.00	
628.09	24" WIDE DIAGONAL STRIPE (WHITE POLYUREA PAINT)	LF	\$7.00	\$1,120.00	160		\$160.00		\$10.00	\$1,600.00		\$10.00	\$1,600.00	
629.01	10" WATERLINE (DUCTILE IRON PIPE)	LF	\$111.00	\$1,110.00	10		\$280.00		\$83.00	\$830.00		\$83.50	\$835.00	
629.02	12" WATERLINE (DUCTILE IRON PIPE)	LF	\$130.00	\$980.00	695		\$685.00		\$124.00	\$861.60		\$109.50	\$761.05	
629.03	16" WATERLINE (DUCTILE IRON PIPE)	LF	\$155.00	\$1,317.50	850		\$850.00		\$159.00	\$1,351.50		\$152.00	\$1,292.00	
629.04	FIRE HYDRANT ASSEMBLY	EA	\$67.74	\$67.74	1		\$8.00		\$6,100.00	\$6,100.00		\$6,880.00	\$6,880.00	
629.05	10" GATE VALVE	EA	\$2,445.00	\$2,445.00	1		\$9.00		\$2,500.00	\$2,500.00		\$2,530.00	\$2,530.00	
629.06	12" GATE VALVE	EA	\$2,695.00	\$2,695.00	1		\$5.00		\$2,800.00	\$2,800.00		\$2,866.00	\$2,866.00	
629.07	16" GATE VALVE	EA	\$3,996.00	\$3,996.00	1		\$2.00		\$6,000.00	\$6,000.00		\$5,980.00	\$5,980.00	
629.08	16" X12" REDUCER (DUCTILE IRON PIPE)	EA	\$846.00	\$846.00	1		\$1.00		\$1,270.00	\$1,270.00		\$1,100.00	\$1,100.00	
629.09	12" ELBOW (DUCTILE IRON PIPE)	EA	\$704.00	\$704.00	1		\$2.00		\$900.00	\$900.00		\$930.00	\$930.00	
629.10	16" ELBOW (DUCTILE IRON PIPE)	EA	\$1,036.00	\$1,036.00	1		\$12.00		\$1,500.00	\$1,500.00		\$1,590.00	\$1,590.00	
629.11	12" X10" TEE (DUCTILE IRON PIPE)	EA	\$364.00	\$364.00	1		\$4.00		\$1,050.00	\$1,050.00		\$785.00	\$785.00	
629.12	12" X12" TEE (DUCTILE IRON PIPE)	EA	\$971.00	\$971.00	1		\$1.00		\$1,800.00	\$1,800.00		\$1,100.00	\$1,100.00	
629.13	16" X10" TEE (DUCTILE IRON PIPE)	EA	\$5,195.00	\$5,195.00	1		\$5.00		\$1,900.00	\$1,900.00		\$1,500.00	\$1,500.00	
629.14	ADJUST EXISTING FIRE HYDRANT	EA	\$5,028.00	\$5,028.00	1		\$1.00		\$1,600.00	\$1,600.00		\$2,100.00	\$2,100.00	
629.15	2" BLOW-OFF ASSEMBLY	EA	\$4,501.00	\$4,501.00	1		\$10.00		\$1,700.00	\$1,700.00		\$1,800.00	\$1,800.00	
630.01	ADJUST SANITARY MANHOLE COVERS	EA	\$1,339.00	\$1,339.00	1		\$9.00		\$720.00	\$720.00		\$900.00	\$900.00	
630.02	BLUE REFLECTIVE RAISED FIRE HYDRANT ID	EA	\$15.30	\$15.30	1		\$1.00		\$20.00	\$20.00		\$21.00	\$21.00	
630.03	PAVEMENT MARKERS	EA	\$72,395.00	\$72,395.00	1		\$1.00		\$85,329.00	\$85,329.00		\$16,000.00	\$16,000.00	
637.01	DUST CONTROL	LS	\$9,800.00	\$9,800.00	1		\$1.00		\$9,200.00	\$9,200.00		\$3,700.00	\$3,700.00	
637.02	NPDES DISCHARGE PERMIT	LS	\$28,000.00	\$28,000.00	1		\$25.00		\$38,500.00	\$38,500.00		\$47.50	\$47.50	
670.01	1" 6" PVC CONDUITS (CONCRETE ENCASED)	LF	\$4.00	\$4,000.00	1,000		\$5,000.00		\$44.00	\$44,000.00		\$55.00	\$55,000.00	
670.02	2" 6" PVC CONDUITS (CONCRETE ENCASED)	LF	\$7.00	\$7,000.00	1,000		\$790.00		\$70.00	\$7,000.00		\$88.00	\$8,800.00	
670.03	3" 6" PVC CONDUITS (CONCRETE ENCASED)	LF	\$85.00	\$85,000.00	1,000		\$1,900.00		\$82.00	\$82,000.00		\$106.00	\$106,000.00	
670.04	4" 6" PVC CONDUITS (CONCRETE ENCASED)	LF	\$74.00	\$74,000.00	1,000		\$875.00		\$100.00	\$87,500.00		\$106.00	\$106,000.00	
670.05	6" 6" PVC CONDUITS (CONCRETE ENCASED)	LF	\$90.00	\$90,000.00	1,000		\$1,630.00		\$44.00	\$44,000.00		\$47.40	\$47,400.00	
670.06	8" 6" PVC CONDUITS (CONCRETE ENCASED)	LF	\$53.00	\$53,000.00	1,000		\$1,900.00		\$45.00	\$45,000.00		\$48.90	\$48,900.00	
670.07	ENCASED	LF	\$33.00	\$33,000.00	1,000		\$1,900.00		\$45.00	\$45,000.00		\$48.90	\$48,900.00	

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: OPERATIONS AND MAINTENANCE

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Right-of-Way Grant application with the Bureau of Land Management for sewer purposes along Washburn Road and Eula Street related to the Clark County Bus Yard Project - APN's 125-31-301-016 and 125-31-201-010 - County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:

The Clark County School District has plans to build a school bus yard along Washburn Road. This grant will provide a city sewer path to the site as Clark County does not offer sewer services in this area. Legal Description: Being a portion of Government Lots 9, 12 and 14 of Section 31, Township 19 South, Range 60 East, Mount Diablo Meridian, Clark County, Nevada

RECOMMENDATION:

Staff recommends approval

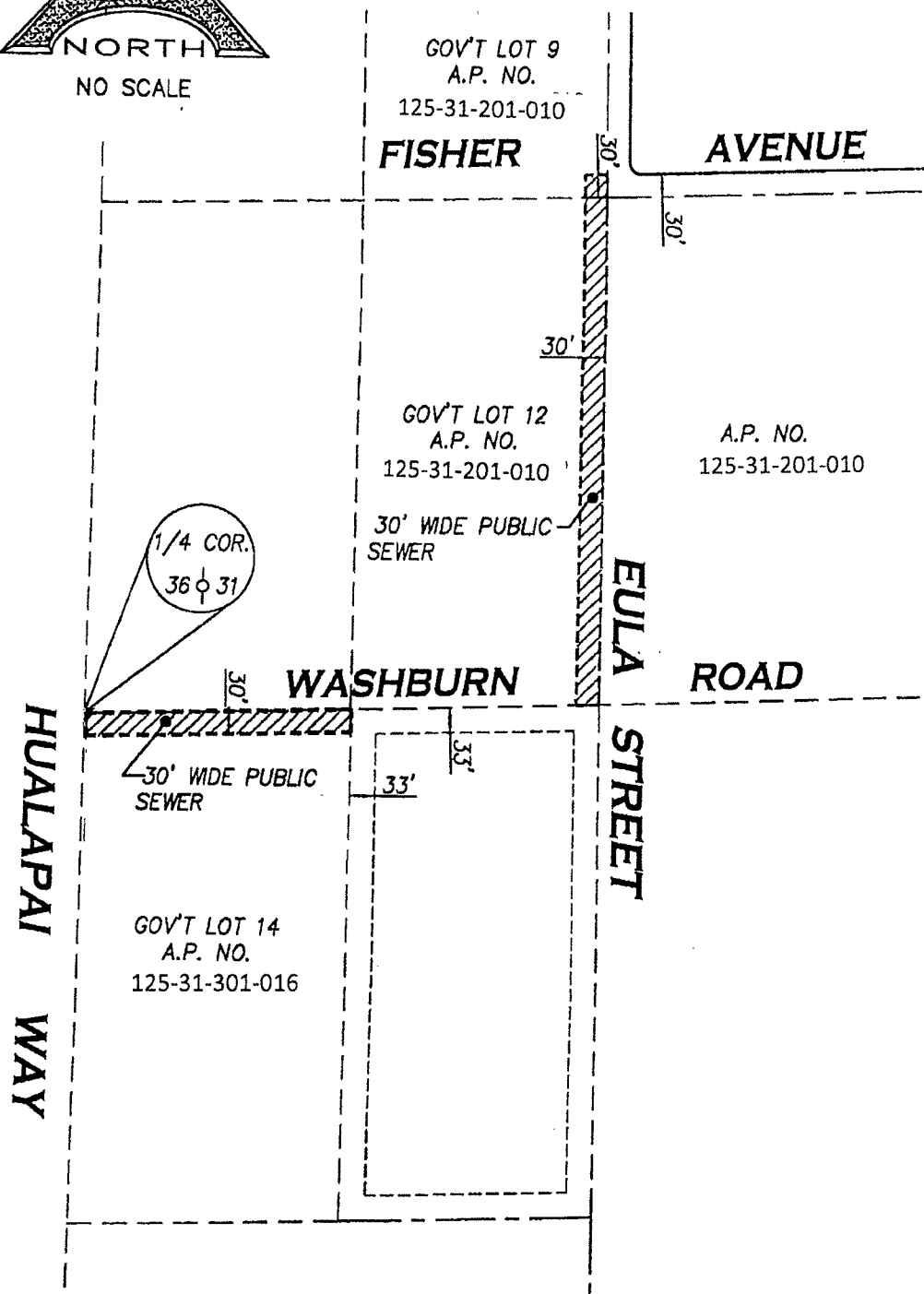
BACKUP DOCUMENTATION:

Site Map

EXHIBIT "A"



NO SCALE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: OPERATIONS AND MAINTENANCE

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Declaration of Utilization for sewer services from the Bureau of Land Management Patent, along Washburn Road, west of Eula Street, relating to the Clark County School District Bus Yard Project – APN 125-31-301-002 - County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:

The Clark County School District has plans to build a school bus yard along Washburn Road. This Declaration of Utilization will complete the city sewer connection as Clark County does not offer sewer service in this area. Legal Description: Being a portion of Government Lot 13 of Section 31, Township 19 South, Range 60 East, Mount Diablo Meridian, Clark County, Nevada

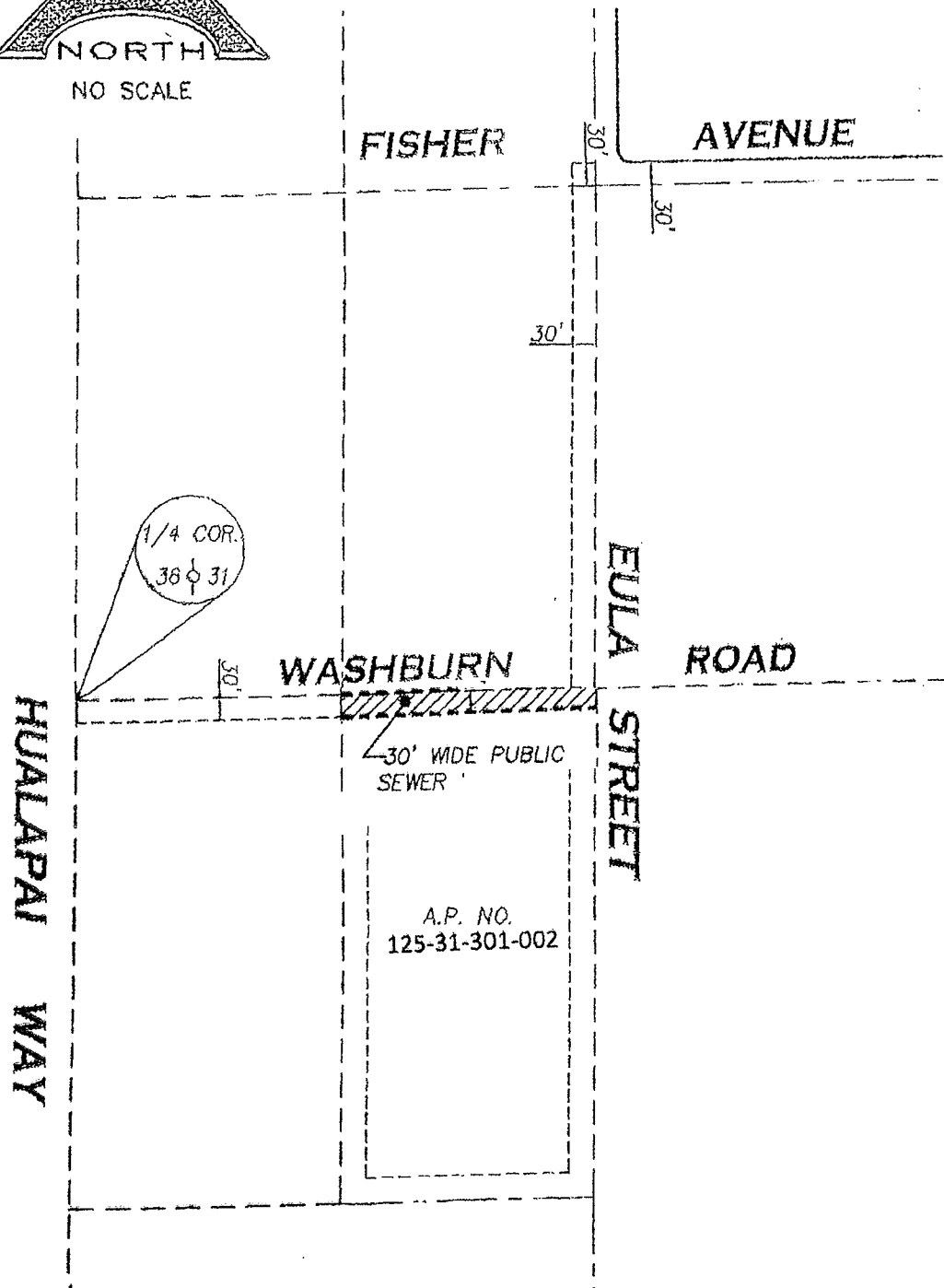
RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site Map

EXHIBIT "A"



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve the Funding Agreement for the 2011 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of \$44,000 for the Phase II Historic Resource Survey and Inventory of the Beverly Green neighborhood bounded by East St. Louis Avenue, East Sahara Avenue, Las Vegas Boulevard South and South Santa Rosa Drive and for online database documentation related to the rehabilitation of the Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue, listed by the National Park Service as the U.S. Post Office and Courthouse – Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of annual renewal grant funding for various historic preservation projects to include historic resource survey and inventory of historic neighborhoods and photo and video documentation of the rehabilitation and construction progress at the U.S. Post Office and Courthouse.

RECOMMENDATION:

APPROVAL

BACKUP DOCUMENTATION:

1. SHPO Award Letter, dated 8/15/11
2. HPF Funding Agreement and Attachments A-1, A-2, C, D, F, G
3. 2011 HPF Subgrantee Application, dated 8/29/11
4. City of Las Vegas Grant Proposal Application Review Form

LEO M. DROZDOFF, P.E.
Director
Department of Conservation and
Natural Resources

RONALD M. JAMES
State Historic Preservation Officer

BRIAN SANDOVAL
Governor

STATE OF NEVADA



Address Reply to:
901 S. Stewart Street, Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448
Fax: (775) 684-3442
www.nvshpo.org

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE

August 15, 2011

Courtney Mooney
Urban Design Coordinator
Planning & Development
City of Las Vegas
731 S Fourth St.
Las Vegas, NV 89101

Re: 2011 Historic Preservation Fund (HPF) Grant Award, Kick-off Meeting and Request for Information

Courtney
Dear Ms. Mooney:

The State Historic Preservation Office finished its HPF grant selection for the 2011 calendar year and is pleased to announce that your organization has been awarded **\$44,000.00** for the following project: **City of Las Vegas 2011 Historic Preservation Fund Grant**. Enclosed is the official list of awarded projects for the 2011 grant cycle.

As administrator of this program, the State Historic Preservation Office would like to take this opportunity to point out several items of importance.

1. The HPF award is from the National Park Service (NPS) and requires a minimum 40% contribution from the grantee. Note: This represents 40% of the entire project not of the federal grant funds;
2. Each grant has been assigned an HPF project tracking number and SHPO grant reviewer (see below):
 - **Your HPF Project Tracking Number is: 32-11-31935 (3)**
Since we are dealing with multiple HPF grant years, it is very important to include your project number with all of your correspondence - emails, faxes, letters, memos, progress reports, and reimbursement requests.
 - **Your SHPO Grant Reviewer is: Elyse Jolly**

This individual is your primary contact regarding this grant and *all* project communication should be directed to him/her.

3. Project work as well as project costs should not be incurred or obligated until all participants have signed the funding agreement;
4. Your HPF award of \$44,000.00 will be available as soon as the following items have been completed:

a. Submission of a Revised Scope of Work *(if your grant award is less than originally requested)*

This should include the items your organization is planning on accomplishing with your HPF award. Please be as detailed as possible and include it in a list format.

b. Submission of a Revised Itemized Budget *(if your grant award is less than originally requested)*

This should reflect your HPF award and should be as detailed as possible. If the HPF award is part of a larger budget (e.g., if you are combining several funding sources), please make sure to identify the items that will be paid for by the HPF funds. The remainder will be considered match.

If your grant award equals the amount requested in your application, please let your grant reviewer that the scope of work and budget has not changed.

c. A Legal Property Description *(only if working on a historic property)*

This is the legal description of the historic property where the work will be done and may be obtained from your local recorder's office.

d. Main Project Contact Person

If changes have been made since the application was submitted to our office, please let your grant reviewer know as soon as possible.

Courtney Mooney
August 15, 2011
Page 3

Please mail items (b) through (d) to: Elyse Jolly
HPF Grant Program Manager
901 S. Stewart St., Ste 5004
Carson City, NV 89701

If you have any questions, please do not hesitate to contact your grant reviewer at the number and email listed below:

Ronald M. James, State Historic Pres. Officer	775-684-3440	rjames@shpo.nv.gov
Martin Williams, Fiscal Officer	775-684-3446	mwilliams@shpo.nv.gov
Elyse Jolly, HPF Grant Program Manager	775-684-3450	ejolly@shpo.nv.gov

Sincerely,



Ronald M. James
State Historic Preservation Officer

LEO M. DROZDOFF, P.E.
Director
Department of Conservation and
Natural Resources

RONALD M. JAMES
State Historic Preservation Officer

BRIAN SANDOVAL
Governor
STATE OF NEVADA



Address Reply to:
901 S. Stewart Street, Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448
Fax: (775) 684-3442

www.nvshpo.org

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE

August 30, 2011

Courtney Mooney
Urban Design Coordinator
Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Re: 2011 Historic Preservation Fund (HPF) Funding Agreement - Grant #32-11-31935 (3)

Dear Ms. *Courtney* Mooney:

Enclosed is the funding agreement between the State Historic Preservation Office (SHPO) and your organization for the above grant. Following is a breakdown of each document.

- **Funding Agreement (FA)**
This is a legally binding document that outlines your organization's legal obligations regarding the grant. Among the items included are the grant amount, grant termination date, quarterly reporting dates, financial and reimbursement procedures and media responsibilities.
- **HPF FA-Attachment A-1 (Scope of Work)**
This describes your organization's project and is broken into three parts. Part 1 is a single sentence project description. Part 2 lists the proposed work in an outline format. Part 3 lists SHPO project stipulations. Among them is The Secretary of the Interior's Standards for Archeology and Historic Preservation.
- **HPF FA-Attachment A-2 (Budget)**
This page contains your organization's itemized budget in a spreadsheet format.
- **HPF FA-Attachment B (Covenants) (Applicable to construction projects only)**
This describes the Applicants responsibilities toward the continued maintenance and repair of the property for a length of time equivalent to the amount of funding that has been awarded and accepted.
- **HPF FA-Attachment C (Civil Rights)**
This page asks your organization to certify that "as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination."



- **HPF FA-Attachment D (Procurement)**

This page asks your organization to certify that it is aware of federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items.

- **HPF FA-Attachment E (Anti-Kickback) (Applicable to construction projects only)**

This page asks your organization to conform with provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874). The act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in any aspect of the project to give up any part of the compensation to which he is otherwise entitled."

- **HPF FA-Attachment F (Lobbying)**

This page asks your organization to conform with provisions of 18 U.S.C. 1913 which states that "No part of the money appropriated...will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress..."

- **HPF FA-Attachment G (Conflict)**

This page asks your organization to agree and to incorporate specific language regarding "Conflict of Interest" in any contracts supported by this grant.

Upon receipt of the above FA packet, please do the following:

- **Read the Funding Agreement, and all Attachments**

Please make sure it accurately reflects your project. If you have any questions, comments, or corrections, contact the SHPO as soon as possible. If your organization agrees with the terms of the funding agreement and attachments, please fill out and have the appropriate authorized entity sign each of the forms in the designated areas.

- **Please retain a copy of the funding agreement and attachments for your organization's records. The cover letter is yours to keep for your project file.**

- **Mail the signed funding agreement and attachments to:**

Elyse Jolly
HPF Grant Program
State Historic Preservation Office
901 S. Stewart St. Suite 5004
Carson City, NV 89706

When the required State officials have signed, our office will send you a copy of the completely signed-off funding agreement for your files.

Courtney Mooney
August 30, 2011
Page 3

A copy of the 2010 Project Director and Financial Manager's General Administrative Guidelines will be mailed under separate cover. Please refer to this manual for the duration of your 2010 grant.

As always, our office looks forward to working with you on this project. If you have any questions, please contact me at 775-684-3440 or your project manager at 775-684-3450.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron", written over the word "Sincerely,".

Ronald M. James
State Historic Preservation Officer

Enc.

HISTORIC PRESERVATION FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its State Historic Preservation Office, hereinafter referred to as "STATE," and (the) **CITY OF LAS VEGAS PLANNING AND DEVELOPMENT**, hereinafter referred to as "SUBGRANTEE." This Agreement is entered into pursuant to the authority contained in NRS 383.081 and provisions of the National Historic Preservation Act of 1966 (P.L. 89-665), as amended.

/X/ ATTACHMENT A - Scope of Work/Budget

// ATTACHMENT B - Covenant or Letter of Agreement

/X/ ATTACHMENT C - Civil Rights Assurance

/X/ ATTACHMENT D - Assurance of Compliance with Procurement Procedures

// ATTACHMENT E - Assurance of Compliance with Anti-Kickback Act of 1964

/X/ ATTACHMENT F - Lobbying with Appropriated Funds

/X/ ATTACHMENT G - Conflict of Interest

WHEREAS, the STATE will administer a United States Department of the Interior historic preservation matching grant-in-aid awarded to the SUBGRANTEE in an amount not to exceed \$44,000.00 to assist in **MULTIPLE HISTORIC PRESERVATION PROJECTS IN LAS VEGAS**. The minimum non-federal share required for this grant is \$29,333.00.

NOW, THEREFORE, the SUBGRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws, including OMB Circular A-102 (Uniform Administrative Requirements for Grants to State and Local Governments) and A-133 (Audits of State, Local Governments, and Non-Profit Organizations). State, Local and Indian Tribal Governments shall also comply with 2 CFR 225 (Cost Principles for State, Local, and Indian Tribal Governments). Non Profit organizations shall comply with 2

1 CFR 230 (Cost Principles for Nonprofit Organizations). Educational Institutions shall
2 comply with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees
3 must also comply with the Historic Preservation Fund Grants Manual, the National
4 Register Programs Manual, The Secretary of Interior's Standards and Guidelines for
5 Archaeology and Historic Preservation. Additionally, subgrantees are directed to
6 comply with all directives issued by the STATE and the Department of the Interior.
7 The Guidelines, application and reporting forms for the State Historic Preservation
8 Office are hereby incorporated by reference as part of this binding agreement.

- 9 2. At all times during regular business hours or at an agreed to time and as often as the
10 STATE requires, permit authorized representatives of the state and federal government
11 full and free access to the project and to the accounts, records, and books of the
12 SUBGRANTEE relative hereto, including the right to make transcripts from such
13 accounts, records, and books. Such accounts, records, and books must be retained for
14 three (3) years after the completion of the project.
- 15 3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the
16 State of Nevada, its agents and employees harmless from any loss, damage, liability,
17 cost or expense to the person or property of another which was caused by the negligence
18 of the SUBGRANTEE, its officers, employees and agents under this agreement.
- 19 4. Not use federal money to match grant money offered through this Agreement, unless
20 specifically allowed to do so under special federal enabling legislation.
- 21 5. Provide the STATE with progress reports in a format prescribed by the STATE during
22 the term of the grant. Due dates are **JANUARY 15, 2012; AND APRIL 15, 2012.**
23 The second progress report, due **APRIL 15, 2012**, shall include one draft example
24 Historic Resources Inventory Form (HRIF) with all appropriate continuation sheets as

1 required by the STATE architectural guidelines in effect at the commencement date of
2 this Agreement.

3 6. Submit reports, including expenditure (financial) and progress (programmatic)
4 quarterly. A final completion report shall be submitted by the SUBGRANTEE in a
5 format prescribed by the STATE within ten (10) days of the completion of the project
6 named herein. Reimbursement requests shall not be processed until such reports are
7 received.

8 7. Maintain:

9 a) An accurate record of all cash and in-kind expenditures related to the project.

10 Records must be supported by source documentation. All volunteer services
11 claimed as nonfederal share must be documented through time cards or records
12 signed by both the volunteer and project supervisor.

13 b) A special account for the project so that an exact itemization of project
14 expenditures can be submitted by check number along with copies of canceled
15 checks, itemized invoices, and properly documented time sheets.

16 c) A comparison of actual expenditures with budgeted amounts for the
17 Agreement.

18 8. Notify the STATE immediately in writing of problems or changes in scope of work,
19 budget, product, and performance reporting. No changes can be made without prior
20 written approval from the STATE.

21 9. Following the notification of the grant award and before work begins, the
22 SUBGRANTEE will attend a project meeting with the STATE grants manager. It is the
23 responsibility of the SUBGRANTEE to coordinate the meeting date and time with the
24 grants manager.

1 FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with
2 the following general terms:

3 1. Payment of the grant shall be made upon compliance with the terms of the Agreement,
4 including but not limited to:

5 a) An inspection by the STATE to ensure that work has been completed
6 satisfactorily in accordance with the terms of this Agreement.

7 b) Submission of satisfactory progress reports as referred to above.

8 c) Submission of a Financial Report that must be executed by the person in charge
9 of the project. Copies of all original bills from contractors, suppliers, and
10 vendors, and proof of payment of those bills to assure evidence of compliance
11 prior to reimbursement shall accompany the request. Said reimbursement shall
12 not exceed 60 percent (60%) of the request for reimbursement costs, or the full
13 value of the grant, whichever is less.

14 d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal
15 portion until the STATE receives the final completion report and has accepted
16 its content.

17 e) Progress payments may be made at the discretion of the STATE upon
18 completion of distinct phases of work provided that the above-mentioned
19 conditions have been met for each phase of work.

20 f) Any progress payment made by the STATE shall not constitute nor be
21 construed as a waiver by the STATE of any breach of covenant or any default
22 which may exist on the part of the SUBGRANTEE, nor shall any such breach
23 or default impair or prejudice any right or remedy available to the STATE.

24 2. Both parties understand that a funding-out provision is required by NRS 244.320 and

1 NRS 354.626. Continuation of this grant is subject to and contingent upon sufficient
2 funds being appropriated, budgeted, and otherwise made available by the State
3 Legislature and/or federal sources. Reservation of funds based upon budget reductions
4 is included herein. The granting authority may reduce or terminate this grant, and
5 SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon
6 receipt of written notice (or any date specified therein) if, for any reason, the granting
7 agency's funding from State and/or federal sources is not appropriated or is withdrawn,
8 limited, or impaired.

9 3. The STATE may terminate this Agreement for reason of default by the
10 SUBGRANTEE. Any of the following events shall constitute default:

- 11 a) Termination by the grant by reason of fault of the SUBGRANTEE;
- 12 b) Failure by the SUBGRANTEE to observe any of the covenants, conditions,
13 warranties of this Agreement and its incorporated provision;
- 14 c) Failure by the SUBGRANTEE to make progress on the grant;
- 15 d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the
16 performance of the grant;
- 17 e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of
18 performance of the grant in ordinary course of business;
- 19 f) Appointment of a trustee, receiver, or liquidator for all or a substantial part
20 of the SUBGRANTEE's property, or institution of bankruptcy,
21 reorganization arrangement, or liquidation proceedings by or against the
22 SUBGRANTEE; and/or Commission of an act of bankruptcy.

23 4. In the event SUBGRANTEE fails to appropriate or budget funds for the purposes as
24 specified in this agreement, STATE consents to termination of this agreement. In such

1 event, SUBGRANTEE shall notify STATE in writing and the agreement will terminate
2 on the date specified in the notice. Upon occurrence of any of the above conditions, the
3 STATE may, upon written notice to the SUBGRANTEE, withhold further
4 reimbursements for a period of thirty (30) days. After such written notice to the
5 SUBGRANTEE, the STATE may take the following additional actions as appropriate:

- 6 a) Terminate all or any part of the balance of the grant.
- 7 b) Demand immediate repayment of all or part of any reimbursements made to the
8 SUBGRANTEE.

9 5. If the SUBGRANTEE fails to comply with the Secretary of the Interior's Standards and
10 Guidelines for Archaeology and Historic Preservation or any of the terms of this
11 Agreement; the STATE shall have the right to file suit, in law or equity. The purpose of
12 the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the
13 return of funds granted to the SUBGRANTEE by the STATE. Such suit may be
14 brought in the District Court of the county in which the property is located.

15 6. The commencement date for all work to be performed under this Agreement is
16 **OCTOBER 1, 2011**. The termination or end date is **JUNE 30, 2012**. No work
17 performed at any time other than described in this paragraph shall be considered as an
18 eligible activity for reimbursement purposes. Financial Reports requesting
19 reimbursement for activity from **OCTOBER 1, 2011 TO JUNE 30, 2012** must be
20 submitted by **AUGUST 15, 2012**

21 7. and will not be allowable for reimbursement or as match after that date. Requests that
22 have not been received at the office of the STATE by this date shall not be paid
23 pursuant to this funding agreement.

24 8. This funding agreement shall be construed and interpreted according to the laws of the

1 State of Nevada.

2 9. Audits may be required by the STATE. Such audits shall be at the expense of the
3 SUBGRANTEE.

4 10. The STATE in accordance with the Office of Management and Budget (OMB) Circular
5 A-133, for the Single Audit Act, requires:

6 a) Non-Federal entities that expend \$500,000 or more in a year in Federal awards
7 to have a single or program-specific audit conducted for that year.

8 b) Non-Federal entities that expend \$500,000 or more in a year in Federal awards
9 shall have a single audit conducted except when they elect to have a program-
10 specific audit conducted in accordance with paragraph (c) of this section.

11 c) Program-specific audit election. When an auditee expends Federal awards
12 under only one Federal program (excluding R&D) and the Federal program's
13 laws, regulations, or grant agreements do not require a financial statement audit
14 of the auditee, the auditee may elect to have a program-specific audit.

15 d) Exemption when Federal awards expended are less than \$500,000. Non-
16 Federal entities that expend less than \$500,000 a year in Federal awards are
17 exempt from Federal audit requirements for that year, except as noted in
18 Circular A-133, but records must be available for review or audit by
19 appropriate officials of the Federal agency, pass-through entity, General
20 Accounting Office (GAO) and State.

21 11. In any news release or printed material describing or promoting the project or any
22 material produced as a result of the grant, appropriate credit shall be given to the
23 STATE and the Department of the Interior by the phrase: "This project has been
24 funded with assistance of the Nevada State Historic Preservation Office through a

1 Department of the Interior grant." Printed material, where space allows, should include
2 language outlined in paragraph 11.

- 3 12. An acknowledgment of National Park Service support must be made in connection with
4 publication or dissemination of any printed, audio-visual, or electronic material based
5 on, or developed under, a result of this Agreement shall include the following
6 statements:

7 The [insert activity] that is the subject of this [insert type of publication] has
8 been financed in whole or in part with federal funds from the National Park
9 Service, U.S. Department of Interior, and administered by the State Historic
10 Preservation Office. The contents and opinions, however, do not necessarily
11 reflect the views or policies of the United States Department of the Interior
12 or the State Historic Preservation Office. This program receives federal
13 financial assistance for identification and protection of historic properties.
14 Under Title VI of the Civil Rights Act of 1964, Section 504 of the
15 Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as
16 amended, the U.S. Department of the Interior prohibits discrimination on the
17 basis of race, color, national origin, disability or age in its federally assisted
18 programs. If you believe you have been discriminated against in any
19 program, activity, or facility as described above, or if you desire further
20 information, please write to: Office of Equal Opportunity, National Park
21 Service, 1849 C Street, NW, Washington, DC 20240.

- 22 13. A draft project report will be submitted for STATE review to the State Historic
23 Preservation Office no later than **MAY 31, 2012**. The product must comply with *The*
24 *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic*

1 *Preservation* and include a historic context appropriate for National Register
2 evaluations of all of the architectural resources present.
3 14. Final product reimbursement will not be made if the product does not meet The
4 Secretary of the Interior's Standards or terms of this Agreement.
5 15. The final product/report must be submitted to the STATE no later than **JULY 15, 2012**.
6 16. The SUBGRANTEE shall provide the STATE with an acceptable final report of the
7 project, including a comparison of completed activities and budget to those in the
8 approved Funding Agreement.

9 IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation Funding
10 Agreement to be signed and intend to be legally bound thereby.

11
12 **SUBGRANTEE-CITY OF LAS VEGAS PLANNING AND DEVELOPEMENT**

13 Signature: _____ Date: _____

14 Name (print): _____

15 Title (print): _____

[Handwritten Signature]
James B. Lewis
Deputy City Attorney
Date: 9/8/11
APPROVED AS TO FORM

17 **STATE-DEPT.OF CONSERVATION AND NATURAL RESOURCES-STATE HISTORIC**
18 **PRESERVATION OFFICE**

19 By: _____ Date: _____

20 Ronald M. James, State Historic Preservation Officer

21
22 **REVIEWED AS TO FORM ONLY:**

23 Catherine Cortez Masto, Attorney General

24 By: _____

1

Deputy Attorney General

Date

ATTACHMENT A-1

SCOPE OF WORK

Project Title: City of Las Vegas Planning and Development Division using National Park Service (NPS) funds (HPF #32-11-31935 (3)).

This project will support the completion of the following:

- Historic resource survey & inventory within the Beverly Green Neighborhood.
- Photo & video documentation of the U.S. Post Office & Courthouse Rehabilitation.
-
-
-

State Historic Preservation Office (SHPO) and NPS Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation unless otherwise approved by the SHPO.
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO *before* work begins.
3. If any changes are made to the project, the subgrantee must submit updated visual and/or written specifications for the proposed work before any work commences and for written approval from the SHPO.
4. The subgrantee will provide the SHPO with calendar quarterly updates on project progress;
5. The subgrantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the applicant/grantee will refund the amount to the SHPO.

**ATTACHMENT A-2
BUDGET**

Participant:	City of Las Vegas Depart of Planning	
Project Tittle:	Multiple Historic Preservation Projects in Las Vegas	
Termination Date:	06/30/12	
Project ID #	32-11-31935 (03)	
Itemized Budget	Federal Share Historic Preservation Consultant Online Storage	\$ 43,800.00 \$ 200.00
	Subtotal Federal Share:	\$ 44,000.00
	Non-Federal Share Urban Design Coordinator Sr Management Analyst Financial Analyst II Contracts Specialist	\$ 17,763.84 \$ 1,789.80 \$ 731.04 \$ 4,753.80
	Subtotal Non-Federal Share:	\$ 25,038.48
	Total Project Costs:	\$ 69,038.48

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the SUBGRANTEE.

Signature of Authorized Certifying Official

Title

Authorized Certifying Official (*print name*)

Date Submitted

CITY OF LAS VEGAS PLANNING & DEVELOPMENT

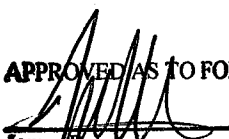
Applicant/Organization

731 S Fourth St., Las Vegas, NV 89101

Applicant/Organization Mailing Address

Nevada State Historic Preservation Office

Bureau or Office Extending Assistance

APPROVED AS TO FORM

James B. Lewis
Deputy City Attorney
9/8/11
Date

ATTACHMENT D

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to the following:

- a. Including qualified small and minority businesses and solicitation lists.
- b. Assuring that small and minority businesses are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy

American Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000.00 overall.

Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than \$25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.
2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than \$25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder whose proposal

will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:
 - a. The item is available only from a single source.
 - b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
 - c. The State authorizes noncompetitive negotiation.
4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
2. All negotiated contracts (except those awarded by small purchases procedures) awarded

by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after grantees make final Agreement.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

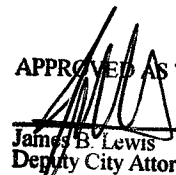
I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

Signature of Subgrantee

Date

Subgrantee Name (print)

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

9/8/11
Date

Title (print)

CITY OF LAS VEGAS PLANNING AND DEVELOPMENT
Organization

ATTACHMENT F

LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

“No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business.”

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as “lobbying,” are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

Signature of Subgrantee

Date (*print*)

Subgrantee (*print*)

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

9/8/11
Date

Title (*print*)

CITY OF LAS VEGAS PLANNING AND DEVELOPMENT

Organization

ATTACHMENT G

CONFLICT OF INTEREST

The subgrantee agrees to the following and will include the following language in any contracts supported by this grant.

Neither the subgrantee nor its subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the subgrantee shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

Signature of Subgrantee

Date (*print*)

Subgrantee (*print*)

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

9/8/11
Date

Title (*print*)

CITY OF LAS VEGAS PLANNING AND DEVELOPMENT
Organization

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2011 APPLICATION COVER

Page 1 of 2 (Note: This unaltered form must be submitted with the application.)

For SHPO use only

Received: _____

Postmarked: _____

Delivered By: _____

Initials: _____

Is Applicant: ☒ Representing owner(s)? ☒ a CLG? **Does Applicant have:** ☒ County/City Affiliation? ☐ Church affiliation?

Applicant Organization: City of Las Vegas EIN: 88-6000198

Mailing Address: 333 North Rancho Drive, 3rd Floor Dept/Agency: Department of Planning

City: Las Vegas County: Clark ZIP: 89106

Authorized Signatory: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Dept/Agency: Department of Planning Daytime Phone: (702) 229-5260

Project Contact: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Mailing Address (If different from above) _____

Daytime Phone: _____ Fax: (702) 384-1397

Email: cmooney@lasvegasnevada.gov Application Approval Entities: _____

Project Title: City of Las Vegas 2011 Historic Preservation Fund Grant

Program Area:

- | | | |
|--|---|--|
| 1. ☐ Acquisition | 2a. ☐ Development | 2b. ☐ Pre-Development |
| 3. ☐ Documentation (HABS/HAER/HALS) | 4. ☐ Inventory | 5. ☐ National Register Nomination |
| 6. ☒ Planning | 7. ☒ Public Education | 8. ☒ Survey |

Project Description (brief):

The funding will support 1) historic resource survey and inventory of approximately 167 properties located within the Beverly Green Neighborhood (to include the Paradise Village Tracts 1-4), and 2) ongoing database storage for documentation of the entire construction aspect of the rehabilitation and adaptive reuse project for the U.S. Post Office and Courthouse (National Register 1983), and 3) Administration of the Certified Local Government program in the city of Las Vegas.

Proposed Start Date: January 2012 Proposed End Date: August 2012

Budget Summary:

A. Requested Federal Share: \$ 44,000.00
B. Non-Federal Share: \$ 29,334.00
B.1 Cash \$ _____
B.2 In-kind \$ _____
C. Grand Total: \$ 73,394.48

Applicant's authorized signature:

Name (please print): Courtney Mooney
Title: Urban Design Coordinator/HPO
Date: 07/27/11 (resubmitted)

HPF SUBGRANTEE APPLICATION FOR 2011

APPLICATION COVER

Page 2 of 2 (Note: This unaltered form must be submitted with the application.)

1. Is the project located in an urban area with a population of 25,000 or more? ☒ Yes ☐ No
2. Is Applicant willing to hire minority personnel/owned businesses to perform project? ☒ Yes ☐ No
3. Is Applicant a member of a minority group? ☐ Yes, please specify: _____ ☒ No
4. Is Applicant willing to hire a business certified as a Minority Business Enterprise? ☒ Yes ☐ No
5. Will Applicant proceed with the project if federal funding is not received? ☐ Yes ☒ No
6. Is the project accessible by the disabled? (*via alternate printing (Braille), ramps, etc.) ☒ Yes ☐ No
7. How much time will Applicant need to complete the project? 8 Months
8. Please include a list of the final product(s) to be completed with the subgrant (i.e., surveys, reports, architectural plans, videos, brochures, etc.,): Three hard copies and two CD copies of the Phase 2 Beverly Green neighborhood historic survey resource report, and CD copies of Post Office construction process documentation.
9. Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF grant? ☒ Yes ☐ No
10. Does the Applicant have a consultant for the project? ☐ Yes ☒ No
11. Does the Applicant acknowledge that any grant award will be subject to acquiring qualified professionals who meet NPS professional qualification standards and State review before project work begins? ☒ Yes ☐ No
12. Is the applicant aware that if funded, a 'kick-off' project meeting will be required with the SHPO before a funding agreement is drawn up? ☒ Yes ☐ No
13. Does the Applicant acknowledge that any project supported by HPF or Matching Share must meet the Secretary's "Standards and Guidelines?" ☒ Yes ☐ No
14. In addition to filling out pages 1 and 2 of this subgrantee application cover pages, please include the following items:
 - a. Program Area (PA) Form (as it applies to your proposed project(s));
 - b. Budget Form (or equivalent);
 - c. Affidavit for Matching Funds Form;
 - d. Certifications Regarding Debarment, Suspension, and Other Responsibility Matters Form; and
 - e. Civil Rights Assurance Form.

I HAVE READ AND COMPLETED THIS **HPF SUBGRANTEE APPLICATION FOR 2011** AND CERTIFY THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Applicant

07/27/11
Date

HPF SUBGRANTEE APPLICATION FOR 2011

PROGRAM AREA: 6. PLANNING

1) Applicant is proposing the following (*indicate all that apply*):

- ☒ Planning Process Design and Local Plans. Developing, conducting research on, designing or carrying out a planning process, or providing support for the development of a planning process design, or other historic preservation or cultural resource management plans at a regional or local level.
- ☐ Planning Studies, Historic Contexts, etc. Developing, gathering, and analyzing data used to develop planning studies, including historic contexts, theme studies, analyses, questionnaires, forecasts of social, economic, political, legal, environmental, and other factors that may affect historic preservation locally or regionally.
- ☒ Ordinances, Regulations, Standards, etc. Developing, or providing support for the development of ordinances, regulations, standards, and/or guidelines that support regional, or local plan goals.
- ☐ Advanced Planning Technologies. Developing, purchasing, adapting, or implementing advanced planning/computer technologies and applications to further comprehensive regional or local historic preservation planning program goals [e.g., Geographic Information Systems (GIS)].
- ☐ Printing of Plans. Printing and distributing, planning studies, ordinances, regulations, guidelines, etc.

2) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF subgrant? ☒ Yes ☐ No

3) (a) Will a portion or the entire project be contracted out? ☐ Yes ☒ No

(b) If 'Yes', please indicate the procurement method(s) to be used for the project:

- ☐ Small purchase procedures ☐ Competitive sealed bids ☐ Competitive negotiation
- ☐ Noncompetitive negotiation

4) (a) Has the Applicant selected project personnel? ☒ Yes ☐ No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name: Courtney Mooney, AICP Title: Urban Design Coordinator/HPO
Phone: (702) 229-5260 Email: cmooney@lasvegasnevada.gov
Company/Firm: City of Las Vegas Department of Planning
Mailing Address: 333 North Rancho Drive, 3rd Floor
City: Las Vegas State: NV Zip code: 89106

(Note: If more than 1, please use 'Continuation Sheet' and check box ☐.)

5) Please indicate the final products and quantities that will be produced:

- ☐ Bound Report (e.g., a 3-ring binder, booklet, etc.) Qty: _____
- ☒ Electronic Copy (e.g., forms and report on a CD) Qty: 3
- ☐ Photographs (sets) Qty: _____
- ☐ Other: _____ Qty: _____

6) Please describe your project. If necessary, please use a 'Continuation Sheet' and check box ☐.

Administration of the Certified Local Government program in the city of Las Vegas, including administration of the Historic Preservation Commission and implementation of historic preservation projects and programs per the direction of the HPC.

HPF SUBGRANTEE APPLICATION FOR 2011

PROGRAM AREA: 7. PUBLIC EDUCATION

1) Applicant is proposing the following (*indicate selection with an "X"*):

- ☒ Activities to increase overall public awareness of technical preservation methods and techniques having application to historic and archeological properties
- ☐ Dissemination of information to promote working relationships with the public and private sectors to achieve preservation objectives
- ☐ Explanation of historic preservation planning and/or the goals of local preservation ordinances, or design review guidelines to public or private audiences throughout the community;
- ☐ Dissemination of the results of grant-funded work (i.e., explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the community preservation constituency);
- ☐ Purchase and installation of interpretive signs or markers at HPF grant-assisted historic buildings, structures and archeological sites.
- ☐ Signage acknowledging HPF assistance at construction project site during grant period
- ☐ Training and Education for Employee Development
- ☐ Temporary exhibits relating to HPF grant-assisted activities, accomplishments, or results
- ☐ Other: _____

2) Applicant proposes to use the following means to accomplish the above goal(s):

- | | | | |
|--|--|---|------------------------------------|
| ☐ Conference | ☒ Electronic (CDs, software, etc.) | ☒ Exhibit | ☐ Film |
| ☐ Meetings (public) | ☐ Newsletter | ☐ News releases | ☐ Pamphlets |
| ☐ Posters | ☐ Publications | ☐ Signage/markers | ☐ Software |
| ☐ Training Consultant | ☒ Videotapes/DVDs | ☐ Other: _____ | |

3) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF grant? ☒ Yes ☐ No

4) Please indicate the total products and quantities that will be produced:

1. Continued video and photo documentation and online storage of documentation for the adaptive reuse construction progress for the U.S. Post Office and Courthouse (National Register 1983)

Qty: 1 master copy of CD with copies of progress

2. _____ Qty: _____

(Note: If more than 2, please use 'Continuation Sheet' and check box ☐.)

5) (a) Will a portion or the entire project be contracted out? ☐ Yes ☒ No

(b) If 'Yes', please indicate the procurement method(s) to be used for the project:

- | | |
|--|---|
| ☐ Small purchase procedures | ☐ Competitive sealed bids |
| ☐ Competitive negotiation | ☐ Noncompetitive negotiation |

6) (a) Has the Applicant selected project personnel? ☒ Yes ☐ No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name: Mike Gritz Title: Cable Station Manager
Phone: (702) 229-2222 Email: mgritz@lasvegasnevada.gov
Company/Firm: KCLV
Mailing Address: 221 North Las Vegas Boulevard
City: Las Vegas State: NV Zip code: 89101

(Note: If more than 1, please use 'Continuation Sheet' and check box ☐.)

7) Please describe your project. Please use a 'Continuation Sheet' and check box ☒.

HPF SUBGRANTEE APPLICATION FOR 2011

CONTINUATION SHEET – PUBLIC EDUCATION – CITY OF LAS VEGAS

(Please indicate Program Area and item number; if multiple areas, please list at the beginning of each section.)

Ongoing: Online storage of photo and video documentation and historical documents for U.S. Post Office and Courthouse (National Register 1983). This is an ongoing database storage for documentation of the entire construction aspect of the rehabilitation and adaptive reuse project for the U.S. Post Office and Courthouse. The subject matter includes: seismic retrofit, conservation, code compliance issues, demolition of non-historic features, mechanical system upgrades, technical upgrades, new construction for adaptive reuse as a museum and cultural facility, and accession of museum artifacts for exhibits. All of the content will be made available to the public upon completion of the project. Construction for this project is estimated to be complete in 2012.

HPF SUBGRANTEE APPLICATION FOR 2011

PROGRAM AREA: 8. SURVEY (page 1 of 2)

“Survey is activity directly pertinent to the location, identification, and evaluation of historic and archeological resources”

- 1) (a) Does the project activity directly relate to the location, identification, and evaluation of ☒ Yes ☐ No historic and/or archeological resources?

(b) If ‘No’, please explain answer: _____

2) Proposed Survey Data:

- (a) Level: ☒ Intensive
☐ Reconnaissance
☐ Re-survey of previously covered area; Last surveyed: _____

(b) Please include a location map showing proposed survey area boundaries.

(c) Type of resource being surveyed for: ☒ Architectural/Historical ☐ Archeological/Historical

(d) Level of documentation to be produced (*Indicate all that apply*):

- ☒ Historic Resource Inventory/Survey Forms (HRIFs)
☐ IMACs or other approved SHPO Archeological Site Forms
☐ National Register nomination(s) (Please complete the form for this program area)
☒ Determinations of Eligibility (Identification and Evaluation)
☐ Other: _____

(e) Estimated number of acres to be surveyed: 59.14

(f) Estimated number of inventory forms to be produced: 167

(g) Estimated number of reports to be produced: one

(h) Final products that will be produced with this grant:

- ☒ Bound Report (e.g., a 3-ring binder) Qty: 3
☒ Electronic Copy (e.g., forms and report on a CD) Qty: 2
☐ Other: _____
☐ Other: _____

- 3) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publications produced as a result of research or any other work funded in whole or in part by the HPF grant? ☒ Yes ☐ No

- 4) (a) Will a portion or the entire project be contracted out? ☒ Yes ☐ No

(b) If ‘Yes,’ please indicate the procurement method(s) to be used for the project:

- ☐ Small purchase procedures ☐ Competitive sealed bid
☐ Competitive negotiation ☒ Noncompetitive negotiation

HPF SUBGRANTEE APPLICATION FOR 2011

PROGRAM AREA: 8. SURVEY (page 2 of 2)

5) (a) Has the Applicant selected project personnel? ☐ Yes ☒ No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name: _____ Title: _____

Phone: _____ Email: _____

Company/Firm: _____

Mailing Address: _____

City: _____ State: _____ Zip code _____

2. Name: _____ Title: _____

Phone: _____ Email: _____

Company/Firm: _____

Mailing Address: _____

City: _____ State: _____ Zip code _____

(Note: If more than 2, please use 'Continuation Sheet' and check box ☐.)

6) Please indicate the legal owner(s) of the property and/or areas that are subject to the proposed project:

☐ Federal owner; please specify agency: _____

☐ State; please specify agency: _____

☐ County; please specify department/division: _____

☐ City; please specify department/division: _____

☒ Private multi-owners: Urban neighborhood

☐ Private single owner: _____

7) Please describe your project. If necessary, please use a 'Continuation Sheet' and check box ☐.

Funding is requested for a qualified historic preservation consultant's fees to build upon the Phase I: Beverly Green Neighborhood Historic Resource Survey and Inventory and complete the Phase II: Beverly Green Neighborhood Historic Resource Survey and Inventory, an intensive level historic resource survey of a portion of the Beverly Green Neighborhood. The Beverly Green Neighborhood is a registered neighborhood association with the city of Las Vegas Parks, Recreation and Neighborhood Services Department and has definable boundaries as such; however, because of the size of the neighborhood, the project will have to be phased (please see map for visual reference).

The Phase II survey area is generally bounded by E. St. Louis Avenue to the north, E. Sahara Avenue to the south, Las Vegas Boulevard South to the west, and S. Santa Rosa Drive to the east. The survey area includes several small housing tracts composed of approximately 167 single- and multi-family homes and commercial buildings generally dating from the early 1950s to the early 1960s. The predominant residential architectural style is modern Ranch.

Survey of this area is part of the overall recommendation by the city of Las Vegas Historic Preservation Commission to develop a Mid-Century Historic Context Report for WWII and post-WWII development within the city of Las Vegas.

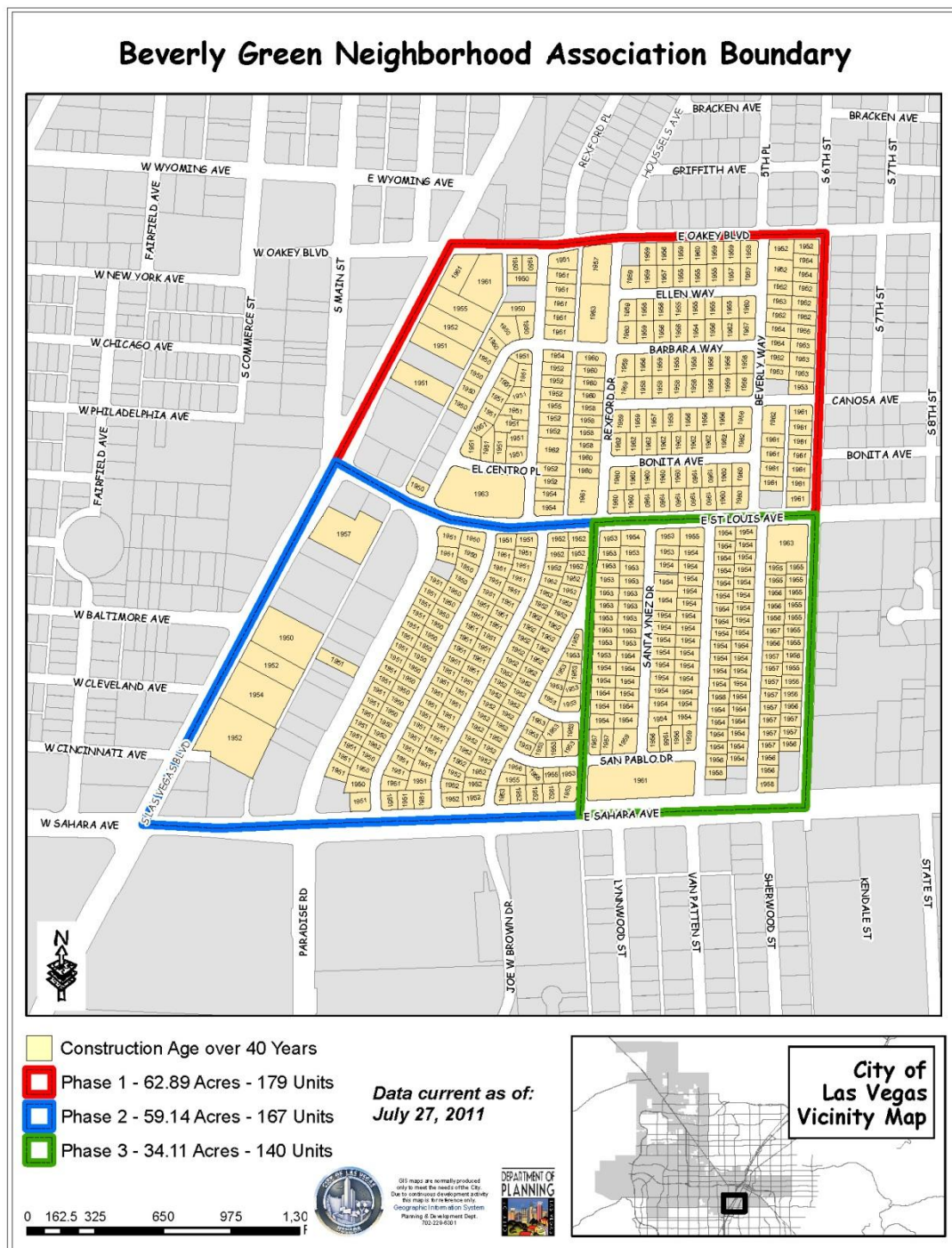
It is anticipated that the city of Las Vegas will apply for funding from the 2012 HPF grant to complete Phase III: Beverly Green Neighborhood Historic Resource Survey and Inventory.

HPF SUBGRANTEE APPLICATION FOR 2011

CONTINUATION SHEET – SURVEY – CITY OF LAS VEGAS

(Please indicate Program Area and item number; if multiple areas, please list at the beginning of each section.)

Map: Historic Resource Survey and Inventory of Beverly Green neighborhood survey area.



NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2011

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

1. Personnel:

	Position Title	Hours	Hourly Rate (HR)	✓ if HR includes Fringe Benefits	% of HR that is a fringe benefit	Amount of fringe benefit	Total Amt	Federal Share	Non-Federal Share
a.	Urban Design Coordinator	257	\$69.12	Yes	38%	\$6,750.26	\$17,763.84		\$17,763.84
b.	Sr. Management Analyst	30	\$59.66	Yes	38%	\$680.12	\$1,789.80		\$1,789.80
c.	Financial Analyst II	16	\$45.69	Yes	38%	\$277.80	\$731.04		\$731.04
d.	Contracts Specialist	90	\$52.82	Yes	38%	\$1,806.44	\$4,753.80		\$4,753.80
e.									
f.									
g.									
h.									
i.									
j.									
Subtotal:							\$25,038.48	\$	\$25,038.48

2. Contractual Services:

	Contractual Service	Total Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Consultant	\$43,800.00 (approx. 489 hours at \$89.41/hr)	\$43,800.00	
b.	Online storage for Post Office image data	\$ 200.00	\$ 200.00	
c.				
d.				
e.				
f.				
Sub-total:		\$44,000.00	\$44,000.00	\$

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2011

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

3. Travel:

		Rate	Miles/# of days	Total Amount	Federal Share	Non-Federal Share
a.	Mileage					
	1. Person #1-	\$ 0.585				
	2. Person #2-	\$ 0.585				
b.	Per Diem Reimbursements (Breakfast)	See http://gsa.gov for rates				
	Per Diem Reimbursements (Lunch)	See http://gsa.gov for rates				
	Per Diem Reimbursements (Dinner)	See http://gsa.gov for rates				
c.	Transportation costs (parking fees, taxi, etc.)					
d.	Lodging					
	1. Lodging	See http://gsa.gov for rates				
e.	Other:					
f.	Other:					
Sub-total:				\$0	\$0	\$0

4. Operating: List estimated operating expenses relating to the proposed project.

		# of items	Rate per item	Flat Rate	Amount	Federal Share	Non-Federal Share
a.	Photocopying						
b.	Film and Processing						
c.	Maps						
d.	Postage						
e.	Telephone						
f.	Utilities						
g.	Supplies (specify):						
h.	Other (specify):						
i.	Other (specify):						
j.	Other (specify):						
Sub-total:					\$0	\$0	\$0

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2011

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

5. Other (please specify or attach detailed budget):

		Rate	Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Commission Volunteers (11 volunteers at 11 monthly meetings)	\$36.00/hr	\$4,356.00		\$4,356.00
b.					
c.					
d.					
e.					
f.					
g.					
h.					
			\$4,356.00	\$	\$4,356.00

6. Section #1- 5 Subtotals:

		Amounts	Federal Share	Non-Federal Share
1.	Personnel	\$25,038.48	\$	\$25,038.48
2.	Contractual Services	\$44,000.00	\$44,000.00	\$
3.	Travel	\$	\$	\$
4.	Operating	\$	\$	\$
5.	Other (Volunteers)	\$4,356.00	\$	\$4,356.00
		\$73,394.48	\$44,000	\$29,394.48

7. Requested Federal Share Total	Subtotal:	\$44,000.00
8. Required Non-Federal Share	Subtotal:	\$29,334.00
9. Actual Non-Federal Share	Subtotal:	\$29,394.48
10. Proposed Project Costs	Grand Total:	\$73,394.48

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2011

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

11. List each component of the Actual Non-Federal share.

(Please provide the exact nature of each source.)

#	Budget Item	Cash	Other				Amount
			In-Kind	Donated Labor/Time	Donated Material	Salaries	
1	See item #4: Personnel					\$25,038.48	\$25,038.48
2	See item #5: Other						\$4,356.00
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
Total:							\$29,394.48

Note: The amounts listed for item #11 must equal item #9.

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION
AFFIDAVIT FOR MATCHING FUNDS

STATE OF NEVADA

COUNTY OF Clark

WHEREAS, City of Las Vegas,
hereinafter referred to as Subgrantee, in the interest of the historic preservation project commonly
known as:

2011 City of Las Vegas Historic Preservation Fund grant,
certifies that the project previously referenced shall have the necessary matching funds required
pursuant to the Historic Preservation Act (P.L. 89-665).

SUBGRANTEE HEREBY CERTIFIES, that if Subgrantee is funded \$ 50,000.00 in Historic
Preservation funds from the United States government, Subgrantee will have available an acceptable
match in the amount of \$ 33,334.32 as funds set aside for the project named above.

Signed and dated this 27 day of July, 2011.

Subgrantee Signature

Courtney Mooney

Subgrantee Name (please print)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public

U.S. DEPARTMENT OF THE INTERIOR
**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS,
DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

U.S. DEPARTMENT OF THE INTERIOR
CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS,
DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (*Grantees Other Than Individuals*)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (*Grantees Who Are Individuals*)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made; to such a central point, it shall include the identification number(s) of each affected grant.

U.S. DEPARTMENT OF THE INTERIOR
**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS,
DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)**

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

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

- (1) No Federal appropriated 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 an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Courtney Mooney, Urban Design Coordinator/Historic Preservation Officer
TYPED NAME AND TITLE

07/27/11
DATE

DI-2010 June 1995 (This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION
CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

Signature of Authorized Certifying Official	Title Urban Design Coordinator/Historic Preservation Officer
Applicant/Organization City of Las Vegas Department of Planning	Date Submitted 07/27/11
Applicant/Organization Mailing Address 333 North Rancho Drive, 3 rd Floor, Las Vegas, NV 89106	Bureau or Office Extending Assistance

DI-1350 (Rev. 6/91)



City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form Grant Overview

To be completed by the Grant Coordinator:

Date Application
Received:
Grant Review
Committee Tracking #:
Committee Meeting
Date: .

Part I – To be completed by the Sponsoring Department:

Date Prepared: 11/23/10

Department: Planning & Development	Division: Long Range
Grant Lead/Contact Person: Courtney Mooney	Phone: 229-5260
Funding Agency: NV State Historic Preservation Office	Name of Grant: 2011 Historic Preservation Fund Grant
CFDA#: 15.904	Other Proposal or Application #, if applicable: N/A
Name of the Project/Program: City of Las Vegas 2011 Historic Preservation Fund Grant	Project/Program Manager: Courtney Mooney
Is this a new project? ☐ Yes ☒ No	Has the project been funded by this grant before? ☒ Yes ☐ No
Does this grant meet a City Council priority: ☒ Yes ☐ No	Which priority/priorities does this grant meet: The grant creates, integrates and manages orderly sustainable development and growth of our community; supports and encourages sustainability, livability and pride in our neighborhoods; and revitalizes and invigorates our mature areas and the urban core.
The following questions in blue pertain to the city as fiscal agent. If not applicable, please leave blank.	
Does this grant fund existing permanent positions? ☐ Yes ☒ No	Does this grant fund new permanent positions? ☐ Yes ☒ No
Amount Requested: \$30,000	Grant Proposal Deadline: 12/01/10
Are matching funds required? ☒ Yes ☐ No	If yes, what is the match level? ☐ 1:1 match ☒ Percentage 40%
CLV Match: \$20,270.64	Match Sources: Personnel salary
Does funding from this grant begin in the current fiscal year? ☐ Yes ☒ No	Does funding from this grant last longer than three years? ☐ Yes ☒ No
The following questions help us identify return on investment (ROI) for grant writing.	
Number of hours it took staff to complete the grant proposal: 8	Please list any community partners: Beverly Green Neighborhood Association

Comments: The proposed work will provide useful information about existing historic neighborhoods to the Planning and Neighborhood Services Departments for future preservation planning efforts. It will also contribute to the ongoing documentation of the rehabilitation project for the historic U.S. Post Office and Courthouse. The final products will contribute greatly to the public awareness and general knowledge about the history and development of Las Vegas.

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the coordination and management of any funds awarded to the City under this Grant and will adhere to any policies and procedures set for by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. To that end, please find enclosed the following items for initial review:

- ☐ A copy of the Grant Application Instructions/Guidelines, as supplied by the Grantor/Pass-Through Agency
- ☐ The original, completed, signed Application, including Grants.gov electronic application, where applicable
- ☒ The completed application in electronic format (via SharePoint application repository or e-mail, preferably)
- ☒ All attachments, back-up documentation, or amendments to be submitted to the Grantor in support of the application

Part I – To be completed by the Applicant Department Director or designee prior to submission to the Grant Review Committee:

The Director has reviewed the completed Grant Proposal Application Review (GPAR) packet, and the application is:



City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

To be completed by the Grant Coordinator:

Date Application

Received:

Grant Review

Committee Tracking #

Committee Meeting

Date:

- ☒ **Approved:** The Application may be submitted to the Grant Review Committee.
☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.
☐ **Denied:** See 'Comments' below.

Department Grant/Program

Manager Name:

Courtney Mooney

Department Grant/Program

Manager Phone Number:

x5260

COURTNEY MOONEY
Department Director/Designee Printed Name

C. Mooney
Department Director/Designee Signature

11/24/10
Date Signed

Comments:



City of Las Vegas

Grant Proposal Application Review (GPAP) Short Form

Common Questions from the Grant Review Committee

To be completed by the Grant Coordinator:

Date Application
Received:
Grant Review
Committee Tracking #:
Committee Meeting
Date:

Part II – To be completed by the Sponsoring Department:

1. If the city is not awarded this grant, will your department still implement this program?
No.
2. If the funding is not renewed after the first grant year, will the program continue?
No.
3. If the program will continue, what is the contingency (back-up) plan for funding?
4. If partial funding is awarded, rather than the full grant request, do you intend to lower the number of citizens served or reduce the program services?
☒ **Not Applicable**

☐ **No** If no, please explain how planned levels will be maintained:

☐ **Yes** If so, what have you identified as the correlating reductions in services?
5. If the city is to act as fiscal agent for this grant, but the funding will be used by project partners, has it been established that the project partners will be required to assume fiscal responsibility at a future date?
☐ **No** If no, please explain how planned levels will be maintained:
N/A

☐ **Yes** If so, what have you identified as the correlating reductions in services?
6. If so, what is the planned transfer of fiscal responsibility (attach any documents that support the planned transfer)?
N/A
7. Have protections been established to protect the city as fiscal agent from the following:
 - Loss of city revenues due to cost of managing the program? ☐ **Yes** ☐ **No** ☐ **Don't Know** ☒ **N/A**
 - Inability of the proposed responsible entity to assume fiscal agent role? ☐ **Yes** ☐ **No** ☐ **Don't Know** ☒ **N/A**
 - Provisions for hiring staff, who are not city employees, to manage the program (legal protection for the city)? ☐ **Yes** ☐ **No** ☐ **Don't Know** ☒ **N/A**

Please explain how these protections have been established and attach all documentation necessary to support these (Memorandums of Understanding, contractual agreements, timelines for relinquishment of fiscal agency, etc.) plans to protect the city from liability:

Additional Comments:



City of Las Vegas

Grant Proposal Application Review (GPAP) Short Form

Grant Review Committee Decision

To be completed by the Grant Coordinator:

Date Application

Received:

Grant Review

Committee Tracking #:

Committee Meeting

Date:

Part I – To be completed by the Grant Coordinator:

The Grant Review Committee has reviewed the application, and the application is:

- ☐ **Provisionally Approved:** The Application/Proposal may be submitted to the funding agency for review/award.
- ☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.
- ☐ **Deferred to the City Manager's Office:** *The Committee has concerns that they feel need to be addressed at the Deputy City Manager's level for approval. Deferred to Deputy City Manager*
- ☐ **Denied:** See 'Comments' below.
Grant applications denied by the Grant Review Committee are referred to the City Manager's Office for final review by the Deputy City Manager responsible for the grant applicant's department. Referred to Deputy City Manager

Deferral/Denied-Referral Comments:

Becky Jo Spray /s/
Grant Coordinator

Date Signed

Grant Award Status

Part I – Award Notification:

The funding agency for this grant has supplied a letter indicating that the grant:

☐ was approved for the following amount:

- Written notification was received by _____ on _____ (date) and a copy of the letter ☐ has ☐ has not been provided to the Grant Coordinator.
- Written notification was received by _____ on _____ (date) and a copy of the letter ☐ has ☐ has not been provided to the Finance Analyst.

The funding agency for this grant has supplied a letter indicating that the grant:

☐ was not approved. Reasons for this, if any were indicated, include:

Written notification was received by _____ on _____ (date) and a copy of the letter ☐ has ☐ has not been provided to the Grant Coordinator.

Written Notification received by the Grant Coordinator on _____ . The copy of the Notification letter was placed in the grant application file on _____ per the Grant Coordinator.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Partnership Agreement between the City of Las Vegas and the Southern Nevada Regional Planning Coalition (SNRPC) to form a multi-jurisdictional consortium called the Las Vegas Metropolitan Area Consortium (LVMAC) to prepare and submit an application for funds that will support the preparation of a Regional Plan for Sustainable Development – All Wards

Fiscal Impact

☒
☐

No Impact

☐

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Sustainable Communities Regional Planning Grant is being offered by the new Office of Sustainable Housing and Communities, established as a partnership between HUD, DOT, and EPA. The grant requires the application to be submitted by an established Consortium, which will consist of Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, City of Boulder City, RTC, and UNLV and/or Brookings Mountain West. Additional members may be added if the grant is awarded. A formal Partnership Agreement needs to be adopted by each of the participating boards/councils and must be included in the application package.

RECOMMENDATION:

APPROVAL

BACKUP DOCUMENTATION:

Partnership Agreement of the Las Vegas Metropolitan Area Consortium for the Sustainable Communities Regional Planning Grant Program

**PARTNERSHIP AGREEMENT OF THE
LAS VEGAS METROPOLITAN AREA CONSORTIUM
FOR THE SUSTAINABLE COMMUNITIES REGIONAL
PLANNING GRANT PROGRAM**

THIS AGREEMENT, effective as of the 23rd day of August, 2011, by and between the Southern Nevada Regional Planning Coalition (SNRPC), Clark County, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the City of Boulder City, the Regional Transportation Commission of Southern Nevada, the Conservation District of Southern Nevada, the Clark County School District, The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (UNLV) and Brookings Mountain West - UNLV, the Southern Nevada Regional Housing Authority, and the Southern Nevada Water Authority, the parties to this Agreement.

WHEREAS, Congress approved the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Public Law 112-10, April 15, 2011) (“Appropriations Act”);

WHEREAS, the Appropriations Act provided funding to HUD for a Sustainable Communities Initiative to improve regional planning efforts that integrate housing and transportation decisions, and increase the capacity of communities to modernize land use and zoning plans; and

WHEREAS, HUD published a Notice of Funding Availability (NOFA) for HUD’s fiscal year 2011 Sustainable Communities Regional Planning Grant Program which makes available up to \$5 million for large metropolitan areas, like the Las Vegas Metropolitan Area, to help complete a Regional Plan for Sustainable Development (“RPSD”); and

WHEREAS, the NOFA requires the formation of a multi-jurisdictional consortium consisting of a county, cities, MPO, regional planning agencies and non-profit partners to develop the RPSD and to provide at least 20 percent in in-kind or other resources; and

WHEREAS, the parties to this Agreement desire to form a multi-jurisdictional consortium called the Las Vegas Metropolitan Area Consortium (“LVMAC”) to prepare and submit an application for funds under NOFA that will support the preparation of a RPSD; and

WHEREAS, the RPSD will serve as a guide for private sector and local, regional and state government policies and investments by integrating various plans relating to housing, economic development, transportation, energy, water and environmental quality and furthering regional sustainable planning efforts to link bus rapid transit, employment, housing, and land use within the Las Vegas Metropolitan Area;

NOW, THEREFORE, in consideration of the conditions, agreements, and promises of the parties hereto, the parties hereto mutually agree as follows:

1. Definitions:

A. *Applicant*. The term “applicant” means a Consortium that makes application for funds under the NOFA published by HUD.

B. *Appropriations Act*. The term “Appropriations Act” means the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Public Law 112-10) approved by Congress on April 15, 2011.

C. *Consortium*. The term “Consortium” means a grouping of governmental entities, regional planning agencies, nonprofit organizations, and allied public and private sector partners that seek to develop a Regional Plan for Sustainable Development.

D. *HUD*. The abbreviation “HUD” means the U.S. Department of Housing and Urban Development.

E. *Lead Applicant*. The term “Lead Applicant” means the member of a Consortium authorized to act in a representative capacity with HUD on behalf of all members of the Consortium and to assume fiscal and administrative responsibility for ensuring that the Consortium’s program is carried out in compliance with all HUD and Program requirements.

F. *LVMAC*. The abbreviation “LVMAC” means the Las Vegas Metropolitan Area Consortium, the Consortium created by this Partnership Agreement.

G. *NOFA*. The abbreviation “NOFA” means the Notice of Funding Availability published by HUD for its Fiscal Year 2011 Sustainable Communities Regional Planning Grant Program.

H. *Program*. The term “Program” means the Sustainable Communities Regional Planning Grant Program.

I. *RPSD*. The abbreviation “RPSD” means the Regional Plan for Sustainable Development.

J. *SNRPC*. The abbreviation “SNRPC” means the Southern Nevada Regional Planning Coalition.

- 2. Las Vegas Metropolitan Area Consortium:** The parties hereby create a Consortium named Las Vegas Metropolitan Area Consortium (LVMAC). The parties further agree that, on their behalf, LVMAC will submit a single application to HUD for Sustainable Communities Planning Grant Program funding. In the event LVMAC is selected by HUD for a Sustainable Communities Planning Grant, LVMAC shall enter into a formal consortium agreement and thereafter cooperatively carry out the Program in the approved Application.

3. **Lead Applicant:** The parties hereby authorize the City of Henderson to be the Lead Applicant to act on behalf of all the members of LVMAC. As Lead Applicant, the City of Henderson shall prepare and submit a Pre-Application and Application to HUD for a Sustainable Communities Regional Planning Grant in an amount not to exceed \$5 million, by the published deadlines of August 25, 2011 for the Pre-Application (and as specified by HUD for the full Application), and in the manner and form required by the NOFA. Each member of LVMAC agrees to assist the City of Henderson in preparing the Sustainable Communities Regional Planning Grant Applications. In the event LVMAC is selected for funding, the City of Henderson is hereby granted the authority to execute a cooperative agreement with HUD and shall assume fiscal and administrative responsibility for the grant on behalf of LVMAC in compliance with all HUD and Program requirements.
4. **Grant Application:** The parties agree that LVMAC shall submit an Application under "Grant Category 1: Regional Plans for Sustainable Development." If selected by HUD, funds from the grant would support the preparation of a RPSD. The comprehensive RPSD will serve as a guide for private sector and local, regional and state government policies and investments that will integrate various existing or emergent plans. Funds will support outreach, stake-holder driven visioning and scenario planning exercises that are intended to address and enhance linkages between existing and planned bus rapid transit facilities, transit-oriented development, the location and distribution of affordable housing, schools, and employment centers throughout the region; support cost-effective and sustainable transportation and water infrastructure investments; designate lands for conservation; and proactively consider risks from disasters and climate change, amongst other things. Pursuant to the NOFA, LVMAC will be expected to work with HUD to identify a set of locally appropriate performance metrics that are consistent with the performance measures developed by the Sustainability Partnership and the Livability Principles that are listed in the NOFA.
5. **Consortium Agreement:** If selected for funding by HUD, a formal consortium agreement will be executed no later than 120 days after the effective start date of the grant agreement. The consortium agreement must describe each LVMAC member's specific activities under the Program, including timetables for completion. The City of Henderson, as Lead Applicant, will enter into memorandums of understanding with each LVMAC member receiving funding from the grant, to ensure delivery of the required activities.
6. **Cost Sharing or Matching:** The parties acknowledge that the grant requires applicants to provide a minimum of 20 percent in matching resources, including cash, in-kind contributions, or a combination of these sources. If LVMAC is selected for funding, LVMAC must identify the required amount of leveraged resources (20 percent) at the time of signing the cooperative agreement. The parties agree to identify in-kind contributions to satisfy the leveraged resources requirement prior to the execution of the consortium agreement. In-kind contributions may be in the form of staff-time, donated materials or services, including the list of possible in-kind services described in Section III.D of the NOFA.

7. **Governance Structure:** The parties agree that LVMAC shall be governed by the SNRPC. A majority of the SNRPC shall constitute a quorum. All actions must be adopted by at least a majority of the members of the SNRPC present and constituting the quorum at any meeting. The affirmative vote of at least two-thirds of the members of the SNRPC shall be necessary to pass an action relating to a budgetary matter or a matter which involves an expenditure of public money, including grant funds; or a contract or other instrument that creates a binding legal obligation on a public entity. During the course of the preparation of the RPSD, each member shall be consulted on a regular basis and its recommendations taken into consideration. The final RPSD approved by the SNRPC shall be submitted to each member for consideration and ratification. Ratification of the final RPSD by three-fourths of the members shall constitute final approval of the RPSD.
8. **Additional Consortium Members:** Additional members may be added to LVMAC at any time during the term of this Agreement with the consent of the SNRPC. Notwithstanding, the addition of new members to LVMAC shall not modify the governance structure of LVMAC.
9. **General Terms and Conditions.**
- A. **Term of Agreement:** This Agreement shall expire 36 months after a consortium agreement is executed by HUD. Notwithstanding the above, this Agreement shall expire immediately in the event LVMAC is notified by HUD that LVMAC has not been selected for a 2011 Sustainable Communities Regional Planning Grant.
 - B. **Termination of Agreement:** Any party may opt-out of this Agreement with the consent of the SNRPC if opting out will not affect LVMAC's eligibility status under the NOFA. Otherwise, a party may only opt-out of this Agreement with the unanimous consent of the remaining parties.
 - C. **Amendments:** This Agreement may be amended by approval of the governing bodies of each party.
 - D. **Effective Date:** The effective date of this Agreement is August 23, 2011.
 - E. **Assignability.** This Agreement may not be assigned by any party.
 - F. **Governing Law.** This Agreement shall be governed by the laws of the State of Nevada.
 - G. **Professional Services:** The SNRPC may employ professional services to carry out this Agreement or the Program.
 - H. **Liability.** No party shall be liable in damages, attorney fees, costs or monetary claim of any kind to any other party as a result of any claim or action arising out of this Agreement.

- I. Dispute Resolution: Any dispute arising out of this Agreement shall be resolved through good faith negotiations of all parties. In the event a dispute cannot be resolved through good faith negotiation, the dispute shall be taken before the SNRPC for consideration and final resolution.
- J. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral.
- K. No Third Party Beneficiaries: This Agreement is entered into for the benefit of the public, not for the benefit of any private person, company, corporation, firm or other entity who is not a party to this Agreement.
- L. Counterparts: This Agreement may be executed in any number of counterparts, and when so executed, each such counterpart shall be deemed to be an original hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Partnership Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

LAS VEGAS

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:

Date 9/21/11

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Special Event Alcoholic Beverage License subject to the provisions of the fire and planning codes for Hans Cewe, Location: Gods Art Gallery, 1302 South 3rd Street, Dates: October 7 and November 4, 2011, Type: Special Event General, Event: Gypsy Friday, Responsible Person in Charge: Harlan Cewe - 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 Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 1:55 a.m. Estimated attendance is 300. Security provided by Americas Best.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Special Event Alcoholic Beverage License for Our Lady of Las Vegas School, Location: 3046 Alta Drive, Date: October 15, 2011, Type: Special Event General, Event: Our Lady of Las Vegas Harvest Festival, Responsible Person in Charge: Philip Markusic - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

For possible action to approve a Special Event Alcoholic Beverage License. Event time is 11:00 a.m. - 9:00 p.m. Estimated attendance is 2,000. Security provided by Las Vegas Metropolitan Police Department.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a new Beer/Wine/Cooler On-sale License, Bowin Associates, LLC, dba China Tango Bistro, 10300 West Charleston Boulevard, Suite 5, Enhua Chen, Mgr, 51% and Stephanie Chen, Mgr, 49% - Ward 2 (Wolfson)

Fiscal Impact

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

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

For possible action to approve a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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: Carrabbas/Arizona - Limited Partnership, To: Carrabba's Italian Grill, LLC, dba Carrabba's Italian Grill, 8771 West Charleston Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; and OSI Restaurant Partners, LLC, 100% - 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. Previous business name was Carrabbas Italian Grill Summerlin.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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, Nick Hermez Ablahad, dba Durango Market, 6955 North Durango Drive, Suites 1113 & 1114, Nick Ablahad, 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 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 and subject to the following conditions:

1. No more than 70 square feet of liquor shall be displayed behind the counter.
2. All beer and wine coolers shall remain in their original manufacturer's configuration of four or six packs.

BACKUP DOCUMENTATION:

None

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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: Fleming's/Northwest-1 Limited Partnership, To: OSI/Fleming's, LLC, dba Fleming's Prime Steakhouse & Wine Bar, 8721 West Charleston Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; OS Prime, LLC; OSI Restaurant Partners, LLC; AWA III Steakhouse, Inc.; and FPSH Ltd Partnership - 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 Fleming's Prime Steakhouse.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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: Outback/Nevada-Limited Partnership, To: Outback Steakhouse of Florida, LLC, dba Outback Steakhouse, 1950 North Rainbow Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; and OSI Restaurant Partners, LLC, 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.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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: Outback/Nevada-II, LLP, To: Outback Steakhouse of Florida, LLC, dba Outback Steakhouse, 8671 West Sahara Avenue, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; and OSI Restaurant Partners, LLC, 100% - 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 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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License, The Boulevard Group LLC, dba Radio City Pizzeria, 410 South Rampart Boulevard, Suite 120, Jody Ghanem, Owner, 100% - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

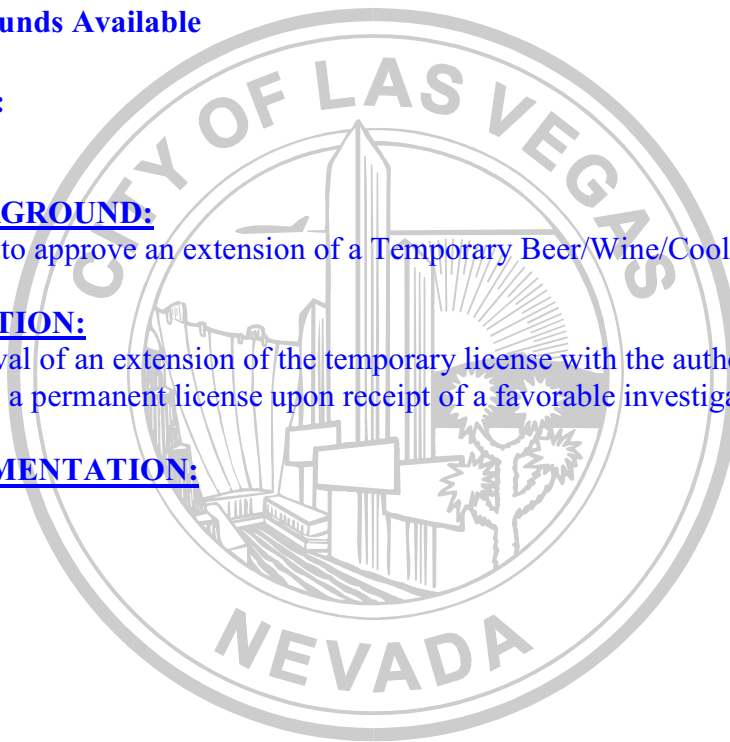
For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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: Roy's/Westcoast-1 Limited Partnership, To: Roy's/Outback Joint Venture, dba Roy's, 8701 West Charleston Boulevard, Joseph Kadow, Exec VP, Secy; Dirk Montgomery, CFO, Sr. VP; Chris Sullivan, Mgr; Roy Yamaguchi, Mgr; Terrence Lee, Mgr; A William Allen III; Mark Running; RY-8, Inc.; OS Pacific, LLC; OSI Restaurant Partners, LLC - 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.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve an extension of a Temporary Martial Arts Instruction Business License, Drago Bianco LLC, dba Drago Bianco LLC, 2104 Highland Avenue, Alex Mauricci, 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 Martial Arts Instruction Business License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Supplemental Interlocal Contract No. 7 - 514g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of \$527,000 for design and construction of Casino Center/3rd Street Realignment – Ward 3 (Coffin)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on August 11, 2005 and Supplemental Interlocal Contracts dated May 17, 2007, September 13, 2007, April 9, 2009, June 11, 2009, June 10, 2010 and July 14, 2011 for roadway improvements for the Casino Center / 3rd Street Realignment project. This Supplemental Interlocal Contract No. 7 will decrease project funding in the amount of \$527,000. Total cost of the project shall not exceed \$10,098,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 7 - 514g

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7
CASINO CENTER / 3RD STREET REALIGNMENT**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7 made and entered into this 11th day of August, 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, June 10, 2010 and July 14, 2011 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.

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 \$10,098,000 which includes all of the above.
2. A "Revised Authorization to Proceed" for construction at a cost not to exceed \$3,143,000, engineering design at a cost not to exceed \$445,000, right-of-way acquisition in an amount not to exceed \$6,413,000, and right-of-way other at an amount not to exceed \$97,000 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.

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, June 10, 2010 and July 14, 2011 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 7 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

August 11, 2011

BY:

Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Jecia Hutchinson
JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

Zey Kaplan
ZEY KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

Carolyn G. Goodman
CAROLYN G. GOODMAN, Mayor

Attest:

Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney
John S. Ridilla
Deputy City Attorney

9/1/11

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

For possible action to approve a Supplemental Interlocal Contract No. 13 - 435m and Supplemental Interlocal Contract No. 6 - 475f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion dates to December 31, 2013 for Martin L. King, Palomino Lane to Carey Avenue project – Ward 5 (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 and Supplemental Interlocal Contracts to design, purchase right-of-way and construct roadway improvements for (021D) Martin L. King Boulevard, Palomino Lane to Carey Avenue. The RTC approved an interlocal contract and supplemental interlocal contracts for roadway improvements for the (021D-Q10) Martin L. King Boulevard, Palomino Lane to Carey Avenue project. The Supplemental Interlocal Contract No. 13 – 435m and the Supplemental Interlocal Contract No. 6 – 475f will extend the project completion date to December 31, 2013. Additional time is required to complete billings and close out the project. The RTC approved these contracts at their July 14, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Supplemental Interlocal Contract No. 13 – 435m
2. Supplemental Interlocal Contract No. 6 – 475f

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 13**MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 13, 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".

WITNESSETH

WHEREAS, the RTC approved an Interlocal Contract on March 13, 2003 and supplemental interlocal contracts on June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, October 11, 2007, November 13, 2008, June 11, 2009, April 8, 2010 and May 20, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Martin L. King Boulevard, Palomino Lane to Carey Avenue, being located wholly within the City; and,

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

WHEREAS, the CITY desires to 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 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, 2013. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The reminder of the Interlocal Contract dated March 13, 2003 and Supplemental Interlocal Contracts dated June 12, 2003, August 11, 2005, March 9, 2006, December 14, 2006, February 8, 2007, March 8, 2007, July 12, 2007, October 11, 2007, November 13, 2008, June 11, 2009, April 8, 2010 and May 20, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 13 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
JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: Carolyn Goodman
CAROLYN GOODMAN, Mayor

Attest:

Beverly K. Bridges
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

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6**MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE**

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".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated June 10, 2004 and supplemental interlocal contracts on May 19, 2005, December 14, 2006, November 13, 2008, August 13, 2009 and June 10, 2010 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and,

WHEREAS, the CITY desires to extend the project completion date.

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

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to December 31, 2013. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated June 10, 2004 and supplemental interlocal contracts dated May 19, 2005, December 14, 2006, November 13, 2008, August 13, 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 19, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Jecia Hutchinson
JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Supplemental Interlocal Contract No. 8 - 461h between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to amend the general section of the contract and to extend the project completion date to June 30, 2013 for Intelligent Transportation System (ITS) Communication Infrastructure project – All Wards and Clark County

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 for improvements needed to provide fiber optics interconnect conduit and fiber optic cable. This Supplemental Interlocal Contract No. 8 will extend project completion date to June 30, 2013 and update the general section of the contract to current requirements. The RTC approved this contract at their July 14, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 8 – 461h

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 8
ITS COMMUNICATION INFRASTRUCTURE PROJECT**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 8, 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", the County of Clark, hereinafter referred to as "COUNTY" a political subdivision of the State of Nevada, and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WHEREAS, the parties hereto previously entered into an Interlocal Contract on March 11, 2004 and supplemental interlocal contracts on October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009, August 13, 2009 and October 8, 2009 for improvements needed to provide fiber optics interconnect conduit and fiber optic cable, located partially within the CITY and partially within the COUNTY; and,

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

WHEREAS, the CITY desires to extend the project completion date; and,

WHEREAS, the RTC desires to update general section of the contract.

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 III – GENERAL shall be revised to read as follows:

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and Project signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a project.
5. Upon completion of the construction of the Project, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The Project must be completed to the satisfaction of the RTC prior to June 30, 2013. The

RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of the Interlocal Contract dated March 11, 2004, and supplemental interlocal contracts dated October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009, August 13, 2009 and October 8, 2009 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 8 is effective as of the date first set forth above.

Date of Commission Action:

July 14, 11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Jecia Hutchinson
JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Rule 9 Line Extension Agreement No. 5516 between the City of Las Vegas and Nevada Power, a Nevada Corporation, dba NV Energy for the extension and alteration of existing power facilities for Fire Station 106 located at Stella Lake and Mount Mariah (\$22,908 - Fire Services - Bonds) - Ward 5 (Barlow)

Fiscal Impact

☐

No Impact

☐ **Augmentation Required**

☒

Budget Funds Available

Amount: \$22,908

Funding Source: Fire Services Bonds

Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

Authorization for the Mayor to sign a Line Extension Agreement with NV Energy for electrical service at Fire Station 106.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement No. 5516





RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 5516
PID: 0000192690
Date Prepared: 08/12/2011

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and CITY OF LAS VEGAS, a(n) NV Political subdivision 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 requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension**," as defined in Rule 1, for the purpose of receiving electric service to its Development.
- C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.
- D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

- 1.1 Line Extension. In order to provide 56 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled FIRE STATION #106 and attached as Exhibit A.
- 1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **\$30,468.00**, as summarized on Exhibit B.
- 1.3 Estimated Advance. The estimated Advance is **\$22,908.00**, consisting of:
 - (A) CIAC. An estimated CIAC in the amount of **\$0.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **\$0.00** and a taxable, non-refundable cost of **\$0.00**. If the Estimated CIAC is greater than \$20,000, it is subject to Cost True-up.
 - (B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **\$22,908.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **\$0.00**.
 - (C) Tax Effect. The estimated Tax Effect is:



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- (1) Advance Subject to Refund. A Tax Effect relating to the Advance Subject to Refund in the amount of **\$0.00**. This Tax Effect is subject to refund.
- (2) CIAC. A Tax Effect relating to CIAC in the amount of **\$0.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.
- (3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **\$0.00**. This Tax Effect is not subject to refund.
- 1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **\$11,610.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **\$7,560.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.
- 1.5 Payment; Purchase Order. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility – or deliver a purchase order to Utility in the amount of **\$22,908.00**. When calculating this amount, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.
- 1.6 Related Projects and Contracts
- (A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title
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- (B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Contract No.	Dated	Expiration	Title
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- (C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title
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2. Description and Design of the Line Extension Project

- 2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.
- 2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.
- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.
- 2.4 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.
- 2.5 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

- 3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.
- 3.2 Utility and Applicant Betterments.
- (A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, **\$0.00** ("**Betterment Expense**") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant **\$0.00** and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant **\$0.00**.
- (B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work in connection with the Line Extension Project.
- (C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment:
- _____.



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- (D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment ("Stop Work Notice"). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within 30 days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.2(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility (in its discretion and notwithstanding Section 13.8) may revise Section 1 and Exhibit B and invoice Applicant.
- (E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize Applicant's Line Extension Project until after Applicant furnishes to Utility a complete release of any lien or claim.
- (F) Ownership of Betterment. The design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.
- (G) Guarantee. The Section 7 guarantees also apply to any Betterment.
- 3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from \$0 to the balance of the Advance Subject to Refund. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility.
- 3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.
- 3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Line Extension Project Allowance, Utility will perform an Allowance True-Up 18 months after the Effective Date and calculate any Excess Allowance in accordance with the Allowance True-Up.
- 3.6 Performance of Cost True-Up. In its discretion and no later than five (5) years after the In-Service Date, Utility may perform a Cost True-Up. If the Estimated CIAC is greater than \$20,000, Utility will perform a Cost True-Up after all Costs have been recorded.
- 3.7 Return of Overpayments and Invoices Associated with Accounting Adjustments. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or return any overpayment to Applicant. If Utility does not



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perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

- 3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.
- 3.9 Multiple Applicants. [RESERVED]

4. Applicant's Obligations

- 4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**").
- (A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or increases the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.
- (B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.
- (C) Purchase Order. If Utility agreed to accept a purchase order from Applicant for the amount identified in Section 1.5, Utility will invoice Applicant's Cost Responsibility against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might result in a delay in completion of the Line Extension Project.
- 4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and



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substructures, and other materials Utility deems necessary for the electrical facilities.

- 4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:
- (A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.
 - (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).
 - (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).
- 4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 0000192690 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.
- 4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.



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- 4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:
- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
 - (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
 - (C) Resulting from or arising out of surface or subsurface field conditions; or
 - (D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.
- 4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:
- (A) Allow Utility to inspect the construction or installation of the facilities and equipment.
 - (B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.
- 4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.
- 4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for



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commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

- 5.1 Utility's Right to Set Off Amounts Owed. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.
- 5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:
- (A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;
 - (B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;
 - (C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;
 - (D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and
 - (E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).
- 5.3 Other Rights and Remedies: Survival. If Utility sets off any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

- 6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.
- 6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- 6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement



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are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

- 6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

- 7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following the In-Service Date. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.
- 7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 60 days of receiving an invoice from Utility.
- 7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).



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8. Default

- 8.1 Procedure. If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.
- 8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

- 9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.
- 9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("Confidential Information").
- 9.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.
- (A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and
 - (B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.
- 9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.
- 9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "Third Parties"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.
- 9.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as



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practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

- 9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

- 10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.
- 10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.
- 10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.
- 10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.
- 10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

- 11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the



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performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

- 12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.
- 12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

- 13.1 Insurance. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement to procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the work. If Applicant performs any work in connection with this Agreement, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.
- 13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.
- 13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.
- 13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.



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- 13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.
- 13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.
- 13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.
- 13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.
- 13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.
- 13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion



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or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

- 13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
- 13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
- 13.16 Joint and Several Liability. [RESERVED]

14. Term and Termination

- 14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds, returns of overpayments, or moneys after the termination of this Agreement.
- 14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:
- (A) Obligations under Section 4.3;
 - (B) Obligations under Section 4.4;
 - (C) Obligations under Section 4.7;
 - (D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;
 - (E) Obligations under Section 6;
 - (F) Obligations under Section 7;
 - (G) Obligations under Section 9;
 - (H) Obligations that arise under Section 13.1; and
 - (I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6, Section 13.16 and Section 15 continue to apply to this Section.

15. Notices



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- 15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:

NV Energy
Terry, Steve
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6799
Fax No.: _____
Email Address: sterry@nvenergy.com

Applicant:

CITY OF LAS VEGAS
CLAIR LEWIS CLAIR LEWIS
Physical Address: 400 STEWART AVE, LAS VEGAS, NV 89101
Mailing Address: 400 STEWART AVE, LAS VEGAS, NV 89101
Telephone No.: 000-229-2096
Fax No.: 000-464-5704
Email Address: N/A

- 15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

- 15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

- 16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.



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- 16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.
- 16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.
- 16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.
- 16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.
- 16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.
- 16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:
- (A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or
 - (B) The shortest practical route that Utility deems suitable.
- 16.8 Commission: Public Utilities Commission of Nevada.
- 16.9 Contributions in Aid of Construction ("CIAC"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.
- 16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; appraisals; compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.
- 16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.
- 16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date.
- 16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("PID") to this project.



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- 16.14 Effective Date: The date this Agreement is last signed below.
- 16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will remit to Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).
- 16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.
- 16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.
- 16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.
- 16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
- 16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.
- 16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
- 16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.
- 16.23 Property: The premises owned or controlled by Applicant commonly known as STELLA LAKE/MOUNT MARIAH and further described as being within 13921313016.
- 16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.
- 16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.
- 16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.
- 16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- 16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.



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- 16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.
- 16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 08/12/2011.
- 16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]



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UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form


John S. Ridilla
Deputy City Attorney

9/13/11
Date



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Exhibit A
Design

[Attached]



**RULE 9
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Date Prepared: 08/12/2011

**Exhibit B
Cost Worksheet**

[Attached]

Cost Worksheet ("Exhibit - B")



Project ID: 000002690	Project Title: FIRE STATION #106
Units: 1	KVA: 55
Contract Type:	NVEnergy Contract: State Fund
Estimate Version: 1	Estimate Request Number: 18552

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	9,583.00	9,583.00	0.00	0.00
Material & Overhead	20,885.00	20,885.00	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permit & Voucher	0.00	0.00	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	0.00	0.00	0.00	0.00
Total Amount	30,468.00	30,468.00	0.00	0.00

Applicant Allocation

Refundable		Non-Refundable	
		A	
Applicant Cost Subject to Refund	30,468.00	Applicant Non-Refundable Cost	0.00
Proportionate Share	0.00	(Subject to Salvage Credit & Not Subject to Excess Allowance)	
Proportionate Share Waived	0.00	Salvage Credit to be applied	
Refund Subject to Allowance & Excess Salvage	30,468.00	Excess Salvage Credit to be applied from B	0.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00	Applicant Non-Refundable Cost	0.00
		(Not Subject to Excess Allowance After applying Salvage Credit)	
		B	
Current Allowance	7,560.00	Applicant Non-Refundable Cost	0.00
Total Applicant Refundable Cost After applying salvage	22,908.00	(Subject to Salvage Credit & Excess Allowance)	
		Salvage Credit to be applied	
		Excess Salvage Credit to be applied from A	0.00
		Applicant Non-Refundable Cost	0.00
		(Subject to Excess Allowance After applying Salvage Credit)	
		Excess Allowance	0.00
		Applicant Non-Refundable	0.00
		(After applying Excess Allowance and Salvage Credit)	
		Total Non-Refundable	0.00

Removal of Existing Facilities	0.00
Total Taxable Non-Refundable Cost	0.00
Total Non-Taxable Non-Refundable Cost	0.00

Advance Summary

Advance Subject to Refund		Current Tax Rate	0.0000
Non-Taxable Advance	0.00	Total Non-Taxable	0.00
Taxable Advance	22,908.00	Total Taxable (Less Tax)	22,908.00
Tax	0.00	Total Tax	0.00
Total Advance Subject to Refund	22,908.00	Total Contract Amount	22,908.00

Non-Refundable Advance		(subject to credits)	
Non-Taxable Advance	0.00		
Taxable Advance	0.00		
Tax	0.00		
Substructures Tax	0.00		
Total Non-Refundable Advance	0.00		
Total Contract Amount	22,908.00		
(subject to credits)			

Applicant Installed Conduit Credit	0.00
Applicant Installed Oversized Facilities Credit	0.00
Applicant Installed Facilities Credit	0.00
Applicant Installed Service	0.00
Reimbursement Credit	
Total Applicant Credits	0.00

Utility Betterment Expenses	
Retention Percentage	0.00
Applicant Credit	0.00
Retention Amount	0.00
Design Advance	0.00
Total Applicant Advance/Credit	22,908.00



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**Exhibit C
Allowance Worksheet**

[Attached]

Allowance Worksheet ("Exhibit - C")



Project ID : 0000192690 Project Title : FIRE STATION #106 Short Life Years : N/A

Initial Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA	Build out Factor	Allowance Mtr/Unit/kVA	Allowance Multiplier unit/meter/kVA	Short Life Adjustment	Initial Allowance
No	LGS-1		86.00	kVA X	65.12%	= 56.00 X \$	135.00 X	N/A	= \$ 7,560.00
Total Initial Allowance									\$ 7,560.00

Total Proposed Allowance \$ 11,610.00

Potential Future Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA	Build out Factor	Allowance Mtr/Unit/kVA	Allowance Multiplier unit/meter/kVA	Short Life Adjustment	Potential Future Allowance
No	LGS-1		86.00	kVA X	34.88%	= 30.00 X \$	135.00 X	N/A	= \$ 4,050.00
Total Potential Future Allowance									\$ 4,050.00

Remaining Project Allowance \$ 4,050.00



Allowance Worksheet (Exhibit - C')

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

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

$\text{ELEPA} \times \text{Build-Out Factor}$

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section 8.3. The multiplier varies by service type and rate class.



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Exhibit D-1

Insurance Coverages

(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing any work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.
 - (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.



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3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.
4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars (\$1,000,000.00) per occurrence for comprehensive general liability, one million dollars (\$1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars (\$500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.
5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.



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Exhibit D-2
Insurance Coverages
(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.
 - (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.



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Date Prepared: 08/12/2011

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.
4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars (\$1,000,000.00) per occurrence for comprehensive general liability, one million dollars (\$1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars (\$500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.
5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PUBLIC WORKS

DIRECTOR: JORGE CERVANTES

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Supplemental Interlocal Contract No. 3 - 638c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding in the amount of \$28,000 for improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation projects (\$28,000 – Public Works Capital Project Fund [CPF]) – All Wards

Fiscal Impact

☐
☒

No Impact

☐

Augmentation Required

Budget Funds Available

Amount: \$28,000

Funding Source: Road & Flood CPF

Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on June 10, 2010 and Supplemental Interlocal Contracts dated January 13, 2011 and April 14, 2011 for improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects. This Supplemental Interlocal Contract No. 3 will change the scope of the project and increase project funding in the amount of \$28,000 for city-wide trails maintenance. Total cost of the project shall not exceed \$4,545,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 3 – 638c

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
ARTERIAL RECONSTRUCTION PROJECTS FISCAL YEAR 2011**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3, made and entered into this 11th day of August, 2011 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY and the Regional Transportation Commission of Southern Nevada hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, a Project to design, perform construction inspection and construct roadway improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects, being located totally within the CITY, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated June 10, 2010, and Supplemental Interlocal Contracts on January 13, 2011 and April 14, 2011; and,

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

WHEREAS, the CITY desires to change the scope of the Project and increase Project funding.

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling, traffic striping as necessary and trails. Where applicable, wheel chair ramps will be installed at curb returns and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes and bike paths will be part of the striping of the finished roadway as long as the bike lane or path is part of the Bicycle and Pedestrian Element of the Regional Transportation Plan. The PROJECT is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

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

The RTC agrees to provide from Senate Bill 5 (SB5) funding for Project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction and engineering shall not exceed \$4,545,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed \$4,445,000 and for engineering design at a cost not to exceed \$100,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated June 10, 2010 and Supplemental Interlocal Contracts dated January 13, 2011 and April 14, 2011 shall remain unchanged.

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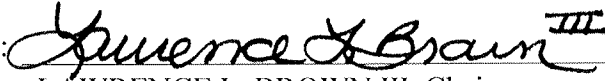
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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

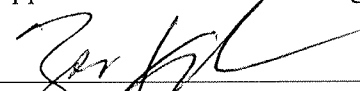
August 11, 2011

BY: 
LAWRENCE L. BROWN III, Chairman

Attest:


JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:


ZEV KAPLAN, General Counsel

Date of Council Action:

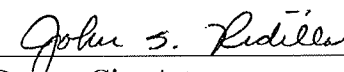
CITY OF LAS VEGAS

BY: _____
CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

 8/1/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2011

Location / Limits	Project Type	Type of Work										Estimated Costs
		A	B	C	D	E	F	G	H	I	J	
Cheyenne Ave- Durango Dr to Hualapai Way (with Sawtooths)	Thin overlay, light repairs	X	X	X	X	X	X	X				\$ 1,200,000
Fort Apache- Alexander Rd to Cheyenne Ave (with Sawtooths)	Thin overlay, light repairs	X	X	X	X	X	X	X				\$ 780,000
Torrey Pines Drive - Cheyenne to Washington	Thin overlay, light repairs	X	X	X	X	X	X	X				\$ 750,000
Rainbow - Gowan to Red Coach	Thin overlay, light repairs	X	X	X	X	X	X	X				\$ 1,187,000
Ann Road - US 95 to Durango	Thin overlay, light repairs	X	X	X	X	X	X	X				\$ 600,000
Trails												\$ 28,000
Total City of Las Vegas Formula Funds:												\$ 4,545,000

A = Crack Seal
B = Asphalt Patch
C = Concrete Repairs
D = ADA compliance
E = Pavement/Base Replacement

F = Inter-connect cable/conduit (as needed)
G = Thin overlay
H = Structural overlay
I = Engineering Design
J = Maintenance

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

For possible action to approve a Supplemental Interlocal Contract No. 7 - 481g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of \$200,000 for engineering design of City Parkway - D Street Connector (\$200,000 – Road & Flood Capital Project Fund [CPF]) – Ward 5 (Barlow)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$200,000**Funding Source:** Road & Flood CPF**Dept./Division:** PW/City Engineer**PURPOSE/BACKGROUND:**

The City of Las Vegas entered into an Interlocal contract with the Regional Transportation Commission of southern Nevada (RTC) on August 12, 2004 and Supplemental Interlocal Contracts dated February 8, 2007, April 12, 2007, May 17, 2007, November 13, 2008, March 11, 2010 and June 9, 2011 for the engineering design of City Parkway – D Street Connector between Grand Central Parkway and I-15. This supplemental Interlocal Contract No. 7 will increase project funding in the amount of \$200,000. The engineering design of the project has been completed by the Nevada Department of Transportation (NDOT). The City of Las Vegas will reimburse NDOT for the engineering design costs. Total cost of the project shall not exceed \$307,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 7 – 481g

SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7

CITY PARKWAY – D STREET CONNECTOR

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7, made and entered into this 11th day of AUGUST, 2011 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC”.

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on August 12, 2004 and Supplemental Interlocal Contracts on February 8, 2007, April 12, 2007, May 17, 2007, November 13, 2008, March 11, 2010 and June 9, 2011 for an alignment study for City Parkway - D Street Connector between Grand Central Parkway and I-15, being located totally within the CITY; and,

WHEREAS, the RTC previously granted extension of completion and a “Revised Authorization to Proceed” for engineering, right-of-way other and right-of-way acquisition; and,

WHEREAS, the CITY desires to increase Project funding.

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

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

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

1. The total cost for engineering design, contract administration, right-of-way engineering, and right-of-way negotiations and acquisition shall not exceed \$307,000 which includes all of the above items.
2. A revised “Authorization to Proceed” will be issued for engineering design at a cost not to exceed \$100,000, right-of-way acquisitions at a cost not to exceed \$150,000 and right-of-way other at a cost not to exceed \$57,000, at the time written Authorization to Proceed is received from the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated August 12, 2005 and Supplemental Interlocal Contracts on February 8, 2007, April 12, 2007, May 17, 2007, November 13, 2008, March 11, 2010 and June 9, 2011 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 7 is effective as of the date first set forth above.

Date of Commission Action:

August 11, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Jecia Hutchinson
JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

Zey Kaplan
ZEY KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

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

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

For possible action to approve a Supplemental Interlocal Contract No. 1 - 685a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to change the scope of the project and increase project funding in the amount of \$527,000 design and construction of the Fiscal Year 2012/2013 Arterial Reconstruction Projects (\$527,000 – Public Works Capital Project Fund [CPF]) – All Wards

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$527,000**Funding Source:** Public Works CPF**Dept./Division:** PW/City Engineer**PURPOSE/BACKGROUND:**

The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on July 14, 2011 for improvements associated with the Fiscal Year 2012/2013 Arterial Reconstruction Program to prolong the life of existing arterial roadways. This Supplemental Interlocal Contract No. 1 will change the scope of the project and increase project funding in the amount of \$527,000. Total cost of the project shall not exceed \$927,000. The RTC approved this contract at their August 11, 2011 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 1 – 685a

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
ARTERIAL RECONSTRUCTION PROJECTS
FISCAL YEAR 2012/2013**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this 11th day of August, 2011, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, a Project to design, perform construction inspection and construct roadway improvements for CITY Arterial Reconstruction Program, hereinafter referred to as PROJECT, being located wholly within the CITY, has been approved by the RTC; and,

WHEREAS, the parties have executed an Interlocal Contract dated July 14, 2011; and,

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

WHEREAS, the CITY desires to change the scope of the Project and increase Project funding.

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

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the Fiscal Year 2012/13 Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling and traffic striping as necessary. Where applicable, wheel chair ramps will be installed at curb returns, ADA upgrades and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes and bike paths will be part of the striping of the finished roadway as long as the bike lane or path is part of the Bicycle and Pedestrian Element of the Regional Transportation Plan. The PROJECT is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

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

The RTC agrees to provide funds 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 project cost for construction and engineering shall not exceed \$927,000.
2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed \$25,000 and for construction in an amount not to exceed \$902,000, at the time written "Authorization to Proceed" is received from the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated July 14, 2011 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:

REGIONAL TRANSPORTATION COMMISSION

August 11, 2011

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Jecia Hutchinson
JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

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

EXHIBIT A

Arterial Reconstruction Program Projects
Fiscal Year 2012/13

Update:7/12/2011

Location / Limits	Project Type	Type of Work										Estimated Costs
		A	B	C	D	E	F	G	H	I	J	
Shadow Lane - Alta to Charleston	Thin overlay, light repairs				X			X		X		\$ 400,000
Lone Mountain Rd - CC215 to Alpine Ridge	Thin overlay, light repairs				X			X	X	X		\$ 527,000
Total City of Las Vegas Formula Funds:												\$ 927,000

A = Crack Seal
B = Asphalt Patch
C = Concrete Repairs
D = ADA compliance
E = Pavement/Base Replacement

F = Inter-connect cable/conduit (as needed)
G = Thin overlay
H = Structural overlay
I = Engineering Design
J = Maintenance

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

R-42-2011 - Public Hearing for possible action regarding a Resolution authorizing a various purpose medium-term loan in an amount not to exceed \$36,500,000, authorizing an officer of the City to forward materials to the Department of Taxation of the State of Nevada, authorizing the sale of General Obligation Medium-Term obligations and executing documents related thereto for the purpose of acquiring, constructing, improving and equipping building projects, fire protection projects and street projects - All Wards

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$36,500,000**Funding Source:** General CPF, Parks & Leisure Activity CPF, Public Works CPF, Fire Services CPF**Dept./Division:** Finance Department**PURPOSE/BACKGROUND:**

The city, in accordance with NRS 350.087 to 350.095, requests approval for arranging a medium-term loan in one series in order to finance the costs of the following projects: \$3.5M for Westside School improvements to be repaid with license plate revenues provided by the Centennial Commission, energy efficient street light projects of \$18.2M to be repaid from energy cost savings generated by the project, sidewalk replacement projects of \$4.6M to be repaid with Community Development Block Grants (CDBG) and fire protection projects of \$10.1M to be repaid with the City's Fire Safety Initiative (FSI) monies.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Resolution No. R-42-2011

Summary - a resolution authorizing reimbursement of prior expenditures from bond proceeds, authorizing medium-term obligations and the forwarding of materials to the State Department of Taxation.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING MEDIUM-TERM OBLIGATIONS IN AN AMOUNT OF UP TO \$31,000,000, FOR THE PURPOSES OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING BUILDING PROJECTS, FIRE PROTECTION PROJECTS AND STREET PROJECTS; DIRECTING THE OFFICERS OF THE CITY TO FORWARD MATERIALS TO THE DEPARTMENT OF TAXATION OF THE STATE OF NEVADA; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AUTHORIZING THE SALE OF THE OBLIGATIONS; AND PROVIDING OTHER MATTERS RELATING THERETO THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Las Vegas, Nevada (the “Council,” “City,” and “State,” respectively) proposes to incur medium-term obligations of the City in an amount up to \$31,000,000 (the “Obligations”) in one series or more under Chapter 350 of Nevada Revised Statutes (“NRS”), in order to finance the cost to acquire, improve, equip, operate and maintain building projects as defined in NRS 268.676, street projects as defined in NRS 268.722 and fire protection projects as defined in NRS 268.688 and the cost of planning, acquisition, improvement, equipping, maintenance and operation of an enterprise which is authorized by the Redevelopment Law as defined in NRS 279.382 to 279.680, inclusive, including the historic preservation of public buildings (collectively, the “Project”); the Obligations to bear interest at a rate or rates which do not exceed by more than 3% the “Index of Twenty Bonds” most recently published in The Bond Buyer before bids are received for the Obligations or negotiated offers are accepted, and to mature within 10 years of the date of issuance thereof, in order to pay the costs of the Project (the “Proposal”); and

WHEREAS, the Council has determined that legally available funds of the City will at least equal the amount required in each year for the payment of interest and principal on the Obligations; and

WHEREAS, NRS 350.087 requires that a notice of intention to authorize medium-term obligations be published not less than 10 days prior to the consideration of a resolution authorizing medium-term obligations; and

WHEREAS, a notice of intention to act upon the resolution authorizing the Obligations has been duly published in a newspaper of general circulation in the City not less than 10 days prior to the date of a public hearing thereon, and such public hearing was held prior to adoption of this resolution; and

WHEREAS, all comments made at the public hearing have been duly considered by the Council and the minutes of such public hearing are attached hereto as Exhibit C; and

WHEREAS, the Council expects to incur certain expenditures relating to the Project prior to issuance of the Obligations, and the City intends to reimburse itself for such prior expenditures with proceeds of the Obligations issued in the maximum principal amount of \$31,000,000.

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

Section 1. This resolution is hereby designated by the short title the “2011 Medium-Term Authorization Resolution” (the “Resolution”).

Section 2. The Council hereby finds and determines that the public interest requires medium-term obligations to finance the costs of the Project, in an amount not exceeding \$31,000,000.

Section 3. The facts upon which the finding stated in Section 2 above are:

(a) There is a need to acquire, improve and equip the Project in the City for the safety and welfare of the City’s employees, residents and visitors.

(b) It is in the best interests of the City and its inhabitants, and would best serve the safety and welfare thereof, if the Project is now accomplished, thereby assisting in alleviating the needs mentioned in (a) above;

(c) It is not feasible to finance the Project from other funds of the City, among other reasons, because of restraints on the City’s budget for the current fiscal year and other demands on and needs for existing funds of the City.

Section 4. The City hereby declares its intent to reimburse the costs of the Project out of the Obligations. This is a declaration of official intent under Section 1.150-2 of the Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Section 5. The Council hereby determines and declares that:

(a) The City intends to incur expenditures with respect to the Project prior to the incurrence of the Obligations and to reimburse those expenditures from the proceeds of the Obligations; and

(b) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Obligations is consistent with the City's budgetary and financial circumstances as of the date of this Resolution. The City does not currently have moneys which are, nor does the City reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the City's budget to pay the expenditures which the City intends to reimburse.

Section 6. The City proposes to borrow a sum not to exceed \$31,000,000 at an annual effective interest rate estimated to be 5.00% for all series to be repaid over a period of not more than 10 years. The Obligations shall be evidenced by the issuance by the City of the Obligations in one or more series evidenced by medium-term negotiable notes or bonds which mature not later than 10 years after the date or dates of issuance (which term does not exceed the useful life of the Project), and the interest rate on the Obligations shall not exceed by more than 3 percent the "Index of Twenty Bonds" which is most recently published in The Bond Buyer before bids are received or a negotiated offer is accepted.

Section 7. The Chief Financial Officer or his designee (the "CFO") is hereby authorized to arrange for the issuance and sale of the Obligations in an amount not more than \$31,000,000, and to carry out the Project, subject to ratification by Council through adoption of a bond ordinance or ordinances authorizing the Obligations (the "Ordinance"). The Obligations issued to effect the Project shall be issued on such other terms and conditions as the Council determines, all as provided in NRS 350.087 to 350.095, inclusive, NRS 350.500 to 350.720, inclusive, and as authorized by the CFO at the time of sale of such medium-term notes or bonds and thereafter ratified by the Council as set forth in this Resolution.

Section 8. The Obligations shall not be paid in whole or in part from a levy of a special tax which is exempt from the limitations on the levy of ad valorem tax, but shall be paid

from other legally available funds of the City, including, without limitation, monies in the City's General Fund, the Housing and Urban Development Special Revenue Fund and the Fire Safety Initiative Special Revenue Fund estimated to range from \$3,900,000 to \$4,100,000 per year, for a period not to exceed 10 years.

Section 9. The officers of the City be and the same hereby are authorized and directed to take all action necessary to effectuate the provisions of this Resolution, including, without limitation, forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada, and, if necessary, amending the City's capital improvement plan to include the Project, if necessary.

Section 10. The CFO is authorized to offer for sale the Obligations in the maximum aggregate principal amount of \$31,000,000 in such manner as he shall determine, and he is authorized to specify the terms and details of the Obligations, including, without limitation, the maturity date or dates, the interest rate or rates, the redemption features, if any, and the other terms and conditions thereof; all subject to ratification by the Council by adoption of the Ordinance.

Section 11. The officers of the City are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limitation, assembling of financial and other information concerning the City, the Project and the Obligations, and preparing and circulating an official statement for the Obligations or negotiating the terms of sale of the Obligations, and, if deemed appropriate by the CFO, preparing and circulating a request for proposals or a preliminary official statement, a notice of sale for the Obligations, or both, in the forms specified by the CFO. The CFO is authorized to deem the official statement or preliminary official statement, if any, to be a "final" official statement on behalf of the City for the purposes of Rule 15(c)2-12 of the Securities and Exchange Commission.

Section 12. The CFO shall, after arranging for the sale of the Obligations and after approval of the Obligations by the Executive Director of the Department of Taxation of the State of Nevada, present the proposed terms of the Obligations to the Council for its approval by adoption of the Ordinance.

Section 13. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 14. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 15. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 16. This Resolution shall become effective upon passage and approval, except for Sections 10 and 11 of this Resolution which shall become effective upon the approval hereof by the Executive Director of the Department of Taxation of the State of Nevada as provided in NRS 350.089, which approval shall be recorded in the minutes of the Council in conjunction with the adoption of the Ordinance.

**PASSED AND ADOPTED AND APPROVED BY AN AFFIRMATIVE
VOTE OF AT LEAST TWO-THIRDS OF THE MEMBERS OF THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA, THIS OCTOBER 5, 2011.**

(SEAL)

Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk

Approved as to Form:

By 

STATE OF NEVADA)
)
 CLARK COUNTY) ss.
)
 CITY OF LAS VEGAS)

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on October 5, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a two-thirds majority of the members of Council as follows:

Those Voting Aye:
 Mayor:
 Councilmembers:

Those Voting Nay: _____

 Those Absent: _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website; at the

principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held; and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

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

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

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

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on July 15, 2009 is attached to this certificate as Exhibit A. A copy of the affidavit of publication of the notice of public hearing is attached hereto as Exhibit B, and a copy of the minutes of the public

hearing held on October 5, 2011, prior to adoption of the resolution is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand on this October 5, 2011.

(SEAL)

Beverly K. Bridges, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

EXHIBIT B

(Attach Affidavit of Publication and Notice of Public Hearing)

EXHIBIT C
(Minutes of Public Hearing)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

NEON MUSEUM BOARD OF TRUSTEES – Adriana Martinez, Class I Trustee – Term
Expiration 9-15-2013

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The articles of incorporation and bylaws allow for three trustees from the City of Las Vegas, appointed by the City Council, to serve on the Board of Trustees. The term of office is for 3 years with no limit to the number of terms that may be served and unexpired terms must be filled. Ms. Martinez was appointed September 1, 2010 with her term to expire September 15, 2013. Ms. Martinez was notified by letter August 10, 2011 that she had been removed due to unexcused absences pursuant to Section 3.3 of the bylaws and her unexpired term must be filled.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Appoint a new Class I Trustee

BACKUP DOCUMENTATION:

1. Current Listing and Authority
2. Board Interest Forms from Jeffrey Smith and Trevor Hayes

2-10-2011

NEON MUSEUM BOARD OF TRUSTEES

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
<u>CITY OF LAS VEGAS APPOINTMENTS UNDER THE NEW BY LAWS ADOPTED 8-21-2002</u>				
1. MARTINEZ, ADRIANA	Class I		9-1-2010 (effective 9-15-2010)	9-15-2013
2. DEANER, NANCY Bus: 229-6712, Fax: 383-6306 Bus: 300 East Charleston, Las Vegas, NV 89104	Class II		10-27-97 (Reap. 10-6-99) (Reap. 6-18-2003) (Reap. 10-5-2005) (Reap. 10-1-2008)	10-27-2011
3. DUFFY, PATRICK	Class III		7-11-2007 (Reap. 9-2-2009)	9-15-2012

AUTHORITY: N.R.S. 82.006 and 82.031 - By-Laws Amended on 8-21-2002 to remove the City of Las Vegas as the sole member of the Neon Museum Board. Three appointments are to be made by the City of Las Vegas to the Board of Trustees, Class I, Class II and Class III.

TERM: Three (3) Classes shall hold office:
Class I, Class II, Class III - After each initial term of office the term of office for each class of Trustee shall be three (3) years, with no limit to the number of terms.
Must fill unexpired term-if appropriate

NOTES: No City residency requirement – No Financial Disclosure Requirement

APPOINTED: 3 members appointed by the City Council.

PURPOSE: In support of the Neon Museum with regard to real property such as historical signs, fundraising and all other activities in furtherance of the goals and objectives of The Neon Museum.

MEETINGS: Meetings are set by the By-Laws of the Neon Museum.

ON AUGUST 21, 2002, BY ACTION OF THE LAS VEGAS CITY COUNCIL AS THE SOLE MEMBER OF THE NEON MUSEUM BOARD, REMOVED THE CITY OF LAS VEGAS AS THE SOLE MEMBER OF THE NEON MUSEUM BOARD. THE ARTICLES OF INCORPORATION AND THE BYLAWS WERE AMENDED TO ALLOW FOR THREE MEMBERS FROM THE CITY OF LAS VEGAS, APPOINTED BY THE COUNCIL TO SERVE ON THE BOARD OF TRUSTEES.



City of Las Vegas Board, Commission, or Committee Interest Form

Name: JEFFREY SMITH

Home Street Address: 10370 BLUE CLAWS LANE

City: LAS VEGAS ZIP Code: 89135

Work Street Address: N/A

City: _____ ZIP Code: _____

Employer: _____ Occupation: ARCHITECT

Home Phone Number: 823-2471 Work Phone Number: _____

Other Phone Number: _____ Email Address: COMPLIARC@AOL.COM

Please list the boards, commissions, or committees that you are interested in serving on:

PLANNING, DOWNTOWN DESIGN, HISTORIC PRESERVATION
NEON MUSEUM BOARD

2011 JAN 25 P 3:07

RECEIVED
CITY CLERK

Page 1 of 2

For office use only	
CLV	Y ☒ N ☐
Ward	<u>4</u> County
Date	<u>1/25/2011</u>

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):

HAVE OVER 30 YEARS EXPERIENCE IN PLANNING
AND DESIGN, CAN HELP LAS VEGAS GROW IN
A MEANINGFUL AND LASTING ECONOMY,
WOULD REPRESENT THE NEEDS OF THE LOCAL COMM.

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.*

RECEIVED
CITY CLERK

2010 MAY 10 A 11:35



City of Las Vegas Board, Commission, or Committee Interest Form

Name: Trevor HayesHome Street Address: 3108 Santa DriveCity: Las Vegas ZIP Code: 89107Work Street Address: ~~6060 Elton Ave, Suite A~~ 3108 Santa DriveCity: Las Vegas ZIP Code: 89107Employer: Casper Levinson Occupation: AttorneyHome Phone Number: 308-9993 Work Phone Number: 366-1125Other Phone Number: _____ Email Address: thaysehayes@nvnv.com

Please list the boards, commissions, or committees that you are interested in
serving on:

Planning Commission, ~~Redevelopment Agency~~, CPAC, ~~Donation~~~~Design Review~~, Historic Preservation, Parks & Rec, Traffic & ParkingCommunity Development Recommendation, Neon Museum, Neighborhood Partners Fund
Arts

For office use only	
CLV	☒ Y ☐ N
Ward	<u>2</u>
Date	<u>5/10/2010</u> <u>5/11/2011</u>

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

City of Las Vegas Collaborative Team for Value Assessment
Program Review

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Trevor Hayes
Addendum to Application

Please discuss your qualifications to serve on any boards, commissions, or committees:

I have been a Southern Nevada resident since 1992 and have always been interested in bettering the community. Many of my professional jobs have allowed me to take such a role (see attached résumé). After college, I worked as a newspaper reporter for the Associated Press and the Las Vegas Review-Journal before attending law school. After law school I began working for Lionel Sawyer & Collins as an administrative attorney, with a significant focus on local land use and state legislative matters.

The experience I gained representing the private sector before local governments has provided me with experience that would help me to serve the City of Las Vegas in a number of areas. I also represented another Southern Nevada city before the Nevada Legislature, providing me greater insight into city government. While my experience would assist me best on the Planning Commission, I am interested in serving on any of a number of boards.

Additionally, I am a 2005 graduate of the Las Vegas Citizens Leadership Academy. This program was run by the City of Las Vegas and introduced a group of citizens to a wide range of city departments.

Trevor Hayes

3108 Sonia Drive
Las Vegas, Nevada 89107
thayes@hayeslawnevada.com
(702) 308-9993

PROFESSIONAL EXPERIENCE:

Hayes Law

Las Vegas, NV

Attorney

September 2009 – Present

- Owner of a firm practicing administrative law, regulatory law, and legislative advocacy
- Representative clients include a \$13 billion international technology company, a real estate developer, and a statewide trade association

Lionel Sawyer & Collins

Las Vegas, NV

Administrative Law Attorney/ Government Affairs Manager

May 2005 – September 2009

- Managed the state Legislative practice and Carson City office for the state's largest private law firm
- Represented more than 25 clients during two regular and three special sessions of the Legislature
- Drafted proposed legislation, testify before legislative committees, and work with legislators
- Advocated for clients in their interactions with state government entities, such as the Nevada Gaming Commission, Tax Commission, Transportation Authority, etc.
- Obtained permits, licenses, and entitlements from local governments
- Developed and implemented marketing strategies for the firm
- Teaching assistant to Bob Faiss in Boyd School of Law gaming law course
- *Super Lawyers* Rising Star, 2008, 2010, awarded to less than 2.5 percent of attorneys under age 40
- *Las Vegas Business Press* Rising Star of Business, 2007, one of 12 recipients
- Named a legislative standout by the Las Vegas Review-Journal, 2007

Meetings Media

San Francisco, CA

News/Features Editor

September 2001 – August 2002

- Wrote and edited stories, and managed a team of 20 freelance writers for travel industry magazines

Las Vegas Review-Journal

Las Vegas, NV

Staff Writer

January 2000 - August 2001

- As a business reporter, covered gaming, labor unions, technology, tourism, retail, and development
- As a suburban government reporter, covered Nevada's second and fourth largest cities
- Received Nevada Press Association, Honorable Mention for best business story

Associated Press

Las Vegas, NV

Reporter

October 1999 - January 2000

- Wrote breaking news and enterprise stories in Las Vegas for the world's largest news organization

The Resort at Summerlin

Las Vegas, NV

Public Relations Manager

April 1999 – October 1999

- Developed communication strategies, wrote press releases, and served as media contact

R & R Advertising

Las Vegas, NV

Assistant Account Executive

September 1998 – March 1999

- Wrote press releases, developed communications plans, and garnered media coverage for clients
- Received Association of Business Communicators Award of Merit for work on youth violence campaign

Freelance Writer

September 1997 - June 2003

- Wrote feature and news stories for local, regional and international publications
- Wrote a column of my experiences as a law student for vault.com

LEGAL INTERNSHIPS:

United States Attorney, Northern District of Illinois
Student Intern

Chicago, IL
 Spring 2005

- Assisted attorneys in trial preparation through legal research and writing
- Prosecuted petty offense cases

Northwestern University School of Law
Bluhm Legal Clinic

Chicago, IL
 Fall 2004

- Drafted motions, conducted investigations, and interviewed witnesses and clients
- Served as rapporteur at a legal aid conference in Africa, which resulted in a UN resolution

New York County (Manhattan) District Attorney
Intern

New York, NY
 Summer 2004

- Sat second seat at a felony jury trial
- Assisted with and observed suspect interrogations, witness interviews, expert interviews, and trials
- Conducted research on substantive and procedural legal issues in preparation for trials

United States District Court, District of Nevada
Judicial Extern for Hon. James C. Mahan

Las Vegas, NV
 Summer 2003

- Briefed the judge on civil and criminal cases and wrote bench memoranda and orders

Cook County State's Attorney
Legal Clerk

Chicago, IL
 Summer 2003

- Honed legal research, writing and analysis by writing appellate briefs for the criminal appeals division

EDUCATION:

Northwestern University School of Law
Juris Doctor

Chicago, IL
 May 2005

- International Team Project, visited Cuba, Thailand, and Cambodia as part of a comparative law course
- Elected by student body to serve as the Student Bar Association representative to the ABA
- Student Admissions Committee: Interviewed prospective students and planned admitted students' day
- Co-founder Media and Entertainment Law Society
- Illinois Bar Foundation scholarship recipient for Northwestern University School of Law
- Received ABA scholarship to attend the Forum on Communications Law annual conference

University of Nevada, Las Vegas
 Bachelor of Arts, Communication Studies – Print Journalism

Las Vegas, NV

- Dean's Honor List
- President, Tau Kappa Epsilon social fraternity, named Brother of the Year and Most Inspirational
- Section-editor and staff writer for Rebel Yell student newspaper serving a student body of 20,000

PROFESSIONAL AND CIVIC AFFILIATIONS:

- Board Member, UNLV Alumni Association
- Founding Board Member, UNLV Greenspun School of Journalism Alumni Association
- Nevada Supreme Court Commission on Access to Justice, Subcommittee for Public Awareness
- Pro bono Volunteer, Children's Attorney Project at the Legal Aid Center of Southern Nevada
- Founding Board Member, Nevada Freedom of Information Coalition
- Founder and chairman, UNLV's Runnin' Rebel Ambassadors
- Co-chair of the State Bar of Nevada Young Lawyers Division Charity Golf Tournament
- Graduate, Las Vegas Citizens Leadership Academy
- Member, State Bar of Nevada

Please find attached a City of Las Vegas, board, commission, or committee interest form.

--

Trevor Hayes
3108 Sonia Drive
Las Vegas, NV 89107

Ph: 702-308-9993
Fax: 702-924-2573

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-32 - ABEYANCE ITEM - For Possible Action - Annexation No. ANX-41279 -
Property location: At the southeast corner of Racel Street and Al Carrison Street; Petitioned by:
Gilcrease Nature Sanctuary; Acreage: 9.33 acres; Zoned: R-A (County zoning), R-E (City
equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located at the southeast corner of Racel Street and Al Carrison Street. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (September 16, 2011) is set by this ordinance. This item was held in Abeyance at the September 7, 2011 City Council meeting.

RECOMMENDATION:

ADOPTION at 9/7/2011 City Council meeting pursuant to the 8/16/2011 Recommending Committee Meeting.

First Reading 8/3/2011; First Publication – 8/25/2011

BACKUP DOCUMENTATION:

1. Bill No. 2011-32 and Location Map
2. Abeyance Request Letter from Hauntec Civil Engineering Services

1
2
3
4
5
6
7
8 **BILL NO. 2011-32**

9 **ORDINANCE NO. _____**

10 AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO
11 PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS
12 INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE
CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-41279)

13 Sponsored by: Councilman Steven D. Ross Summary: Annexes property described
14 generally as located at the southeast corner
of Racel Street and Al Carrison Street.

15 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY
16 ORDAIN AS FOLLOWS:

17 SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are
18 hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the
19 following described real property:

20 Those portions of the South Half (S 1/2) of the Southwest Quarter (SW 1/4)
21 of Section 9, Township 19 South, Range 60 East, M.D.M., in the City of Las
22 Vegas, County of Clark, State of Nevada, being legal #1 legal #2 and legal
#3 as described by GRANT, BARGAIN, SALE, WARRANTY DEED,
recorded in Book 19961227 as Instrument Number 01902 of Clark County,
Nevada Records, described as follows:

23 COMMENCING at the south one sixteenth (S 1/16) central corner of said
24 Section 9, said corner also being the centerline intersection of RACEL
25 STREET (30.00 feet wide as measured from centerline thereof) and
CIMARRON ROAD (40.00 feet wide as measured from centerline thereof);
26 thence along the north line of the Southeast Quarter (SE 1/4) of the
Southwest Quarter (SW 1/4) of said Section 9 and the centerline of RACEL
27 STREET, North 86°45'58" West 681.13 feet to the POINT OF BEGINNING;
thence departing said centerline along the east line of the legal #3 of the
28 aforementioned GRANT, BARGAIN, SALE, WARRANTY DEED, South
00°05'29" East 30.05 feet to the south line of said RACEL STREET; thence

1 continuing South 00°05'29" East 451.22 feet to the north line of LOT 1 of the
2 Parcel Map in File 103, Page 69 of Clark County, Nevada Records; thence
3 along the north line of LOT 1 and LOT 2 of said Parcel Map, North
4 86°45'58" West 785.90 feet to the centerline of AL CARRISON STREET
5 (30.00 feet wide as measured from the centerline thereof); thence along the
6 centerline of said AL CARRISON STREET, North 06°23'36" West 135.15
7 feet; thence departing said centerline, North 86°32'34" West 66.53 feet to the
8 southwest corner of legal #2 of said GRANT, BARGAIN, SALE,
9 WARRANTY DEED; thence along west line of said legal #2, North
10 00°02'12" East 309.73 feet to a point of intersection with a curve on the south
11 line of said RACEL STREET, the radial line bears North 64°11'11" East;
12 thence continuing North 00°02'12" East 37.78 feet to the centerline of said
13 RACEL STREET also being the north line of the South Half (S 1/2) of the
14 Southwest Quarter (SW 1/4) of said Section 9; thence along said north line,
15 South 86°45'58" East 185.46 feet to the Southwest one sixteenth (SW 1/16)
16 corner of said Section 9; thence continuing along said north line and the
17 centerline of said RACEL STREET, South 86°45'58" East 681.03 feet to the
18 POINT OF BEGINNING.

19 BASIS OF BEARING: North 86°45'58" West being the north line of the
20 South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 9, Township
21 19 South, Range 60 East, M.D.M., as shown on Record of Survey in File 68,
22 Page 42 of Clark County, Nevada Records.

23 Prepared by:
24 Brian Yu, PLS
25 Department of Operations and Maintenance
26 Right-of-Way, City of Las Vegas
27 333 N. Rancho Drive, 8th floor
28 Las Vegas, NV 89106
byu@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory
meets the requirements provided by law for annexation to the City for the following reasons:

- A. The area to be annexed was contiguous to the City's boundaries at the
time the annexation proceedings were instituted;
- B. More than one-eighth (1/8) of the aggregate external boundaries of
the area are contiguous to the City;
- C. The territory proposed to be annexed is not included within the
boundaries of another incorporated city or within the boundaries of
any unincorporated town as those boundaries existed as of July 1,
1983;
- D. The City is eligible to annex the described territory since the
landowners have signed a petition constituting one hundred percent

1 (100%) of the owners of record of individual lots or parcels of land
2 within the annexation area.

3 SECTION 3: The City will provide police protection through the Las Vegas
4 Metropolitan Police Department, fire protection, street maintenance, and library services
5 immediately upon annexation. Garbage collection by the company franchised by the City
6 will also be provided immediately. The City sanitary sewer system will serve the proposed
7 annexation area. Any connection to or extension of this sewer line to serve the annexation
8 area shall be at the expense of the landowners. Other services, such as participation in the
9 City's recreational programs, special education classes and programs, public works planning,
10 building inspections, and other City services will also be available immediately. Utilities
11 such as gas, electricity, telephone, and water are provided by private utility companies and
12 other services to the area will not be affected by annexation. Street paving, curbs and gutters,
13 sidewalks and street lights which are not in place at the time of annexation will be installed
14 in the presently developed areas upon the request of the property owners and at their expense
15 by means of special assessment districts. Such improvements will be extended into the
16 undeveloped areas as development takes place and the need therefor arises, and will be
17 located according to the needs of the area at that time. Such installations will also be made
18 at the expense of the property owners, either by means of special assessment districts or as
19 prerequisites to the approval of subdivision plats, building permits or other land use or
20 development applications.

21 SECTION 4: The annexation of the described territory shall become
22 effective on the 16th day of September, 2011, and on that date the City will have the funds
23 appropriated in sufficient amount to finance the extension into the described territory of
24 police protection, fire protection, street maintenance, street sweeping, and street lighting
25 maintenance.

26 SECTION 5: The described territory, together with the inhabitants and
27 property thereof, shall, from and after the 16th day of September, 2011, be subject to all
28 debts, laws, ordinances and regulations in force in the City and shall be entitled to the same

1 | privileges and benefits as other parts of the City, and shall be subject to municipal taxes
2 | levied by the City.

3 | SECTION 6: The City Engineer is hereby instructed to cause to be prepared
4 | an accurate map or plat of the described territory and to record the map or plat, together with
5 | a certified copy of this ordinance, in the office of the County Recorder of Clark County,
6 | Nevada, which recording shall be done prior to the 16th day of September, 2011.

7 | SECTION 7: The described territory, which previously has been zoned R-A
8 | (County of Clark classification), is hereby classified as R-E (City of Las Vegas
9 | classification), which is deemed to be the City equivalent of the County classification.

10 | SECTION 8: If any section, subsection, subdivision, paragraph, sentence,
11 | clause or phrase in this ordinance or any part thereof is for any reason held to be
12 | unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such
13 | decision shall not affect the validity or effectiveness of the remaining portions of this
14 | ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that
15 | it would have passed each section, subsection, subdivision, paragraph, sentence, clause or
16 | phrase thereof irrespective of the fact that any one or more sections, subsections,
17 | subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
18 | or ineffective.

19 | ...

20 | ...

21 | ...

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23 | ...

24 | ...

25 | ...

26 | ...

27 | ...

28 | ...

1 SECTION 9: All ordinances or parts of ordinances, sections, subsections,
2 phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las
3 Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this _____ day of _____,
5 2011.

6 APPROVED:

7
8 By _____
9 CAROLYN G. GOODMAN, Mayor

10 ATTEST:

11 _____
12 BEVERLY K. BRIDGES, MMC
13 City Clerk

14 APPROVED AS TO FORM:

15 *Val Steed* 7-19-11
16 _____
17 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the _____ day of _____, 2011, and referred to the following committee
3 composed of _____ and _____ for
4 recommendation; thereafter the said committee reported favorably on said ordinance on the
5 _____ day of _____, 2011, which was a _____ meeting of
6 said Council; that at said _____ meeting, the proposed ordinance was
7 read by title to the City Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

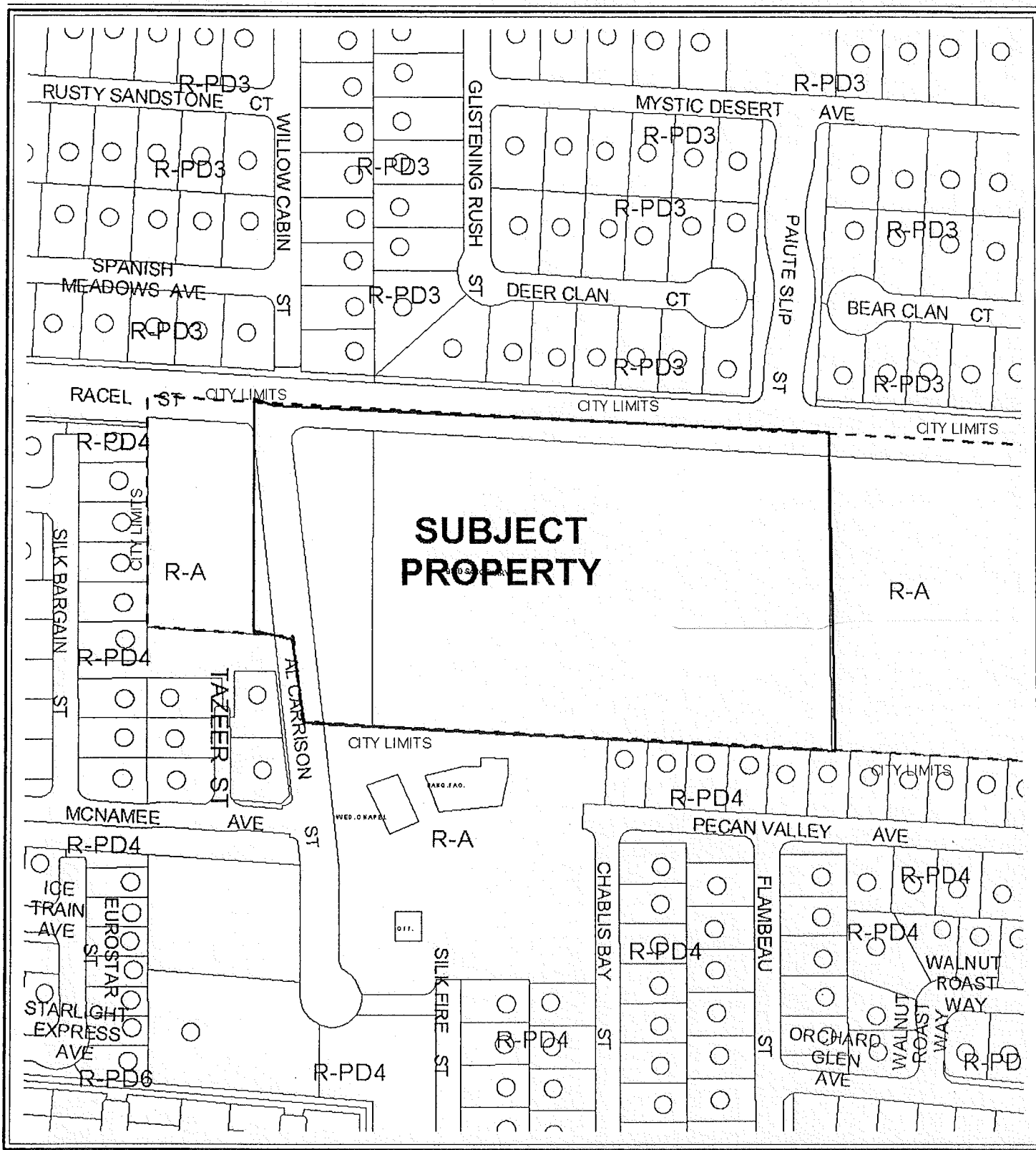
10 ABSENT: _____

11
12 APPROVED:

13 By _____
14 CAROLYNG. GOODMAN, Mayor

15 ATTEST:

16 BEVERLY K. BRIDGES, MMC _____
17 City Clerk
18
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24
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CASE: ANX-41279

0 300 600 Feet



HAUNTEC

Civil Engineering Services

2721 Ironside Drive
Las Vegas, Nevada 89108
(702) 219-5785

September 6, 2011

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Attn: Beverly Bridges, City Clerk

Subject: **GILCREASE NATURE SANCTUARY – Annexation**

Dear Ms. Bridges:

This letter is request that Line Item # 42 on the City Council agenda for September 7, 2011 be held over for 30 days to allow for mapping issues to be recorded in Clark County.

It has come to our attention that a Parcel Map by Baughman & Turner Engineering firm has not recorded in Clark County. This map defines the east property line to Gilcrease Nature Sanctuary. According to, Tina Garrison at the Clark County Surveyor office, if the Annexation of the Gilcrease Nature Sanctuary occurs before the Parcel Map records, the map will be withdrawn, and the applicant would have to re-start the mapping process.

To avoid this situation the Gilcrease Nature Sanctuary is requesting to delay the City Council action for one month to allow for the Parcel Map by Baughman & Turner to record.

If you have any questions or need additional information, please contact me.

Sincerely,

Joe Alvin Haun, PE, MSE
Owner
www.HauntecEng.com2011 SEP -6 P 5:06
RECEIVED
CITY CLERK

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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:

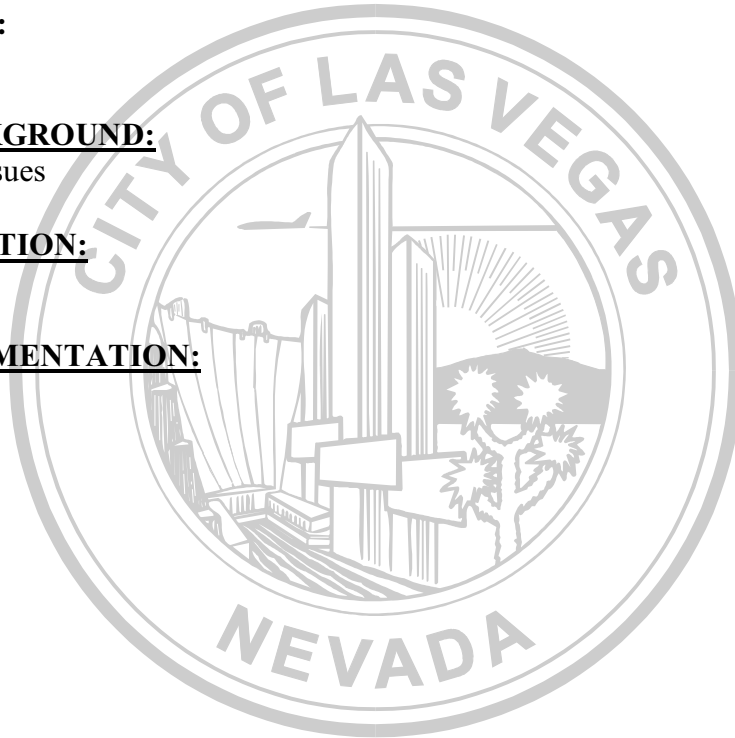
To discuss labor issues

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: BUILDING AND SAFETY

DIRECTOR: CHRIS KNIGHT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - 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. This item was held in Abeyance from the September 21, 2011 City Council Meeting

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
6. Site Photos submitted by Staff

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 5, 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.

06/22/2011 WED 12:42 FAX

02005/006



Request for a Waiver and/or Reduction of Civil Penalties Application



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: 702-814-0925

E-mail: reo@welcometohomenevada.co 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: Mark Hostetler WHN-Realty Date: 6-22-11

Signature of Owner: Raymond Braxton Date: 6-27-11

For Office Use Only:

Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

06/22/2011 WED 13:42 FAX

0000000000

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.)

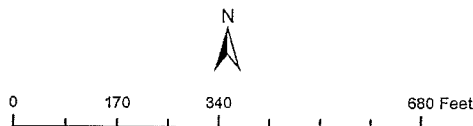
Fannie Mae has now taken full possession of this property and it was assigned to our office on 03-18-11. Since this time, Fannie Mae has fully secured, cleaned, and renovated this home hereby removing all nuisances and enhancing its contribution to the neighborhood.

Describe the immediate plans for the property, including any planned improvements: (You may attach additional sheets if needed.)

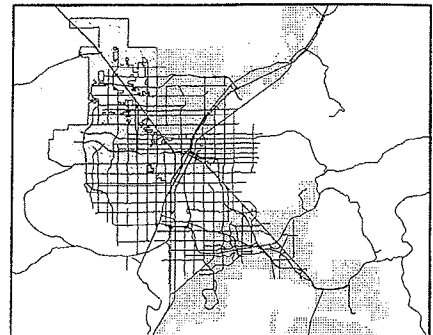
All nuisances have been removed and the property renovated. Fannie Mae requests the removal of all fines and liens totaling \$42,124.61. Again, these items were remedied once Fannie Mae took full possession of this property.

3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN/DURANGO

City of Las Vegas Vicinity Map

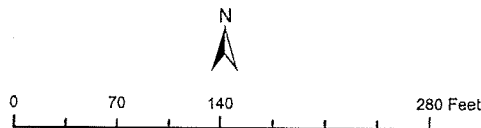
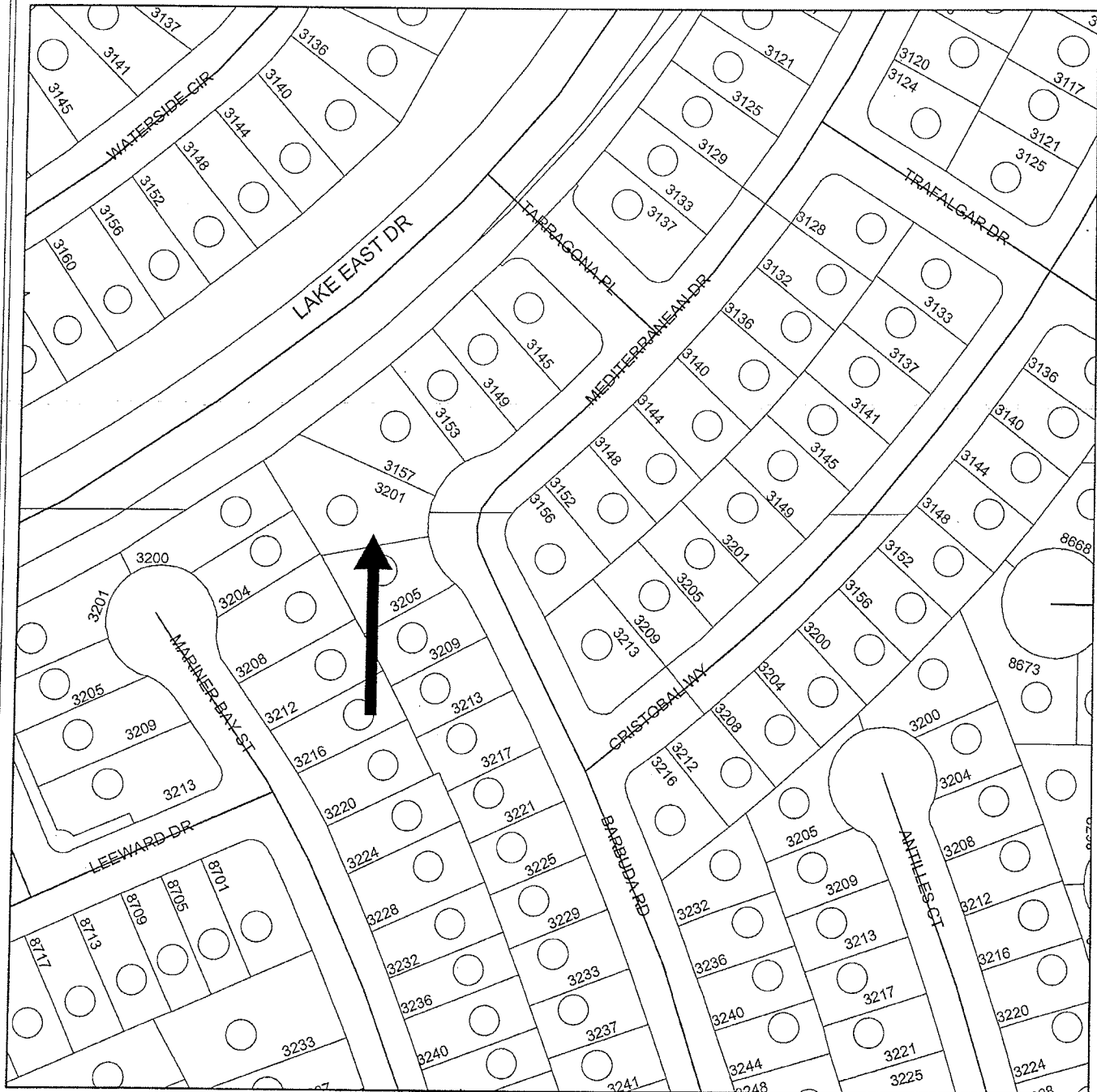


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Due to continuous development activity
this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-225-6301

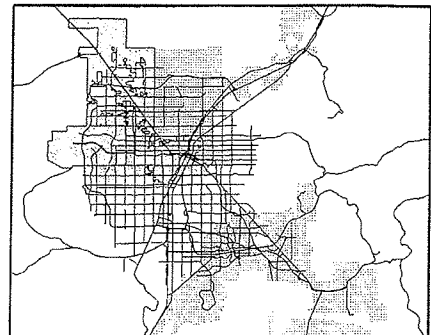


3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN//DURANGO

City of Las Vegas Vicinity Map



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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



NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 2011

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

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



3156 MEDITERRANEAN DR. WAIVER REQUEST CURRENT



3156 MEDITERRANEAN DR. WAIVER REQUEST CURRENT



3156 MEDITERRANEAN DR. WAIVER REQUEST CURRENT



3156 MEDITERRANEAN DR. WAIVER REQUEST PRE-ABATEMENT



PRE-ABATEMENT



PRE-ABATEMENT



3156 MEDITERRANEAN DR. WAIVER REQUEST

PRE-ABATEMENT



PRE-ABATEMENT



3156 MEDITERRANEAN DR. WAIVER REQUEST

3156 MEDITERRANEAN DR. WAIVER REQUEST POST-ABATEMENT



POST-ABATEMENT



POST-ABATEMENT



3156 MEDITERRANEAN DR. WAIVER REQUEST



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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 4217 Evergreen Place for fees in the amount of \$1,671.50 (General Fund) and assess a maximum of \$35,500 in daily civil penalties. PROPERTY OWNER: DAMON SCOTT BROWN - Ward 1 (Tarkanian)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$1,671.50**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 Weaver Construction to remove all high vegetation, 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 \$49,000.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$650 invoice for Weaver Construction, \$97.50 administrative fee, and \$924 in reinspection fees (including late fees) for a total of \$1,671.50 to be recorded immediately, and consider assessing a maximum of \$35,500 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
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 5, 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 4217 Evergreen Place for fees in the amount of \$1,671.50 (General Fund) and assess a maximum of \$35,500 in daily civil penalties. PROPERTY OWNER: DAMON SCOTT BROWN – Ward 1 (Tarkanian)

Weaver Construction completed work on August 19, 2011 at a cost of \$650; \$924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of \$1,671.50.

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.

4217 EVERGREEN PLACE
CROSS STREETS - CHARLESTON//VALLEY VIEW

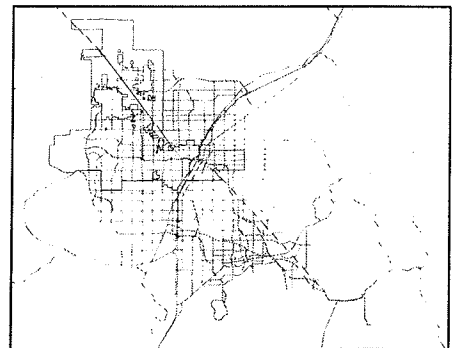
City of Las Vegas Vicinity Map



0 260 520 1,040 Feet

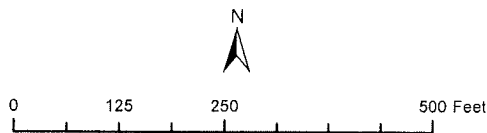
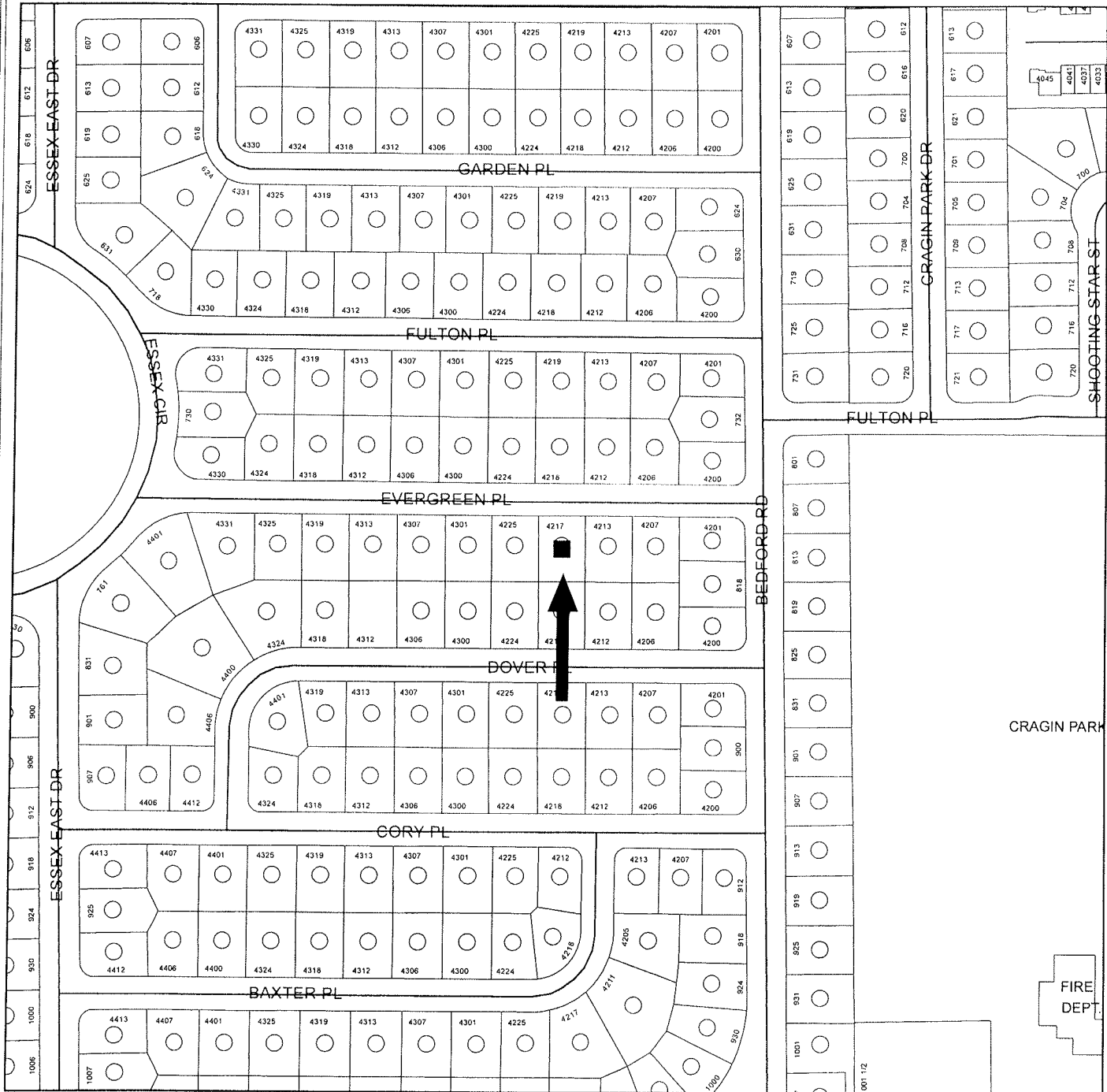


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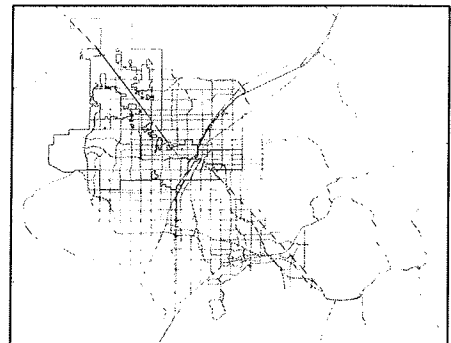


4217 EVERGREEN PLACE
CROSS STREETS - CHARLESTON VALLEY VIEW

City of Las Vegas Vicinity Map



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Planning & Development Dept
702-229-6301



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: September 15, 2011
Re: Report of Expenses for the abatement of nuisance located at 4217 Evergreen Place - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all high vegetation, and applying herbicide. The abatement was completed by Weaver Construction on August 19, 2011 at a cost of \$650.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all high vegetation.	\$480.00
Apply herbicide.	\$170.00
AMOUNT DUE:	\$650.00
Administrative Processing Fee:	\$97.50
Sub-Total:	\$747.50
Reinspection Fees (w/late fees):	\$924.00
TOTAL AMOUNT DUE:	\$1,671.50
Daily Civil Penalties – 71 days @ \$500 a day (including penalty fees already assessed) June 10, 2011 to August 19, 2011	\$35,500.00
MAXIMUM TOTAL:	\$37,171.50
OWNER OF RECORD	DAMON SCOTT BROWN
PROPERTY ABATED:	4217 Evergreen Place
	Las Vegas, NV 89107
ASSESSOR PARCEL:	139-31-411-132
LEGAL DESCRIPTION:	HYDE PARK SUB #1
	PLAT BOOK 3 PAGE 56
	LOT 128 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

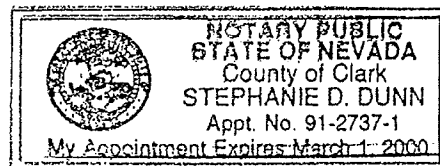
I certify under penalty of perjury, that the foregoing list is
full and complete.

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





NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

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

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, OCTOBER 5, 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 **4217 Evergreen Place – Case No. 101080**. The Director of Building and Safety certifies that the sum of **\$1,671.50** was expended and Civil Penalties in the sum of **\$35,500.00** may be imposed for a total of **\$37,171.50**. Owner of record at time of abatement: **DAMON SCOTT BROWN – Ward 1 (Tarkanian)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov





City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 101080

4217 EVERGREEN PL - Map # 02422-84 Parcel 13931411132

Owner Information:

BROWN DAMON SCOTT
7821 SILVER PLATEAU AVE
LAS VEGAS, NV 89128-2656

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: At 4217 Evergreen Place the front yard is overgrown with weeds.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 26, 2011

Ward: 1

Date Case Resolved: August 31, 2011

Source: WEB

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>	<u>Comments</u>
-----------------------	------------------------------	-----------------	-----------------

AN-006: 9.04.010(7)(A)	HIGH VEGETATION		
------------------------	-----------------	--	--

5/2/11	OPEN		
--------	------	--	--

Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.			
--	--	--	--

Chronology of Events:

May 02, 2011

Insp#: 1119019

16) high weeds in front yard. Issued notice to remove. CB 5-16

May 02, 2011

CORRECTION NOTICE ISSUED

May 02, 2011

CORRECTION NOTICE ISSUED

May 16, 2011

PHONE CALL

16)Spoke to Damon Scott, said he has filed bankruptcy, gave him the fax number to fax the discharge. 520-401-5441

May 16, 2011

Insp#: 1121933

16) Weeds remain, owner called said is in foreclosure. get bank name, start Notice and order. Pictures taken, fail, fee.

May 24, 2011

RESEARCH

16) Nothing in Recorder site, but as stated, Mr Scott has filed bankruptcy, no discharge papers as of yet.

May 25, 2011

NOTICE AND ORDER REQUEST

16)Notice and Order prepared and forwarded to 19 for review.

May 29, 2011

NOTICE AND ORDER PROCESSING

19) Notice and Order request approved, file to JR to process.

May 29, 2011	NOTICE AND ORDER ISSUED
May 31, 2011	ADMINISTRATIVE N&O sent. File given to #16 for posting.
June 09, 2011	RECORDED DOCUMENT Ld) Recorded N&O dated 5/31/11
June 13, 2011	Insp#: 1127431 16) Weeds remain, pictures, fail, fee, proceed with bid request. cb 6-23
June 15, 2011	BID REQUEST BY OFFICER 16) Bid request prepared and forwarded to 19 for review.
July 06, 2011	BID PREPERATION Bid prep.
July 06, 2011	BID REQUEST SENT RFQ sent to contractors. Bids due 7-11.
July 14, 2011	BID RECEIVED Recorded & scanned bid received: 1) Weaver=\$650
July 14, 2011	10 DAY NOTICE PROCESSING 10 day sent. File given to #16 for posting.
July 14, 2011	ADMINISTRATIVE Bid approval given to #19.
July 14, 2011	10 DAY BEFORE ABATEMENT NOTICE
July 14, 2011	Insp#: 1139075 16) Posted on wall by front door 10 day to abatement, cb 7-25
July 19, 2011	Insp#: 1152071 34) Post 10 Day Notice Before Abatement. Still high weeds. Photos. \$180 + \$300 fee. Call back 8-1.
August 01, 2011	Insp#: 1153428 34) Still high weeds. Photos. \$180 + \$500 fee.
August 04, 2011	RESEARCH 34) No change to county assessor. Checked county recorder- no new recorded documents.
August 04, 2011	PROCEED WITH ABATEMENT 34) Assigned & gave case to 19 to proceed with abatement.
August 04, 2011	PROCEED WITH ABATEMENT 19) Case approved to proceed with abatement. File to JR to process PO.
August 17, 2011	BID AWARDED TO CONTRACTOR Award Letter sent to Weaver. Pending start date.
August 17, 2011	VIDEO REQUEST Video request given to #21.

August 17, 2011

10 DAY BEFORE ABATEMENT NOTICE

August 18, 2011

Insp#: 1159062

21)PRE PHOTOS IN CC ITEMS FILE NOTE:REAR DOOR NOW REMOVED FAILED INSPECTION. FEES ASSESSED.

August 22, 2011

PRE-ABATEMENT VIDEO

21)NO VIDEO- PRE PHOTOS IN CC ITEMS FILE NOTE:REAR DOOR NOW REMOVED, WEAVER CONST WILL SECURE FOR 100.00 THIS WAS OK'D W/FINANCE.

August 24, 2011

VIDEO REQUEST

After Video request given to #21.

August 30, 2011

POST-ABATEMENT VIDEO

21)no video- post photos in cc items also copys in f drive

August 31, 2011

ADMINISTRATIVE

Recorded & scanned invoice received. File given to #21.

August 31, 2011

Insp#: 1173010

21) ABATEMENT COMPLETED. CASE CLOSED

Fees:

<u>Fee Name</u>	<u>Amount</u>	<u>Status</u>	<u>Fee Added</u>	<u>Fee Paid</u>
RESIDENTIAL INSPECTION FEE	\$120.00	U	05/16/2011	
FIRST RESIDENTIAL CIVIL PENALTY	\$150.00	U	06/13/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	06/13/2011	
LATE FEE	\$12.00	U	06/30/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	07/19/2011	
SECOND RESIDENTIAL CIVIL PENALTY	\$300.00	U	07/19/2011	
LATE FEE	\$18.00	U	07/28/2011	
THIRD RESIDENTIAL CIVIL PENALTY	\$500.00	U	08/01/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/01/2011	
ADMINISTRATIVE	\$97.50	U	08/31/2011	
NUISANCE ABATEMENT FEE	\$650.00	U	08/31/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	09/03/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	\$500.00	U	09/03/2011	

Total Amount Due: \$3,067.50

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
1	NUISANCE	WEAVER	A	7/13/11
Bid Amount:		750.00		
Bid Award Date:		8/17/11		
Contractor Start Date:				
Description:				
Remove dead vegetation. Herbicide; Boarding of rear door				

Revised Bid Information:

<u>Bid #</u>	<u>CONTRACTOR</u>	<u>REQUEST</u>	<u>Requested Date:</u>	<u>New Bid Amount</u>
	<u>APPROVED</u>	<u>APPROVER</u>		
	<u>REASON</u>			

1	WEAVER	Y		\$100.00
---	--------	---	--	----------

REAR DOOR NEEDS BOARDED

APN 139-31-411-132

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **DAMON SCOTT BROWN**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-31-411-132

Commonly known as: 4217 Evergreen Place

**Legal Description: HYDE PARK SUB #1
PLAT BOOK 3 PAGE 56
LOT 128 BLOCK 5**

On **August 19, 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 **\$1,671.50** 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 **\$35,500.00** 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 **October 5, 2011** ordered the above Actual Cost in the amount of **\$1,671.50**, 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 **\$35,500.00** 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 #101080**

APN 139-31-411-132

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **DAMON SCOTT BROWN**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-31-411-132

Commonly known as: 4217 Evergreen Place

**Legal Description: HYDE PARK SUB #1
PLAT BOOK 3 PAGE 56
LOT 128 BLOCK 5**

On **August 19, 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 **\$35,500.00** 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 **October 5, 2011** ordered the above charges in the amount of **\$35,500.00**, 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.

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**WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #101080**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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 1403 South 6th Street for fees in the amount of \$1,499 (General Fund) and assess a maximum of \$43,000 in daily civil penalties. PROPERTY OWNER: WILLIAM R EZROW - Ward 3 (Coffin)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$1,499**Funding Source:** General Fund**Dept./Division:** Building and Safety/Neighborhood Response**PURPOSE/BACKGROUND:**

The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to remove all trash, 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 \$147,500.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$500 invoice for Weaver Construction, \$75 administrative fee, and \$924 in reinspection fees (including late fees) for a total of \$1,499 to be recorded immediately, and consider assessing a maximum of \$43,000 in daily civil penalties to be recorded on or after April 24, 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 5, 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 1403 South 6th Street for fees in the amount of \$1,499 (General Fund) and assess a maximum of \$43,000 in daily civil penalties. PROPERTY OWNER: WILLIAM R EZROW – Ward 3 (Coffin)

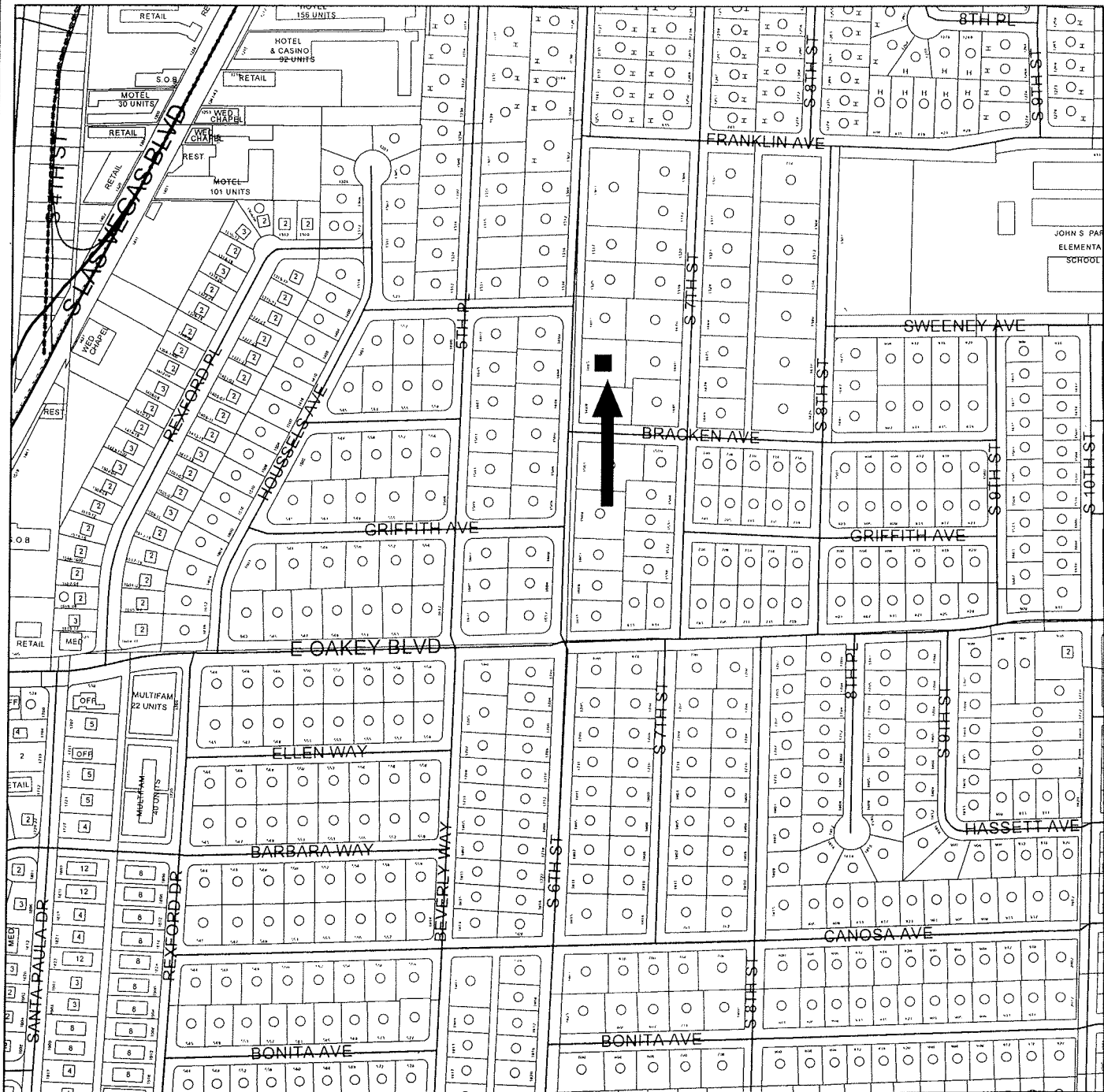
Weaver Construction completed work on July 18, 2011 at a cost of \$500; \$924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of \$1,499.

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.

1403 SOUTH 6TH STREET
CROSS STREETS - LAS VEGAS/OAKEY

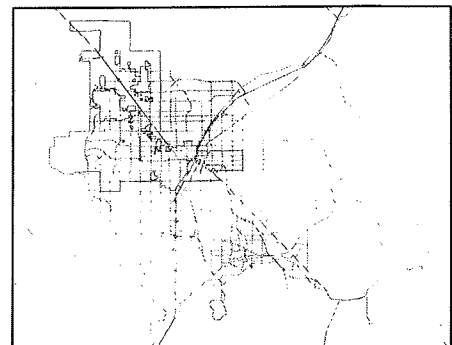
City of Las Vegas Vicinity Map



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



1403 SOUTH 6TH STREET
CROSS STREETS - LAS VEGAS/OAKEY

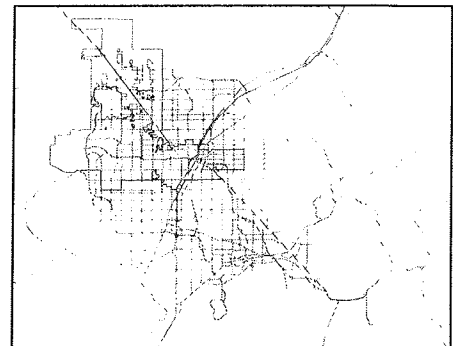
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0 125 250 500 Feet



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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: September 15, 2011
Re: Report of Expenses for the abatement of nuisance located at 1403 South 6th 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 removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on July 18, 2011 at a cost of \$500.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	\$250.00
Remove all high grass and weeds, and apply herbicide.	\$250.00
AMOUNT DUE:	\$500.00
Administrative Processing Fee:	\$75.00
Sub-Total:	\$575.00
Reinspection Fees (w/late fees):	\$924.00
TOTAL AMOUNT DUE:	\$1,499.00
Daily Civil Penalties – 86 days @ \$500 a day (including penalty fees already assessed) April 24, 2011 to July 18, 2011	\$43,000.00
MAXIMUM TOTAL:	\$44,499.00
OWNER OF RECORD	WILLIAM R. EZROW
PROPERTY ABATED:	1403 South 6 th Street
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-03-601-003
LEGAL DESCRIPTION:	PT SW4 NE4 SEC 3 21 61

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

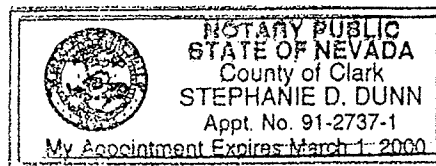
I certify under penalty of perjury, that the foregoing list is
full and complete.

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





NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

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

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, OCTOBER 5, 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 **1403 South 6th Street – Case No. 99181**. The Director of Building and Safety certifies that the sum of **\$1,499.00** was expended and Civil Penalties in the sum of **\$43,000.00** may be imposed for a total of **\$44,499.00**. Owner of record at time of abatement: **WILLIAM R EZROW – 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 # 99181

1403 S 6TH ST - Map # 02525-45 Parcel 16203601003

Owner Information:

EZROW WILLIAM R
1403 S 6TH ST
LAS VEGAS, NV 89104-1624

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: PER METRO- OPEN ACCESSIBLE

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: March 17, 2011

Ward: 3

Date Case Resolved: July 27, 2011

Source: MTRO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>
-----------------------	------------------------------	-----------------

AB-006: 16.08.010 UDB SEC 403

4/6/11	OPEN	Entire Property
Secure all doors, windows and openings to residence to stop entry into residence.		

AN-006: 9.04.010(7)(A) HIGH VEGETATION

3/22/11	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

3/22/11	OPEN	Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.		

AV-001: 16.31 VACANT BUILDING CODE

4/6/11	OPEN	Entire Property
Secure all doors, windows and openings to residence to stop entry into residence.		

Chronology of Events:

March 22, 2011

Insp#: 1101868

33) Property is secure, all doors and windows, high weeds and vegetation, notice mailed, call back set for 04/04/11.

March 22, 2011

CORRECTION NOTICE ISSUED

April 06, 2011

Insp#: 1103498

33) Found front door has now been kicked open, graffiti has now been sprayed all inside house along with vandalism. Notice mailed to owner and will go directly to Notice and Order.

April 06, 2011

CORRECTION NOTICE ISSUED

April 11, 2011

PHONE CALL

33) Spoke with concerned neighbor Mike Ganson, 222-9069 regarding property being open, advised him property was already secured. Advised him of process and pending Notice and Order.

April 11, 2011	Insp#: 1110432
	33) Found door open when I went by, Secured with naled, secured other sliding doors with slider door locks had in truck, doing Notice and Order.
April 13, 2011	PHONE CALL
	33) Prepared case for 21 for Notice and Order, number for owner not good. No more infor turned up in research. Unable to get into MERS, ZABA and white pages and all other records, case forwarded to Notice and Order due to not being able to secure. Case forwarded.
April 13, 2011	NOTICE AND ORDER PROCESSING
	21)refer file to 33 for posting all mailings done
April 13, 2011	NOTICE AND ORDER ISSUED
April 14, 2011	Insp#: 1112583
	33) Front door still remains secure at this time, unable to gain access to rear yard to check, posted Notice and Order on Front window, Photo's taken, Affidavit completed, assessed fee's call back set for 04/25/11.
April 18, 2011	RECORDED DOCUMENT
	Ld) Recorded N&O dated 4/14/11
April 25, 2011	Insp#: 1114538
	33) Found south front door open relocked, closed, photo's taken, failed inspection, notice still posted on front window, spoke with neighbor at 1404 Todd, advised him to call 311 if anyone seen at property, will procede with abatement.
May 24, 2011	BID REQUEST BY OFFICER
	21)refer to office for bids to abate JR
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 PREPERATION
	No bids received. Per #21. Rebid. Bid prep.
June 02, 2011	BID REQUEST SENT
	RFQ sent to contractors. Bids due 6/8/11.
June 09, 2011	BID RECEIVED
	Recorded & scanned bids received: 1)Weaver=\$1360; 2)CGI=\$1500
June 09, 2011	10 DAY NOTICE PROCESSING
	10 Day sent. File given to #33 for posting.
June 09, 2011	ADMINSTRATIVE
	Bid approval given to #21. Pending.
June 09, 2011	10 DAY BEFORE ABATEMENT NOTICE
June 13, 2011	Insp#: 1118464
	33) No change, failed inspection, photo's taken, posted 10 days before abatement on the front window, unable to check rear. Call back set for 06/23/11.
June 23, 2011	Insp#: 1139023
	33) Notice removed, no change, failed inspection, fee's assessed, photo's taken, going forward with abatement.

June 27, 2011	PROCEED WITH ABATEMENT
	21)refer file to office staff- JR for contractor abatement
June 29, 2011	ADMINISTRATIVE
	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 14, 2011	VIDEO REQUEST
	Before video request given to #19
July 18, 2011	PRE-ABATEMENT VIDEO
	21)no video- photos in cc items file
July 18, 2011	POST-ABATEMENT VIDEO
	21)no video- photos in cc items file
July 25, 2011	ADMINISTRATIVE
	Completion date received from Weaver.
July 25, 2011	VIDEO REQUEST
	After video requested from #21.
July 25, 2011	Insp#: 1143977
	33) Secured doors with 21, awaiting clean up by Weaver.
July 27, 2011	Insp#: 1155748
July 28, 2011	ADMINISTRATIVE
	Recorded & scanned invoice. File given to #21.
July 28, 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	04/06/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	04/14/2011	
FIRST RESIDENTIAL CIVIL PENALTY	\$150.00	U	04/14/2011	
SECOND RESIDENTIAL CIVIL PENALTY	\$300.00	U	04/25/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	04/25/2011	
LATE FEE	\$12.00	U	05/21/2011	
LATE FEE	\$18.00	U	05/29/2011	
THIRD RESIDENTIAL CIVIL PENALTY	\$500.00	U	06/13/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	06/13/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	06/23/2011	
FOURTH RESIDENTIAL CIVIL PENALTY	\$500.00	U	06/23/2011	
NUISANCE ABATEMENT FEE	\$500.00	U	07/28/2011	
ADMINISTRATIVE	\$75.00	U	07/28/2011	
LATE FEE	\$18.00	U	09/03/2011	
LATE FEE	\$18.00	U	09/03/2011	
LATE FEE	\$18.00	U	09/03/2011	

Total Amount Due: \$2,949.00

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
--------------	------------------	-------------------	---------------	-----------------

1	NUISANCE	WEAVER	A	6/2/11
---	----------	--------	---	--------

Bid Amount: 1,360.00

Bid Award Date: 7/7/11

Contractor Start Date:

Description:

Board all windows/doors. Cut/remove grass/weeds. Herbicide. Remove trash/debris.

1	NUISANCE	CGI	NA	6/2/11
---	----------	-----	----	--------

Bid Amount: 1,500.00

Bid Award Date:

Contractor Start Date:

Description:

Board all windows/doors. Cut/remove grass/weeds. Herbicide. Remove trash/debris.

APN 162-03-601-003

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **WILLIAM R. EZROW**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 162-03-601-003

Commonly known as: 1403 South 6th Street

Legal Description: PT SW4 NE4 SEC 3 21 61

On **July 18, 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 **\$1,499.00** 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 **\$43,000.00** 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 **October 5, 2011** ordered the above Actual Cost in the amount of **\$1,499.00**, 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.

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NOTE: The City Council ordered the above civil penalties in the amount of **\$43,000.00** be assessed against the property by recording a Lien of Assessment on or after **April 24, 2012**.

BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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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 #99181**

APN 162-03-601-003

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **WILLIAM R. EZROW**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 162-03-601-003

Commonly known as: 1403 South 6th Street

Legal Description: PT SW4 NE4 SEC 3 21 61

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**WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #99181**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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 1457 North Gateway Road for fees in the amount of \$2,023 (General Fund) and assess a maximum of \$40,500 in daily civil penalties. **PROPERTY OWNER: FIORELLA S TEALDO - Ward 3 (Coffin)**

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$2,023**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 remove all trash, debris, 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 \$41,500.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$1,300 invoice for Blast Janitorial Services, \$195 administrative fee, and \$528 in reinspection fees (including late fees) for a total of \$2,023 to be recorded immediately, and consider assessing a maximum of \$40,500 in daily civil penalties to be recorded on or after June 11, 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 5, 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 1457 North Gateway Road for fees in the amount of \$2,023 (General Fund) and assess a maximum of \$40,500 in daily civil penalties. PROPERTY OWNER: FIORELLA S TEALDO – Ward 3 (Coffin)

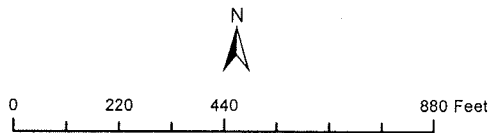
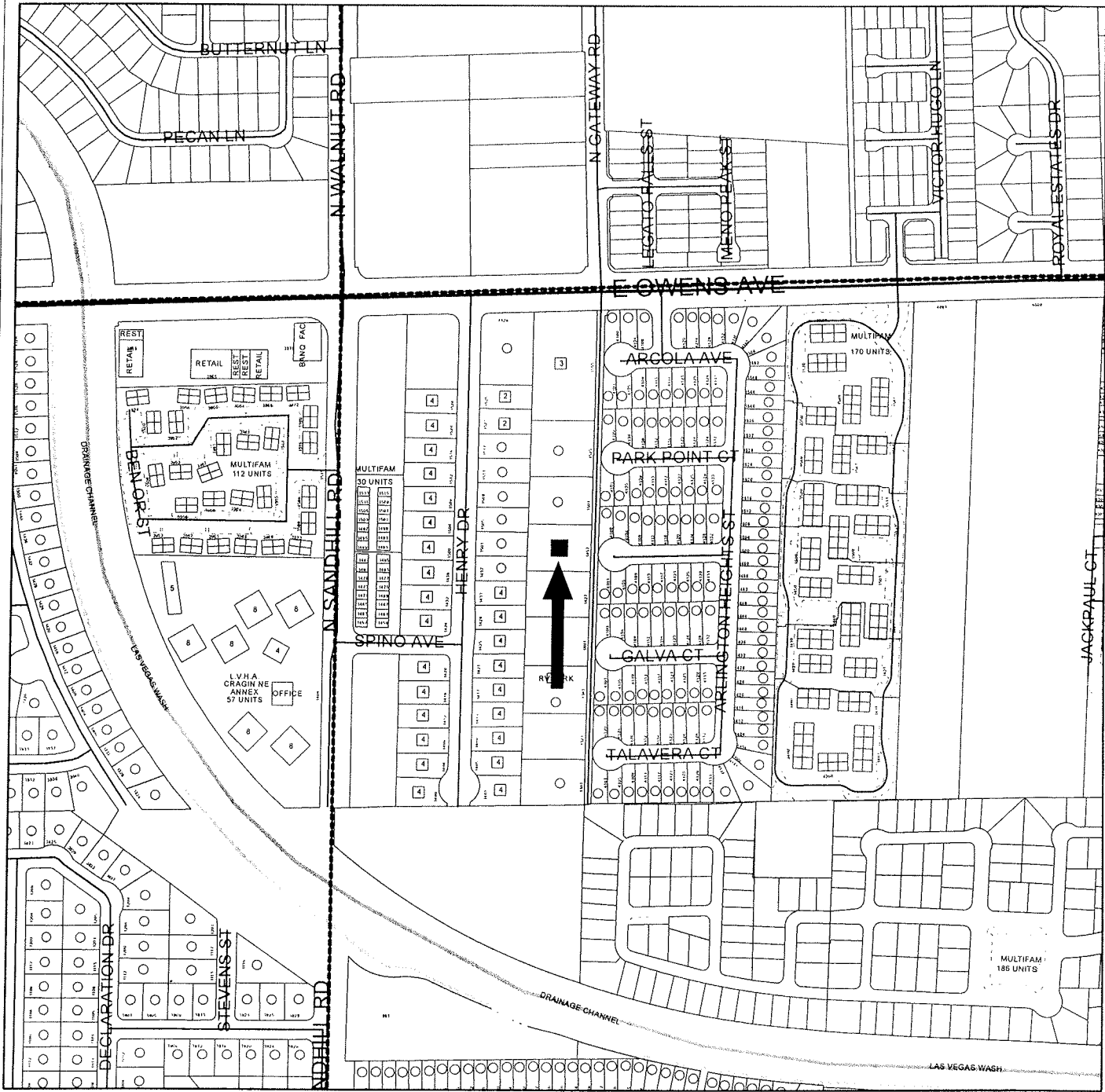
Blast Janitorial Services completed work on August 30, 2011 at a cost of \$1,300; \$528 in reinspection fees (including late fees); plus a 15% administrative fee for a total of \$2,023.

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.

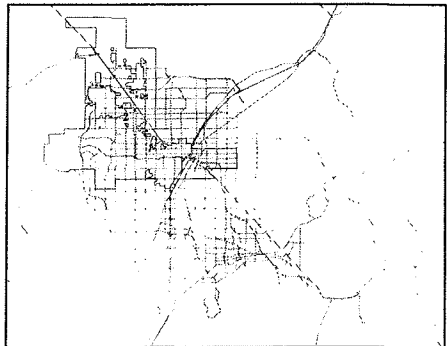
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

1457 NORTH GATEWAY ROAD
CROSS STREETS - OWENS//SANDHILL

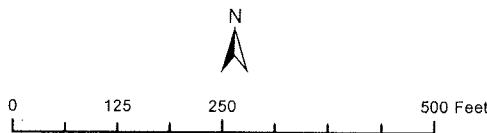
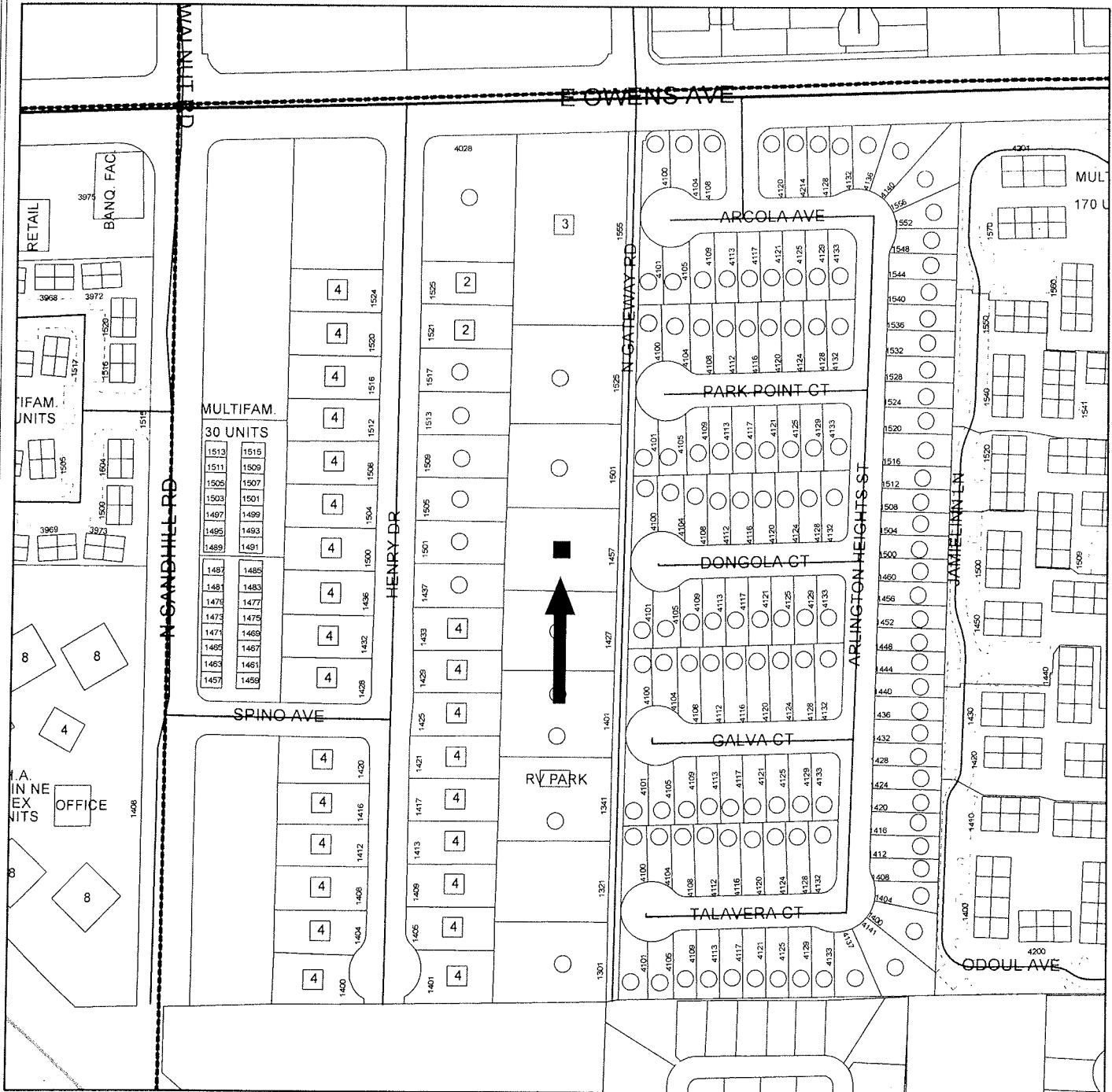
City of Las Vegas Vicinity Map



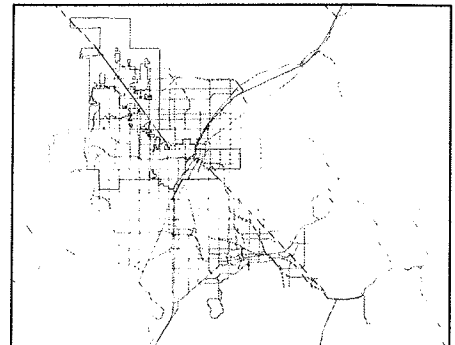
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this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301



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



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: September 15, 2011
Re: Report of Expenses for the abatement of nuisance located at 1457 North Gateway 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 removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on August 30, 2011 at a cost of \$1,300.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	\$600.00
Remove all high grass and weeds, and apply herbicide.	\$700.00
AMOUNT DUE:	\$1,300.00
Administrative Processing Fee:	\$195.00
Sub-Total:	\$1,495.00
Reinspection Fees (w/late fees):	\$528.00
TOTAL AMOUNT DUE:	\$2,023.00
Daily Civil Penalties – 81 days @ \$500 a day (including penalty fees already assessed) June 11, 2011 to August 30, 2011	\$40,500.00
MAXIMUM TOTAL:	\$42,523.00
OWNER OF RECORD	IORELLA S. TEALDO
PROPERTY ABATED:	1457 North Gateway Road
	Las Vegas, NV 89110
ASSESSOR PARCEL:	140-30-502-005
LEGAL DESCRIPTION:	PT NW4 NE4 SEC 30 20 62

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. <u>James A Wilson</u>	<u>4104 Nightingale St</u>	<u>702-828-1366</u>
2. <u>Rosemary S Wilson</u>	<u>4104 Nightingale St</u>	<u>702-878-0418</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

Continue list until full and complete disclosure is made.

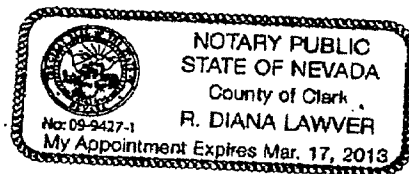
I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson ^{JA}
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.



[Signature]
Notary Public in and for Clark County,
State of Nevada



NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

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

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, OCTOBER 5, 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 **1457 North Gateway Road – Case No. 102223**. The Director of Building and Safety certifies that the sum of **\$2,023.00** was expended and Civil Penalties in the sum of **\$40,500.00** may be imposed for a total of **\$42,523.00**. Owner of record at time of abatement: **FIGRELLA S TEALDO – 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 # 102223

1457 N GATEWAY RD - Map # 02328-26 Parcel 14030502005

Owner Information:

TEALDO FIORELLA S
1736 E CHARLESTON #122
LAS VEGAS, NV 89104-7900

Zoning Information: R-E(RESIDENCE ESTATES)

Case Comments: HIGH GRASS WEEDS PER FD

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 24, 2011

Ward: 3

Date Case Resolved: August 10, 2011

Source: FD

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>
-----------------------	------------------------------	-----------------

AN-003: 9.04.010 (4) REFUSE & WASTE

5/26/11 OPEN All areas

Remove all refuse and waste from all areas of property. Maintain at all times. Includes windblown trash, dead vegetation, fallen fence. dumped wood and debris.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

5/26/11 COMPLIED 08/10/11 All areas

Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. Apply ample herbicide to deter regrowth. Include common area in front of fence,

Chronology of Events:

May 26, 2011 NOTICE AND ORDER REQUEST

17) To 21.

May 26, 2011 Insp#: 1131031

17) See history, We did last abatement, no response from owner. Includes windblown trash, dead vegetation, fallen fence. dumped wood and debris. Apply ample herbicide to deter regrowth. Include common area in front of fence, Pix, N&O.

June 01, 2011 NOTICE AND ORDER PROCESSING

21)REFER FILE TO 17 FOR POSTING MAILING DONE

June 01, 2011 NOTICE AND ORDER ISSUED

June 01, 2011 Insp#: 1132105

17) N&O posted, no change in condition.

June 09, 2011 RECORDED DOCUMENT

Ld) Recorded N&O dated 6/1/11

June 09, 2011	Insp#: 1133798
	17) Proceed with bids. No change, pix.
June 14, 2011	BID REQUEST BY OFFICER
	21) refer to JR office staff for bids
June 14, 2011	BID PREPERATION
	Bid prep.
June 14, 2011	BID REQUEST SENT
	RFQ sent to contractors. Bids due 6/20.
June 23, 2011	BID RECEIVED
	Scanned & recorded bid received: Blast=\$1300
June 23, 2011	10 DAY NOTICE PROCESSING
	N&O sent. File given to #17 for posting.
June 23, 2011	ADMINISTRATIVE
	10 day sent. File given to #17 for posting.
June 23, 2011	10 DAY BEFORE ABATEMENT NOTICE
June 23, 2011	Insp#: 1137979
	17) No change, 10-day posted,
July 11, 2011	Insp#: 1144144
	17) Pix, no change, award bid.
July 12, 2011	PROCEED WITH ABATEMENT
	21)refer to JR to proceed w/contractor
July 13, 2011	ADMINISTRATIVE
	Per #19, request PO. Pending CK approval.
July 25, 2011	BID AWARDED TO CONTRACTOR
	Award Letter sent to Blast. Pending start date.
July 25, 2011	VIDEO REQUEST
	Before video requested from #21.
July 26, 2011	PRE-ABATEMENT VIDEO
	21)no video- pre photos in cc items file
August 01, 2011	Insp#: 1150197
	17) Abatement not yet completed,
August 10, 2011	Insp#: 1158924
	17) Abated, close
August 15, 2011	POST-ABATEMENT VIDEO
	21)no video- post photos in cc items file
August 30, 2011	VIDEO REQUEST
	After Video Request given to #21.

August 30, 2011

ADMINISTRATIVE

Recorded & scanned invoice. File given to #21.

August 30, 2011

CITY COUNCIL AGENDA PREP

21) refer to LD to place on CC agenda

Fees:

<u>Fee Name</u>	<u>Amount</u>	<u>Status</u>	<u>Fee Added</u>	<u>Fee Paid</u>
RESIDENTIAL INSPECTION FEE	\$120.00	U	06/09/2011	
FIRST RESIDENTIAL CIVIL PENALTY	\$150.00	U	06/23/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	06/23/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	07/11/2011	
SECOND RESIDENTIAL CIVIL PENALTY	\$300.00	U	07/11/2011	
LATE FEE	\$12.00	U	07/24/2011	
LATE FEE	\$18.00	U	08/07/2011	
ADMINISTRATIVE	\$195.00	U	08/30/2011	
NUISANCE ABATEMENT FEE	\$1,300.00	U	08/30/2011	
LATE FEE	\$18.00	U	09/03/2011	

Total Amount Due: \$2,473.00

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
1	NUISANCE	BLAST JANITORIAL	A	6/20/11
Bid Amount:		1,300.00		
Bid Award Date:		7/25/11		
Contractor Start Date:				
Description:				
Cut/remove grass/weeds. Remove refuse/waste.				

APN 140-30-502-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **FIGRELLA S. TEALDO**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 140-30-502-005

Commonly known as: 1457 North Gateway Road

Legal Description: PT NW4 NE4 SEC 30 20 62

On **August 30, 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 **\$2,023.00** 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 **\$40,500.00** 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 **October 5, 2011** ordered the above Actual Cost in the amount of **\$2,023.00**, 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 **\$40,500.00** be assessed against the property by recording a Lien of Assessment on or after **June 11, 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 #102223**

APN 140-30-502-005

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: FIORELLA S. TEALDO

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 140-30-502-005

Commonly known as: 1457 North Gateway Road

Legal Description: PT NW4 NE4 SEC 30 20 62

On **August 30, 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 **\$40,500.00** 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 **October 5, 2011** ordered the above charges in the amount of **\$40,500.00**, 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.

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STATE OF NEVADA)
)
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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 #102223**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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 1792 North Rancho Drive for fees in the amount of \$2,074 (General Fund) and assess a maximum of \$77,250 in daily civil penalties. PROPERTY OWNER: RANCHO ALLEN LLC - Ward 5 (Barlow)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$2,074**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 remove all trash and debris, and remove fence sections that have fallen over and in disrepair. To date, there have been thirteen (13) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$34,500.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$1,000 invoice for Blast Janitorial Services, \$150 administrative fee, and \$924 in reinspection (including late fees) for a total of \$2,074 to be recorded immediately, and consider assessing a maximum of \$77,250 in daily civil penalties to be recorded on or after April 21, 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 5, 2011

DEPARTMENT: Building and Safety

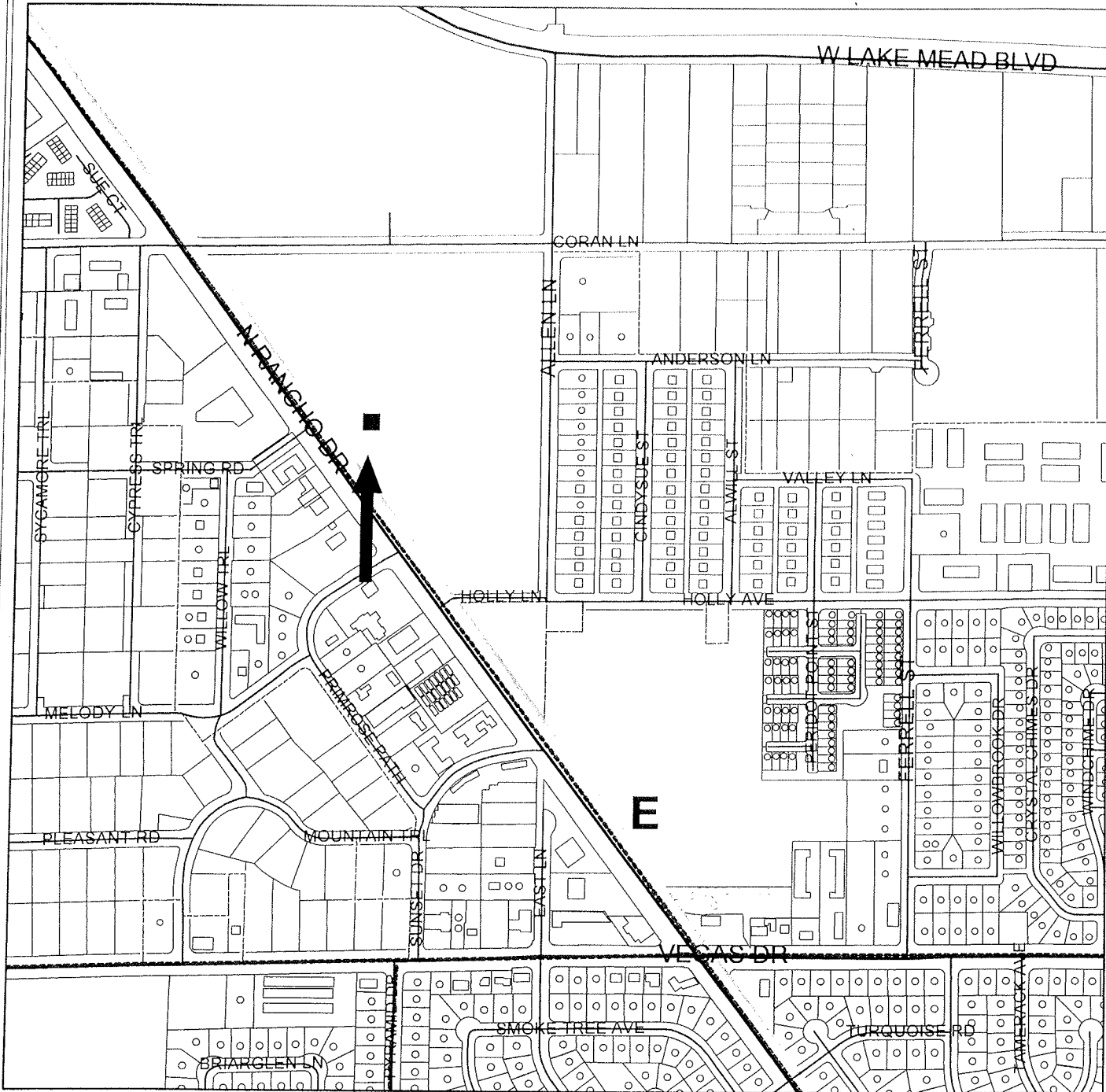
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Blast Janitorial Services completed work on August 1, 2011 at a cost of \$1,000; \$924 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of \$2,074.

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.

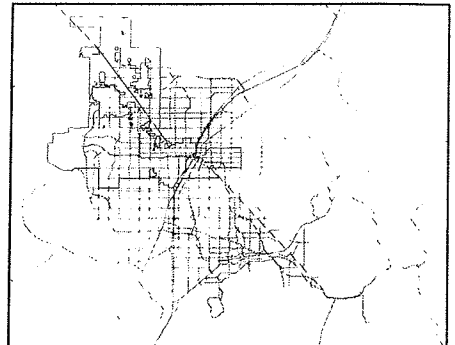
City of Las Vegas Vicinity Map

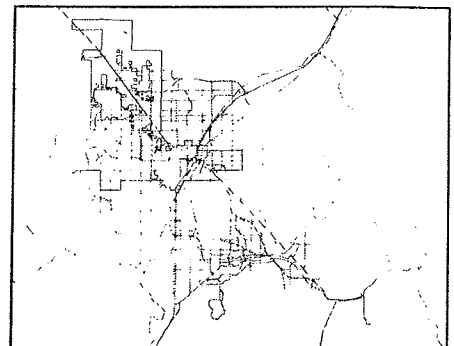
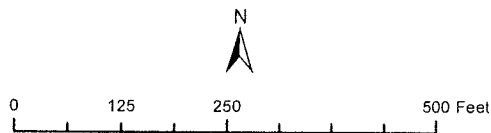


0 300 600 1,200 Feet



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Due to continuous development activity
this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301





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: September 15, 2011
Re: Report of Expenses for the abatement of nuisance located at 1792 North Rancho Drive - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash and debris, and removing fence sections that have fallen over and in disrepair. The abatement was completed by Blast Janitorial Services on August 1, 2011 at a cost of \$1,000.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	\$550.00
Remove fence sections that have fallen over and in disrepair.	\$450.00
AMOUNT DUE:	\$1,000.00
Administrative Processing Fee:	\$150.00
Sub-Total:	\$1,150.00
Reinspection Fees (w/late fees):	\$924.00
TOTAL AMOUNT DUE:	\$2,074.00
Daily Civil Penalties – 103 days @ \$750 a day (including penalty fees already assessed) April 21, 2011 to August 1, 2011	\$77,250.00
MAXIMUM TOTAL:	\$79,324.00
OWNER OF RECORD	RANCHO ALLEN LLC
PROPERTY ABATED:	1792 North Rancho Drive
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-19-705-001
LEGAL DESCRIPTION:	PT NE4 SE4 SEC 19 20 61

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. <u>James A Wilson</u>	<u>4104 Nightingale St</u>	<u>702-828-1366</u>
2. <u>Rosemary S Wilson</u>	<u>4104 Nightingale St</u>	<u>702-878-0418</u>
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.

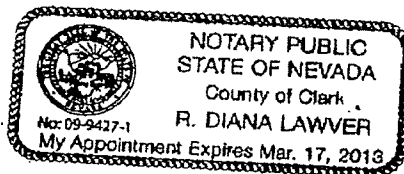
Blast Janitorial Services

By: _____

James A Wilson
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.



[Signature]
Notary Public in and for Clark County,
State of Nevada



NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

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

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, OCTOBER 5, 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 **1792 North Rancho Drive – Case No. 96683**. The Director of Building and Safety certifies that the sum of **\$2,074.00** was expended and Civil Penalties in the sum of **\$77,250.00** may be imposed for a total of **\$79,324.00**. Owner of record at time of abatement: **RANCHO ALLEN LLC – Ward 5 (Barlow)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov





City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 96683

1792 N RANCHO DR - Map # 02222-69 Parcel 13919705001

Owner Information:

RANCHO ALLEN L L C
4225 S EASTERN AVE #2
LAS VEGAS, NV 89119-5485

Zoning Information: C-2(GENERAL COMMERCIAL)

Case Comments: Vacant property. Illegal dumping. Vagrants. Trash & debris.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: December 08, 2010

Ward: 5

Date Case Resolved: August 03, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>	<u>Comments</u>
AN-003: 9.04.010 (4) REFUSE & WASTE			
12/10/10	OPEN	Property	
			Please remove all refuse and waste from property, including items left by trespassers.
			Please remove all refuse and waste from property, including items left by trespassers.
AN-009: 9.04.010 (7)(D) DILAPIDATED			
12/10/10	OPEN	Property	
			Please repair chain link fence along property line.
			Please repair damaged chain link fence along property line or remove.
AN-011: 9.08.040 LITTER/DEPOSTING			
4/11/11	OPEN	on site	
			remove all bottles,papers.windblown debris,etc. from this parcel
AN-016: 9.12.050 LITTER/PRIVATE PROP			
3/29/11	OPEN	vacant lot	
			remove all windblown trash,papers,bottles,etc from this property.
AZ-002: 19.04.010 LAND USE VIOLATIONS			
12/11/10	OPEN	Vacant land	
			Please remove all trespassers encamped on property.

Chronology of Events:

December 11, 2010 CORRECTION NOTICE ISSUED

December 11, 2010 Insp#: 1069065

36) 12-10 Talked with Tom who works security for the Christmas trees that are set up at this location. His boss is Jon Rubbico at 301-5070, after calling him, he gave me owners name at Pamin (sp?)734-7711 or cell 461-9711. Correction notice being sent to owner of record. Refuse and waste, dilapidated fence, and homeless staying there.

December 17, 2010 PHONE CALL

36) 12-17 Received phone call from Jan who assist owner and he is out of country. She faxed over request for extension due to owner being out of country. She is wanting extension till the 21st of Jan. I told her to call on the 3rd when the owner gets back in and we would talk at that time. Her phone number is 768-5238

December 26, 2010 FAX

36) received fax from Realty group from Jean Lacap asking for extension until January 10th to resolve problems. Granted.

January 04, 2011 CORRESPONDENCE RECEIVED/SENT

ed) Received another complaint via our Website.

January 07, 2011 CORRESPONDENCE RECEIVED/SENT

36) 1-7 Received another complaint on this property.

January 15, 2011 PHONE CALL

36) I called owner and he was busy on the other line. He indicated he would call back. He did call back and I only got the message he called. When I returned that call it went to voice mail

January 22, 2011 Insp#: 1070302

36) 1-22 Spoke to John who will be doing the clean up. He has been authorized to clean the property. He has ordered the dumpsters for the homeless encampment and other debris on property. It should be delivered Tuesday of this coming week. I am setting reinspection out till Friday 1-28

January 31, 2011 Insp#: 1082333

36) 1-31 Property has a large dumpster on site and is full. Talked with John and owner is trying to come up with the money to fix fence. Call back 2 weeks. 2-11

February 15, 2011 PHONE CALL

COMPLAINT: homeless on vacant land.

February 18, 2011 Insp#: 1084957

36) 1-18 Received another complaint about the homeless living in the desert. There does appear like another camp is being set up. I called and left message for owner on his phone and called John and spoke to him about another encampment being set up and about the fence needing to be replaced or repaired.

February 19, 2011 PHONE CALL

36) 2-19 Spoke with owner about removing the homeless that moved back on to property and the need to fix the fence. I told him I would talk with him on Friday due to my days off.

February 22, 2011 Insp#: 1092024

30)2-22 Will refer back to 36)

March 11, 2011 PHONE CALL

36) 3-11 I called and left message with Pamin (the owner) to call me asap. I also called John and talked with him about getting the smaller homeless encampment removed. I also spoke about the fence around the perimeter needing to be repaired.

March 11, 2011 PHONE CALL

36) 3-11 I spoke with owner and he indicated that he is in the middle of some legal action and that it will be taking up this coming weeks time but he would like to meet on Friday at property to go over fence issues. I asked him to start on the removal of the homeless encampment before then. He indicated that he would get John to go out and take care of it.

March 11, 2011 PHONE CALL

3-11 I spoke to Johnny about removing homeless encampment and he indicated that it would be removed before meeting on Friday.

March 21, 2011 Insp#: 1092447

36) 3-21 I met Palim part owner or manager on property. He has a bid to remove secondary homeless encampment and will be removing sections of fence that have fallen over. Encampment should be removed by tomorrow or Wednesday. Call back 3-28

March 29, 2011 Insp#: 1103135

30)3-29 Refer to officer #985769,

April 02, 2011	Insp#: 1106356
	36) 4-2 Homeless encampment has been removed but fence is still down. Starting the Notice and Order process. Took pictures.
April 09, 2011	OFFICER NOTE
	36)4-9 Put N and O into 21) queue
April 11, 2011	NOTICE AND ORDER PROCESSING
	21)REFER FILE TO 36 FOR POSTING ALL MAILINGS DONE
April 11, 2011	NOTICE AND ORDER ISSUED
April 11, 2011	Insp#: 1108794
	36) 4-11 POSTED NOTICE AND ORDER. Took pictures. All violations still not in compliance. Call back 4-22
April 18, 2011	RECORDED DOCUMENT
	Ld) Recorded N&O dated 4/11/11
April 23, 2011	Insp#: 1112639
	36) 4-23 Fence is still down in multiple locations. Refuse and waste and litter still around property. Failed inspection and will prepare bid sheet for 21) to review. Call back 5-6
April 25, 2011	BID REQUEST BY OFFICER
	21)refer file to office JR for bids
April 25, 2011	BID PREPERATION
	Bid prep.
April 25, 2011	BID REQUEST SENT
	RFQ sent to contractors. Bids due 05-02
May 02, 2011	PHONE CALL
	Please contact Phyllis @ Weaver 644-1088. Phyllis would like more information on bid.
May 04, 2011	BID RECEIVED
	Recorded & scanned bids received.
May 04, 2011	ADMINSTRATIVE
	Bid approval given to #21
May 04, 2011	ADMINSTRATIVE
	Request N&O copy from #19. Pending sending of 10 day letter.
May 04, 2011	10 DAY BEFORE ABATEMENT NOTICE
May 05, 2011	ADMINSTRATIVE
	N&O sent. File given to #36 for posting.
May 07, 2011	Insp#: 1118316
	36) 5-7 Fence still down in several locations, refuse and waste and litter still present. Failed inspection. Took pictures. POSTED 10 DAY BEFORE ABATEMENT. Call back 5-19
May 20, 2011	Insp#: 1124278
	36) 5-20 Took pictures of property. Property still not in compliance. I will advise to continue abatment of the property to 21) Tony.
May 23, 2011	PROCEED WITH ABATEMENT
	21)refer file to office staff JR for abatement

May 24, 2011	ADMINISTRATIVE
	Request to proceed with PO from DSS. Pending.
May 24, 2011	ADMINISTRATIVE
	Email received from DSS to proceed with PO. PO requested. Pending approval.
May 31, 2011	BID AWARDED TO CONTRACTOR
	Bid awarded to Blast. Award letter send. Pending start date.
June 01, 2011	ADMINISTRATIVE
	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 18, 2011	OFFICER NOTE
	Work would start within the week on clean up
August 01, 2011	VIDEO REQUEST
	After Video request given to #21.
August 03, 2011	ADMINISTRATIVE
	Recorded & scanned Invoice. File given to #21.
August 03, 2011	Insp#: 1129777
	21)perimeter outside of chainlink fence cleaned of trash/ debris. fallen damaged chainlink has also been removed. / close
August 08, 2011	CITY COUNCIL AGENDA PREP
	21)refer to office staff LD to place on cc agenda

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
COMMERCIAL INSPECTION FEE	\$120.00	U	04/02/2011	
FIRST COMMERCIAL CIVIL PENALTY	\$150.00	U	04/11/2011	
COMMERCIAL REINSPECTION FEE	\$180.00	U	04/11/2011	
COMMERCIAL REINSPECTION FEE	\$180.00	U	04/23/2011	
SECOND COMMERCIAL CIVIL PENALTY	\$300.00	U	04/23/2011	
COMMERCIAL REINSPECTION FEE	\$180.00	U	05/07/2011	
THIRD COMMERCIAL CIVIL PENALTY	\$1,000.00	U	05/07/2011	
LATE FEE	\$12.00	U	05/17/2011	
COMMERCIAL REINSPECTION FEE	\$180.00	U	05/20/2011	
FOURTH COMMERCIAL CIVIL PENALTY	\$1,000.00	U	05/20/2011	
LATE FEE	\$18.00	U	05/26/2011	
NUISANCE ABATEMENT FEE	\$1,000.00	U	08/03/2011	
ADMINISTRATIVE	\$150.00	U	08/03/2011	
LATE FEE	\$18.00	U	09/03/2011	
LATE FEE	\$18.00	U	09/03/2011	
LATE FEE	\$18.00	U	09/03/2011	

Total Amount Due: \$4,524.00

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
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1	NUISANCE	BLAST JANITORIAL	A	5/2/11
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Bid Amount: 1,000.00

Bid Award Date: 5/31/11

Contractor Start Date:

Description:

Remove all trash/debris. Remove fence sections that have fallen over

1	NUISANCE	WEAVER	NA	5/2/11
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Bid Amount: 2,175.00

Bid Award Date:

Contractor Start Date:

Description:

APN 139-19-705-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **RANCHO ALLEN LLC**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-19-705-001

Commonly known as: 1792 North Rancho Drive

Legal Description: PT NE4 SE4 SEC 19 20 61

On **August 1, 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 **\$2,074.00** 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 **\$77,250.00** 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 **October 5, 2011** ordered the above Actual Cost in the amount of **\$2,074.00**, 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 **\$77,250.00** be assessed against the property by recording a Lien of Assessment on or after **April 21, 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 #96683**

APN 139-19-705-001

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **RANCHO ALLEN LLC**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-19-705-001

Commonly known as: 1792 North Rancho Drive

Legal Description: PT NE4 SE4 SEC 19 20 61

On **August 1, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **\$77,250.00** 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 **October 5, 2011** ordered the above charges in the amount of **\$77,250.00**, 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 #96683**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING

DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-42930 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - For possible action on a request for an Extension of Time of a previously approved Rezoning (ZON-6928) FROM: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 005), Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

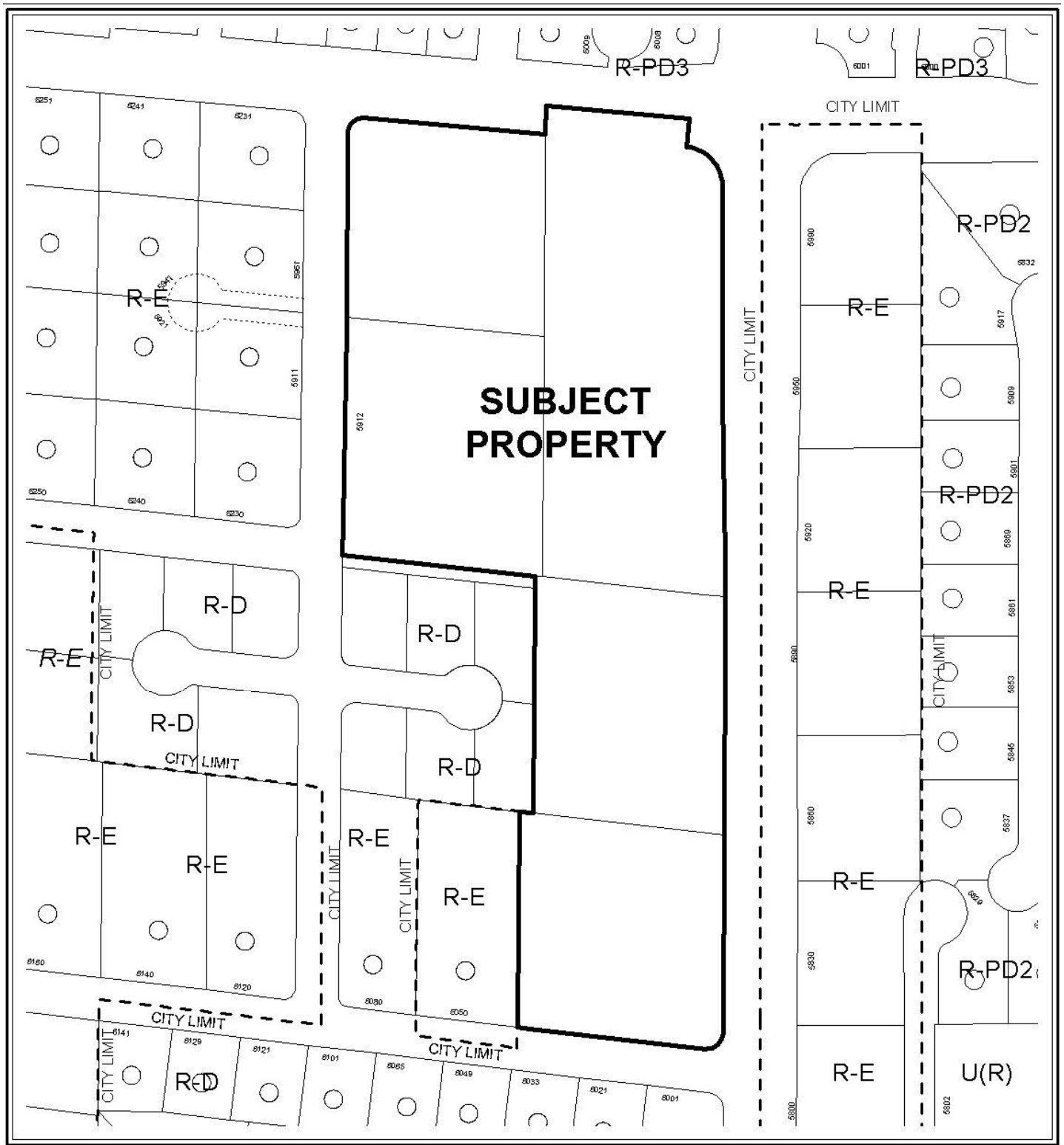
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - EOT-42930, EOT-42929 and EOT-42931
2. Conditions and Staff Report - EOT-42930, EOT-42929 and EOT-42931
3. Supporting Documentation
4. City Council Approval Letter for EOT-35276



CASE: EOT-42930; EOT-42931; EOT-42929

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - THREE UNITS PER ACRE)





CASE: EOT-42930; EOT-42931; EOT-42929

0 200 400 Feet

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - THREE UNITS PER ACRE)



City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT/OWNER: COLFIN WLH LAND ACQUISITION, LLC

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
EOT-42929 EOT-42930 EOT-42931	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

EOT-42929

Planning

1. This Variance (VAR-6930) shall expire on September 7, 2013 unless another extension of time is approved by the City Council.
2. Conformance to the conditions of approval of the Variance (VAR-6930) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-42930 CONDITIONS

Planning

1. This Rezoning (ZON-6928) shall expire on September 7, 2013 unless another extension of time is approved by the City Council.
2. Conformance to the conditions of approval of the Rezoning (ZON-6928) and all other site related actions as required by the Department of Planning and Department of Public Works.

Conditions Page Two
October 5, 2011 - City Council Meeting

EOT-42931 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-6929) shall expire on September 7, 2013 unless another extension of time is approved by the City Council.
2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-6929) and all other site related actions as required by the Department of Planning and Department of Public Works.

Staff Report Page One
October 5, 2011 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Rezoning (ZON-6928) to R-PD 3 (Residential Planned Development- 3 Units per Acre), Variance (VAR-6930) to allow no open space where 32,369 square feet is required, and Site Development Plan Review (SDR-6929) for a 50-lot single family residential development at the southwest corner of Jones Boulevard and Tropical Parkway. No plans have been submitted for review, nor have any building permits been issued for the proposed project. The applicant is requesting an Extension of Time due to current housing market and lending conditions in the area, but anticipates beginning construction within the next three years or less. As the surrounding area has not experienced any significant changes in land use or new development, staff is recommending approval of this request with a two-year time limit.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
06/01/05	The City Council approved a request for a Petition to Annex (ANX-6042) an area consisting of approximately 9.633 acres generally located on the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue. The Planning Commission and staff recommended approval. The annexation became effective on 06/10/05.
09/07/05	The City Council approved a request for a Rezoning (ZON-6928) from R-PD2 (Residential Planned Development-2 Units per Acre) to R-PD3 (Residential Planned Development-3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Waiver (WVR-6931) of Title 18.12.160 to allow approximately 176 feet between street intersections where 220 feet is the minimum distance separation required.
	The City Council approved a related request for a Variance (VAR-6930) to allow zero open space where 32,369 square feet is required for a proposed single family residential development.
	The City Council approved a related request for a Site Development Plan Review (SDR-6929) for a 50-lot single family residential development.
09/22/05	The Planning Commission approved a request for a Tentative Map (TMP-8628) for a 50-lot single family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard between Tropical Parkway and El Campo Grande Avenue. Staff recommended approval.

Staff Report Page Two
October 5, 2011 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
12/07/05	The City Council approved a request for a Petition to vacate (VAC-8986) a portion of Corbett Street generally located between Jones Boulevard and Bronco Street. The Planning Commission and staff recommended approval.
07/12/06	The City Council approved a request for a Review of Condition (ROC-12865) of condition #5 of a previously approved Rezoning (ZON-6928) to allow construction of rural street improvements where urban half street improvements were required for a proposed residential subdivision on 6.88 acres on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Staff recommended approval.
08/11/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-15079) for 'Tropical and Jones.'
10/18/06	The City Council approved a request for an Extension of Time (EOT-16574) of a previously approved Variance (VAR-6930) that allowed zero open space where 32, 369 square feet is required for a proposed single family residential subdivision on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Staff recommended approval.
09/19/07	The City Council approved a request for an Extension of Time (EOT-23578) of a previously approved Rezoning (ZON-6928) from R-PD2 (Residential Planned Development-2 Units per Acre) to R-PD3 (Residential Planned Development-3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-23673) of a previously approved Variance (VAR-6930) that allowed zero open space where 32, 369 square feet is required for a proposed single family residential subdivision.
	The City Council approved a related request for an Extension of Time (EOT-23576) of a previously approved Site Development Plan Review (SDR-6929) for a 50-lot single family residential subdivision.
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-23570) for a 49-lot single family residential subdivision on 14.29 acres adjacent to the west side of Jones Boulevard and Tropical Parkway. Staff recommended approval.
09/02/09	The City Council approved a request for an Extension of Time (EOT-35276) of a previously approved Rezoning (ZON-6928) from R-PD2 (Residential Planned Development-2 Units per Acre) to R-PD3 (Residential Planned Development-3 Units per Acre) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway. Staff recommended approval.

Staff Report Page Three

October 5, 2011 - City Council Meeting

09/02/09	The City Council approved a related request for an Extension of Time (EOT-35275) of a previously approved Variance (VAR-6930) that allowed zero open space where 32, 369 square feet is required for a proposed single family residential subdivision.
	The City Council approved a related request for an Extension of Time (EOT-35274) of a previously approved Site Development Plan Review (SDR-6929) for a 50-lot single family residential development.

<i>Most Recent Change of Ownership</i>	
12/29/09	A deed was recorded for a change in ownership.

<i>Related Building Permits/Business Licenses</i>	
08/16/11	A Code Enforcement case (104836) was processed for high weeds on property located at the southwest corner of Jones Boulevard and Tropical Parkway. The case is still open.
08/17/11	A Code Enforcement case (104916) was processed for high weeds on property located at the southwest corner of Jones Boulevard and Tropical Parkway. The case is still open.
There have not been any plans submitted for review, nor have any building permits been issued for the proposed development.	

<i>Pre-Application Meeting</i>
A pre-application meeting was not required, nor was one held.

<i>Neighborhood Meeting</i>
A neighborhood meeting was not required, nor was one held.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	14.29

Staff Report Page Four
October 5, 2011 - City Council Meeting

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
Subject Property	Undeveloped Land- Proposed Single Family Development	R (Rural Density Residential)	(Undeveloped) [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) with a Resolution of Intent to R-PD3 (Residential Planned Development-3 Units per Acre)
North	Single Family Residences	R (Rural Density Residential)	R-PD3 (Residential Planned Development-3 Units per Acre)
South	Undeveloped Land and Single Family Residences	R (Rural Density Residential)	R-D (Single-Family Residential-Restricted) and R-E (Residence Estates)
East	Clark County	Clark County	Clark County
West	Undeveloped Land and Single Family Residences	R (Rural Density Residential)	R-E (Residence Estates), R-D (Single-Family Residential-Restricted), and Clark County properties

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area		X	N/A
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
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

Staff Report Page Five
October 5, 2011 - City Council Meeting

ANALYSIS

This is the third request for an Extension of Time of a previously approved Rezoning (ZON-6928) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD3 (Residential Planned Development-3 Units per Acre) and a Site Development Plan Review (SDR-6929) for a 50-lot single family development; and a fourth request for an Extension of Time of a Variance (VAR-6930) to allow zero feet of open space where 32,369 square feet is required. No plans have been submitted for review, nor have any building permits been issued for the proposed project. The surrounding areas have not experienced any significant changes in land use or new development. There are two (2) open Code Enforcement cases (104916 and 104836) for excessive weeds on the subject site.

Title 19.16.090 of the Unified Development Code permits an extension of time for a Rezoning if the rezoning remains consistent with the surrounding area and pattern of development. Title 19.16.140 and 19.16.100 deems a Variance and Site Development Plan Review exercised upon the issuance of a building permit for new construction.

FINDINGS

The Rezoning (ZON-6928) continues to conform to the use and density classification of R (Rural Density Residential) of the General Plan. The Variance (VAR-6930) and Site Development Plan Review (SDR-6929) have not been exercised in accordance with the requirements of Title 19.16.140 and 19.16.100 as no building permits have been issued for the proposed project. The applicant is requesting an Extension of Time due to current housing market and lending conditions in the area, and anticipates beginning construction within the three years. As the area has not experienced any significant changes in land use or new development, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Rezoning (ZON-6928), Variance (VAR-6930) and Site Development Plan Review (SDR-6929) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-42930** APN: 125-26-707-002,005
Name of Property Owner: Colfin WLH Land Acquisitions, ^{LLC} 125-09-704-001, 002,003
Name of Applicant: Colfin WLH Land Acquisitions, ^{LLC}
Name of Representative: Taney Engineering

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: _____

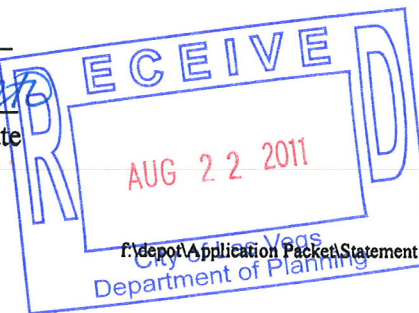
Print Name: _____

Mark M. Hedstrom
Vice President

Subscribed and sworn before me

This _____ day of _____, 20____

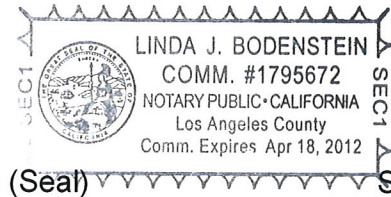
Calif. Jurat attached hereto
Notary Public in and for said County and State



State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th
day of August, 2011, by Mark M. Hedstrom

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time ZON-6928
Project Address (Location) Tropical & Jones
Project Name Tropical & Jones 125-26-704-001.002.003 Proposed Use _____
Assessor's Parcel #(s) 125-26-707-002.005 Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 14.3 Lots/Units 49 Density _____
Additional Information _____

PROPERTY OWNER Colfin WLH Land Acquisitions, LLC Contact Scott Swapp
Address 500 Pilot Road, Suite G Phone: 263-8200 Fax: 263-8220
City Las Vegas State NV Zip 89119
E-mail Address Scott.swapp@lyonhomes.com

APPLICANT Colfin WLH Land Acquisitions, LLC Contact Scott Swapp
Address 500 Pilot Road, Suite G Phone: 263-8200 Fax: 263-8220
City Las Vegas State NV Zip 89119
E-mail Address Scott.swapp@lyonhomes.com

REPRESENTATIVE Taney Engineering Contact Shaelyn Sandoval
Address 6030 S. Jones, Suite 100 Phone: 362-8844 Fax: 362-5233
City Las Vegas State NV Zip 89118
E-mail Address Shaes@taneycorp.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 Mark M. Hedstrom

Vice President

Subscribed and sworn before me

This _____ day of _____

California-Torata attached hereto, 20 AUG 22 2011

Notary Public in and for said County and State

City of Las Vegas
Department of Planning

FOR DEPARTMENT USE ONLY

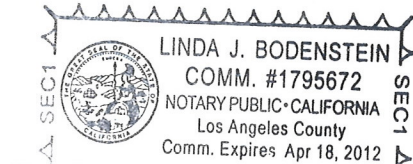
Case #	<u>EOT-42930</u>
Meeting Date:	<u>10-5-11</u>
Total Fee:	<u>300.00</u>
Date Received:*	<u>8-22-11</u>
Received By:	<u>[Signature]</u>

*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.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th
day of August, 2011, by Mark M. Hedstrom

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



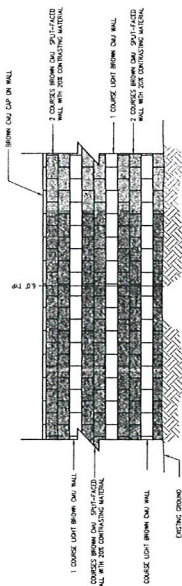
(Seal)

Signature

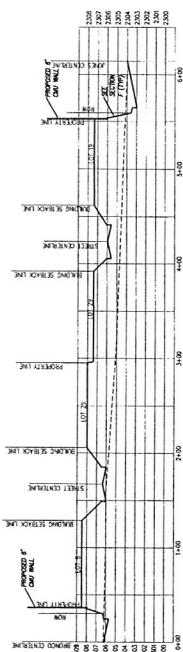
A handwritten signature in blue ink, appearing to read "Mark M. Hedstrom", written over a horizontal line.



TYPICAL LOT SETBACKS

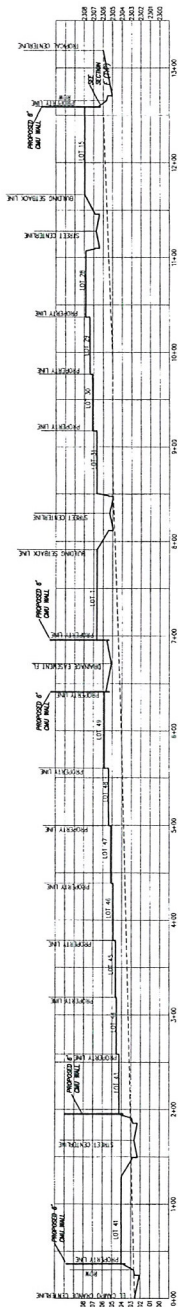


PERIMETER DECORATIVE BLOCK WALL SECTION



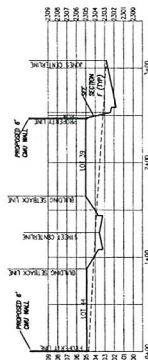
SECTION I

SCALE: 1"=5'-0" HORIZ., 1"=5' VERT.



SECTION J

SCALE: 1"=5'-0" HORIZ., 1"=5' VERT.



SECTION K

SCALE: 1"=5'-0" HORIZ., 1"=5' VERT.



EOT-42929
EOT-42930
EOT-42931

REVISIONS DESCRIPTION DATE BY CHECKED BY	WILLIAM LYON HOMES 1455 VICTORIA WAY LAS VEGAS, NV 89135 702.340.0000 FAX: 702.340.0000 TANYA L. ENGINEERING 1455 VICTORIA WAY LAS VEGAS, NV 89135 702.340.0000 FAX: 702.340.0000	TENTATIVE MAP A RESIDENTIAL SUBDIVISION	ENGINEER'S SEAL DATE: 07/31/07 SCALE: 1"=60' JOB NO: WLL-05-055 DESIGNED BY: MC CHECKED BY: BLL SHEET NAME: TM2 SHEET 2 OF 2
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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

September 3, 2009

Mr. Scott Swapp
William Lyon Homes, Inc.
500 Pilot Road, Suite G
Las Vegas, NV 89119

RE: EOT-35276 - EXTENSION OF TIME
CITY COUNCIL MEETING OF SEPTEMBER 2, 2009

Dear Applicant:

The City Council at a regular meeting held September 2, 2009, APPROVED the request for an Extension of Time of a previously approved Rezoning (ZON-6928) FROM R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APN: 125-26-704-001, 002, 003 and 125-26-707-002 and 005), Ward 6 (Ross). The Notice of Final Action was filed with the Las Vegas City Clerk on September 3, 2009. This approval is subject to:

Planning & Development

1. This Rezoning (ZON-6928) shall expire on September 7, 2011 unless another Extension of Time is approved by the City Council.
2. Conformance to all conditions of approval of Rezoning (ZON-6928) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

A handwritten signature in cursive script that reads "Carmel Viado".

Carmel Viado
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Robert Cunningham
Taney Engineering
6030 South Jones Boulevard, Suite #100
Las Vegas, NV 89118

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

VOICE 702.229.6011
TTY 702.386.9108



EOT-42930

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-42929 - EXTENSION OF TIME RELATED TO EOT-42930 - VARIANCE - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITION, LLC - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-6930) TO ALLOW ZERO FEET OF OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for EOT-35275

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-42929** APN: 125-26-707-002,005
Name of Property Owner: Colfin WLH Land Acquisitions, LLC 125-09-704-001, 002,003
Name of Applicant: Colfin WLH Land Acquisitions, LLC
Name of Representative: Taney Engineering

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: _____

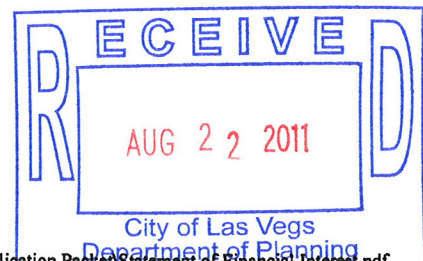
Signature of Property Owner: _____

Print Name: Mark M. Hedstrom
Vice President

Subscribed and sworn before me

This _____ day of _____, 20____

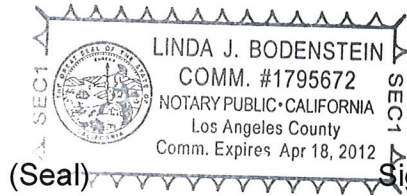
Calif. Jurat attached hereto
Notary Public in and for said County and State



State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th
day of August, 2011, by Mark M. Hedstrom

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

A handwritten signature in blue ink, appearing to read "Linda J. Bodenstein", written over a horizontal line.





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time VAR-6930
Project Address (Location): Tropical & Jones
Project Name: Tropical & Jones 125-26-704-001.002.003 Proposed Use: _____
Assessor's Parcel #(s): 125-26-707-002.005 Ward #: _____
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage: _____ Floor Area Ratio: _____
Gross Acres: 14.3 Lots/Units: 49 Density: _____
Additional Information: _____

PROPERTY OWNER Colfin WLH Land Acquisition, LLC Contact Scott Swapp
Address 500 Pilot Road, Suite G Phone: 263-8200 Fax: 263-8220
City Las Vegas State NV Zip 89119
E-mail Address Scott.swapp@lyonhomes.com

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E-mail Address Scott.swapp@lyonhomes.com

REPRESENTATIVE Taney Engineering Contact Shaelyn Sandoval
Address 6030 S. Jones, Suite 100 Phone: 362-8844 Fax: 362-5233
City Las Vegas State NV Zip 89118
E-mail Address Shaes@taneycorp.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 Mark M. Hedstrom

Vice President

Subscribed and sworn before me

This _____ day of _____

Call. Jurat attached hereto

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT-42929</u>
Meeting Date:	<u>10/5/11</u>
Total Fee:	<u>300.00</u>
Date Received:*	<u>8-22-11</u>
Received By:	<u>[Signature]</u>



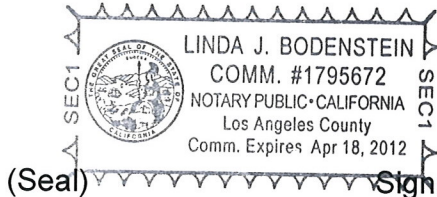
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

FiledepotApplication Packet\Application Form.pdf

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th
day of August, 2011, by Mark M. Hedstrom

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature





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

Mr. Scott Swapp
William Lyon Homes, Inc.
500 Pilot Road, Suite G
Las Vegas, NV 89119

RE: EOT-35275 - EXTENSION OF TIME
CITY COUNCIL MEETING OF SEPTEMBER 2, 2009

Dear Applicant:

The City Council at a regular meeting held September 2, 2009, APPROVED the request for an Extension of Time of a previously approved Variance (VAR-6930) to ALLOW ZERO FEET OF OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 125-26-707-005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 6 (Ross). The Notice of Final Action was filed with the Las Vegas City Clerk on September 3, 2009. This approval is subject to:

Planning & Development

1. This Variance (VAR-6930) shall expire on September 7, 2011 unless another Extension of Time is approved by the City Council.
2. Conformance to all conditions of approval of Variance (VAR-6930) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Carmel Viado
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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

VOICE 702.229.6011
TTY 702.386.9108

cc: Mr. Robert Cunningham
Taney Engineering
6030 South Jones Boulevard, Suite #100
Las Vegas, NV 89118



EOT-42929

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-42931 - EXTENSION OF TIME RELATED TO EOT-42930 AND EOT-42929 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-6929) FOR A 50-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002 and 005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for EOT-35274

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-42931** APN: 125-26-707-002,005
Name of Property Owner: Colfin WLH Land Acquisitions, LLC 125-09-704-001, 002,003
Name of Applicant: Colfin WLH Land Acquisitions, LLC
Name of Representative: Taney Engineering

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

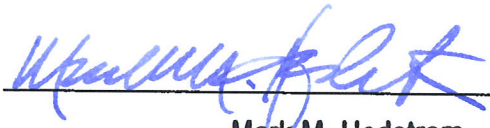
☒ No

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: Mark M. Hedstrom
Vice President

Subscribed and sworn before me

This _____ day of _____, 20____

Calif. Jurat attached hereto

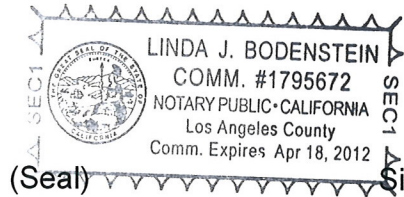
Notary Public in and for said County and State



State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th
day of August, 20 11, by Mark M. Hedstrom

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time SDR-6929
Project Address (Location) Tropical & Jones
Project Name Tropical & Jones 125-26-704-001.002.003 Proposed Use _____
Assessor's Parcel #(s) 125-26-707-002.005 Ward # _____
General Plan: existing _____ proposed _____ Zoning: existing _____ proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 14.3 Lots/Units 49 Density _____
Additional Information _____

PROPERTY OWNER Colfin WLH Land Acquisitions, LLC Contact Scott Swapp
Address 500 Pilot Road, Suite G Phone: 263-8200 Fax: 263-8220
City Las Vegas State NV Zip 89119
E-mail Address Scott.swapp@lyonhomes.com

APPLICANT Colfin WLH Land Acquisitions, LLC Contact Scott Swapp
Address 500 Pilot Road, Suite G Phone: 263-8200 Fax: 263-8220
City Las Vegas State NV Zip 89119
E-mail Address Scott.swapp@lyonhomes.com

REPRESENTATIVE Taney Engineering Contact Shaelyn Sandoval
Address 6030 S. Jones, Suite 100 Phone: 362-8844 Fax: 362-5233
City Las Vegas State NV Zip 89118
E-mail Address Shaes@taneycorp.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 Mark M. Hedstrom

Subscribed and sworn before me Vice President

This _____ day of _____, 20 _____.

Calif Jurat attached hereto

Notary Public in and for said County and State

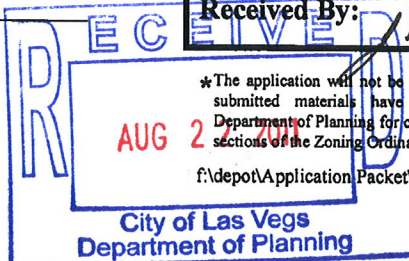
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>EOT-42931</u>
Meeting Date:	<u>10-5-11</u>
Total Fee:	<u>300.00</u>
Date Received:*	<u>8-22-11</u>
Received By:	<u>[Signature]</u>

*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.

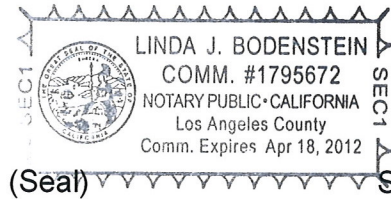
f:\depot\Application Packet\Application Form.pdf



State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th
day of August, 2011, by Mark M. Hedstrom

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature





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

Mr. Scott Swapp
William Lyon Homes, Inc.
500 Pilot Road, Suite G
Las Vegas, NV 89119

RE: EOT-35274 - EXTENSION OF TIME
CITY COUNCIL MEETING OF SEPTEMBER 2, 2009

Dear Applicant:

The City Council at a regular meeting held September 2, 2009, APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-6929) FOR A 50-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003 and 125-26-707-002, and 005), Ward 6 (Ross). The Notice of Final Action was filed with the Las Vegas City Clerk on September 3, 2009. This approval is subject to:

Planning & Development

1. This Site Development Plan Review (SDR-6929) shall expire on September 7, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Site Development Plan Review (SDR-6929) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Carmel Viado
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Robert Cunningham
Taney Engineering
6030 South Jones Boulevard, Suite #100
Las Vegas, NV 89118

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

VOICE 702.229.6011
TTY 702.386.9108



EOT-42931

**AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 5, 2011****DEPARTMENT: PLANNING****DIRECTOR: FLINN FAGG**☐ Consent ☒ Discussion**SUBJECT:**

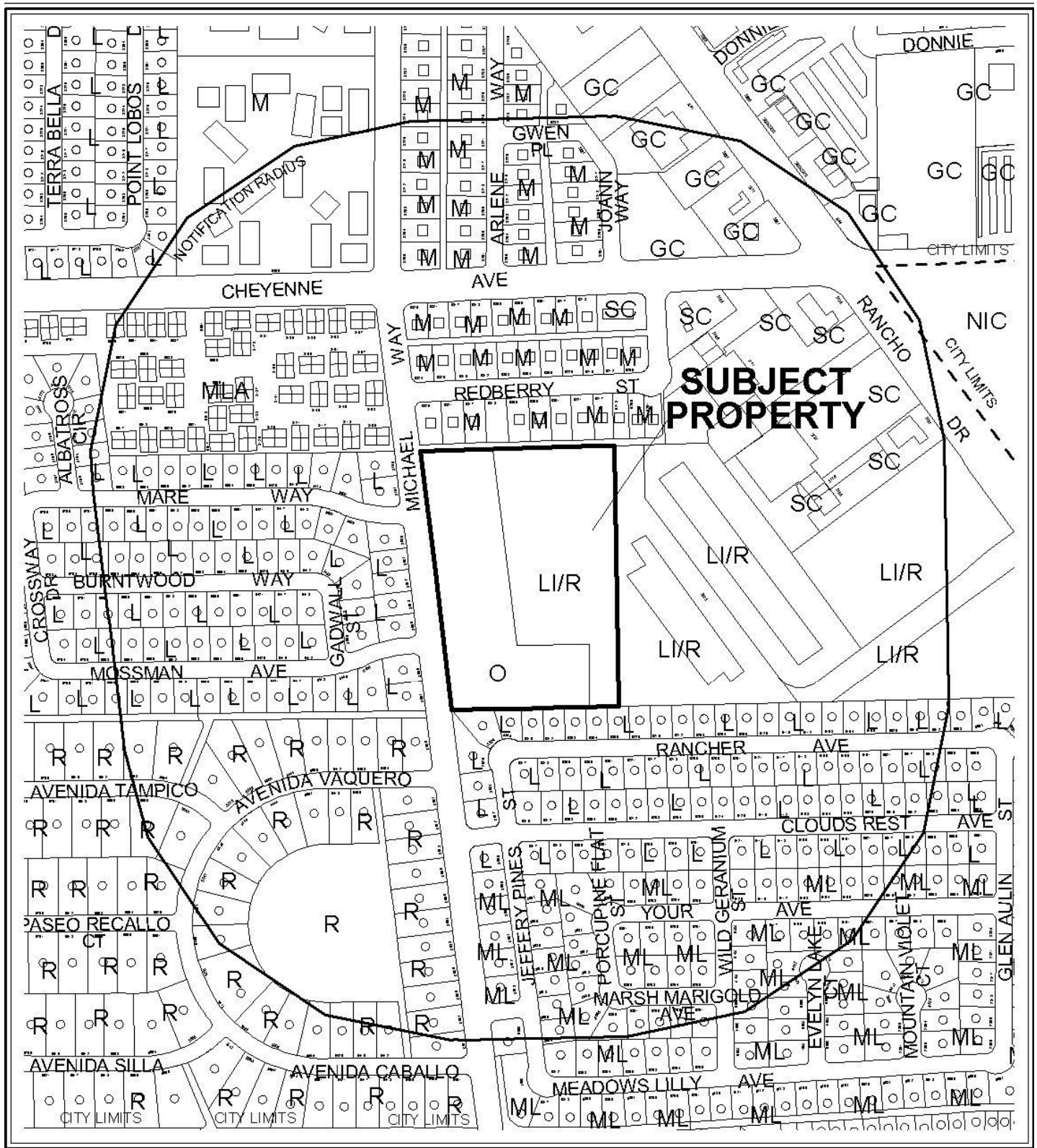
GPA-41777 – ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING
- APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a
General Plan Amendment FROM: O (OFFICE) and LI/R (LIGHT INDUSTRY/RESEARCH)
TO: M (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN
138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission
(5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:**Planning Commission Mtg.****13****City Council Meeting****11****APPROVALS RECEIVED BEFORE:****Planning Commission Mtg.****0****City Council Meeting****1****RECOMMENDATION:**

Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-41777, ZON-41778 and SDR-41779
3. Supporting Documentation
4. Photos - GPA-41777, ZON-41778 and SDR-41779
5. Justification Letter - GPA-41777, ZON-41778 and SDR-41779
6. Protest/Support Postcards – GPA-41777, ZON-41778 and SDR-41779
7. Backup referenced from the August 9, 2011 Planning Commission Meeting Items – GPA-41777 and ZON-41778



CASE: GPA-41777

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE) AND LI/R (LIGHT INDUSTRY/RESEARCH)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

M (MEDIUM DENSITY RESIDENTIAL)

0 300 600 Feet





CASE: GPA-41777

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE) AND LI/R (LIGHT INDUSTRY/RESEARCH)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

M (MEDIUM DENSITY RESIDENTIAL)

0 300 600 Feet



City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT/OWNER: RANCHO PROPERTIES, LLC

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
GPA-41777	Staff recommends DENIAL.	
ZON-41778	Staff recommends DENIAL.	GPA-41777
SDR-41779	Staff recommends DENIAL, if approved subject to conditions:	GPA-41777 ZON-41778

**** CONDITIONS ****

SDR-41779 CONDITIONS

Planning

- The applicant shall provide notification to residents that the project is located within the Airport Overlay District.
- Approval of a General Plan Amendment (GPA-41777) and Rezoning (ZON-41778) shall be required, if approved.
- 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.
- All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 05/12/11, except as amended by conditions herein.
- A Waiver from Title 19.06.110 is hereby approved, to allow no landscape buffer along portions of the north perimeter where six feet is required.
- An Exception from Title 19.06.110 is hereby approved, to allow no trees in the parking lot where required due to a sewer easement and to have nine fewer additional parking lot trees than required.
- An Exception from Title 19.06.110 is hereby approved, to allow 126 total perimeter trees for the project.

YK

**Conditions Page Two
October 5, 2011 - City Council Meeting**

8. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
9. 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 05/12/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.
10. 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.
11. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
12. 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.
13. Air conditioning units shall not be mounted on rooftops.
14. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.08.040.
15. 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 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.

Conditions Page Three
October 5, 2011 - City Council Meeting

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. Construct all incomplete half-street improvements on Michael Way adjacent to this site 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.
19. Remove all substandard public street improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.
20. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
21. No new permanent structures or landscaping taller than 3 feet shall be allowed within the existing 20-foot public sewer easement granted by Plat Book 95 Page 52.
22. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings for this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

Staff Report Page Four
October 5, 2011 - City Council Meeting

23. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant has requested to change the General Plan and Zoning on 9.92 undeveloped acres in order to construct a 136-unit apartment complex. The property is currently planned for use as LI/R (Light Industry/Research). The location near the end of the primary runway at North Las Vegas Airport and being in the final approach path for aircraft tends to support the current land use designation. The Clark County Department of Aviation has notified staff of its strong opposition to changing the use to allow a residential development. Staff supports the reasoning and recommends denial of the requests. If denied, the property would remain designated for LI/R (Light Industry/Research) development and no residential component could be built.

ISSUES

- A Waiver is required to allow a zero-foot landscape buffer along a portion of the north perimeter where six feet is required. Staff supports the request as it is adjacent to an alley.
- An Exception is required to allow no parking lot shade trees where required due to an existing sewer easement. Staff supports the request as the design of the project prohibits this requirement from being met.
- An Exception is required to allow 126 perimeter trees where 133 are required. Staff supports the request as the existing sewer easement prohibits this requirement from being met.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
1962	The City Council approved Annexation (A-0003-62), which included the property located at 3000 North Michael Way.
12/15/76	The Board of Adjustments approved Variance a(V-0091-76) to allow two horses per lot on property zoned R-D (Residential Development) at 3000 North Michael Way. Staff had no objection to the request.
03/20/91	The City Council approved Rezoning (Z-0009-91) from R-E (Residence Estates) and C-2 (General Commercial) to C-M (Commercial Industrial) for an office commercial park at 3000 North Michael Way. The Planning Commission and staff recommended approval. The 2-year Resolution of Intent expired without being exercised.

Staff Report Page Two
October 5, 2011 - City Council Meeting

12/20/95	The City Council approved Rezoning (Z-0090-95) from R-E (Residence Estates) and C-2 (General Commercial) to C-M (Commercial Industrial) for an office commercial park and mini-storage facility at 3000 North Michael Way. The Planning Commission and staff recommended approval. The 1-year Resolution of Intent and several Extensions Of Time expired without being exercised.
08/11/97	The City Council approved Rezoning (Z-0036-97) from R-E (Residence Estates) to C-M (Commercial Industrial) for an office park at 3000 North Michael Way. Condition 7 prohibited all but emergency access off of Michael Way. The Planning Commission recommended denial and staff recommended approval.
08/09/11	The Planning Commission voted (5-1-1/bg/gf) to recommend APPROVAL (PC Agenda Items #11, 12 & 13/yk)

Most Recent Change of Ownership

11/18/10	A deed was recorded for a change in ownership.
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Related Building Permits/Business Licenses

11/02/07	Code Enforcement issued a citation (#59473) for trash and illegal dumping at 3000 North Michael Way. The case was closed on 11/15/07.
07/09/08	Code Enforcement issued a citation (#67556) for a damaged utility box at 3000 North Michael Way. The case was closed on 07/10/08.
08/13/10	Code Enforcement issued a citation (#93631) for noise at 3000 North Michael Way. The case was closed on 08/17/10.
11/17/10	Code Enforcement issued a citation (#96307) for trash at 3000 North Michael Way. The case was closed on 11/18/10.

Pre-Application Meeting

04/06/11	Staff met with the applicant and reviewed the requirements for a General Plan Amendment, Rezoning and Site Development Plan Review application for a proposed apartment complex.
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Neighborhood Meeting

06/09/11	A neighborhood meeting was held. Four members of the public attended and were evenly split, two to two on the project. The two who were not in favor of the project expressed concerns regarding increased crime and traffic that generally come with higher density developments. They also felt that the existing zoning was an appropriate buffer for the area.
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Staff Report Page Three
October 5, 2011 - City Council Meeting

Field Check	
06/02/11	Staff visited the site and found a fenced, clean undeveloped lot.

Details of Application Request	
Site Area	
Net Acres	9.92

Surrounding Property	Existing Land Use Per Title 19.12	Planned or Special Land Use Designation	Existing Zoning District
Subject Property	Undeveloped	LI/R (Light Industrial/Research)	O (Office)
		Proposed: M (Medium Density Residential)	C-M (Commercial/Industrial)
			Proposed: R-3 (Medium Density Residential)
North	Single Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Retail	LI/R (Light Industrial/Research)	C-M (Commercial/Industrial)
	Office		
West	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	Yes	No	Compliance
Special Purpose and Overlay Districts	Yes	No	Compliance
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (35 Feet)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Staff Report Page Four
October 5, 2011 - City Council Meeting

DEVELOPMENT STANDARDS

Pursuant Title 19.06.110, the following standards apply:

Standard	Required/Allowed	Provided	Compliance
Min. Lot Size	6,500 SF	432,466 SF	Y
Dwelling Units per Acre	13-50 Units Per Acre	14 Units Per Acre	Y
Min. Setbacks			
• Front	10 Feet	23 Feet	Y
• Side	5 Feet	20 Feet	Y
• Rear	20 Feet	50 Feet	Y
Min. Distance Between Buildings	10 Feet	20 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	55 Feet	24 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated and roofed	Y
Mech. Equipment	Screened	Screened	Y

Residential Adjacency Standards	Required/Allowed	Provided	Compliance
3:1 proximity slope	41.65 Feet	41.65 Feet	Y
Adjacent development matching setback	20 Feet	41 Feet	Y
Trash Enclosure	50 Feet	80 Feet	Y

Pursuant to Title 19.06.110, the following standards apply:

Landscaping and Open Space Standards				
Standards	Required		Provided	Compliance
	Ratio	Trees		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	30 Trees	26 Trees	N
• South	1 Tree / 20 Linear Feet	26 Trees	25 Trees	N
• East	1 Tree / 20 Linear Feet	40 Trees	39 Trees	N
• West	1 Tree / 20 Linear Feet	37 Trees	36 Trees	N
TOTAL PERIMETER TREES		133 Trees	126 Trees	N
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	38 Trees	20 Trees	N

Staff Report Page Five
October 5, 2011 - City Council Meeting

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width			
• North	6 Feet	0 Feet	N
• South	6 Feet	20 Feet	Y
• East	6 Feet	6 Feet	Y
• West	10 Feet	15 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential	6 Feet	Y

<i>Street Name</i>	<i>Functional Classification of Street(s)</i>	<i>Governing Document</i>	<i>Actual Street Width (Feet)</i>	<i>Compliance with Street Section</i>
Michael Way	Secondary Collector	Master Plan of Streets and Highways	80	Y

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	
2 Bedroom Apartments	80	1 per 1.75 du	140				
3 Bedroom Apartments	56	1 per 2.0 du	112				
Visitor	136	1 per six units	23				
TOTAL SPACES REQUIRED			275		409		Y
Regular and Handicap Spaces Required			1		1		Y

Waivers		
Requirement	Request	Staff Recommendation
To provide a six foot wide landscape buffer along the north perimeter.	To allow no landscape buffer along a portion of the north perimeter.	Approval

Staff Report Page Six
October 5, 2011 - City Council Meeting

<i>Exceptions</i>		
<i>Requirement</i>	<i>Request</i>	<i>Staff Recommendation</i>
To require 1 tree at the end of each parking lot row and 1 tree for each 6 uncovered parking spaces.	To allow no trees in the parking lot where required due to a sewer easement and to have 9 fewer additional parking lot trees.	Approval
To have 1 perimeter tree every 20 foot on center for a total of 133 perimeter trees.	To allow 126 total perimeter trees.	Approval

ANALYSIS

The applicant is requesting that the General Plan and Zoning be changed to allow a 136-unit multi-family residential project to be built where the General Plan and current Zoning allow only commercial and light industrial uses to be located. The Clark County Department of Aviation (CCDOA) has expressed concerns with the project and believes that commercial and light industrial uses would be the best suited for the parcel as currently permitted. Specifically, the CCDOA had the following comments:

“Federal Aviation Regulations (Title 14, Part 77) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure greater than 200 feet in height (77.13(a)(1)) or that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway greater than 3,200 feet in length (77.13(a)(2)(i)). Such notification allows the FAA to determine what impact, if any, the proposed development will have upon navigable airspace, and allows the FAA to determine where the development requires obstruction marking or lighting.

The proposed development will exceed the 100:1 notice requirement for the North Las Vegas Airport (VGT). Therefore, as required by 14 CFR Part 77, a condition has been added that the FAA must be notified of the proposed construction or alteration.

The CCDOA is also concerned about the proposed residential nature of the project. The project is located approximately one-half mile from, and directly adjacent to preferred flight patterns for VGT. The subject property is exposed to significant single-event aircraft over-flight noise, and many aircraft are at very low altitudes above it. Future demand for air travel and airport operations is expected to increase significantly. Clark County intends to continue to upgrade VGT to meet future air traffic demand. CCDOA stresses that the current zoning is appropriate for non-residential uses. The FAA will no longer provide remedial noise mitigation measures for

Staff Report Page Seven
October 5, 2011 - City Council Meeting

incompatible development impacted by aircraft operations for projects constructed after October 1, 1998. A commercial project would be more compatible with existing and future airport operations. If the project is approved, CCDOA suggests that the owner provide a stand-alone noise disclosure statement to the renter of each unit, and that the completed and recorded noise disclosure statements be forwarded to the CCDOA office. Staff recommends denial of the project in support of the concerns raised by the CCDOA.

The project requires the approval of a Waiver of the north perimeter landscape buffer. This waiver is for the areas where the trash enclosures are located. Since this perimeter is adjacent to an alley and only a minimum amount of landscaping is involved with the request, staff supports the waiver.

The two Exceptions are needed due to an existing sewer easement that crosses the parcel. Since trees cannot be planted over this easement, staff supports the request.

There is a multi-family development north of the proposal that was constructed in 1983, before the North Las Vegas Airport became busy. That project is just to the north of the primary flight path of aircraft landing at the airport. There are also single family neighborhoods to the west and south of the proposed project. The homes are all single story structures.

The current land use and zoning designations provide an appropriate buffer between the airport and the residential neighborhoods. Low flying aircraft will have less of a negative impact on such uses than a residential project would experience. There have been several aircraft accidents in the past few years that had a direct impact on residential neighborhoods in the area. An additional residential neighborhood would not be prudent land use planning. As such, staff recommends denial of the applications.

FINDINGS (GPA-41777)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

- 1. The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

A residential project is not compatible with the industrial/research land use adjacent along the east perimeter. The fact that low flying aircraft will continue to be present and actually increase with the growth of the airport also makes residential uses incompatible for the site.

Staff Report Page Eight
October 5, 2011 - City Council Meeting

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

A residential zoning designation is not compatible with the adjacent industrial use to the east.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

This is an infill project surrounded by a completely built urban environment. The available infrastructure is adequate to accommodate the project.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

There are no other applicable plans for this area.

FINDINGS (ZON-41778)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

This project does not conform to the General Plan and a subsequent General Plan Amendment accompanies this request.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

A high density residential project is not compatible with the surrounding land uses, specifically the North Las Vegas Airport.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

There is currently an abundance of vacant residential properties in the community and thus these conditions do not support the request at this time.

Staff Report Page Nine
October 5, 2011 - City Council Meeting

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

The project would be serviced by Michael Way, an 80-foot wide Secondary Collector.

FINDINGS (SDR-41779)

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;**

A high density residential project is not compatible at this location, due to the low flying aircraft landing at the North Las Vegas Airport. In addition, a residential project is not compatible with adjacent industrial land uses to the east.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

The proposed development is not consistent with Title 19.08 as is evidenced by the required waivers and exceptions.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

Michael Way, an 80-foot wide Secondary Collector right-of-way, is adequate to handle the traffic generated by the proposed development.

4. **Building and landscape materials are appropriate for the area and for the City;**

The proposed drought-resistant landscape plants and building material are appropriate for the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

The design of the project is aesthetically appropriate for the area and will not be obnoxious in appearance.

Staff Report Page Ten
October 5, 2011 - City Council Meeting

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

The project will require permits and inspections and thus the public health, safety and welfare will be protected. A condition has been added to notify the FAA via a Form 7460-1, which will allow the FAA to make a determination as to whether the proposed development will constitute a hazard to air navigation.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 345 (By City Clerk)

APPROVALS 0

PROTESTS 13



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-41777** APN: 138-13-512-001

Name of Property Owner: Rancho Properties, L.L.C.

Name of Applicant: Rancho Properties, L.L.C.

Name of Representative: Ernest A. Becker, IV

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

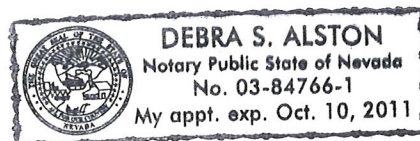
Signature of Property Owner: _____

Print Name: Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston
Notary Public in and for said County and State



RECEIVED
MAY 12 2011



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA: amend from O & L1/R to M
Project Address (Location) 3000 N Michael Way, Las Vegas Nevada
Project Name Crystal Park Apartment Homes Proposed Use apartments
Assessor's Parcel #(s) 138-13-512-001 Ward # 5-Barlow
General Plan: existing O&L1/R proposed M Zoning: existing O&L1/R proposed R-3
Commercial Square Footage n/a Floor Area Ratio _____
Gross Acres 9.92 Lots/Units 136 units Density 14.2 per acre
Additional Information _____

PROPERTY OWNER Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
Address 8090 S Durango Dr. Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

APPLICANT Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
Address 8090 S DURANGO DR. STE 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

REPRESENTATIVE Rancho Properties, L.L.C. Contact Brian T. Becker/Ernest A. Becker IV
Address 8090 S Durango Dr., Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.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 Ernest A. Becker, IV

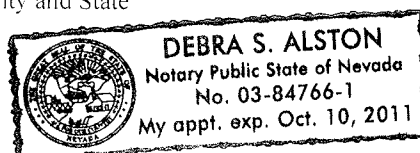
Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston

Notary Public in and for said County and State

Revised 10/27/08



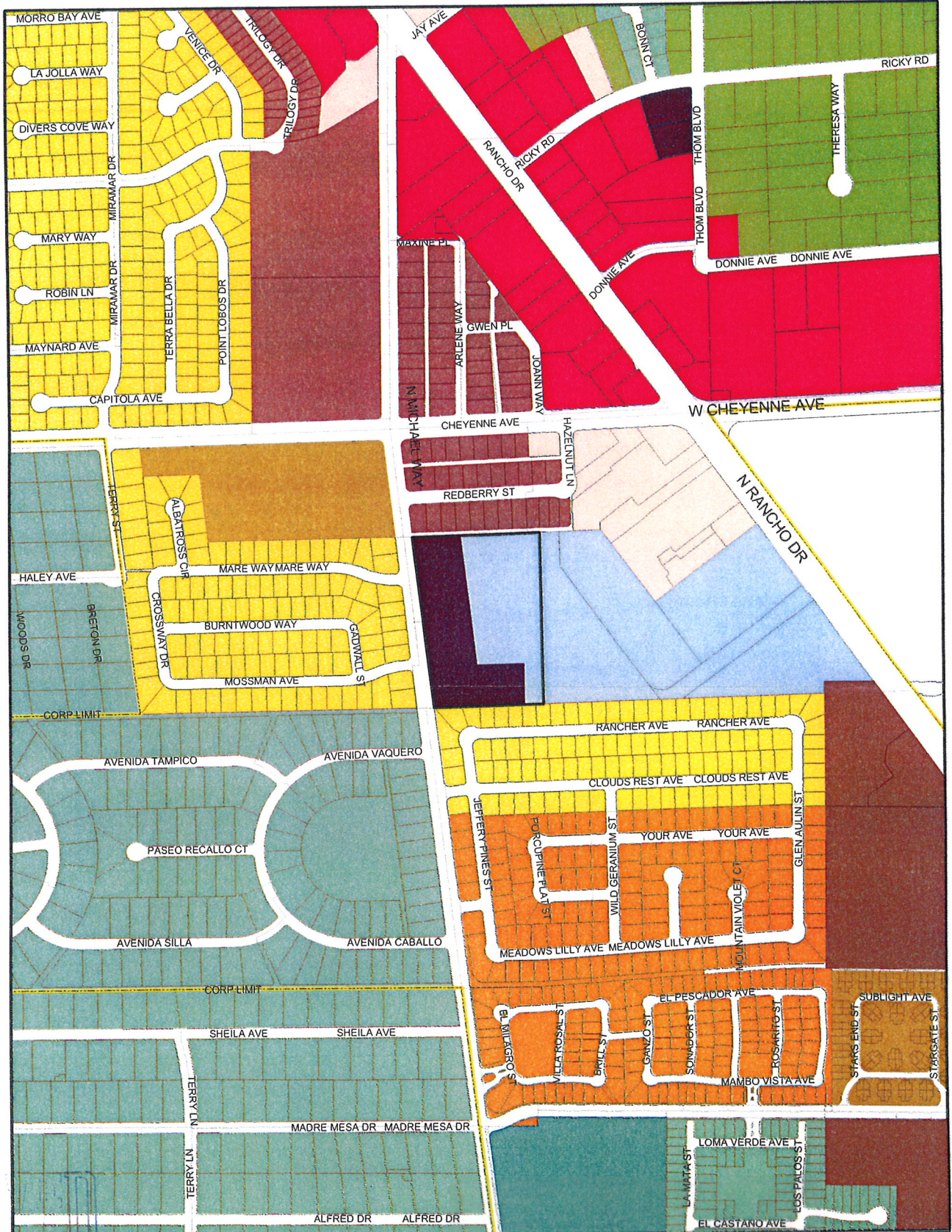
FOR DEPARTMENT USE ONLY

Case #
<u>6PA-41777</u>
Meeting Date: <u>7-12-11</u>
Total Fee: <u>\$ 2,000.00</u>
Date Received:* <u>5-12-11</u>
Received By: <u>J. M. M.</u>

*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.

File Depot Application Packet Application Form.pdf

GENERAL PLAN AMENDMENT Parcel: 138-13-512-001



RECEIVED
MAY 12 2011

GENERAL PLAN AMENDMENT

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached

- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District

- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County

- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

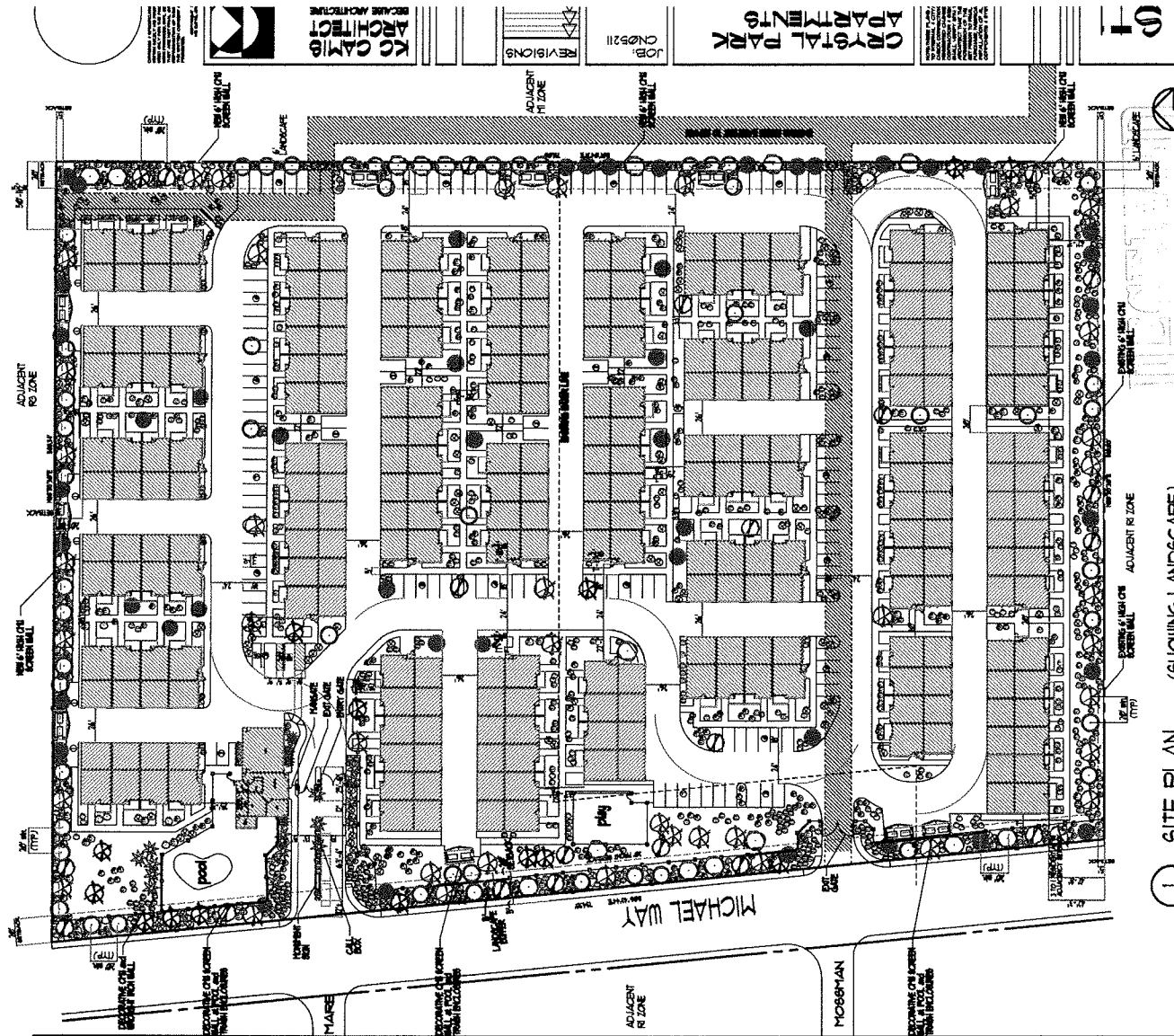
GPA-41777 FROM LI/R
AND O TO M



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 Systems Planning & Development Dept. 702-259-0311

Printed: April 25, 2011



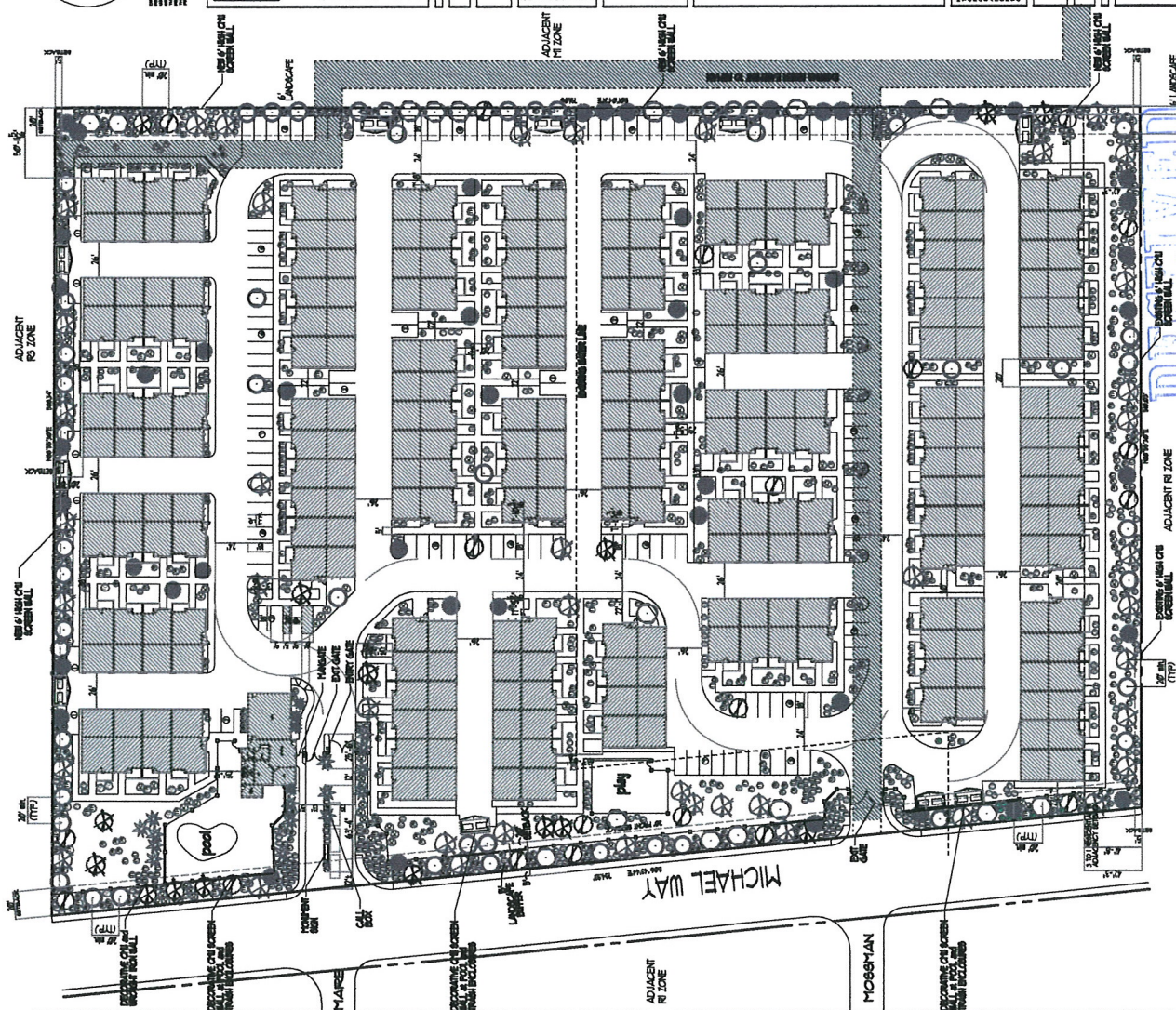
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① SITE PLAN (SHOWING LANDSCAPE)

GPA-41777 ZON-41778

SDR-41779

2012



① LANDSCAPE PLAN
SCALE: 1" = 40'-0"
GPA-41777 ZON-41778
SDR-41779
MAY 12 2011

PLANT LEGEND

TREES	SIZE	QUANTITY (per-acre)	QUANTITY (historic)
1. REDWOOD	34" DIA.	1	1
2. DOUGLAS FIR	24" DIA.	3	3
3. PINE	24" DIA.	3	3
4. OAK	24" DIA.	6	6
5. MAPLE	24" DIA.	6	6
6. BIRCH	24" DIA.	7	7
7. ALDER	24" DIA.	20	20
8. WILLOW	24" DIA.	20	20
TOTAL		100	100

SHRUBS AND GROUND COVER			
1. SHRUB	9.6 AL.	1	3
2. GROUND COVER	9.6 AL.	60	22
3. FERN	9.6 AL.	30	40
4. MOSS	9.6 AL.	30	30
5. LICHEN	9.6 AL.	2	41
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PLANTAS NATIVAS
Plantas nativas
 DECORATIVE LANDSCAPE SOLUTIONS
 1 GAL.

REGULATION

[illegible]

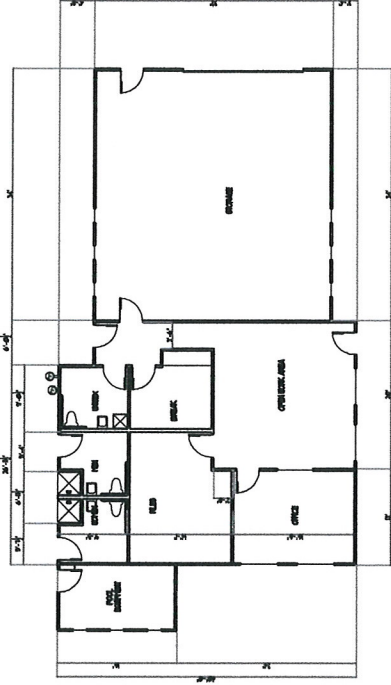


GPA-41777 ZON-41778
SDR-41779

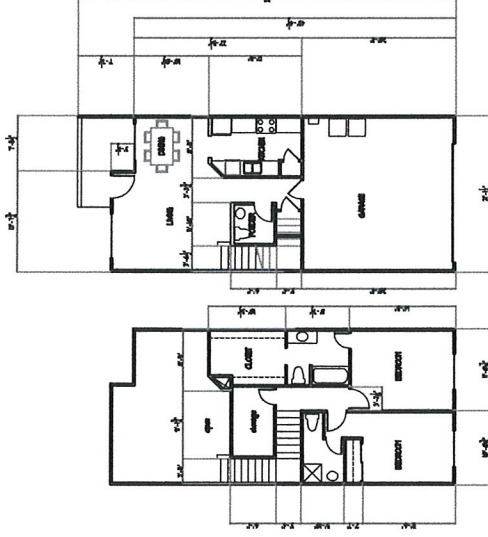
UNIQUE
VANT CLAD - WHITE

SIDE ELEVATION
SCALE: 1/8" = 1'-0"

BACK ELEVATION (6 FLEX)
SCALE: 1/8" = 1'-0"

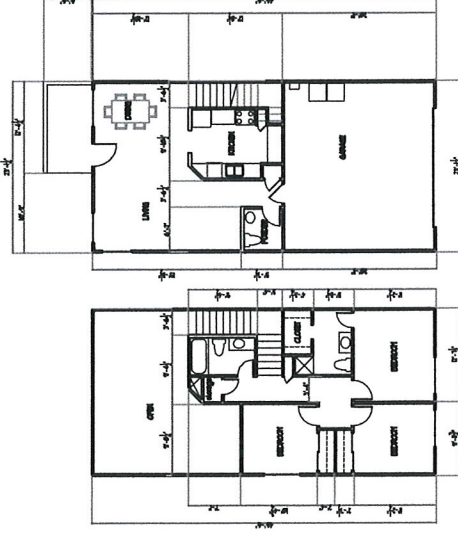


MANAGER'S OFFICE



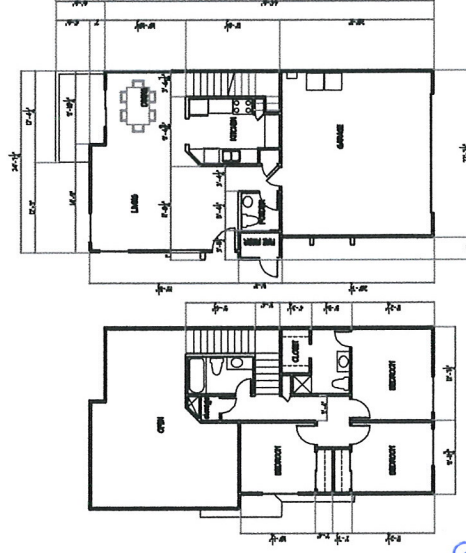
1st FLOOR
TYP. INTERIOR UNIT
(2 BEDROOM)

2nd FLOOR



1st FLOOR
BACK END UNIT
(3 BEDROOM)

2nd FLOOR



1st FLOOR
FRONT END UNIT
(3 BEDROOM)

2nd FLOOR

FLOOR PLAN (BACK END UNIT)
SCALE: 1/8" = 1'-0"

RECEIVED
MAY 12 2011

GPA-41777 ZON-41778
SDR-41779

1



KC CAMBIO
ARCHITECT

PROFESSIONAL ARCHITECT
STATE OF CALIFORNIA
NO. 10000

KC CAMBIO
ARCHITECT
PROFESSIONAL ARCHITECT
STATE OF CALIFORNIA
NO. 10000

REVISIONS
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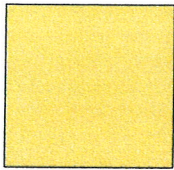
JOB: _____

CONTRACTOR: _____

DATE: _____

12

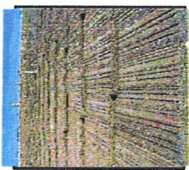
COLOR/MATERIALS BOARD



A STUCCO FIELD
PRAZEE CL7164D 'SAHARA'



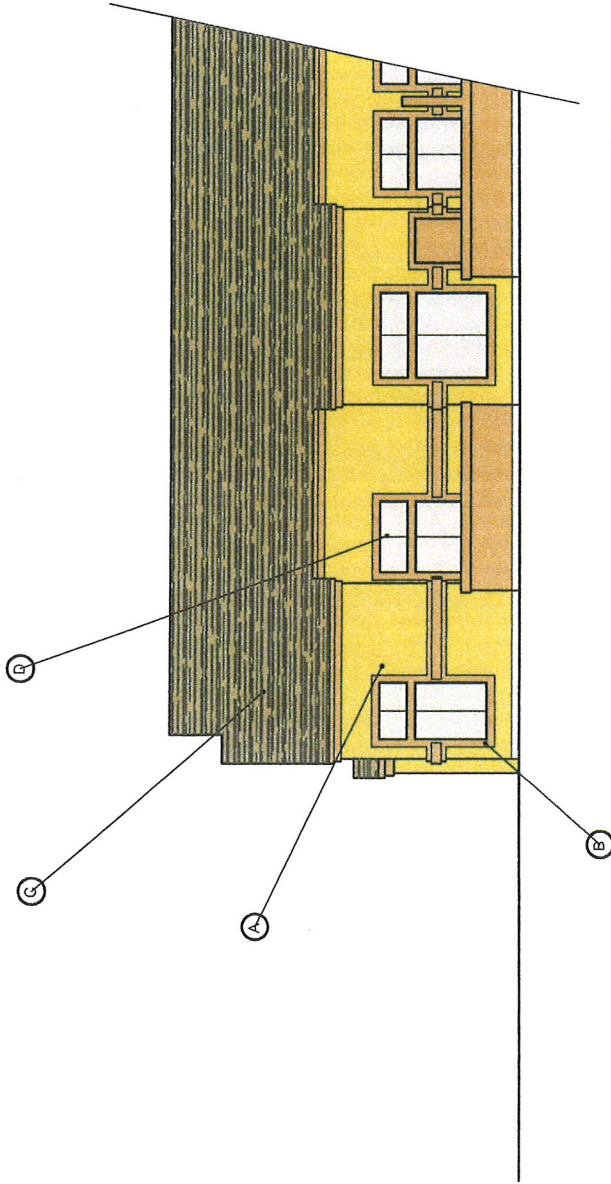
B TRIM
PRAZEE CL2736N 'ALMOST OCHRE'



C ROOF
SLATE PROFILE CONCRETE TILE
DESERT TAN



D GLAZING
CLEAR DUO PANE GLAZING



RECEIVED
MAY 12 2011

GPA-41777 ZON-41778
SDR-41779

K&C CAMIE
ARCHITECT
INC. 10000
Boulevard de la
Santé, Suite 100
Montreal, QC H3T 1M6
Tel: (514) 393-1111
Fax: (514) 393-1112
www.kc-camie.com

DATE: _____
JOB: _____
JOB NO: _____
JOB NAME: _____

REVISIONS

NO.	DESCRIPTION
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FOR: B&B GROUP
10000
Boulevard de la
Santé, Suite 100
Montreal, QC H3T 1M6
Tel: (514) 393-1111
Fax: (514) 393-1112
www.kc-camie.com

Entrance to Development with electronic gate



Submitted at Planning Commission

Date 7/12/2011 Item 20-22

Rear of Apartment Homes showing garage entrance



END Elevation of Building and built in 2 car garage



Front of Apartment Homes with walkway, landscaping and front entrance



Swimming pool area with Jacuzzi





**GPA-41777, ZON-41778 & SDR-41779 - APPLICANT/OWNER: RANCHO PROPERTIES, LLC
3000 NORTH MICHAEL WAY**

06/02/11



**GPA-41777, ZON-41778 & SDR-41779 - APPLICANT/OWNER: RANCHO PROPERTIES, LLC
3000 NORTH MICHAEL WAY**

06/02/11



BEKS GROUP LLC

May 6, 2011

City of Las Vegas
Department of Planning
333 N Rancho Drive
Las Vegas NV 89106

Re: Justification Letter
Department of Planning applications
ZON, GPA, and SDR

Subject: Crystal Park Apartment Homes
3000 N Michael Way
APN 138-13-512-001

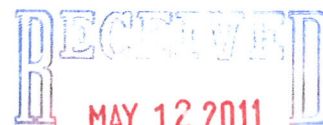
Dear Sir or Madame;

In conjunction with the above referenced applications, please let this letter serve as the required Justification Letter to the applications.

Issue, Information, and Findings. We are proposing to develop two-story apartment homes on the subject 9.92 vacant land parcel noted above consisting of 80 two-bedroom units and 56 three-bedroom units with two-car garages (136 total units).

The land is currently designated as O (office) and L1/R (light industrial/research) and would need to be re-designated for Medium Density Residential and Apartment (R-3). The subject land is mostly surrounded by residential areas (R-3 to the north, R-1 to the south, and R-1 to the west) and we feel apartment homes would be better suited for this parcel and more compatible with the surrounding properties than the business park we would otherwise propose. An apartment home project would generate substantially fewer people present on the property at a given time, which would mean far less traffic and therefore less noise, and other traffic related problems for the surrounding residents than a business park.

Tables noting the number of people present on a given day, the number of open and/or garaged parking spaces, and the amount of traffic (i.e., number of trips) the proposed apartment homes as differentiated from an otherwise proposed business park on the same parcel are stated below:



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<i>Residents/Employees/Service Personnel</i>	<i>Proposed Apartment Homes</i>	<i>Current proposed Light Industrial/Office project ("Business Park")</i>
Estimated Number of Residents/Employees/Service Personnel on a given day	520	1,360

<i>Parking Spaces</i>	<i>Proposed Apartment Homes</i>	<i>Current proposed Light Industrial/Office project ("Business Park")</i>
Number of regular open parking spaces	135	*506
Number of parking spaces enclosed in garages	272	0

* based on current proposed twelve 2-story office buildings with 16 offices per building for a total of 192 offices

<i>*Traffic: number of trips</i>	<i>Proposed Apartment Homes</i>	<i>Current proposed Light Industrial/Office project ("Business Park")</i>
Average Day, number of trips	948	2,145
AM Peak Hours, number of trips	71	185
PM Peak Hours, number of trips	93	193

*See Traffic Generation report attached

The ingress and egress at the north end of the apartment homes project and a second egress would be quite a distance away from the existing residential houses on the south side of the project. Our proposed apartment home plan would keep the majority of the parking away from those houses and there would be less traffic and less traffic noise than would occur from the allowed 192 offices.

These apartment home units will be an asset to the neighborhood and will provide large units with 2-car garages. Large units of this nature are lacking in this area. We estimate the rent to be in the approximate range from \$975 to \$1,200 per month. We anticipate this project will introduce a higher living environment much more compatible with the single family homes in the area than a business park.

The leasing/management office for the project would be located at the northwest area of the property far away from the residential homes along the south and west property line adjacent to Michael Way, 80' from a right-of-way and a 20' from a

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SDR-41779
 MAY 12 2011

dedicated alley. Office hours for the on-site office would be Monday through Friday 8:00 a.m. to 5:00 p.m. plus Saturdays 10:00 a.m. to 2:00 p.m.

Number of employees/residents. The number of residents would be 239.36 persons, based on the U. S Census Bureau 1990 results as provided by the City of Las Vegas Environmental Impact Assessment, 1.76 persons multiplied by 136 units.

Hours of operation. Office hours for the on-site office would be Monday through Friday 8:00 a.m. to 5:00 p.m. plus Saturdays 10:00 a.m. to 2:00 p.m.

Existing similar uses owned or operated. In addition to other residential and commercial properties in the Las Vegas area, we currently own and operate a similar apartment project with attached garages named the Hidden Canyon Village Apartments at 3940 Scott Robinson Boulevard in North Las Vegas Nevada.

Specific state licenses. No specific state licenses are required to operate an apartment home project.

Green Building Program. This project will not participate in the Las Vegas Green Building Program.

LEED construction. This project will not be constructed to LEED or other equivalent standards.

Alternative energy sources or water savings measures. Although this project will not utilize any alternative energy sources, we do plan the following energy saving/water saving measures:

Energy-saving light bulbs will be used, and we will look into and consider other feasible energy saving measures as we become aware of them.

Desert landscaping is planned in order to save water plus water saving fixtures and faucets.

Connectivity to adjacent parcels. This project will not be connected to any other parcel.

Walkable community. This project qualifies as a walkable community in that it is within ½ mile of more than one commercial property containing restaurants, grocery stores, and other amenities.

Sustainable construction. The other means of sustainable construction for this project include the positioning of the buildings, light color paint, and the use of energy-saving lights.

Urban Forestry Initiative. Currently there are no trees on the vacant land however some trees will be planted to provide shade.

Bicycle parking. We plan to provide some bicycle parking at the project.

Electric vehicle recharging stations. No charging stations are planned at this time

GPA-41777 ZON-41778
SDR-41779

MAY 12 2011

May 6, 2011
Page 4

We appreciate your consideration in this matter. Please feel free to contact me at (702) 395-9244 extension 413 if you have any questions or concerns regarding this matter.

Yours truly,
Rancho Properties, L.L.C.

Ernest A. Becker, Jr.
Manager

RECEIVED
MAY 12 2011

GPA-41777 ZON-41778
SDR-41779

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



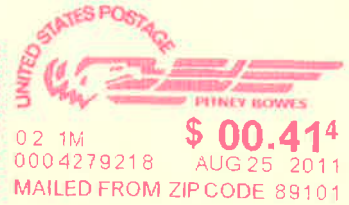
I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777, ZON-41778 & SDR-41779

City Council Meeting of 9/7/2011

PRESORTED
FIRST CLASS



With all the available homes in this city, we don't need another 136 unit apt. complex built.

WRIGHT JOHN R
2816 WILD GERANIUM ST
LAS VEGAS NV 89108-4087

2011 AUG 29 P 12:07

APN#13813614013

24 SEP 11 09:10



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



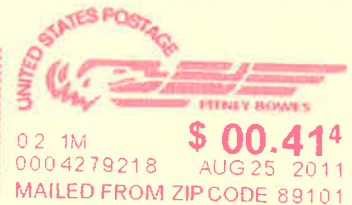
I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777, ZON-41778 & SDR-41779

City Council Meeting of 9/7/2011

PRESORTED
FIRST CLASS



RECEIVED
CITY CLERK

2011 AUG 29 P 3:56

*- TOO CLOSE TO THE
N.L.V. AIRPORT.
- PLEASE FOLLOW
STAFF RECOMMENDATIONS
AND DENY.*

COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

APN#13813113011

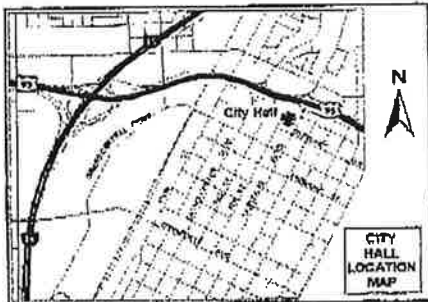
24 SEP 11 09:10



*- TOO MANY APARTMENT COMPLEXES IN THE
AREA ALREADY. (CHEYNE + MICHAEL)*

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.

GPA-41777, ZON-41778 & SDR-41779

City Council Meeting of 9/7/2011

*I OPPOSE ALL REQUEST
VERY STRONGLY!!*

24 SEP 11 09:10

2011 AUG 30 A 7:11

CITY CLERK

CHOATE LIVING TRUST
CHOATE JAMES R & NIDA F TRS
5300 MARSH MARIGOLD AVE
LAS VEGAS NV 89108-4091

APN#13813615040

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.

GPA-41777, ZON-41778 & SDR-41779

City Council Meeting of 9/7/2011

24 FEBRUARY 2011

PRESORTED
FIRST CLASS



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AUG 25 2011

*
1. 6500 ft. KE CONCRETE LANE HOME
2. Airport DANGER
3. POLYESTER PRONG AREA
4. HIGH CRIME AREA
5. PLANE CRASH SITE
6. DENSITY SINGLE STORY
7. PARK NEEDED
8. BECKER NO LONGER SHOWING
MEYER KENNETH W JR
5612 AVENIDA TAMPICO
LAS VEGAS NV 89108-4183
RESPECT FOR NEIGHBORHOOD ON
MICHAEL WAY HE BUILT IN
APN#13813211004
BORSES
9. RED ELEMENTARY OVER
CROWDED



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



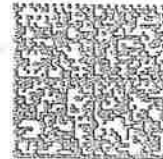
I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777, ZON-41778 & SDR-41779

City Council Meeting of 9/7/2011

PRESORTED
FIRST CLASS



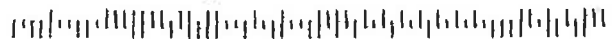
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0004279218 AUG 25 2011
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK

2011 AUG 30 P 1:28

9/7/2011 GPA-41777,ZON-41778,SDR-41779
Mr. Brian Becker
Rancho Properties, LLC
8090 South Durango Drive, Suite No. 115
Las Vegas, NV 89113

2011 AUG 30 P 1:28



**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
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 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.

Case: GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

24 DRDFN11 89108

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
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0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

They have already approved a church at Michael Way and ~~Smoke Ranch~~ that will increase traffic along Michael Way. Another set of apartments would increase the traffic even more. This is supposed to be a

Case: GPA-41777
13813212024
SHRINER NATASHA L
2825 MICHAEL WY
LAS VEGAS NV 89108-4171

residential area - the street has already become a short cut for many drivers & drivers do not adhere to the 25mph speed zone.

07/02/2011 13:08 7023967107

ROGER MORLEY

PAGE 01/01

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.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



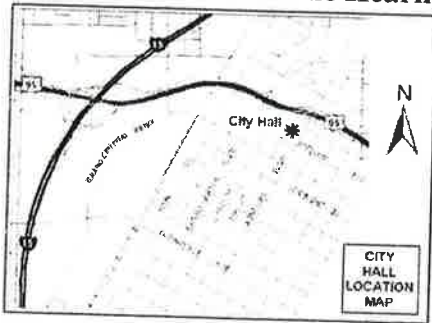
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0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

Case: GPA-41777
13813610037
MORLEY ROGER S & DEBBIE L
5124 CLOUDS REST AVE
LAS VEGAS NV 89108-4039

24 DRDFN11 89108

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



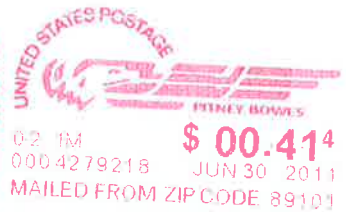
I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



RECEIVED

JUL 11 2011

13813610036

Case: GPA-41777

SMITH DUANE F REVOCABLE LIV TR
9861 WHITE LILAC ST
LAS VEGAS NV 89178-7583

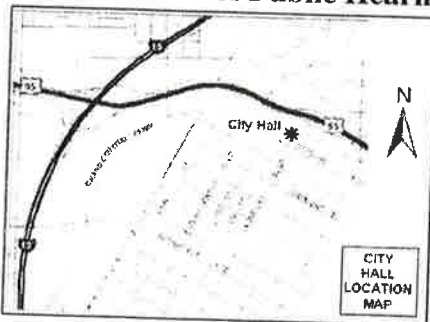
20-21
P

54 DPDFN11 89178



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



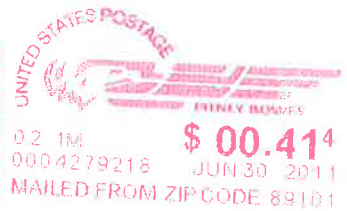
I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



13813113042

Case: GPA-41777

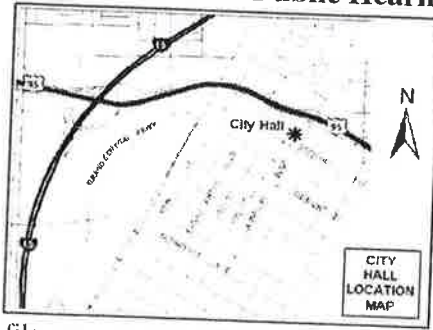
BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

20-21
P

24 DPDFN11 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.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

24 00000000 00100

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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

STRONGLY

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

24 00000000 00100

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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

24 00000000 00100

PRESORTED
FIRST CLASS



02 1M
0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

I WOULD NOT OPPOSE THIS
PROJECT IF THERE WERE
LESS APARTMENT / CONDO
COMPLEXES ALREADY AT
THE INTERSECTION OF
MICHAEL + CITY AVENUE.

THANKS

13813113011
COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

Case: GPA-41777



20-21
P

13813201001
K O'S TRUST
5512 AVENIDA CABALLO
LAS VEGAS NV 89108-4103

Case: GPA-41777

20-21
P

13813211002
PATTERSON CAROLYN F & JEFFREY A
5604 AVENIDA TAMPICO
LAS VEGAS NV 89108-4183

Case: GPA-41777

20-21
P

DIPONZIO PATRICIA M
5308 CLOUDS REST AVE
LAS VEGAS NV 89108-4036

20-21
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.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

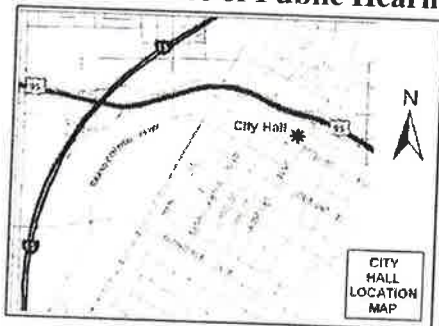
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

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PRESORTED
FIRST CLASS



RECEIVED

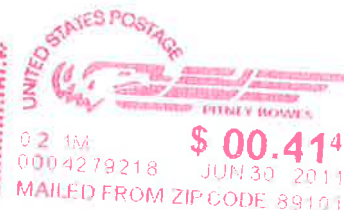
JUL 11 2011

13813212004

Case: GPA-41777

RAMAGE KENNETH R & PAMELA M.
5412 AVENIDA VAQUERO
LAS VEGAS NV 89108-4151

PRESORTED
FIRST CLASS



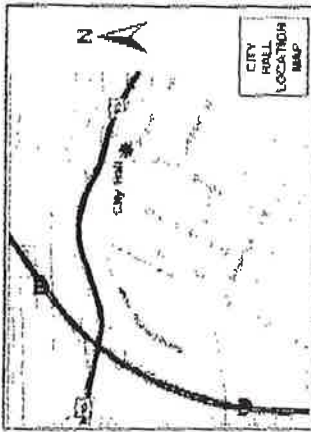
13813111035

Case GPA-41777

BUZZARD ERIC E
5601 BURNWOOD WY
LAS VEGAS NV 89108-4134

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.

GPA41777 & ZON-41778

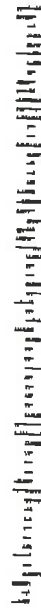
Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



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MCCLLENACHAN SUZANNE REV TR
5521 AVENIDA VAQUERO
LAS VEGAS NV 89108-4106
Case: GPA-41777



20-21 138106

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JUL 11 2011

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.
GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

PRESORTED
FIRST CLASS



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JUN 30 2011
MAILED FROM ZIP CODE 89101

13813610010
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

Case: GPA-41777

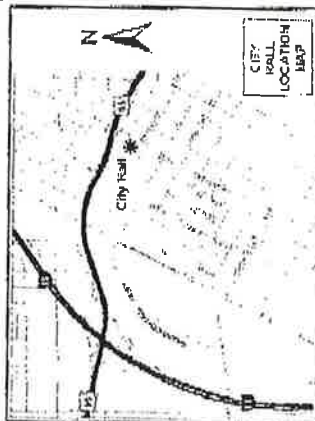
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JUL 12 2011

20-21
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City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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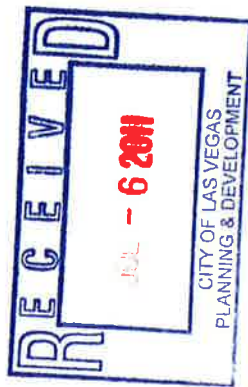
☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use a available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011



Case: GPA-41777
 13813610042
 SCHMIDT BRIAN M & JENNIFER L
 5209 CLOUDS REST AVE
 LAS VEGAS NV 89108-4035

20-21
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**AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 5, 2011****DEPARTMENT: PLANNING****DIRECTOR: FLINN FAGG**☐ Consent ☒ Discussion**SUBJECT:**

ZON-41778 – ABEYANCE ITEM - REZONING RELATED TO GPA-41777 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Rezoning FROM: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

RECOMMENDATION:

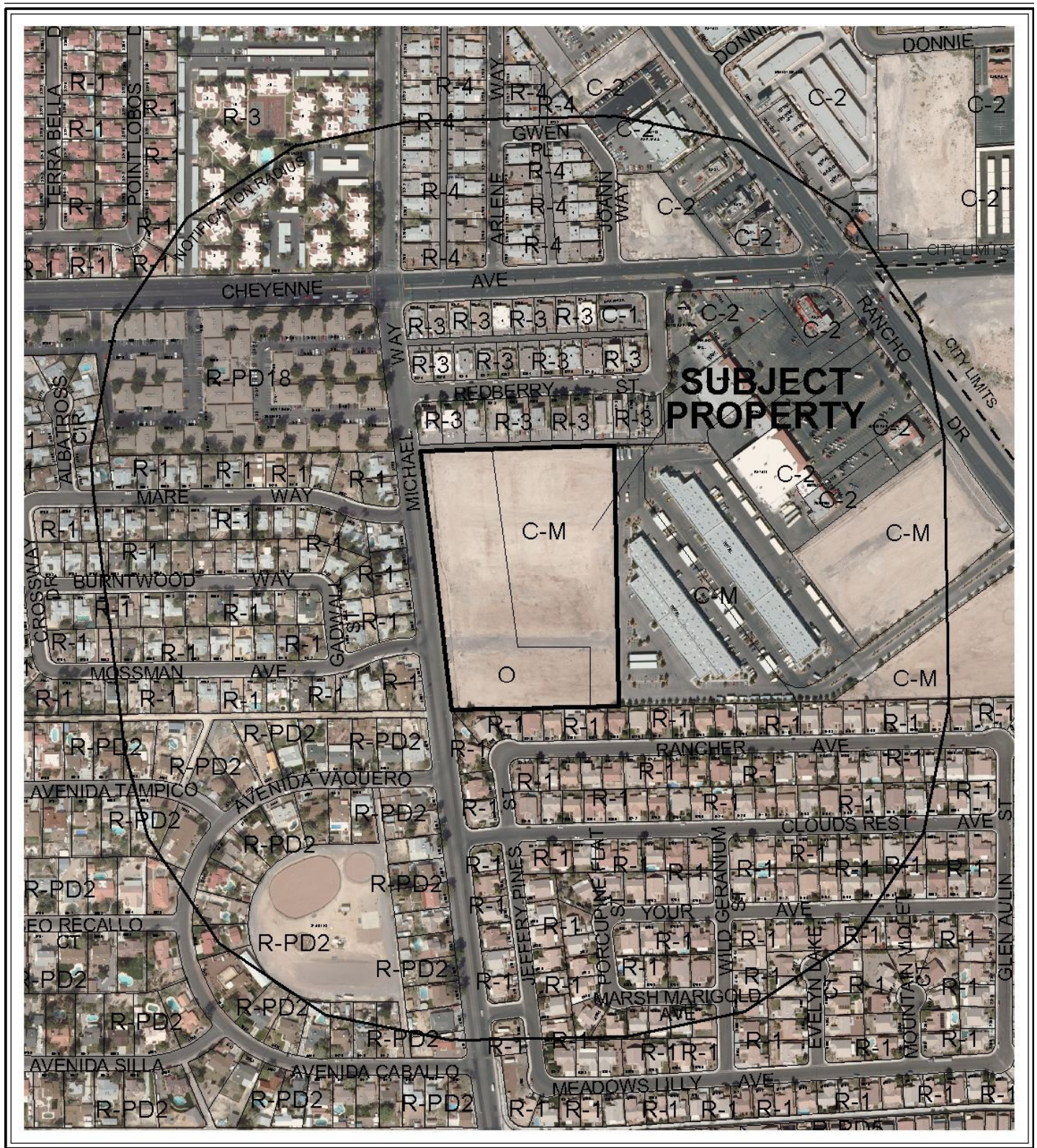
Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Location and Aerial Maps - ZON-41778 and SDR-41779
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.





CASE: ZON-41778 AND SDR-41779

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-41778** APN: 138-13-512-001

Name of Property Owner: Rancho Properties, L.L.C.

Name of Applicant: Rancho Properties, L.L.C.

Name of Representative: Ernest A. Becker, IV

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

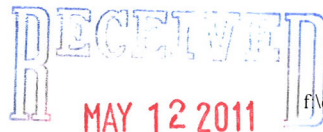
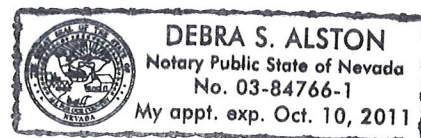
Signature of Property Owner: _____

Print Name: Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: ZON: zone change from O & L1/R to R-3
Project Address (Location) 3000 N Michael Way, Las Vegas Nevada
Project Name Crystal Park Apartment Homes Proposed Use apartments
Assessor's Parcel #(s) 138-13-512-001 Ward # 5-Barlow
General Plan: existing O&L1/R proposed M Zoning: existing O&L1/R proposed R-3
Commercial Square Footage n/a Floor Area Ratio _____
Gross Acres 9.92 Lots/Units 136 units Density 14.2 per acre
Additional Information _____

PROPERTY OWNER Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
Address 8090 S Durango Dr. Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

APPLICANT Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
Address 8090 S DURANGO DR. STE 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

REPRESENTATIVE Rancho Properties, L.L.C. Contact Brian T. Becker/Ernest A. Becker IV
Address 8090 S Durango Dr., Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

Property Owner Signature* _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

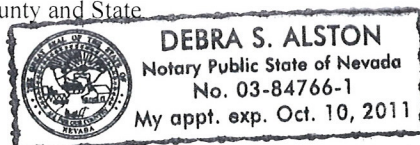
Print Name Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011.

Debra S. Alston

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>ZON-41778</u>
Meeting Date:	<u>7-12-11</u>
Total Fee:	<u>\$1200.00</u>
Date Received:	<u>5-12-11</u>
Received By:	<u>JF Muel</u>

*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
MAY 12 2011

REZONING Parcel: 138-13-512-001



RECEIVED
MAY 12 2011

ZON-41778

ZONING		U	R-MH	R-MHP	PD
C-V	R-D	R-3	N-S	T-D	TC
C-PB	R-PD	R-4	O	C-2	C-M
P-C	R-1	R-5	C-D	M	
			C-1		

**FROM C-M
AND O TO R-3**



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

Printed: April 25, 2011

**AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 5, 2011****DEPARTMENT: PLANNING****DIRECTOR: FLINN FAGG**☐ Consent ☒ Discussion**SUBJECT:**

SDR-41779 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Backup referenced from the August 9, 2011 Planning Commission Meeting Item – SDR-41779

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41779** APN: 138-13-512-001

Name of Property Owner: Rancho Properties, L.L.C.

Name of Applicant: Rancho Properties, L.L.C.

Name of Representative: Ernest A. Becker, IV

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

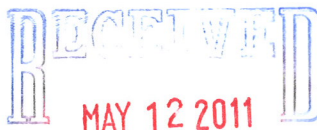
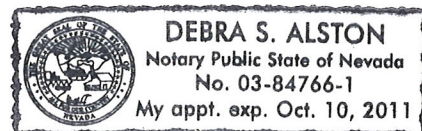
Print Name: Ernest A. Becker, IV

Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston

Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR - Site development plan review
Project Address (Location) 3000 N Michael Way, Las Vegas Nevada
Project Name Crystal Park Apartment Homes Proposed Use apartments
Assessor's Parcel #(s) 138-13-512-001 Ward # 5-Barlow
General Plan: existing O&L1/R proposed M Zoning: existing O&L1/R proposed R-3
Commercial Square Footage n/a Floor Area Ratio _____
Gross Acres 9.92 Lots/Units 136 units Density 14.2 per acre
Additional Information _____

PROPERTY OWNER Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
Address 8090 S Durango Dr. Ste 115 Phone: (702) 395-9244 Fax: (702) 395-4155
City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.com

APPLICANT Rancho Properties, L.L.C. Contact Ernest A. Becker, IV
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City Las Vegas State NV Zip 89113
E-mail Address eabj@beksgroup.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 Ernest A. Becker, IV

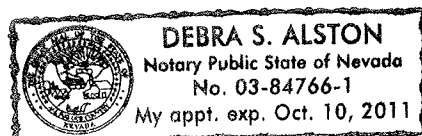
Subscribed and sworn before me

This 11th day of May, 2011

Debra S. Alston

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>SDR-41779</u>
Meeting Date:	<u>7-12-11</u>
Total Fee:	<u>\$1030.00</u>
Date Received:	<u>5-12-11</u>
Received By:	<u>JF Marshall</u>

*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

3000 N. Michael Way

Proposed 136 unit apartment complex.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	APARTMENT [DWELL]	136	6.72	914
AM Peak Hour			0.51	69
PM Peak Hour			0.62	84

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Michael Way

Average Daily Traffic (ADT)	2,838
PM Peak Hour	227

(heaviest 60 minutes)

Cheyenne Avenue

Average Daily Traffic (ADT)	38,700
PM Peak Hour	3,096

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

Existing Street Capacity	
Michael Way	16,300
Cheyenne Avenue	51,800

This project will add approximately 914 trips per day on Michael Way and Cheyenne Ave. Michael is currently at about 17 percent of capacity and Cheyenne is at about 75 percent of capacity. After this project is added, Michael is expected to be at about 23 percent of capacity and Cheyenne to be at about 76 percent of capacity.

Based on Peak Hour use, this development will add roughly 84 additional cars into the area, which works out to about three every two minutes.

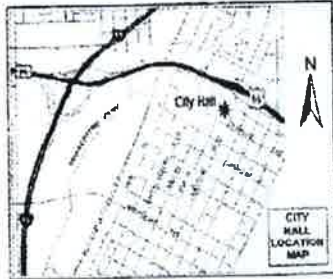
Note that this report assumes all traffic from this development uses all named streets.

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

City of Las Vegas
Department of Planning
Development Services Center

333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

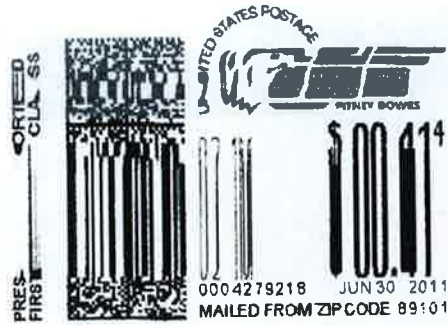
☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011



RECEIVED

JUL 07 2011

Case: SDR-41779
13813610037
MORLEY ROGER S & DEBBIE L
5124 CLOUDS REST AVE
LAS VEGAS NV 89108-4039

24 DPDFN11 89106



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

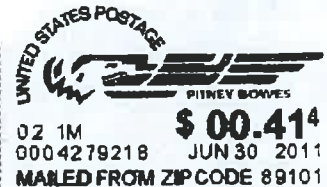
☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

R-41779

Planning Commission Meeting of 7/12/2011

**PRESORTED
FIRST CLASS**



also, in regard to the apt. complex request: There is already an excess of apts. in this vicinity of questionable value apts. on Cheyenne that endanger the value of the housing tracts.

Case: SDR-41779
13813212024
SHRINER NATASHA L
2825 MICHAEL WY
LAS VEGAS NV 89108-4177

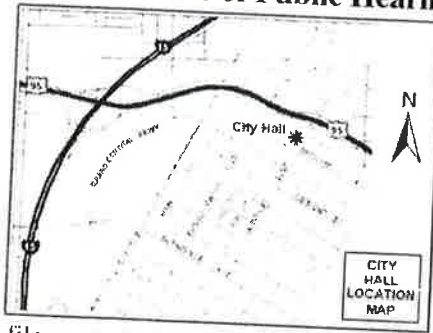
RECEIVED

JUL 07 2011

24 DPDFN11 89106



Official Notice of Public Hearing



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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

Case: SDR-41779
13813212004
RAMAGE KENNETH R & PAMELA M
5412 AVENIDA VAQUERO
LAS VEGAS NV 89108-4151

RECEIVED

JUL 11 2011

22P

24 DRDFN11 89108



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

Case: SDR-41779
13813610030
DIPONZIO PATRICIA M
5308 CLOUDS REST AVE
LAS VEGAS NV 89108-4036

22P

24 DRDFN11 89108



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☐

I SUPPORT
this Request

☒

I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

Case: SDR-41779
13813610036
SMITH DUANE F REVOCABLE LIV TR
9861 WHITE LILAC ST
LAS VEGAS NV 89178-7583

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JUL 11 2011

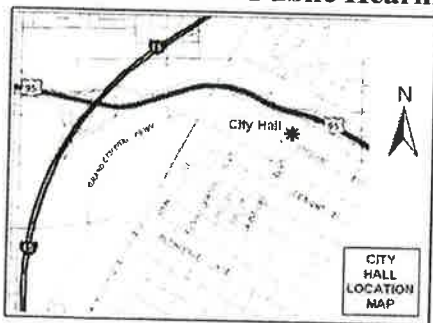
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54 DRDFN11 89178



Return Service Requested

Official Notice of Public Hearing



Planning Commission Meeting of 7/12/2011

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☒ 021-229-

Planning Commission Meeting of 7/12/2011

24 DRDFN11 09109

☒

Planning Commission Meeting of 7/12/2011

24 DECEMBER 11 09:09

**PRESORTED
FIRST CLASS**



UNITED STATES POSTAGE
02 1M
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MAILED FROM ZIP CODE 89101

TOO MANY APARTMENT
COMPLEXES NEARBY
ALREADY. MY NEIGHBORHOOD
HAS A HIGH CRIME RATE
WITHOUT THIS "NEW"
COMPLEX ALREADY

3509 MAKE WY
LAS VEGAS NV 89108-4135

RECEIVED

JUL - 6 2011

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

228

Case: SDR-41779

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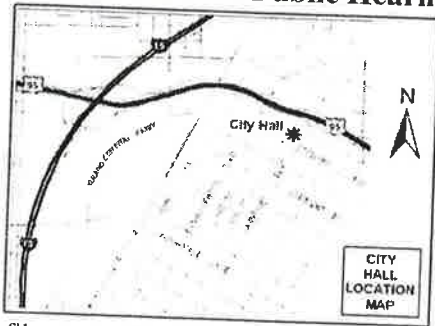
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Case: SDR-41779

22P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐

I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011



13813113042
BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

Case: SDR-41779

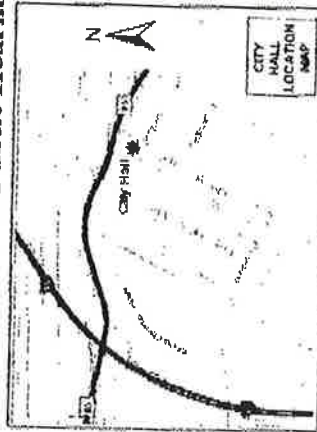
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24 DRDFN11 83108



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) 229-6445.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41779

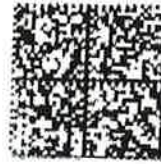
Planning Commission Meeting of 7/12/2011

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PRESORTED
FIRST CLASS



13813211038
MCCLLENACHAN SUZANNE REV TR
5521 AVENIDA VAQUERO
LAS VEGAS NV 89108-4106
Case: SDR-41779



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07/12/2011 08:41 7026496027
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

CITY OF NLV ADMIN SV

PAGE 01/01

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.
SDR-41779

Planning Commission Meeting of 7/12/2011

PRE-SORTED
FIRST CLASS



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13813610010 Case: SDR-41779
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

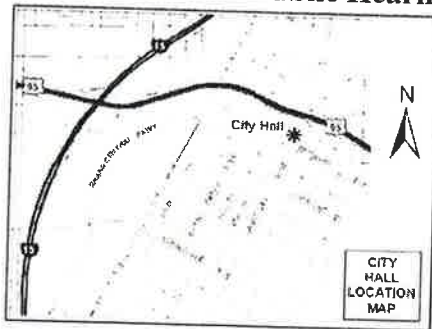
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JUL 12 2011

22P

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

Return Service Requested Official Notice of Public Hearing



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I SUPPORT
 this Request



I OPPOSE
 this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

PRESORTED
 FIRST CLASS



UNITED STATES POSTAGE
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 MAILED FROM ZIP CODE 89101



13813614039
 ROBINSON FAMILY TRUST
 %O & P ROBINSON
 5201 YOUR AVE
 LAS VEGAS NV 89108-4085

Case: SDR-41779

24 DEDFN11 65106



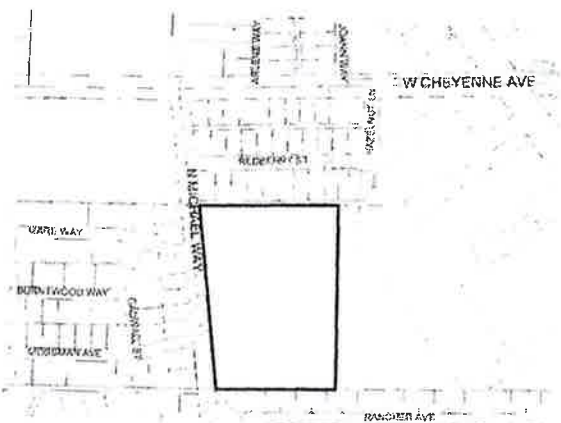
Application Information

SDR-41779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow).

WE DO NOT NEED MORE APARTMENTS AROUND US. TOO MANY NOW. TWO QUESTIONS, WHY BUILD MORE APARTMENTS WHEN WE HAVE EMPTY ONES ALL OVER TOWN? WHOSE DUMB, THOUGHTLESS IDEA WAS THIS? SHAME ON THEM! IF THIS HAPPENS, I PRAY IT DOES NOT, CRIME WILL INCREASE WHICH IS BAD NOW.

PLEASE DO NOT APPROVE THIS PLAN. THANK YOU
 P. Robinson

Application Location



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

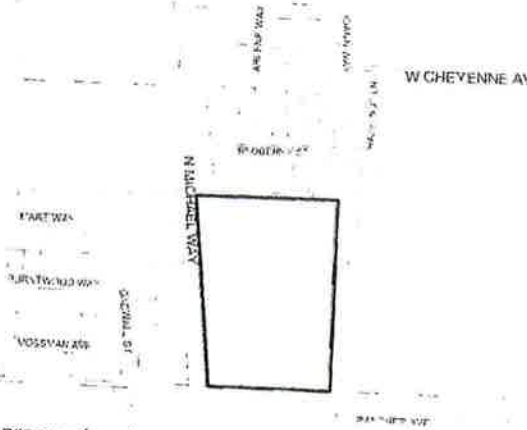
228

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>.

Application Information

Application Location

SDR-41779 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-41777 AND ZON-41778 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Site Development Plan Review FOR A 136-UNIT APARTMENT COMPLEX WITH A WAIVER TO ALLOW NO LANDSCAPE BUFFER ALONG PORTIONS OF THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), O (Office) and C-M (Commercial/Industrial) Zones [PROPOSED: R-3 (Medium Density Residential)], Ward 5 (Barlow).



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

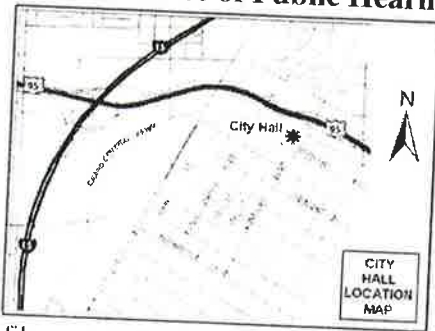
Meeting: Planning Commission
Date: July 12, 2011
Time: 6:00 P.M.
Location: City Council Chambers
 400 Stewart Avenue
 Las Vegas, Nevada

THIS AREA USED TO BE A NICE MIDDLE CLASS PLACE TO LIVE. THE ONLY NEW BUILDING HAS BEEN LOW INCOME AFFECTING THE SCHOOL & CRIME RATE. (A)NT WE SOMEHOW ELEVATE INSTEAD OF LOWER

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 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 Rezoning will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

Return Service Requested Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

PRESORTED
 FIRST CLASS



UNITED STATES POSTAGE
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 JUN 30 2011
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RECEIVED

JUL 12 2011

13813201001
 K O'S TRUST
 5512 AVENIDA CABALLO
 LAS VEGAS NV 89108-4103

Case: SDR-41779

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ROC-41851 – ABEYANCE ITEM – RENOTIFICATION - 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). **NOTE: APPLICATION AMENDED TO INCLUDE APNS: 124-30-204-001 AND 125-25-512-001 AND TO REVISE CONDITION #5 TO PROVIDE EIGHT HOURS OF SECURITY PER DAY FROM EARLY AFTERNOON TO LATE EVENING.** Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

12

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-22582
5. Planning Commission Approval Letter for SDR-40223
6. Justification Letter
7. Protest Postcards – July 6, 2011 City Council Meeting
8. Abeyance Request From Weingarten Realty via email



CASE: ROC-41851

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)





CASE: **ROC-41851**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 400 800 Feet



City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT: WEINGARTEN REALTY INVESTORS - OWNER:
DECATUR 215, LLC

***THIS ITEM WAS HELD IN ABEYANCE FROM THE
SEPTEMBER 21, 2011 CITY COUNCIL MEETING AT THE REQUEST
OF THE APPLICANT***

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
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 amended to read: Security shall be provided on-site for a minimum of eight hours each day from early afternoon to late evening upon the issuance of building permits by the Building and Safety Department. No business license shall be issued for the site prior to the submittal of documentation that substantiates compliance with this condition.
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.

Staff Report Page One
October 5, 2011 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Review of Condition to amend 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 applicant now proposes to provide security on-site for eight hours each day from early afternoon to early evening. 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, amending 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

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
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.

Staff Report Page Two
October 5, 2011 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
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.

Staff Report Page Three
October 5, 2011 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
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.
09/21/11	The City Council voted to hold this item in abeyance to the October 5, 2011

	meeting at the request of the applicant.
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Staff Report Page Four**October 5, 2011 - City Council Meeting**

<i>Most Recent Change of Ownership</i>	
N/A	A deed was recorded for a change in ownership.

<i>Related Building Permits/Business Licenses</i>	
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.	

<i>Pre-Application Meeting</i>	
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.

<i>Neighborhood Meeting</i>	
A neighborhood meeting was not required, nor was one held.	

<i>Field Check</i>	
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.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	25.26

Staff Report Page Five
October 5, 2011 - City Council Meeting

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
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)

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area		X	N/A
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
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 amend 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. The applicant now proposes to provide security on-site for eight hours each day from early afternoon to early evening. 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.

Staff Report Page Six
October 5, 2011 - City Council Meeting

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, amending the requirement for 24-hour security to provide security daily for eight hours from early afternoon to early evening 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



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: _____

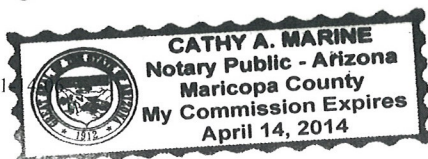
Signature of Property Owner: Timothy M. Frakes

Print Name: Timothy M. Frakes

Subscribed and sworn before me

This 20th day of May, 2011

Cathy A. Marine
Notary Public in and for said County and State



Revised 11

f:\depot\Application Packet\Statement of Financial Interest.pdf





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* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

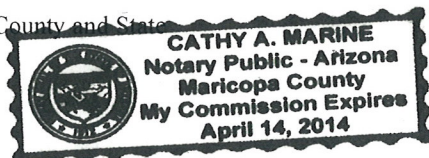
Print Name Timothy M. Frakes

Subscribed and sworn before me

This 20th day of May, 20 11

Cathy A. Marine

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>ROC-41851</u>
Meeting Date:	<u>7/6/11</u>
Total Fee:	<u>\$230.00</u>
Date Received:*	<u>5-23-11</u>
Received By:	<u>[Signature]</u>

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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RECORD OF SURVEY

RECORDS.

2. THE LAND SURVEYED LIES WITHIN THE NORTHEAST QUARTER (N/E 1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 60 EAST, AND THE NORTHWEST QUARTER (N/W 1/4) OF SECTION 30 TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LETHBRIDGE, SASKATCHEWAN.
3. THIS PLAN COMPLETS THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS SHOWN ON THE PLAN ARE OF THE CHARACTER SHOWN, AND OCCUPY THE



PARCEL 1-1

[illegible]

2007/08/01 10:00 AM

	3841 North Pacific Blvd Los Angeles, Nevada 90010 Telephone (714) 844-4143	
	SOUTHWEST	
LAND PLANNING*	MAPPING	DEVELOPMENT
CONCEPT PLAN	SHEET 1 OF 2	

RECORD OF SURVEY
DESERT & TROPICAL

STATE OF THE NEIGHBORHOOD QUANTITIES (% OF TOTAL AREA)
 GRATED FOR 10% OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 EAST, COUNTY OF CLATSOP, WASHINGTON.
 GRATED FOR 10% OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 EAST, COUNTY OF CLATSOP, WASHINGTON.
 GRATED FOR 10% OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 EAST, COUNTY OF CLATSOP, WASHINGTON.
 GRATED FOR 10% OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 EAST, COUNTY OF CLATSOP, WASHINGTON.

TO BE USED IN THE CITY OF SEASIDE, CALIFORNIA, CLATSOP COUNTY, WASHINGTON.
 TO BE USED IN THE CITY OF SEASIDE, CALIFORNIA, CLATSOP COUNTY, WASHINGTON.
 TO BE USED IN THE CITY OF SEASIDE, CALIFORNIA, CLATSOP COUNTY, WASHINGTON.

RECORD OF SURVEY
DECATUR & TROPICAL

SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 80 EAST, N.D.M. AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 81 EAST, N.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 COUNTY

3610 North Rancho Drive
Las Vegas, Nevada 89130
Telephone: (702) 648-9700
fax (702) 648-4143

MAPPING DEVELOPMENT

INSTRUMENT NO. 02568
FILED AT THE REQUEST OF
SOUTHWEST ENGINEERING
DATE 09-11-07 AT 11:53 AM
PAGE 13

OFFICE OF THE CLERK OF SUPERIOR COURT,
CLARK COUNTY, NEVADA
RECORDS SECTION

BOOK NO. 20110323
PAGE 13 OF 13

RECORD OF SURVEY
DECATUR & TROPICAL
SITUATE IN THE NORTHEAST QUARTER NE 1/4 OF SECTION 25,
TOWNSHIP 10 SOUTH, RANGE 40 EAST, N.W. 1/4 AND THE NORTHEAST
QUARTER NW 1/4 OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 41
EAST, T8N, R40E, CLARK COUNTY, MISSISSIPPI. THIS IS A
PORTION OF 1561.1 AFS BOUNDED IN BOOK 10 OF PLATS, PAGE 2042.
CLARK COUNTY OFFICIAL RECORDS. ALSO BOUND A PORTION OF 2042E
IN THE 174 OF SURVEYS, PAGE 16, CLARK COUNTY
— OFFICIAL RECORDS.

3610 North Rancha Drive
Las Vegas, Nevada 89130
Telephone: (702) 646-9700
fax (702) 646-4143

DRAWING	DEVELOPMENT	CAR. BY	DATE:
		AL	6-18-10
		SHEET	1 OF 2

	SOUTHWEST ENGINEERING	
	LAND PLANNING •	
DESIGNERS INC.	PROJECT AND MANAGEMENT	FILES AND RECORDS

ANY SUBSEQUENT CHANGES TO THIS MAP
SHOULD BE CLAIMED AND MAY BE
DETERMINED BY REFERENCE TO THE
COUNTY RECORDER'S CUMULATIVE MAP INDEX

PLS 4341



GRAPHIC SCALE

(30 FEET)

1 inch = 300 ft.

**FULL-
ALUMINUM CAP
RELEASABLE**

100

ROC-41851

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 COUNTY OFFICIAL RECORDS.

LINE	LINE TABLE	LENGTH
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3	800.0000	80.00
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CURVE	ANGLE	LENGTH	BEARING	WASOUT
C1	90.00	80.00	N 0° 0' 0" E	80.00
C2	90.00	80.00	N 0° 0' 0" E	80.00
C3	90.00	80.00	N 0° 0' 0" E	80.00
C4	90.00	80.00	N 0° 0' 0" E	80.00
C5	90.00	80.00	N 0° 0' 0" E	80.00
C6	90.00	80.00	N 0° 0' 0" E	80.00
C7	90.00	80.00	N 0° 0' 0" E	80.00
C8	90.00	80.00	N 0° 0' 0" E	80.00
C9	90.00	80.00	N 0° 0' 0" E	80.00
C10	90.00	80.00	N 0° 0' 0" E	80.00
C11	90.00	80.00	N 0° 0' 0" E	80.00
C12	90.00	80.00	N 0° 0' 0" E	80.00
C13	90.00	80.00	N 0° 0' 0" E	80.00
C14	90.00	80.00	N 0° 0' 0" E	80.00
C15	90.00	80.00	N 0° 0' 0" E	80.00
C16	90.00	80.00	N 0° 0' 0" E	80.00
C17	90.00	80.00	N 0° 0' 0" E	80.00
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C19	90.00	80.00	N 0° 0' 0" E	80.00
C20	90.00	80.00	N 0° 0' 0" E	80.00
C21	90.00	80.00	N 0° 0' 0" E	80.00
C22	90.00	80.00	N 0° 0' 0" E	80.00
C23	90.00	80.00	N 0° 0' 0" E	80.00
C24	90.00	80.00	N 0° 0' 0" E	80.00
C25	90.00	80.00	N 0° 0' 0" E	80.00
C26	90.00	80.00	N 0° 0' 0" E	80.00
C27	90.00	80.00	N 0° 0' 0" E	80.00
C28	90.00	80.00	N 0° 0' 0" E	80.00
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C30	90.00	80.00	N 0° 0' 0" E	80.00
C31	90.00	80.00	N 0° 0' 0" E	80.00
C32	90.00	80.00	N 0° 0' 0" E	80.00
C33	90.00	80.00	N 0° 0' 0" E	80.00
C34	90.00	80.00	N 0° 0' 0" E	80.00
C35	90.00	80.00	N 0° 0' 0" E	80.00
C36	90.00	80.00	N 0° 0' 0" E	80.00
C37	90.00	80.00	N 0° 0' 0" E	80.00
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C39	90.00	80.00	N 0° 0' 0" E	80.00
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SHEET 2 OF 2
 183-0073

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Decatur 215

215 Beltway and Decatur Boulevard

Las Vegas, NV 89130



Land Area: 1,586,891 sf./36.43 Acres
 Building Area: 374,297 sf.
 Parking: 1,953 Spaces @ 5.22 /1000sf.

This site plan is prepared solely for the purpose of illustrating the approximate location and size of the building footprint contemplated by this owner. Building lines, lot dimensions and setbacks are not intended to be construed as a warranty of any kind. Each building is to be constructed in accordance with the applicable codes and regulations.

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 CORPORATE OFFICE (713) 866 6000

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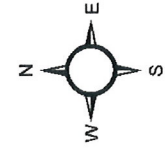
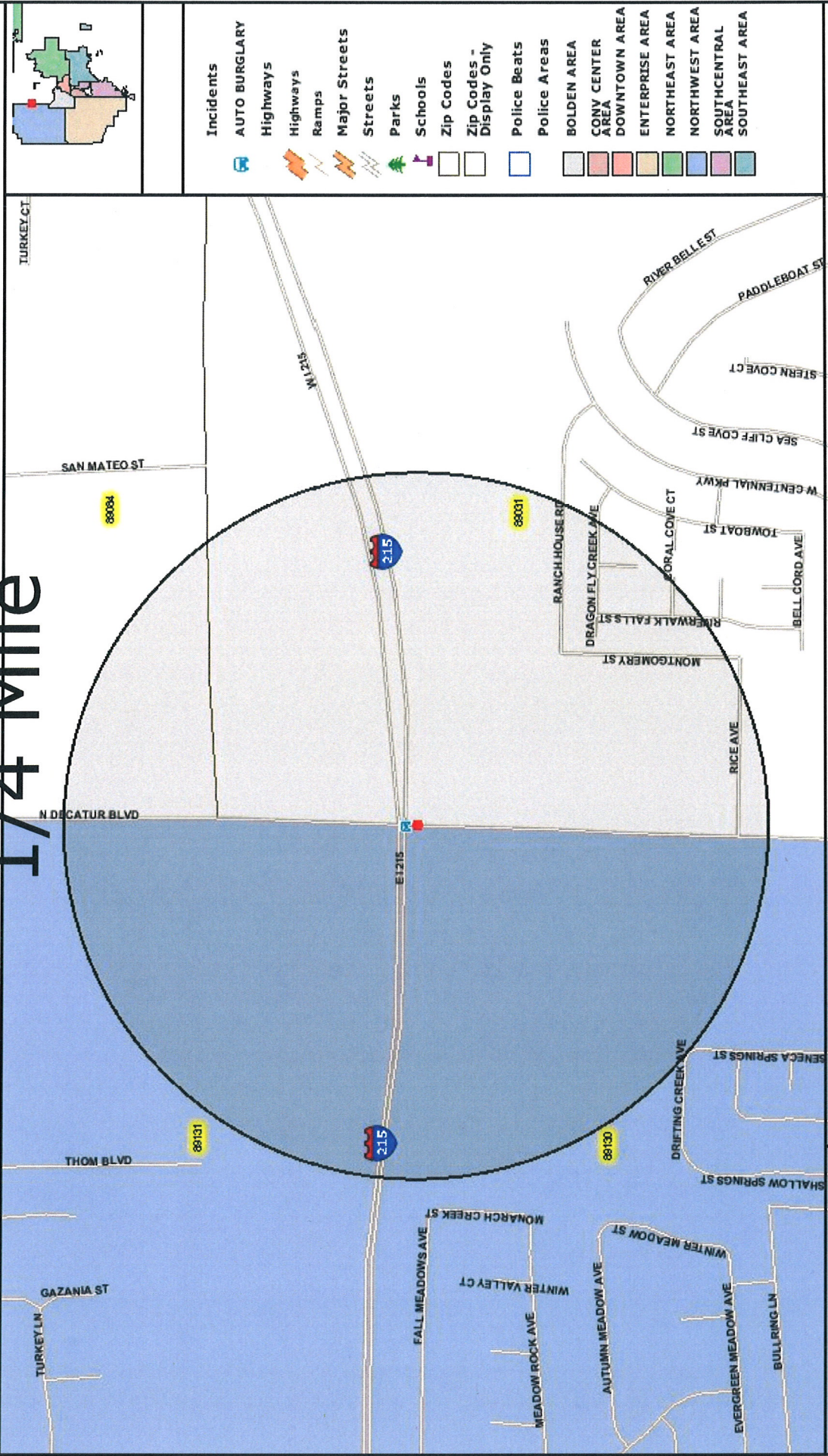
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Scale: 1"=100'
 Rev: 02-14-2011

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Crime 1/4 Mile



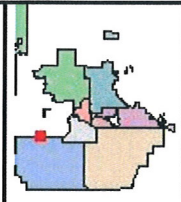
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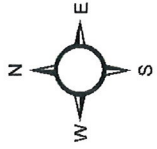
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2010

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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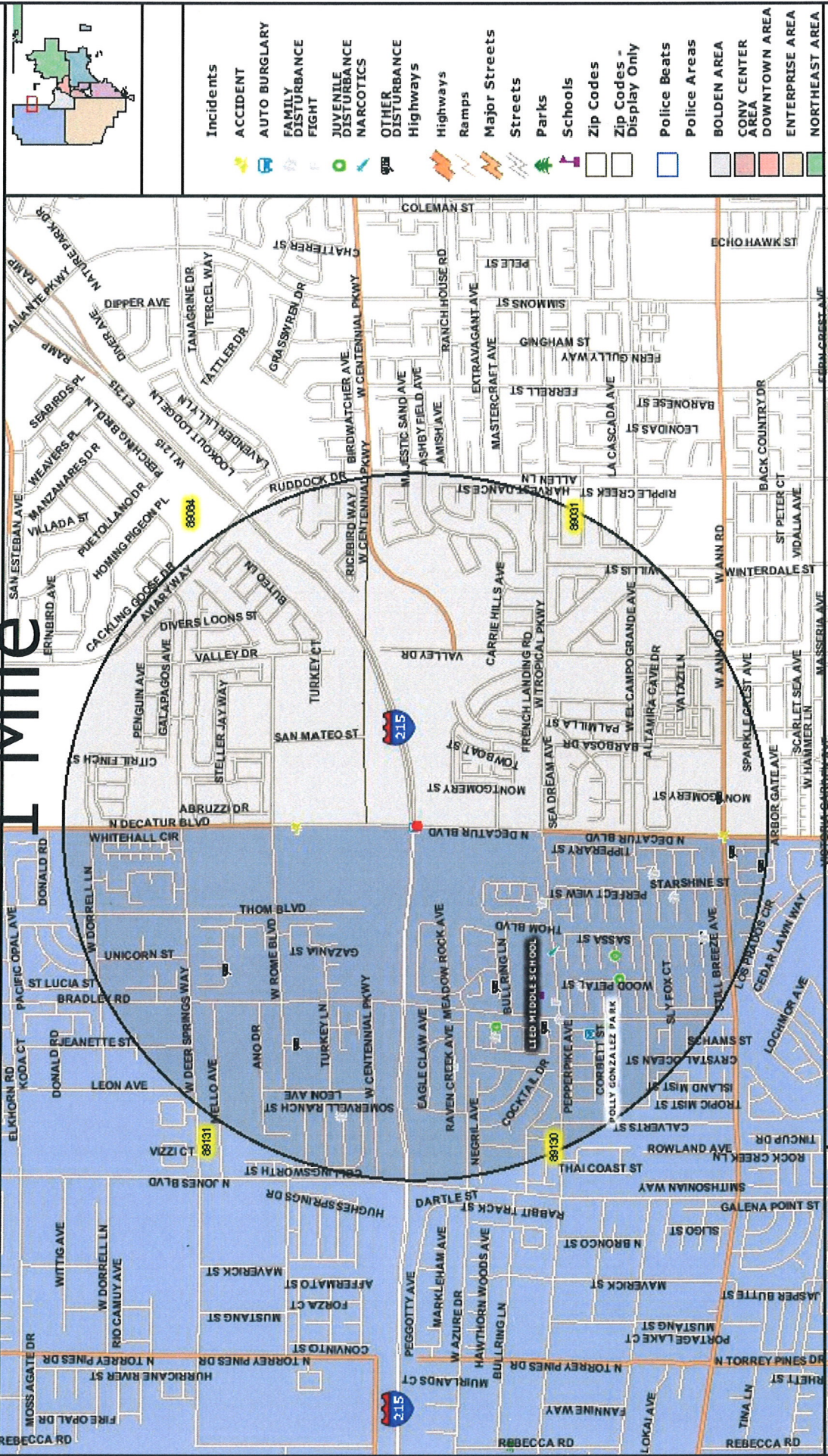
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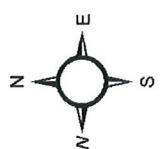
Summary Report		
Crime Type	Total	Chart
AUTO BURGLARY	1	
Grand Total	1	

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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

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RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

November 9, 2007

Mr. Phillip Nourafchan
Decatur IV, LLC
3110 South Durango Drive, Suite #203
Las Vegas, Nevada 89117

RE: **SDR-22582** – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 19, 2007
RELATED TO GPA-22584 AND ZON-22583

Dear Mr. Nourafchan:

The City Council at a regular meeting held September 19, 2007 APPROVED the request for a Site Development Plan Review FOR A 458,053 SQUARE FOOT RETAIL CENTER on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-501-010, 125-25-601-022, and 125-25-601-023), C-1 (Limited Commercial) Zone and R-E (Residence Estates) Zone under Resolution of Intent to R-PD15 (Residential Planned Development - 15 Units Per Acre) [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 20, 2007. This approval is subject to:

Added Conditions:

- A. The driveway that aligns with Rice Avenue shall be designed to allow a maximum of two northbound left turning movements and shall have a minimum unimpeded throat depth of 250 feet.
- B. The northern most driveway on Decatur Boulevard shall be designed with a width that allows a delivery truck to not encroach into the egress driveway lane. The design shall accommodate a WB-50 turning sweep.
- C. The developer shall construct a barrier system across the westernmost drive aisle adjacent to the "Anchor" structure limiting access to passenger vehicles only, but prohibiting access to larger trucks and vans. The barrier shall be designed to accommodate emergency vehicles access acceptable to City Fire Services, without the need for electronic operation. The barrier system shall be maintained in good operating condition by property owner or association.

Planning & Development

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-22584) and Rezoning (ZON-22583) shall be required.

CITY OF LAS VEGAS
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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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Mr. Phillip Nourafchan
SDR-22582 – Page Three
November 9, 2007

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 luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
16. A Master Sign Plan shall be submitted for approval by the City of Las Vegas prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.
17. Deleted at City Council.
18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
19. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.
20. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
21. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.
22. Deleted at City Council.
23. Deleted at City Council.

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Public Works

24. Submit a Petition of Vacation for the existing access easements, public sewer and public drainage easements that conflict with this site plan. The Order of Vacation shall record prior to the issuance of any building permits adjacent to or overlying the areas encumbered by such existing easements.
25. Dedicate appropriate rights-of-way in accordance with Standard Drawing 201.1 for dedicated left or right-turn lanes and Standard Drawings 234.1, 234.2 and 234.3 for bus turnouts prior to the issuance of any permits adjacent to this site unless specifically identified in writing as not required in the approved Traffic Impact Analysis.
26. Construct half-street improvements on Decatur Boulevard, including appropriate overpaving (if legally able) and Tropical Parkway adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.
27. A minimum of two lanes of asphalt pavement on the major access street(s) adjacent to this site, and a working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed within 24 months of approval of construction drawings. No partial bond releases will be allowed until all perimeter roadway improvements are in place.
28. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site; the connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network; the connecting sidewalk shall be terminated on-site with a handicap ramp.
29. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveways accessing this site.
30. Landscape and maintain all unimproved rights-of-way, if any, on Decatur Boulevard and Tropical Parkway adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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ROC-41851

Mr. Phillip Nourafchan
SDR-22582 – Page Six
November 9, 2007

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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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.

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ELIZABETH N. FRETWELL
CITY MANAGER

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FM-0044-08-09

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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MAY 23 2011

ROC-40851

17. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
18. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
19. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
20. Hours of operation for the Grocery Store with Accessory Package Liquor Off-Sales use shall be seven days a week – 24 hours per day.
21. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

22. An update to the previously approved Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings, whichever may occur first. Comply with the recommendations of the approved update to the Traffic Impact Analysis prior to occupancy of the site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.
23. An Update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.
24. Comply with all applicable previous conditions of approval for ZON-22583, SDR-22582, the Decatur and Tropical Subdivision Map and all other site-related actions.

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ROC-40851

ROC-40851

Mr. Lance Sherwood
SDR-40223 - Page Four - **CORRECTED LETTER**
January 31, 2011

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

RECEIVED

MAY 23 2011

ROC-40851

WEINGARTEN REALTY

4440 N. 36th Street, Suite 200
Phoenix, Arizona 85018
800.600.0886
602.263.8852 Fax
www.weingarten.com

September 14, 2011

Mr. Doug Rankin
City of Las Vegas Nevada
Department of Planning
333 North Rancho Drive
Las Vegas, NV

**Re: Request for Variance of Security Requirement
Decatur 215 Shopping Center – Hwy. 215 at N. Decatur Blvd., Las Vegas, Nevada**

Doug:

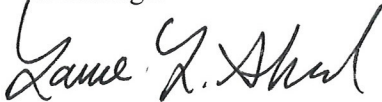
Please accept this letter, amending our original application, from owner, DECATUR 215, LLC, a Delaware limited liability company, registered as a foreign limited liability company in the State of Nevada as DECATUR 215 OF NEVADA, LLC, using Weingarten Realty Investors, a Texas real estate investment trust, as its Manager, asking for a variance to requirement #5 in document SDR-22582 Site Development Plan Review. Currently, 24 hour, 7 days per week security is required. We respectfully request this requirement be changed to 8 hours per day starting in the afternoon and ending in the late evening for the whole development at Decatur 215.

If you need additional information, please do not hesitate to contact me at 602.217.8863 or you can reach me via email at lsherwood@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



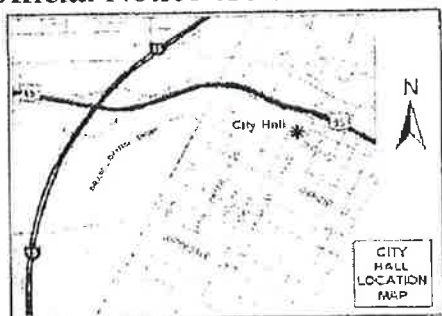
Lance L. Sherwood
Senior Development Manager

LLS/tas
Attachments as stated

People-to-People. Coast-to-Coast.

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CITY CLERK

2011 JUN 27 P 12:33



100-24-11 LV NV 291.22

Case: ROC-41851

BARBERSHOPPE

☒ I OPPOSE
this Request

4709 SEA DREAM AVE
NO LAS VEGAS NV 89031-3485

ROC-41851

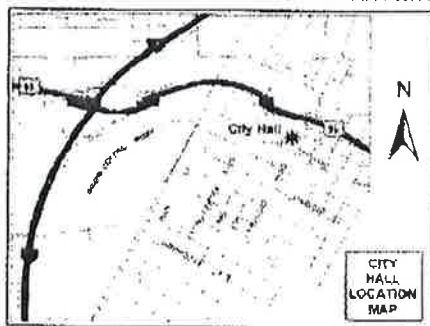
City Council Meeting of 07/06/2011

JOHNSON

PAGE 01

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 JUN 23 2011
 MAILED FROM ZIP CODE 89101

2011 JUN 27 12:33



AK05-24-11 LV MV 291.5X

TARGET HAS ALREADY BEEN BROKEN INTO -
I THINK IT WOULD BE A MISTAKE NOT
TO HAVE SECURITY AT NIGHT.

Case: ROC-41851

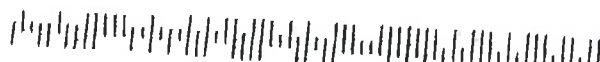
JOHNSON ELLA B
6109 SHALLOW SPRINGS ST
LAS VEGAS NV 89130-7049

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

ROC-41851

City Council Meeting of 07/06/2011

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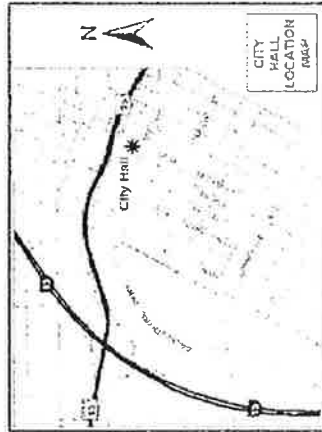
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CITY CLERK

2011 JUN 27 A 7:04

2011-06-24 11:44 AM 291XX

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 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) 229-4405.

☐ 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

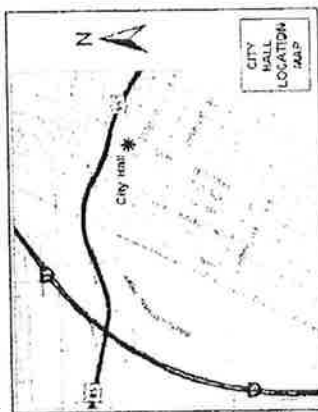
Case ROC-41851
12430110083
ELLIS CHRISTOPHER L & KIMBERLY J
4650 RANCH HOUSE RD #60
NO LAS VEGAS NV 89031-4612

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CITY CLERK

2011 JUN 28 P 2:27

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.

ROC-41851
City Council Meeting of 07/06/2011

Case: ROC-41851
12525712065
STAHL ROBERT & BRIAR
5028 TROPICAL CLIFF AVE
LAS VEGAS NV 89130-7224

2011-06-28 11:44 AM EST

70 DPDFN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 JUN 29 A 10:50

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XX06-24-11 LV NV 891XX

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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

85 DREFN11 90035



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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MAILED FROM ZIP CODE 89101
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XX06-24-11 LV NV 891XX

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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

12525714001
KURTZ STEPHEN M & PATRICIA A
4862 FRIAR TUCK AVE
LAS VEGAS NV 89130-7294

70 DREFN11 89130



Lean Coleman

From: Doug Rankin
Sent: Tuesday, September 13, 2011 11:56 AM
To: Agenda Items
Cc: Carman Burney; Deborah Sullivan; Flinn Fagg
Subject: ROC-41851 request for Abeyance

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: Tuesday, September 13, 2011 11:34 AM
To: Doug Rankin
Cc: Michelle Thackston
Subject: RE: Done

Doug:

Please hold in abeyance ROC 41851 until the 10-5-11 city council hearing.

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: Tuesday, September 13, 2011 10:38 AM
To: Lance Sherwood
Cc: Michelle Thackston
Subject: RE: Done

We will need to renotify this item to include all three parcels of the commercial subdivision. As it stands today this is set to be heard on the 9-21-11 Council agenda. Can you send me an abeyance request to hold it to the 10-5-11 meeting. 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 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: Tuesday, September 13, 2011 10:19 AM
To: Doug Rankin
Cc: Michelle Thackston
Subject: FW: Done

Doug:

I just spoke with Linda at Centennial Hills. We have a room for September 27th from 6pm – 7pm. Specifically:

Centennial Hills YMCA
Room 4
6601 N. Buffalo Dr.
Las Vegas, NV 89131
702-478-9622

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: Susan McMasters
Sent: Monday, September 12, 2011 3:01 PM
To: Lance Sherwood
Subject: Done



Susan L. McMasters
Regional Property Manager
860 S. Rancho Drive, Suite 10 | Las Vegas, Nevada 89106
702.259.7935 O | 702.642.5673 F

WEINGARTEN REALTY

People-to-People. Coast-to-Coast.

**AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 5, 2011****DEPARTMENT: PLANNING****DIRECTOR: FLINN FAGG**☐ Consent ☒ Discussion**SUBJECT:**

SUP-42254 – RESCIND - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING 5,918 SQUARE-FOOT RESTAURANT at 2131 Rock Springs Drive (APN 138-22-610-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

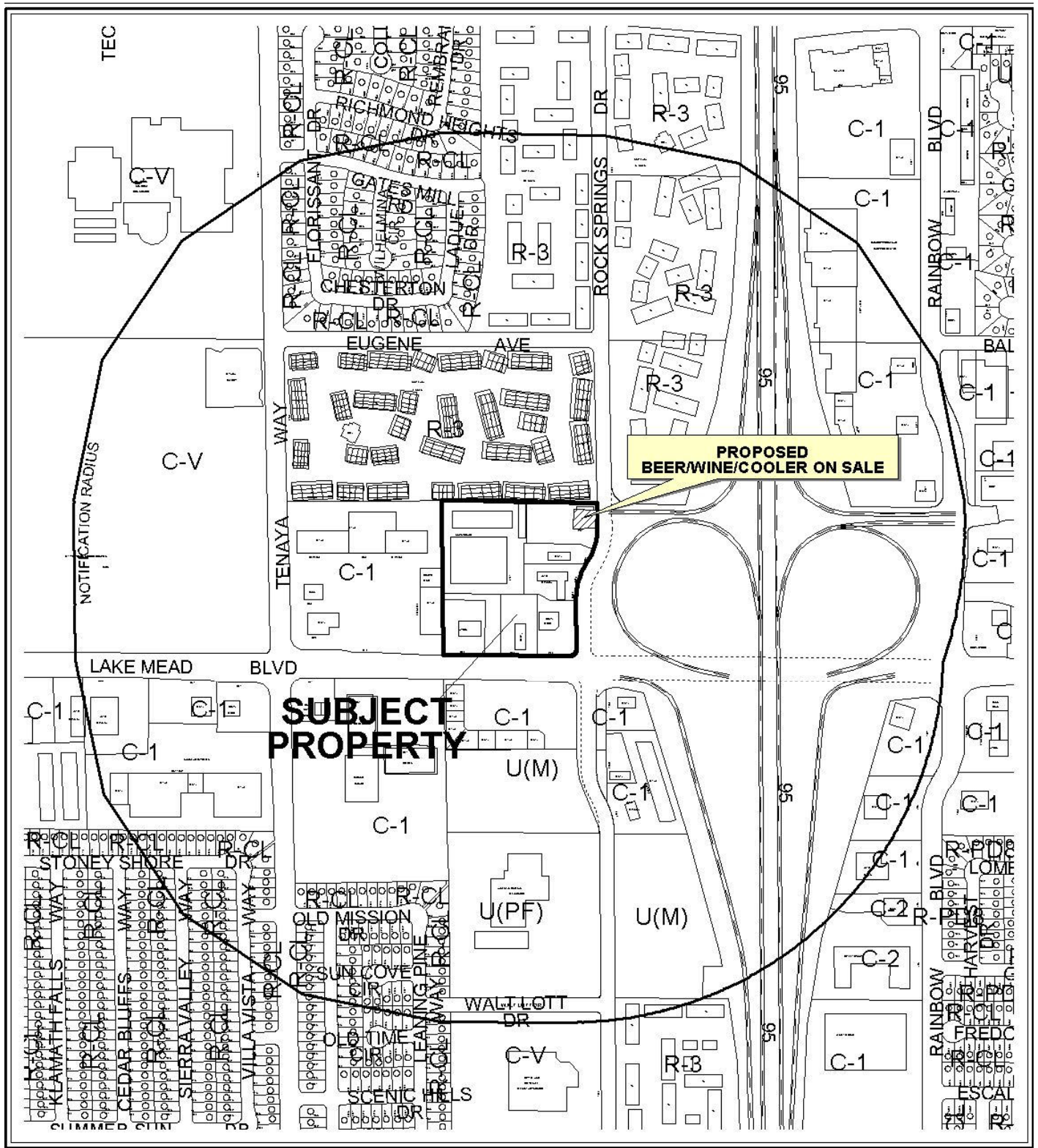
City Council Meeting

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the August 9, 2011 Planning Commission Meeting Item – SUP-42254



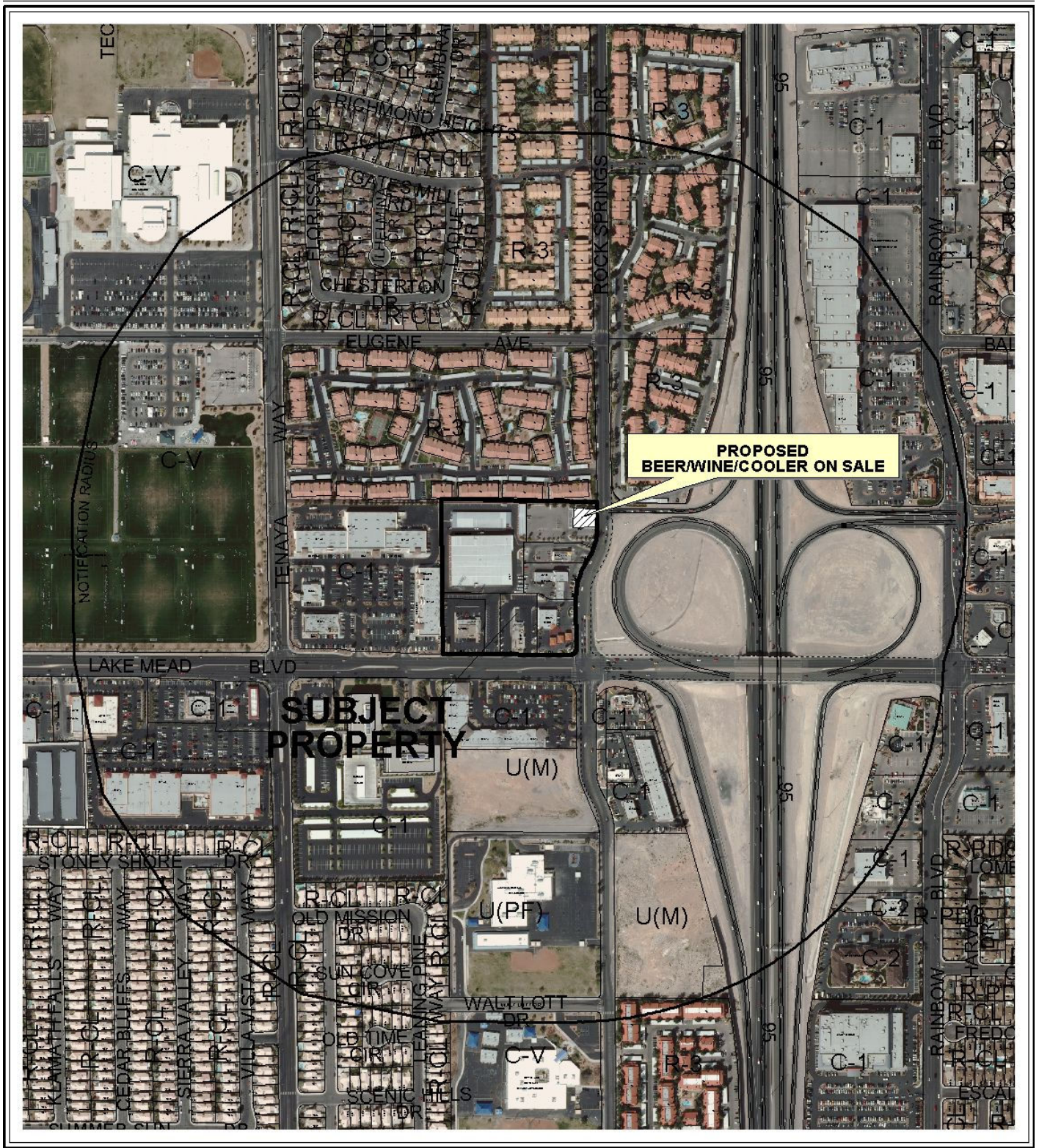
CASE: **SUP-42254**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet





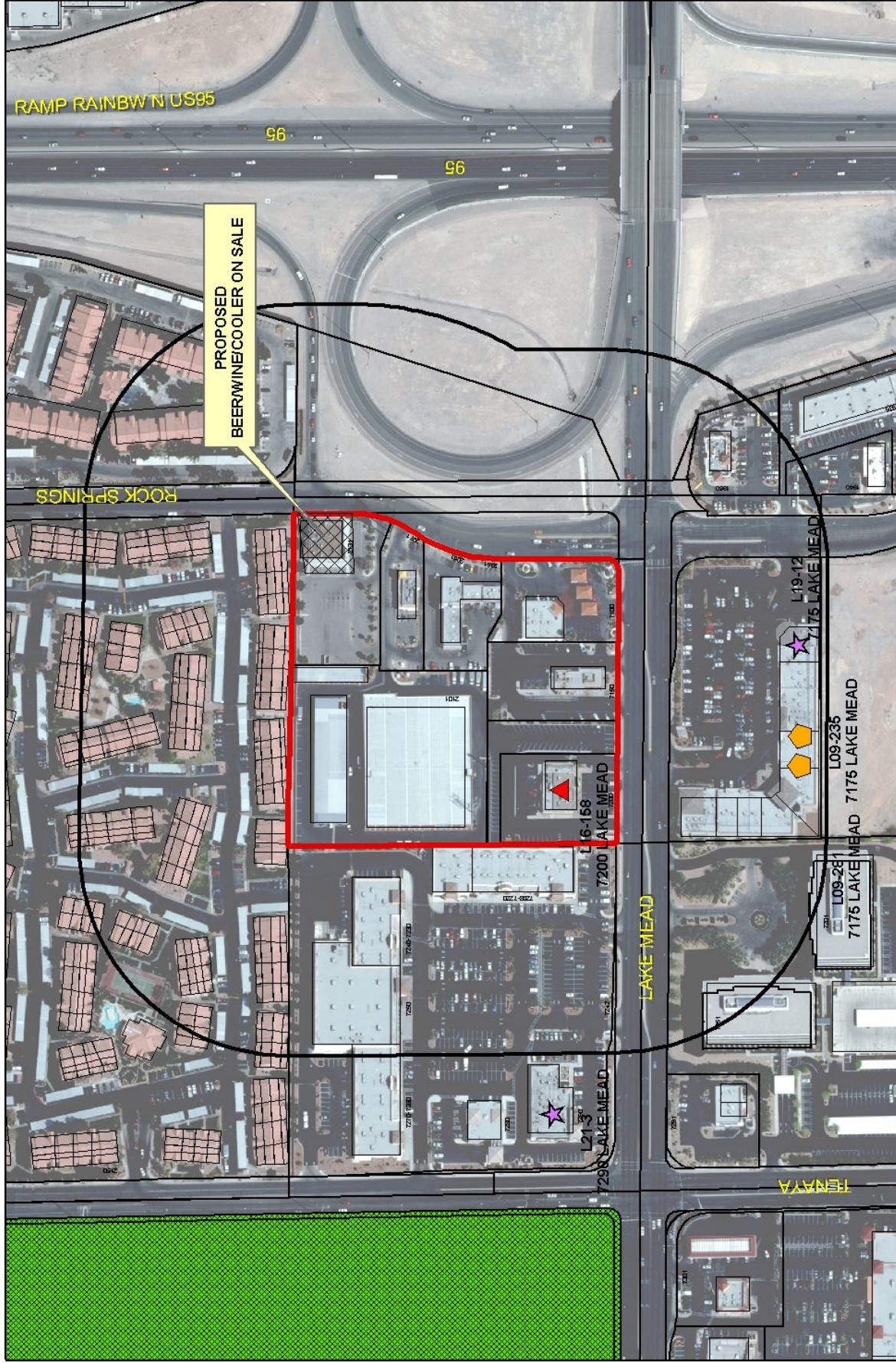
CASE: **SUP-42254**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet





SUP-42254

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



City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
SUP-42254	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-42254 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler On-Sale Establishment use.
2. Conformance to the approved conditions for Variance (V-0150-96) and Site Development Plan Review [Z-0074-84(18)].
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. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
6. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.
7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RG

Staff Report Page One
October 5, 2011 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a proposed Beer/Wine/Cooler On-Sale Establishment use within an existing 5,945 square-foot restaurant at 2131 Rock Springs Drive. The proposed use complies with all Title 19.12 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore, staff recommends approval with conditions. If this application is denied, the proposed Beer/Wine/Cooler On-Sale Establishment use cannot be located within the subject property, nor can a business license for alcohol use be obtained for the use at this location.

ISSUES

- A Beer/Wine/Cooler On-Sale Establishment use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
11/21/84	The City Council approved a request for Rezoning (Z-0074-84) from N-U (Non-Urban) to R-CL (Single Family Compact Lot), R-3 (Limited Multiple Residence) and C-1 (Limited Commercial) as part of a large request. This subject site is located at the northwest corner of Lake Mead Boulevard and Rock Springs Drive. The Planning Commission and staff recommended approval.
12/17/96	The Board of Zoning Adjustment approved a request for a Variance (V-0156-96) to allow 80 parking spaces where 139 parking spaces are required for a proposed 5,500 square-foot restaurant on property located at 2001-2005 Rock Springs Drive. The Department of Planning staff had no objection to the request.
02/27/97	The Planning Commission approved a request for a Site Development Plan Review [Z-0074-84(18)] on property located on the west side of Rock Spring Drive, north of Lake Mead Boulevard for a proposed 5,560 square-foot restaurant. The Department of Planning staff had no objection to the request.
08/09/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item #7/rg)

<i>Most Recent Change of Ownership</i>	
04/19/02	A deed was recorded for a change in ownership.

RG

Staff Report Page Two
October 5, 2011 - City Council Meeting

<i>Related Building Permits/Business Licenses</i>	
08/20/97	A building permit (#97017284) was issued for a New Building for Certificate of Occupancy at 2131 Rock Springs Drive. The permit was finalized on 01/30/98.
06/15/99	A building permit (#99011777) was issued for Tenant Improvement for Certificate of Occupancy at 2131 Rock Springs Drive. The permit was finalized on 07/16/99.
10/14/02	A business license (R09-01171) was issued for a Restaurant at 2131 Rock Springs Drive. The license was marked out of business on 02/08/10.
12/02/10	A business license (R09-01592) was issued for a Restaurant at 2131 Rock Springs Drive. The license is currently active.
06/28/11	A business license (L09-93339) was filed for a Beer/Wine/Cooler On Sale at 2131 Rock Springs Drive. The license has not been reviewed by the Department of Planning.

<i>Pre-Application Meeting</i>	
06/06/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Special Use Permit for a proposed Beer/Wine/Cooler On-Sale Establishment use were discussed. The proposed use can only be served in conjunction with a meal.

<i>Neighborhood Meeting</i>	
A neighborhood meeting was not required, nor was one held.	

<i>Field Check</i>	
06/30/11	A site visit by staff noted that the subject site had graffiti on the wall of the existing building. A broken window was observed along the south side of the building.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	1.11

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
Subject Property	Restaurant, 2,000 sq. ft. or more (without Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)

Staff Report Page Three
October 5, 2011 - City Council Meeting

North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Restaurant, 2,000 sq. ft. or more (without Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)
East	US-95 on/off ramp	Right-of-way	Right-of-way
West	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area		X	N/A
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)		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

<i>Street Name</i>	<i>Functional Classification of Street(s)</i>	<i>Governing Document</i>	<i>Actual Street Width (Feet)</i>	<i>Compliance with Street Section</i>
Rock Springs Drive	N/A	N/A	60	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	
Restaurant	2,300 SF seating area	1/50 SF	46				
	3,645 SF remaining area	1/200 SF	19				
TOTAL SPACES REQUIRED			65				80
Regular and Handicap Spaces Required			62	3	76	4	Y

RG

Staff Report Page Four
October 5, 2011 - City Council Meeting

ANALYSIS

A Beer/Wine/Cooler On-Sale Establishment use is defined per Title 19.18.020 as “an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 30 or more people may be served with meals at any one time at tables or stools.” The applicant currently has an operating business license for a restaurant with seats available for 180 guests. No additional parking is required beyond that which is required for the principal use on the site. The proposed use will be located within an existing restaurant and meets the minimum distance separation requirements. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval.

FINDINGS (SUP-42254)

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 use will be located within an existing restaurant and meets the minimum distance separation requirements. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses.

- 2. The subject site is physically suitable for the type and intensity of land use proposed.**

The subject site is physically suitable for the type and intensity of the proposed use. The proposed Beer/Wine/Cooler On-Sale Establishment use on-site parking requirement does not require additional parking required beyond that which is required for the principal use on the site.

- 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 Rock Springs Drive. This street is sufficient in size to accommodate the needs of the proposed use.

- 4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Staff Report Page Five
October 5, 2011 - City Council Meeting

Approval of the Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed use complies with the Minimum Special Use Permit Requirements for a Beer/Wine/Cooler On-Sale Establishment use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 226 (By City Clerk)

APPROVALS 1

PROTESTS 3



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42254** APN: 138-22-610-012
Name of Property Owner: CHZ HSUAN WU.
Name of Applicant: GLORIELL HOLDINGS, LLC
Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: Chi Hsuan Wu.

Print Name: CHZ HSUAN WU.

Subscribed and sworn before me

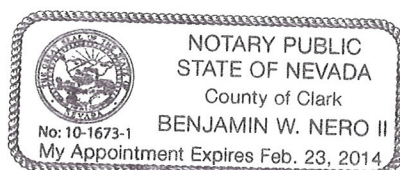
This 7th day of June, 20 11

[Signature]
Notary Public in and for said County and State

RECEIVED

JUN 23 2011

City of Las Vegas



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT BEER/WINE-COOLER ON-SALE EST.
 Project Address (Location) 2131 ROCK SPRINGS DR. LAS VEGAS, NV 89128
 Project Name PANCIT-ADOBO FILIPINO RESTAURANT Proposed Use _____
 Assessor's Parcel #(s) 138-22-610-012 Ward # 1-TARKANTIAN
 General Plan: existing ISC proposed NO CHANGE Zoning: existing C1 proposed NO CHANGE
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 1.13 Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER CHIT I-SHAN WU Contact _____
 Address 76 Copper Fountain St Phone: 360-2225 Fax: _____
 City Las Vegas State N.V. Zip 89138
 E-mail Address _____

APPLICANT GLORIA ROSELL-ENSLER Contact GLORIA ROSELL-ENSLER
(GLORIELL HOLDINGS, LLC)
 Address 9904 CHARLEMONT DR Phone: 702-452-3626 Fax: _____
 City LAS VEGAS, NV State NV Zip 89134
 E-mail Address MABUHAY@PANCIT-ADOBO.COM

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

Property Owner Signature* Chit I-Shan Wu

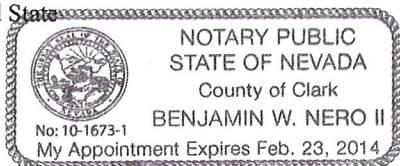
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHIT I-SHAN WU

Subscribed and sworn before me

This 7th day of June, 20 11

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>54P-42254</u>
Meeting Date:	<u>8/9/11</u>
Total Fee:	<u>\$1,280-</u>
Date Received:*	<u>6/23/11</u>
Received By:	<u>Ben</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

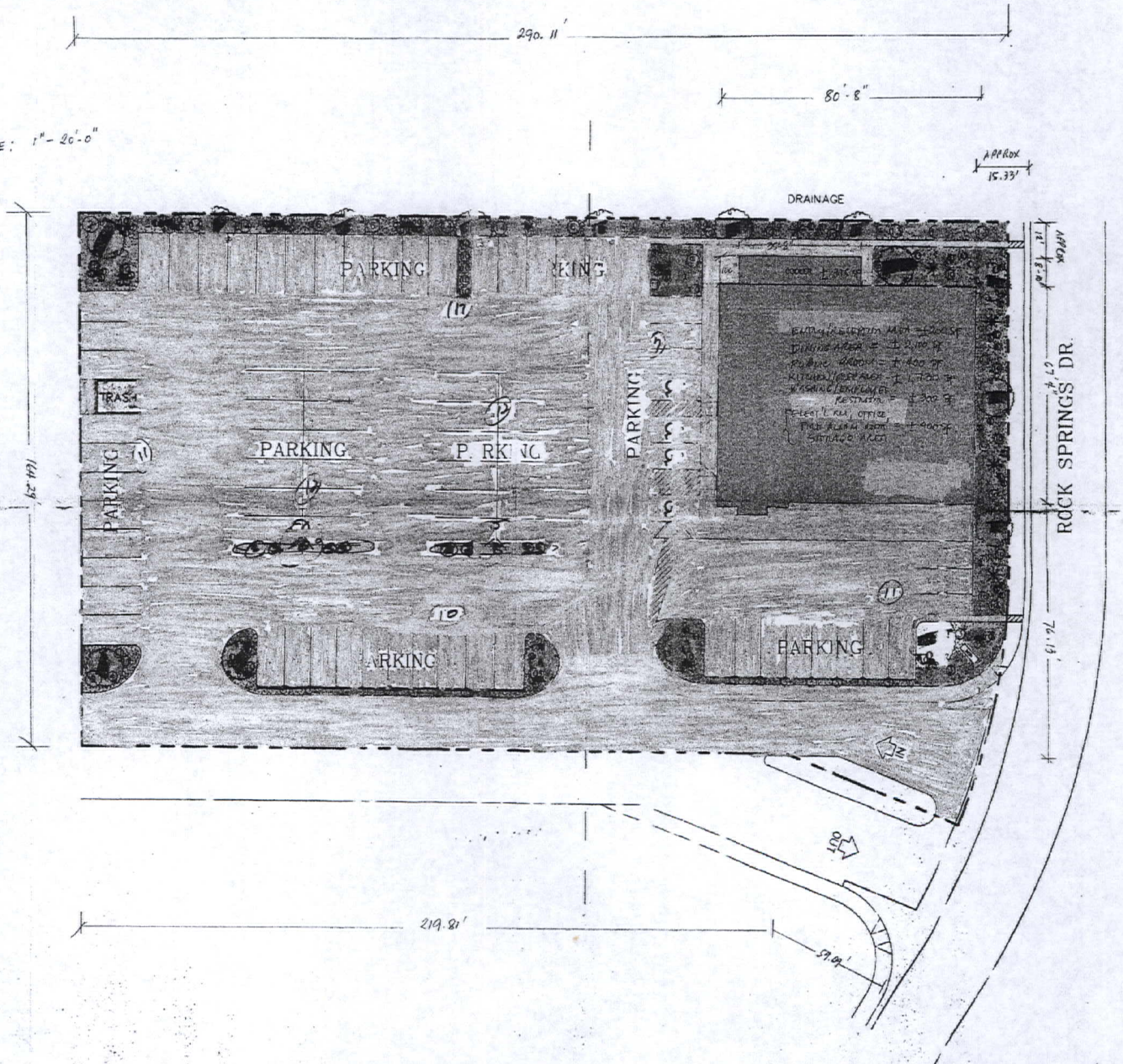
f:\depot\Application Packet\Application Form.pdf

JUN 23 2011

City of Las Vegas



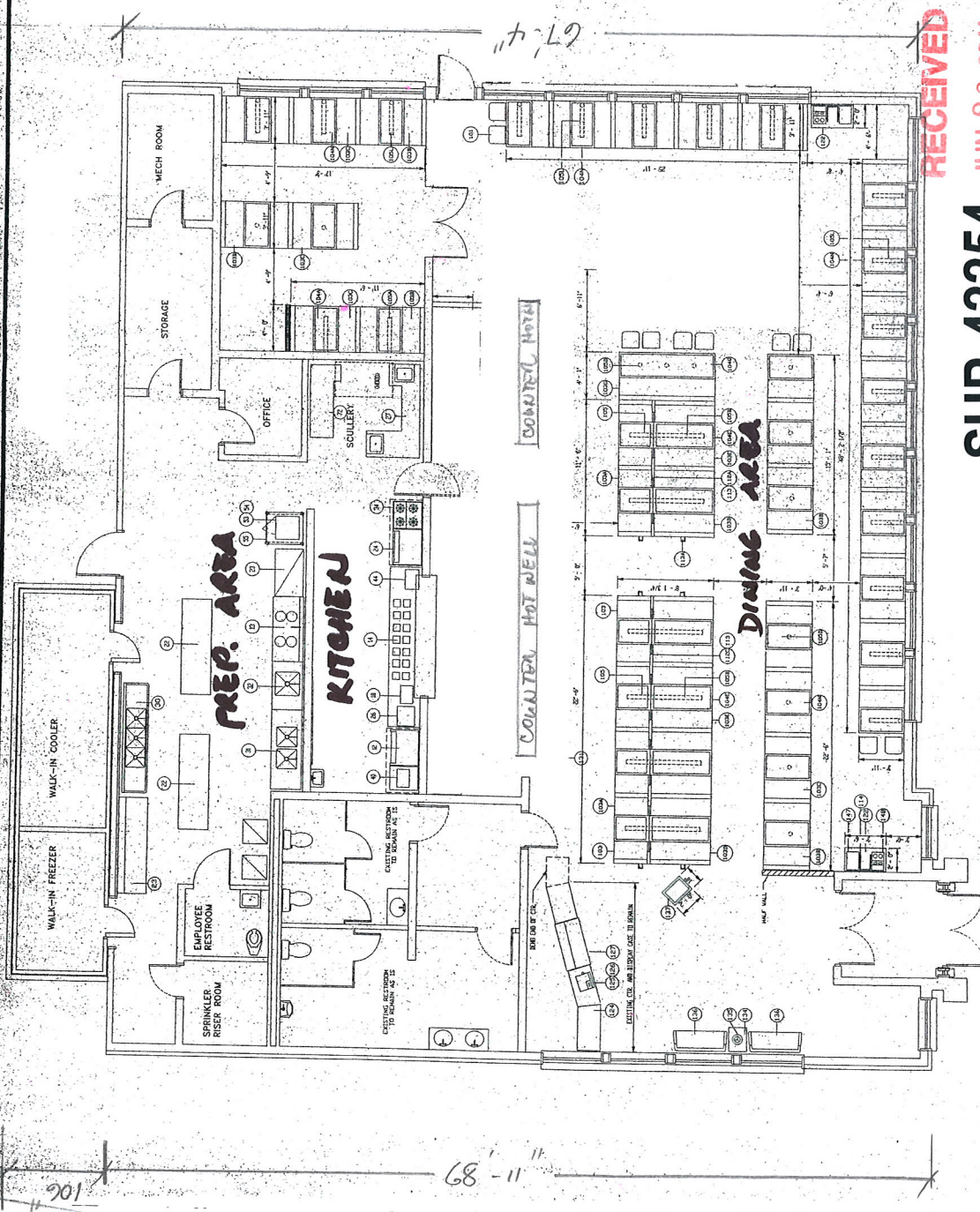
SCALE: 1" = 20'-0"



PANUT-ADOBO FILIPINO RESTAURANT

RECEIVED
JUL 05 2011

SUP-42254
REVISED



FURNITURE SCHEDULE

NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	STAINLESS STEEL WALK-IN FREEZER	1,200.00	1,200.00
2	1	STAINLESS STEEL WALK-IN COOLER	1,200.00	1,200.00
3	1	STAINLESS STEEL COUNTER	1,200.00	1,200.00
4	1	STAINLESS STEEL SINK	1,200.00	1,200.00
5	1	STAINLESS STEEL STOVE	1,200.00	1,200.00
6	1	STAINLESS STEEL REFRIG.	1,200.00	1,200.00
7	1	STAINLESS STEEL CASE	1,200.00	1,200.00
8	1	STAINLESS STEEL ISLAND	1,200.00	1,200.00
9	1	STAINLESS STEEL BAR	1,200.00	1,200.00
10	1	STAINLESS STEEL SEAT	1,200.00	1,200.00
11	1	STAINLESS STEEL TABLE	1,200.00	1,200.00
12	1	STAINLESS STEEL CHAIR	1,200.00	1,200.00
13	1	STAINLESS STEEL BOOTH	1,200.00	1,200.00
14	1	STAINLESS STEEL BACKSPLASH	1,200.00	1,200.00
15	1	STAINLESS STEEL FLOOR	1,200.00	1,200.00
16	1	STAINLESS STEEL WALL	1,200.00	1,200.00
17	1	STAINLESS STEEL CEILING	1,200.00	1,200.00
18	1	STAINLESS STEEL LIGHT	1,200.00	1,200.00
19	1	STAINLESS STEEL VENT	1,200.00	1,200.00
20	1	STAINLESS STEEL DOOR	1,200.00	1,200.00
21	1	STAINLESS STEEL WINDOW	1,200.00	1,200.00
22	1	STAINLESS STEEL SIGN	1,200.00	1,200.00
23	1	STAINLESS STEEL FENCE	1,200.00	1,200.00
24	1	STAINLESS STEEL GATE	1,200.00	1,200.00
25	1	STAINLESS STEEL POST	1,200.00	1,200.00
26	1	STAINLESS STEEL RAIL	1,200.00	1,200.00
27	1	STAINLESS STEEL BRACKET	1,200.00	1,200.00
28	1	STAINLESS STEEL HOOK	1,200.00	1,200.00
29	1	STAINLESS STEEL LATCH	1,200.00	1,200.00
30	1	STAINLESS STEEL HANDLE	1,200.00	1,200.00
31	1	STAINLESS STEEL KNOB	1,200.00	1,200.00
32	1	STAINLESS STEEL PIN	1,200.00	1,200.00
33	1	STAINLESS STEEL SCREW	1,200.00	1,200.00
34	1	STAINLESS STEEL NUT	1,200.00	1,200.00
35	1	STAINLESS STEEL WASHER	1,200.00	1,200.00
36	1	STAINLESS STEEL BRUSH	1,200.00	1,200.00
37	1	STAINLESS STEEL RING	1,200.00	1,200.00
38	1	STAINLESS STEEL CLIP	1,200.00	1,200.00
39	1	STAINLESS STEEL BAND	1,200.00	1,200.00
40	1	STAINLESS STEEL COLLAR	1,200.00	1,200.00
41	1	STAINLESS STEEL FLANGE	1,200.00	1,200.00
42	1	STAINLESS STEEL GASKET	1,200.00	1,200.00
43	1	STAINLESS STEEL O-RING	1,200.00	1,200.00
44	1	STAINLESS STEEL BUSH	1,200.00	1,200.00
45	1	STAINLESS STEEL PIVOT	1,200.00	1,200.00
46	1	STAINLESS STEEL ROLLER	1,200.00	1,200.00
47	1	STAINLESS STEEL GUIDE	1,200.00	1,200.00
48	1	STAINLESS STEEL STOP	1,200.00	1,200.00
49	1	STAINLESS STEEL LIMIT	1,200.00	1,200.00
50	1	STAINLESS STEEL SWITCH	1,200.00	1,200.00
51	1	STAINLESS STEEL BUTTON	1,200.00	1,200.00
52	1	STAINLESS STEEL LEVER	1,200.00	1,200.00
53	1	STAINLESS STEEL KNOCKER	1,200.00	1,200.00
54	1	STAINLESS STEEL PLATE	1,200.00	1,200.00
55	1	STAINLESS STEEL BRACKET	1,200.00	1,200.00
56	1	STAINLESS STEEL HOOK	1,200.00	1,200.00
57	1	STAINLESS STEEL LATCH	1,200.00	1,200.00
58	1	STAINLESS STEEL HANDLE	1,200.00	1,200.00
59	1	STAINLESS STEEL KNOB	1,200.00	1,200.00
60	1	STAINLESS STEEL PIN	1,200.00	1,200.00
61	1	STAINLESS STEEL SCREW	1,200.00	1,200.00
62	1	STAINLESS STEEL NUT	1,200.00	1,200.00
63	1	STAINLESS STEEL WASHER	1,200.00	1,200.00
64	1	STAINLESS STEEL BRUSH	1,200.00	1,200.00
65	1	STAINLESS STEEL RING	1,200.00	1,200.00
66	1	STAINLESS STEEL CLIP	1,200.00	1,200.00
67	1	STAINLESS STEEL BAND	1,200.00	1,200.00
68	1	STAINLESS STEEL COLLAR	1,200.00	1,200.00
69	1	STAINLESS STEEL FLANGE	1,200.00	1,200.00
70	1	STAINLESS STEEL GASKET	1,200.00	1,200.00
71	1	STAINLESS STEEL O-RING	1,200.00	1,200.00
72	1	STAINLESS STEEL BUSH	1,200.00	1,200.00
73	1	STAINLESS STEEL PIVOT	1,200.00	1,200.00
74	1	STAINLESS STEEL ROLLER	1,200.00	1,200.00
75	1	STAINLESS STEEL GUIDE	1,200.00	1,200.00
76	1	STAINLESS STEEL STOP	1,200.00	1,200.00
77	1	STAINLESS STEEL LIMIT	1,200.00	1,200.00
78	1	STAINLESS STEEL SWITCH	1,200.00	1,200.00
79	1	STAINLESS STEEL BUTTON	1,200.00	1,200.00
80	1	STAINLESS STEEL LEVER	1,200.00	1,200.00
81	1	STAINLESS STEEL KNOCKER	1,200.00	1,200.00
82	1	STAINLESS STEEL PLATE	1,200.00	1,200.00
83	1	STAINLESS STEEL BRACKET	1,200.00	1,200.00
84	1	STAINLESS STEEL HOOK	1,200.00	1,200.00
85	1	STAINLESS STEEL LATCH	1,200.00	1,200.00
86	1	STAINLESS STEEL HANDLE	1,200.00	1,200.00
87	1	STAINLESS STEEL KNOB	1,200.00	1,200.00
88	1	STAINLESS STEEL PIN	1,200.00	1,200.00
89	1	STAINLESS STEEL SCREW	1,200.00	1,200.00
90	1	STAINLESS STEEL NUT	1,200.00	1,200.00
91	1	STAINLESS STEEL WASHER	1,200.00	1,200.00
92	1	STAINLESS STEEL BRUSH	1,200.00	1,200.00
93	1	STAINLESS STEEL RING	1,200.00	1,200.00
94	1	STAINLESS STEEL CLIP	1,200.00	1,200.00
95	1	STAINLESS STEEL BAND	1,200.00	1,200.00
96	1	STAINLESS STEEL COLLAR	1,200.00	1,200.00
97	1	STAINLESS STEEL FLANGE	1,200.00	1,200.00
98	1	STAINLESS STEEL GASKET	1,200.00	1,200.00
99	1	STAINLESS STEEL O-RING	1,200.00	1,200.00
100	1	STAINLESS STEEL BUSH	1,200.00	1,200.00

SEATING & TABLE SCHEDULE

TABLE TYPE	TOP	SEAT
STAINLESS	000	000
2 TOPS	6	12
3 TOPS	000	000
4 TOPS	32	128
5 TOPS	0	0
6 TOPS	6	36
TOTALS	44	176
SEATING IN TABLE BUILD	0	0

PROJECT - ABOVE
FR. 2557

2131 ROCK SPRINGS ROAD
 LAS VEGAS, NV

SCALE:
 1/4" = 1'-0"

RECEIVED
JUN 23 2011
City of Las Vegas

SUP-42254

180'-0"

89'-11"



SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU
2131 ROCK SPRINGS DRIVE

06/30/11



SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU
2131 ROCK SPRINGS DRIVE

06/30/11

June 20, 2011

Pancit Adobo Filipino Restaurant
2131 Rock Springs Dr
Las Vegas, NV 89128
(702) 372-3585

Department of Planning
333 Rancho Dr.
Las Vegas, NV

Re: Justification Letter for Special Use Permit

To whom it may concern:

Pancit Adobo Filipino Restaurant seeks a special use permit in efforts of attaining a beer and wine license through the City. Pancit Adobo is an established full service restaurant located on 2131 Rock Springs Dr that has been open since the last week of October, 2010. Currently the hours of operation are from 10:30 am to 9 pm daily serving breakfast, lunch, dinner, desserts and party trays. Patrons have the option of taking out food or dining in with seating approximately amounting to 170 which include additional seating in a private banquet room.

The purpose of on-site sale of beer and wine is to increase daily revenue as well as foot traffic to keep the restaurant afloat during these economic times. There will be some entertainment at night such as singing and karaoke on selected nights and live music on other nights which start at 9:00 pm. All beer and wine /wine coolers will be sold with meals/food. No additional development to the facility is required since the business is already functioning. The anticipated schedule of operation will be daily from 11 am to 3 am. To facilitate the later hours, additional staff will be hired. There are two on-site managers, one of which will always be on the premises at any given time.

Hopefully, you will grant us the required Special Use Permit soon. Should you need more information, please don't hesitate to contact me at (702) 452-3626 or (702) 372-3585.

Sincerely,


Gloria Rosell-Ensler

Manager

RECEIVED
JUN 23 2011
City of Las Vegas

SUP-42254

1/1

09-04-2011

06:23:58 a.m.

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 SEP -6 A 7

PREPAID
FIRST CLASS



02 PM
0004270218 30325 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.

SUP-42254

City Council Meeting of 9/7/2011

CLARK RUSSELL & NADIA FAMILY TR
CLARK RUSSELL P TRS ETAL
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031

APN#13822310042

1 1 FREDN 1 1 03 1 28



702

6/24

09/04/2011 SUN 05:35 [TX/RX NO 5173] 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**

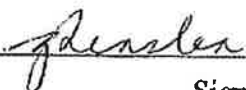
CITY OF LAS VEGAS	
ONE MOTION / ONE VOTE	
	Planning and Development Department Case Planning Division 333 North Rancho Drive, 3rd Floor Las Vegas, Nevada 89106 (702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the **AUGUST 9, 2011** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to **Carman Burney at (702) 385-7268**. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM **AUGUST 8, 2011**.

 08-04-11
Signature Date

GLORIA ROSELL-ENSLEL
Please Print Name

GLORIELL HOLDINGS, LLC
Company Name

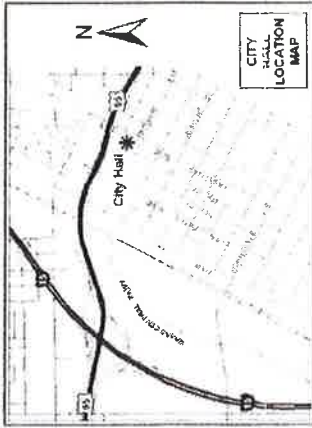
RECEIVED
AUG 04 2011

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested Official Notice of Public Hearing



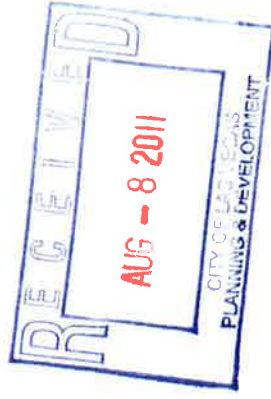
If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

Please use available blank space on card for your comments.

SUP-42254

Planning Commission Meeting of 8/9/2011



13822310042
Case: SUP-42254
CLARK RUSSELL & NADIA FAMILY TR
CLARK RUSSELL P TRS ETAL
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031

[illegible]

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

**Return Service Requested
Official Notice of Public Hearing**



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT
this Request

☐ I OPPOSE
this Request

Please use available blank space on card for your comments.
SUP-42254

Planning Commission Meeting of 8/9/2011

PRE-REPORTED
FIRST CLASS



02 11/4
0004278218 JUL 28 2011
\$00.414
MAILED FROM ZIP CODE 89101



13822710016
MORAN SHAUNA M
1924 LEANING PINE WY
LAS VEGAS NV 89128-3173 89128-3173

Case: SUP-42254



7A

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: OCTOBER 5, 2011**DEPARTMENT: PLANNING****DIRECTOR: FLINN FAGG**☐ Consent ☒ Discussion**SUBJECT:**

SUP-42254 – REHEAR - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING 5,918 SQUARE-FOOT RESTAURANT at 2131 Rock Springs Drive (APN 138-22-610-012), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

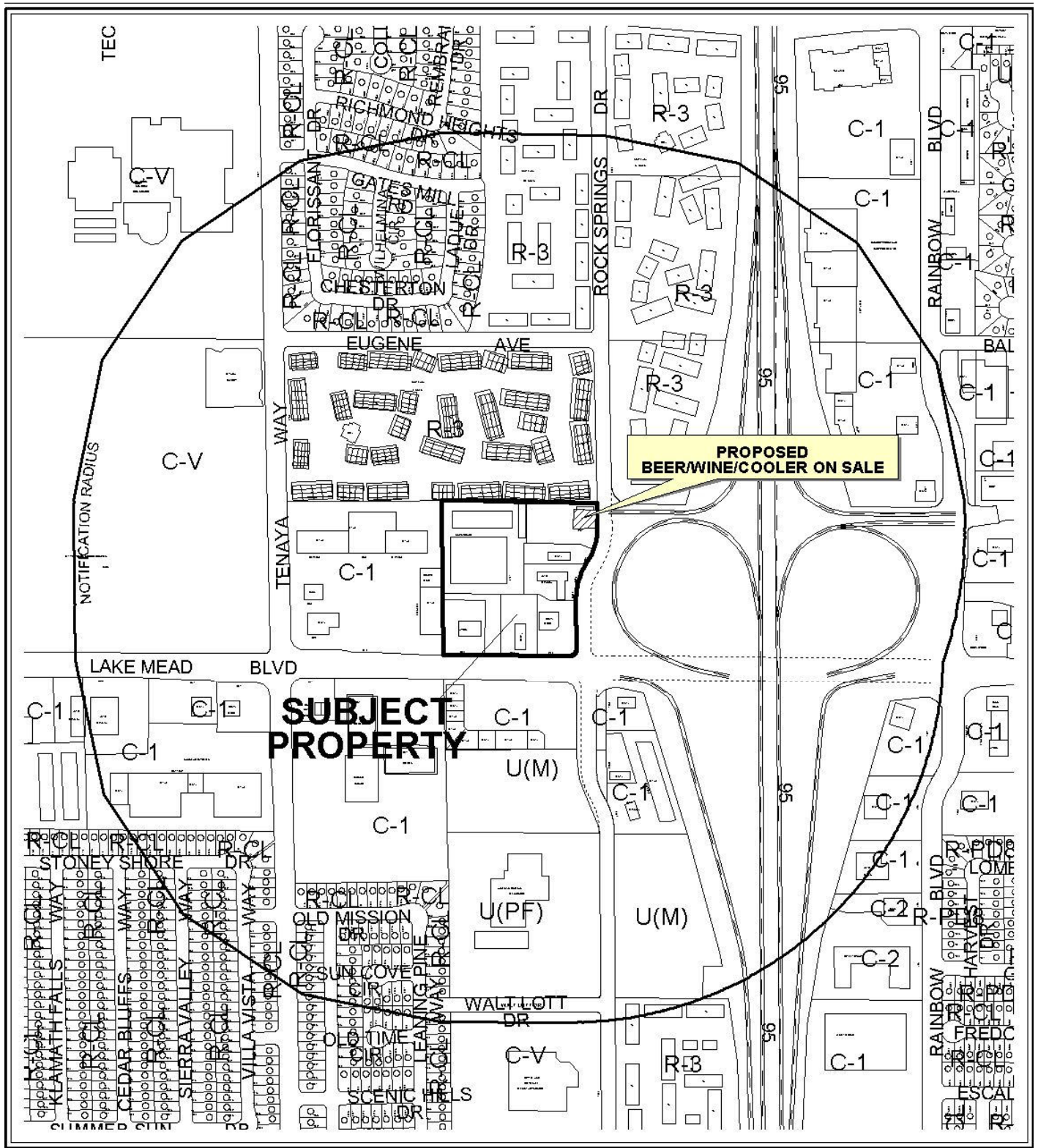
City Council Meeting

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the August 9, 2011 Planning Commission Meeting Item – SUP-42254



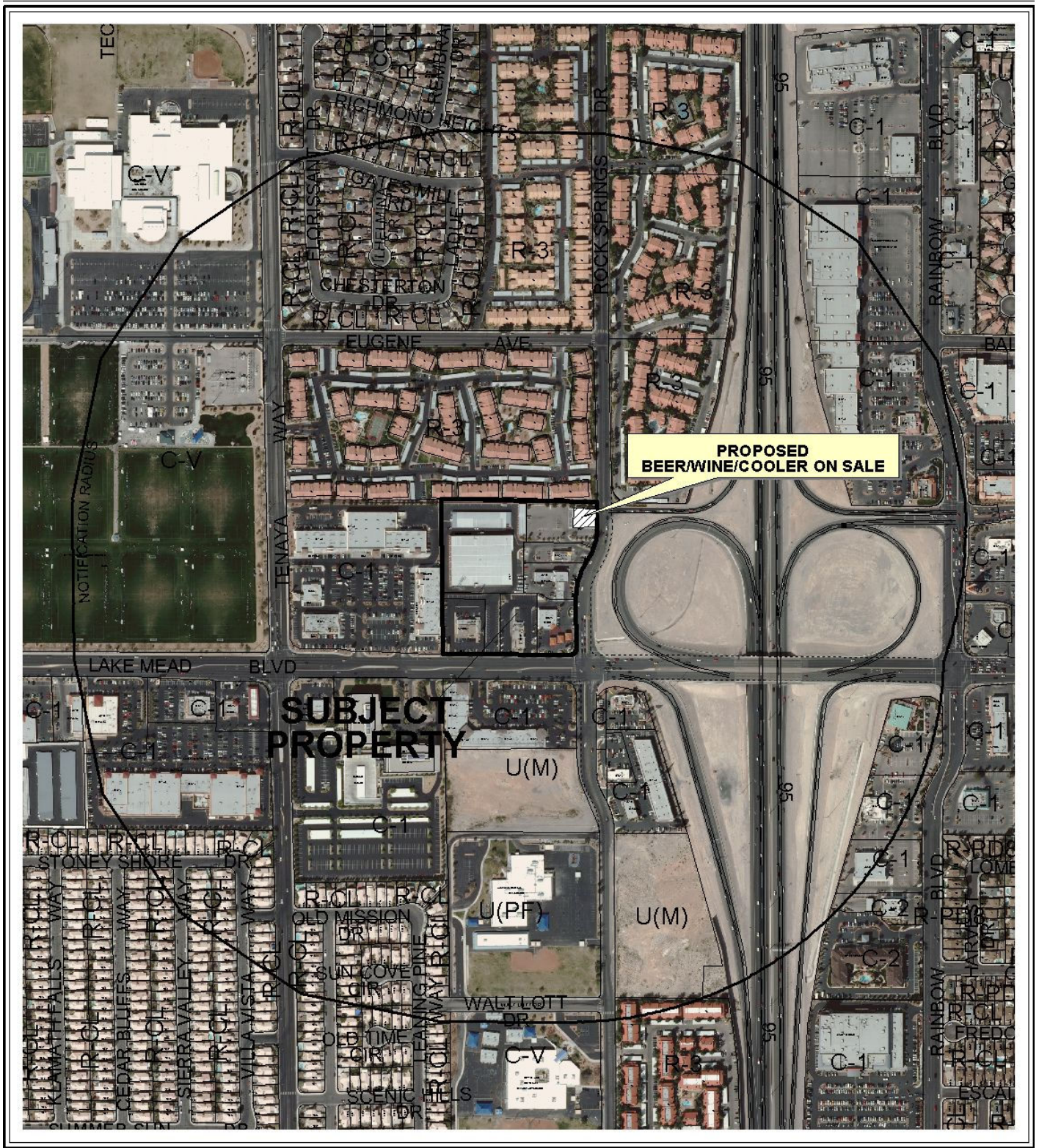
CASE: **SUP-42254**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet





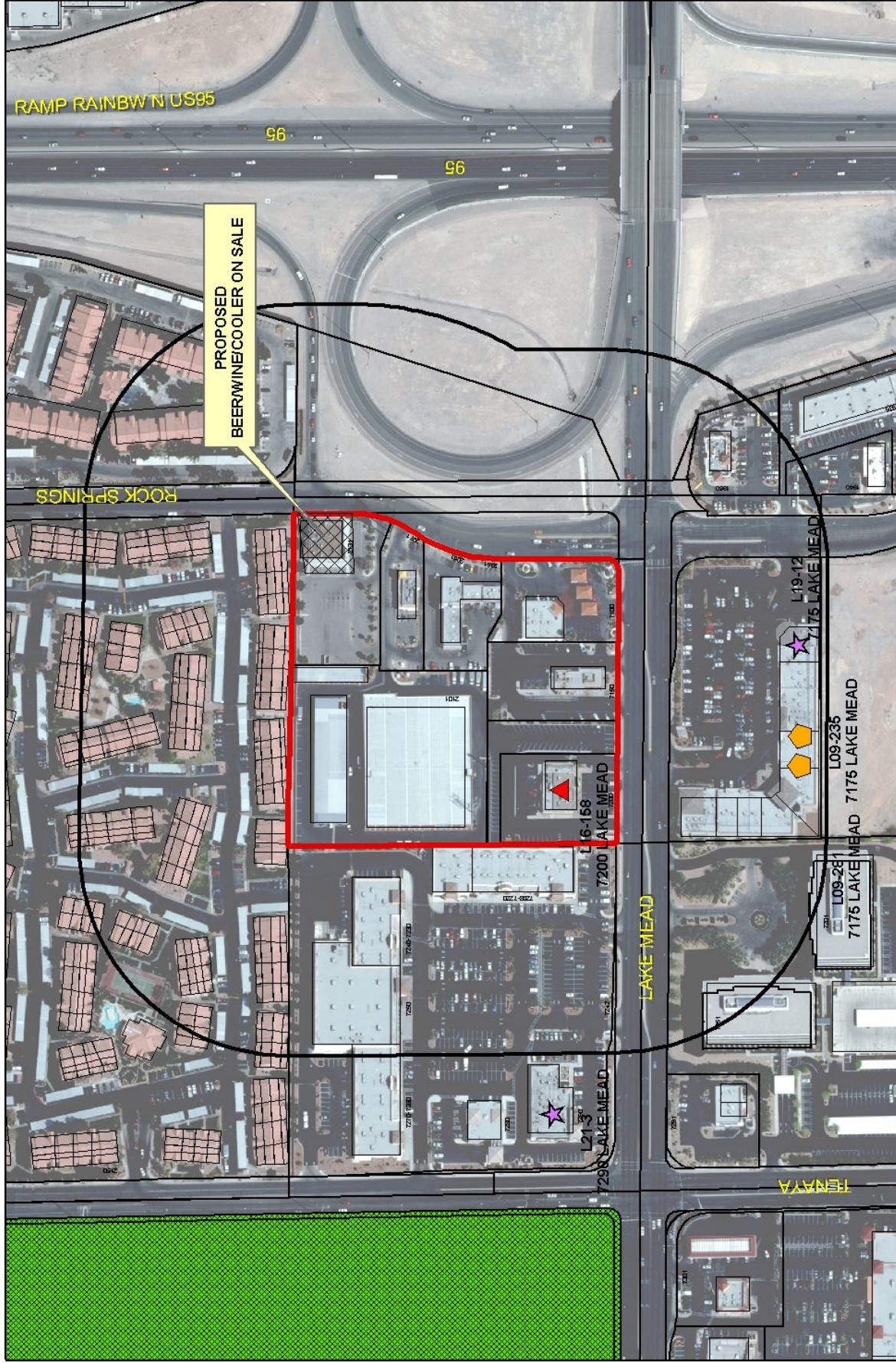
CASE: **SUP-42254**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet





SUP-42254

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



City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
SUP-42254	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-42254 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler On-Sale Establishment use.
2. Conformance to the approved conditions for Variance (V-0150-96) and Site Development Plan Review [Z-0074-84(18)].
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. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 5, 2011 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a proposed Beer/Wine/Cooler On-Sale Establishment use within an existing 5,945 square-foot restaurant at 2131 Rock Springs Drive. The proposed use complies with all Title 19.12 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore, staff recommends approval with conditions. If this application is denied, the proposed Beer/Wine/Cooler On-Sale Establishment use cannot be located within the subject property, nor can a business license for alcohol use be obtained for the use at this location.

ISSUES

- A Beer/Wine/Cooler On-Sale Establishment use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- The request to rescind and rehear this item is to remove a Condition of Approval regarding the sales of single containers of alcohol. The condition applies to off-sale establishments only, and is therefore deleted.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
11/21/84	The City Council approved a request for Rezoning (Z-0074-84) from N-U (Non-Urban) to R-CL (Single Family Compact Lot), R-3 (Limited Multiple Residence) and C-1 (Limited Commercial) as part of a large request. This subject site is located at the northwest corner of Lake Mead Boulevard and Rock Springs Drive. The Planning Commission and staff recommended approval.
12/17/96	The Board of Zoning Adjustment approved a request for a Variance (V-0156-96) to allow 80 parking spaces where 139 parking spaces are required for a proposed 5,500 square-foot restaurant on property located at 2001-2005 Rock Springs Drive. The Department of Planning staff had no objection to the request.
02/27/97	The Planning Commission approved a request for a Site Development Plan Review [Z-0074-84(18)] on property located on the west side of Rock Spring Drive, north of Lake Mead Boulevard for a proposed 5,560 square-foot restaurant. The Department of Planning staff had no objection to the request.
08/09/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item #7/rg)

09/07/11	The City Council approved this request for a Special Use Permit.
----------	--

Staff Report Page Two**October 5, 2011 - City Council Meeting**

<i>Most Recent Change of Ownership</i>	
04/19/02	A deed was recorded for a change in ownership.

<i>Related Building Permits/Business Licenses</i>	
08/20/97	A building permit (#97017284) was issued for a New Building for Certificate of Occupancy at 2131 Rock Springs Drive. The permit was finalized on 01/30/98.
06/15/99	A building permit (#99011777) was issued for Tenant Improvement for Certificate of Occupancy at 2131 Rock Springs Drive. The permit was finalized on 07/16/99.
10/14/02	A business license (R09-01171) was issued for a Restaurant at 2131 Rock Springs Drive. The license was marked out of business on 02/08/10.
12/02/10	A business license (R09-01592) was issued for a Restaurant at 2131 Rock Springs Drive. The license is currently active.
06/28/11	A business license (L09-93339) was filed for a Beer/Wine/Cooler On Sale at 2131 Rock Springs Drive. The license has not been reviewed by the Department of Planning.

<i>Pre-Application Meeting</i>	
06/06/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Special Use Permit for a proposed Beer/Wine/Cooler On-Sale Establishment use were discussed. The proposed use can only be served in conjunction with a meal.

<i>Neighborhood Meeting</i>	
A neighborhood meeting was not required, nor was one held.	

<i>Field Check</i>	
06/30/11	A site visit by staff noted that the subject site had graffiti on the wall of the existing building. A broken window was observed along the south side of the building.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	1.11

Staff Report Page Three
October 5, 2011 - City Council Meeting

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
Subject Property	Restaurant, 2,000 sq. ft. or more (without Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Restaurant, 2,000 sq. ft. or more (without Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)
East	US-95 on/off ramp	Right-of-way	Right-of-way
West	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area		X	N/A
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)		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 19.08 and 19.12, the following parking standards apply:

In addition to Title 19A.C and 19A.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	
Restaurant	2,300 SF seating area	1/50 SF	46				
	3,645 SF remaining area	1/200 SF	19				
TOTAL SPACES REQUIRED			65				80
Regular and Handicap Spaces Required			62	3	76	4	Y

Staff Report Page Four
October 5, 2011 - City Council Meeting

<i>Street Name</i>	<i>Functional Classification of Street(s)</i>	<i>Governing Document</i>	<i>Actual Street Width (Feet)</i>	<i>Compliance with Street Section</i>
Rock Springs Drive	N/A	N/A	60	N/A

ANALYSIS

A Beer/Wine/Cooler On-Sale Establishment use is defined per Title 19.18.020 as “an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 30 or more people may be served with meals at any one time at tables or stools.” The applicant currently has an operating business license for a restaurant with seats available for 180 guests. No additional parking is required beyond that which is required for the principal use on the site. The proposed use will be located within an existing restaurant and meets the minimum distance separation requirements. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval.

FINDINGS (SUP-42254)

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 use will be located within an existing restaurant and meets the minimum distance separation requirements. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses.

- 2. The subject site is physically suitable for the type and intensity of land use proposed.**

The subject site is physically suitable for the type and intensity of the proposed use. The proposed Beer/Wine/Cooler On-Sale Establishment use on-site parking requirement does not require additional parking required beyond that which is required for the principal use on the site.

Staff Report Page Five
October 5, 2011 - City Council Meeting

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 Rock Springs Drive. This street is sufficient in size to accommodate the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.12.**

The proposed use complies with the Minimum Special Use Permit Requirements for a Beer/Wine/Cooler On-Sale Establishment use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

15

NOTICES MAILED

226 (By City Clerk)

APPROVALS

1

PROTESTS

3



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42254** APN: 138-22-610-012
Name of Property Owner: CHZ HSUAN WU.
Name of Applicant: GLORIELL HOLDINGS, LLC
Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: Chi Hsuan Wu.

Print Name: CHZ HSUAN WU.

Subscribed and sworn before me

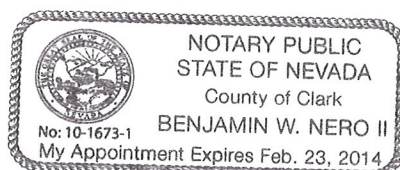
This 7th day of June, 20 11

[Signature]
Notary Public in and for said County and State

RECEIVED

JUN 23 2011

City of Las Vegas



PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT BEER/WINE-COOLER ON-SALE EST.
 Project Address (Location) 2131 ROCK SPRINGS DR. LAS VEGAS, NV 89128
 Project Name PANCIT-ADOBO FILIPINO RESTAURANT Proposed Use _____
 Assessor's Parcel #(s) 138-22-610-012 Ward # 1-TARKANTIAN
 General Plan: existing ISC proposed NO CHANGE Zoning: existing C1 proposed NO CHANGE
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 1.13 Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER CHIT I-SHAN WU Contact _____
 Address 76 Copper Fountain St Phone: 360-2225 Fax: _____
 City Las Vegas State N.V. Zip 89138
 E-mail Address _____

APPLICANT GLORIA ROSELL-ENSLER Contact GLORIA ROSELL-ENSLER
(GLORIELL HOLDINGS, LLC)
 Address 9904 CHARLEMONT DR Phone: 702-452-3626 Fax: _____
 City LAS VEGAS, NV State NV Zip 89134
 E-mail Address MABUHAY@PANCIT-ADOBO.COM

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

Property Owner Signature* Chit I-Shan Wu

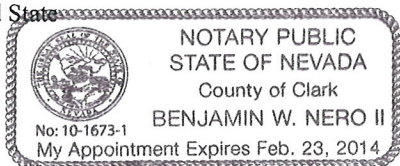
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHIT I-SHAN WU

Subscribed and sworn before me

This 7th day of June, 20 11

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

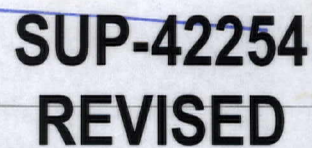
Case #	<u>54P-42254</u>
Meeting Date:	<u>8/9/11</u>
Total Fee:	<u>8,280</u>
Date Received:*	<u>6/23/11</u>
Received By:	<u>Ben</u>

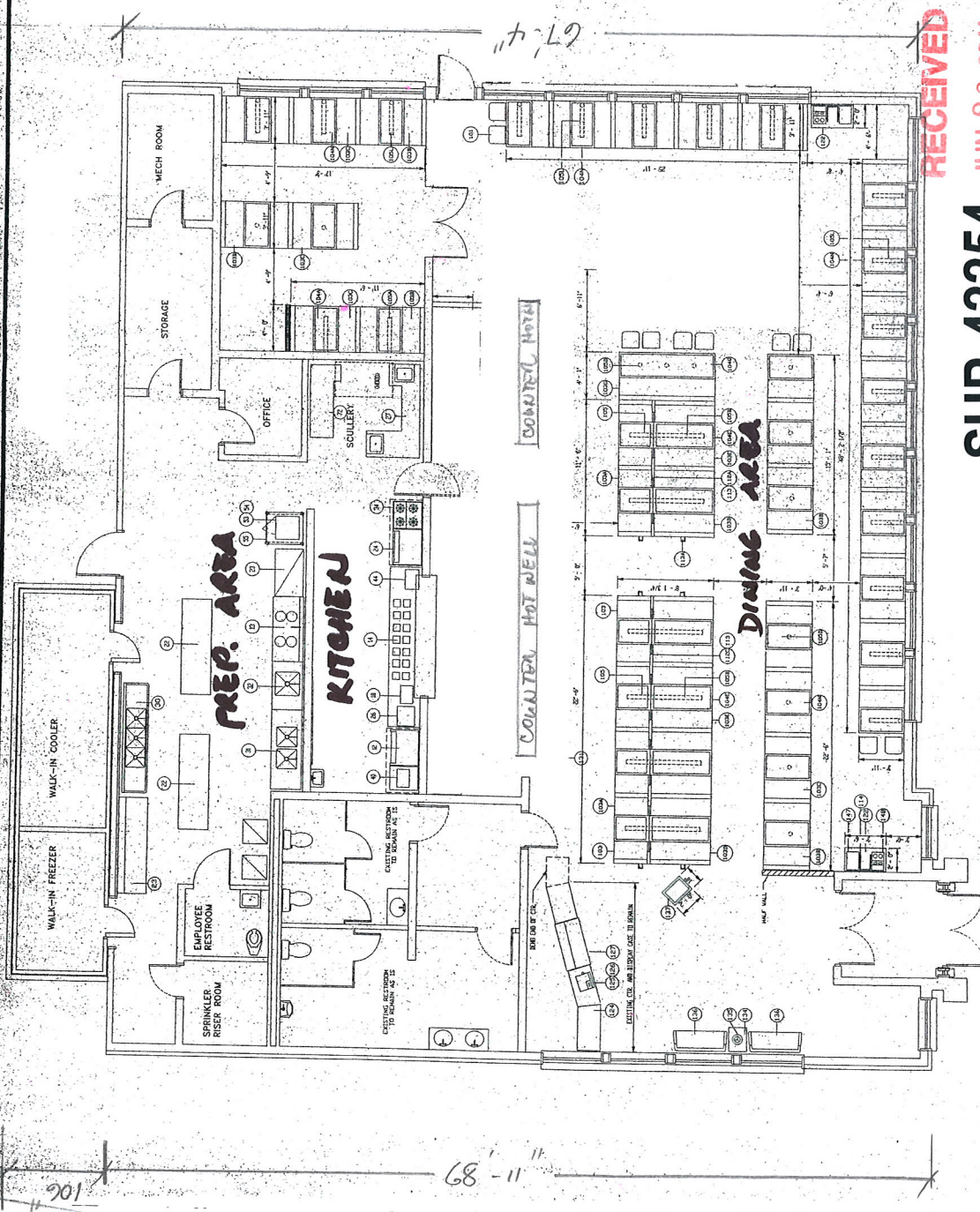
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

JUN 23 2011

City of Las Vegas





FURNITURE SCHEDULE

NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	WALK-IN FREEZER	1,200.00	1,200.00
2	1	WALK-IN COOLER	1,200.00	1,200.00
3	1	SPRINKLER RISER ROOM	500.00	500.00
4	1	EMPLOYEE RESTROOM	500.00	500.00
5	1	PREP. AREA	1,000.00	1,000.00
6	1	KITCHEN	2,000.00	2,000.00
7	1	SCULLERY	500.00	500.00
8	1	OFFICE	500.00	500.00
9	1	STORAGE	500.00	500.00
10	1	MECH ROOM	500.00	500.00
11	1	EXITING RESTROOM TO MAIN AS IS	500.00	500.00
12	1	EXITING RESTROOM TO MAIN AS IS	500.00	500.00
13	1	BAR AND ICE	500.00	500.00
14	1	BAR	500.00	500.00
15	1	BAR	500.00	500.00
16	1	Dining Area	1,000.00	1,000.00
17	1	CONTROL ROOM	500.00	500.00
18	1	COUNTER HOT WELL	500.00	500.00

SEATING & TABLE SCHEDULE

TABLE TYPE	TOP	SEAT
SIMPLES	000	000
2 TOPS	6	12
3 TOPS	000	000
4 TOPS	32	128
5 TOPS	0	0
6 TOPS	6	36
TOTALS	44	176

SEATING IN TABLES BUILD 0

PROJECT - ABOVE
FR. 2557

2131 ROCK SPRINGS ROAD
 LAS VEGAS, NV
 SCALE: 1/4" = 1'-0"

RECEIVED
SUP-42254
JUN 23 2011
 City of Las Vegas



SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU
2131 ROCK SPRINGS DRIVE

06/30/11



SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU
2131 ROCK SPRINGS DRIVE

06/30/11

June 20, 2011

Pancit Adobo Filipino Restaurant
2131 Rock Springs Dr
Las Vegas, NV 89128
(702) 372-3585

Department of Planning
333 Rancho Dr.
Las Vegas, NV

Re: Justification Letter for Special Use Permit

To whom it may concern:

Pancit Adobo Filipino Restaurant seeks a special use permit in efforts of attaining a beer and wine license through the City. Pancit Adobo is an established full service restaurant located on 2131 Rock Springs Dr that has been open since the last week of October, 2010. Currently the hours of operation are from 10:30 am to 9 pm daily serving breakfast, lunch, dinner, desserts and party trays. Patrons have the option of taking out food or dining in with seating approximately amounting to 170 which include additional seating in a private banquet room.

The purpose of on-site sale of beer and wine is to increase daily revenue as well as foot traffic to keep the restaurant afloat during these economic times. There will be some entertainment at night such as singing and karaoke on selected nights and live music on other nights which start at 9:00 pm. All beer and wine /wine coolers will be sold with meals/food. No additional development to the facility is required since the business is already functioning. The anticipated schedule of operation will be daily from 11 am to 3 am. To facilitate the later hours, additional staff will be hired. There are two on-site managers, one of which will always be on the premises at any given time.

Hopefully, you will grant us the required Special Use Permit soon. Should you need more information, please don't hesitate to contact me at (702) 452-3626 or (702) 372-3585.

Sincerely,


Gloria Rosell-Ensler

Manager

RECEIVED
JUN 23 2011
City of Las Vegas

SUP-42254

06:23:58 a.m. 09-04-2011 1/1

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 SEP -6 A 7

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-42254

City Council Meeting of 9/7/2011

PREPAID
FIRST CLASS



02 PM \$00.41
0004270218 90325 2011
MAILED FROM ZIP CODE 89101

CLARK RUSSELL & NADIA FAMILY TR
CLARK RUSSELL P TRS ETAL
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031

APN#13822310042

1 1 FREDN 1 1 03 1 28



09/04/2011 SUN 05:35 [TX/RX NO 5173] 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**

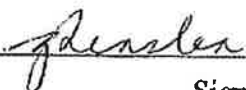
CITY OF LAS VEGAS	
ONE MOTION / ONE VOTE	
	Planning and Development Department Case Planning Division 333 North Rancho Drive, 3rd Floor Las Vegas, Nevada 89106 (702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-42254 - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the **AUGUST 9, 2011** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to **Carman Burney at (702) 385-7268**. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM **AUGUST 8, 2011**.

 08-04-11
Signature Date

GLORIA ROSELL-ENSLEL
Please Print Name

GLORIELL HOLDINGS, LLC
Company Name

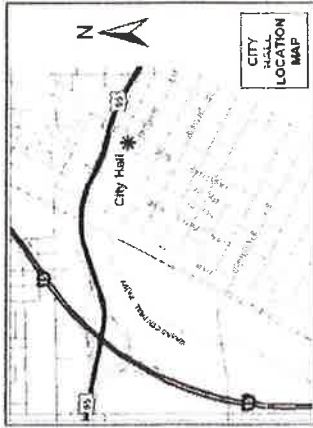
RECEIVED
AUG 04 2011

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

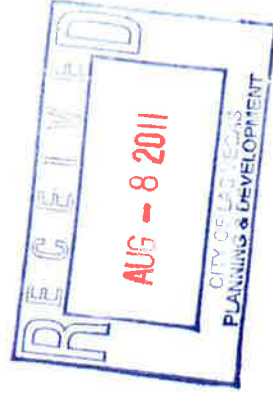
☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-42254

Planning Commission Meeting of 8/9/2011



13822310042
CLARK RUSSELL & NADIA FAMILY TR
CLARK RUSSELL P TRS ETAL
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031 89128-3031

Case: SUP-42254

11 PREPENDING 89128



08/01/2011 15:06

13822710016
MORAN SHAUNA M
1924 LEANING PINE WY
LAS VEGAS NV 89128-3173 89128-3173
Case: SUP-42254

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

RQR-42868 - REQUIRED REVIEW - SPECIAL USE PERMIT - APPLICANT: RMTWO, INC. DBA MOLLY'S - OWNER: MCW-RC NV-CENTENNIAL CROSSROADS, LLC - For possible action on a request for a Required Review of a previously approved Special Use Permit (SUP-37373) FOR A 3,534 SQUARE-FOOT LIQUOR ESTABLISHMENT, TAVERN WITH A WAIVER TO ALLOW A 147-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS THE MINIMUM DISTANCE REQUIRED at 6430 Sky Pointe Drive, Suite #130 (APNs 125-21-813-001 and 125-21-813-002), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

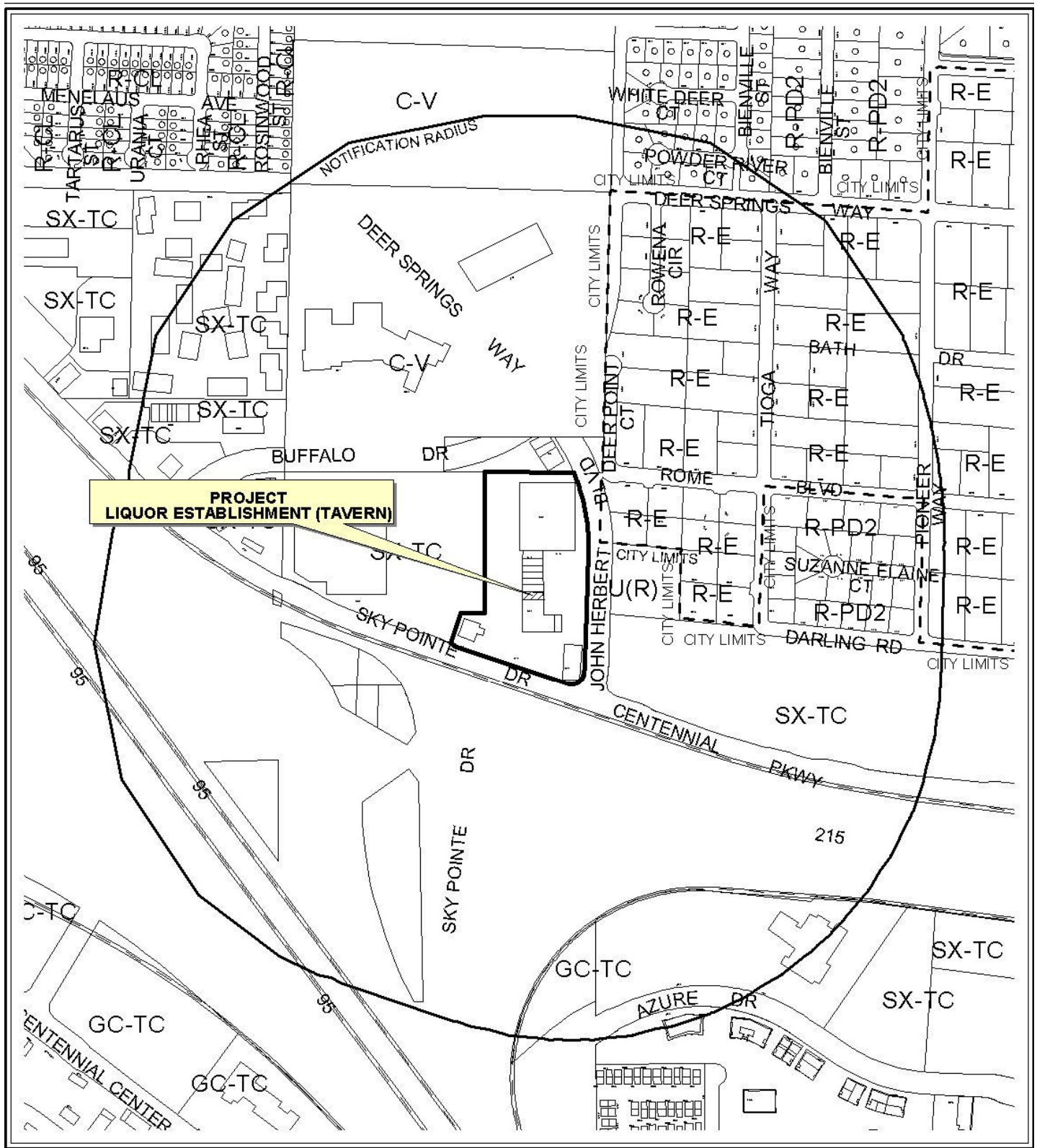
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter for SUP-37373



CASE: RQR-42868

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center) Zone [GC-TC

(General Commercial - Town Center)]

0 300 600 Feet





CASE: RQR-42868

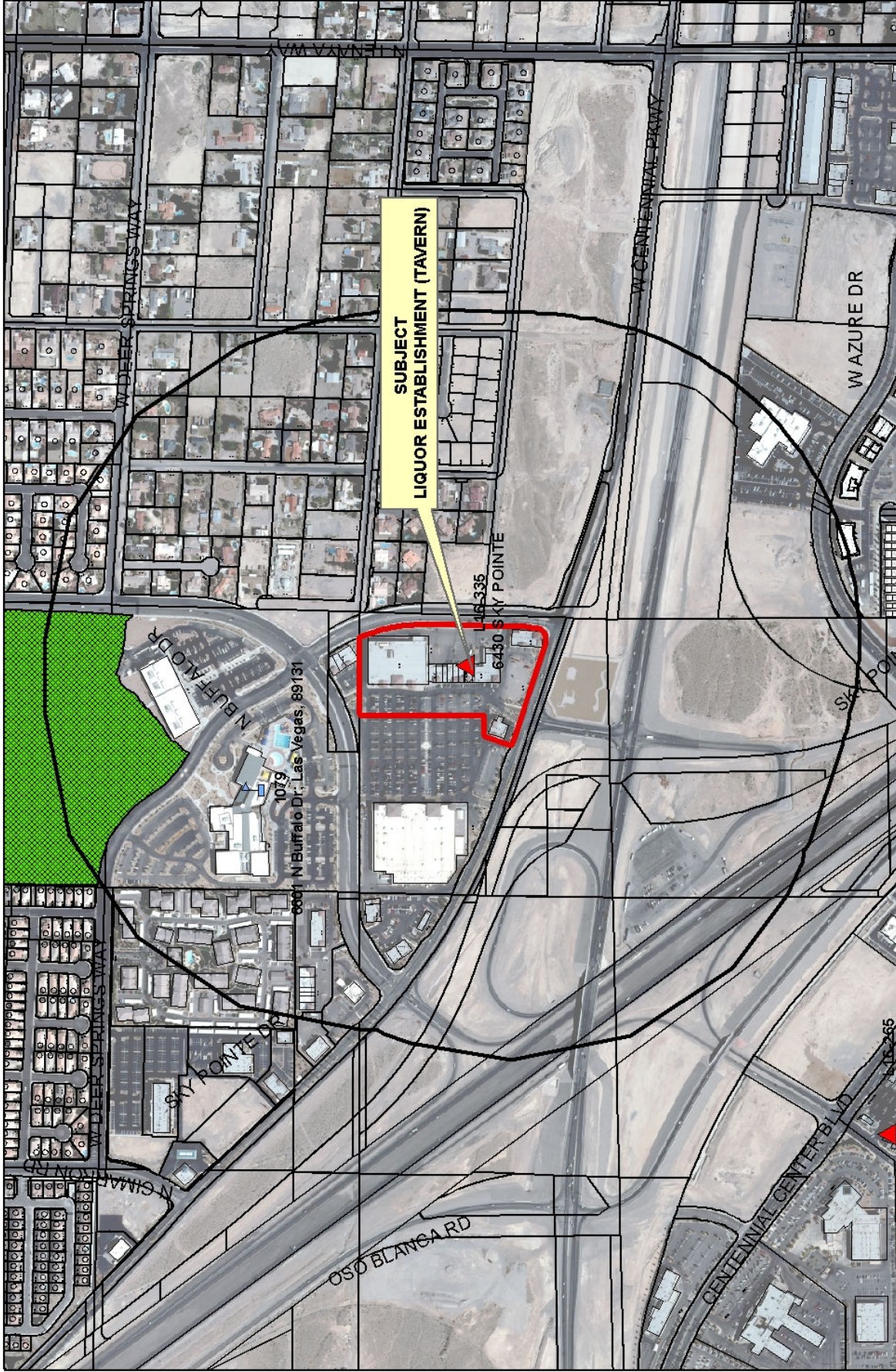
RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center) Zone [GC-TC

(General Commercial - Town Center)]

0 300 600 Feet





RQR-42868

Taverns

Business Licenses

- Child Care/Children Facility
- Tavern

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 1500 foot buffer



*City of Las Vegas***AGENDA MEMO - PLANNING**

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT: RMTWO, INC. DBA MOLLY'S - OWNER: MCW-RC NV-CENTENNIAL CROSSROADS, LLC

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
RQR-42868	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

RQR-42868 CONDITIONS

Planning

1. Conformance to the conditions of approval of the Special Use Permit (SUP-37373) and all other site related actions as required by the Department of Planning and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Required Review of a previously approved Special Use Permit (SUP-37373) for a 3,534 square-foot Liquor Establishment (Tavern) with a waiver to allow a 147-foot distance separation from a City Park where 400 feet is the minimum distance required at 6430 Sky Pointe Drive. Since the approval of the Special Use Permit in April 2010, a daycare facility located within the 400-foot distance separation requirement was licensed with the State of Nevada (06/11/11), making the tavern legally non-conforming. The tavern does comply with the conditions of approval of the Special Use Permit (SUP-37373) and Title 6.50 requirements of the Las Vegas Municipal Code. Staff investigated all calls for service for the Metropolitan Police Department and two calls were found, neither directly related to the business' activity.

As the business complies with the conditions of approval, licensing requirements, and has experienced no negative police activity, staff is recommending approval of the Required Review with no further reviews.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
01/12/97	The City Council approved a request for an Extension of Time [Z-0101-94(3)] for a previously approved 705,000 square-foot retail shopping center located at the northwest corner of Centennial Parkway and Buffalo Drive. The Planning Commission and staff recommended approval.
12/07/98	The City Council approved a request for a Rezoning (Z-0076-98) on property located within the area designated Town Center on the Northwest Amendment to the General Plan from U (Undeveloped), R-E (Residence Estates), R-PD7 (Residential Planned Development-7 Units per Acre), R-PD11 (Residential Planned Development-11 Units per Acre), R-PD13, Residential Planned Development-13 Units per Acre), R-PD18 (Residential Planned Development-18 Units per Acre), R-CL (Single Family Compact Lot), C-1 (Limited Commercial), C-2 (General Commercial), C-V (Civic), and PD (Planned Development) to TC (Town Center) on 1,468 acres. The Planning Commission recommended approval.
01/19/00	The City Council approved a request for a Site Development Plan Review [Z-0076-98(10)] for a proposed commercial center located on the southwest corner of Buffalo Drive and Rome Boulevard. The Planning Commission and staff recommended approval.

Staff Report Page Two
October 5, 2011 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
01/27/00	The Planning Commission approved a request for a Tentative Map (TM-0058-99) for one-lot on property located on the north side of Sky Pointe Drive, east of the Conough Lane alignment.
03/23/00	The Planning Commission approved request for a Final Map (FM-0017-00) for one-lot at the northwest corner of Sky Pointe Drive and Buffalo Drive. Staff recommended approval.
01/03/01	The City Council approved a request for a Special Use Permit (U-0181-00) for packaged liquor sales in conjunction with a proposed grocery store at the southwest corner of the intersection of Buffalo Drive and Rome Boulevard. The Planning Commission recommended approval.
07/12/01	The Planning Commission approved a request for a Modification [Z-0076-98(21)] of an approved Site Plan [Z-0076-98(10)] to change the building footprints and pad site locations on the west side of John Herbert Boulevard between Buffalo Drive and Sky Pointe Drive. Staff recommended approval.
02/22/01	The Planning Commission approved a request for an Extension of Time [TM-0058-99(1)] on a previously approved Tentative Map (TM-0058-99) for one-lot on 24.85 acres on the north side of Sky Pointe Drive, east of the Conough Lane alignment.
09/19/01	The City Council approved a request for a Master Sign Plan (MSP-0002-01) for an approved 265,100 square-foot commercial center and a waiver of the TC sign standards on the west side of John Herbert Boulevard between Buffalo Drive and Sky Pointe Drive. The Planning Commission recommended approval.
04/25/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0076-98(29)] to modify one pad site and the parking layout of a previously approved Site Plan [Z-0076-98(10)] located on the west side of John Herbert Boulevard between Buffalo Drive and Sky Pointe Drive. Staff recommended approval.
05/07/02	The Centennial Hills Architectural Review Committee approved a request for a supplement (CHR-0001-02) to the Master Sign Plan (MSP-0002-01) to allow monument signs to be located within 300 feet of other monument signs located at Sky Pointe Drive and John Herbert Boulevard.
06/05/02	The City Council approved a request for a Special Use Permit (U-0038-02) to allow a Convenience Store with gasoline sales and a request for a waiver of the minimum 330-foot separation requirement from single family dwellings adjacent to the west side of John Herbert Boulevard between Buffalo Drive and Sky Point Drive. The Planning Commission recommended approval.
	The City Council approved a related request for a Special Use Permit (U-0039-02) to allow the sale of beer and wine in conjunction with a proposed Convenience Store.
	The City Council approved a related request for a Special Use Permit (U-0040-02) to allow Restricted Gaming in conjunction with a proposed Convenience Store and a request for a waiver of the minimum 330-foot separation requirement from single family dwellings.

Staff Report Page Three
October 5, 2011 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
	The City Council approved a request for a Site Development Plan Review [Z-0076-98(30)] for a proposed Convenience Store with a waiver of Town Center Development Standards to allow gasoline pumps adjacent to a public right-of-way located adjacent to the west side of John Herbert Boulevard between Buffalo Drive and Sky Pointe Drive. The Planning Commission and staff recommended approval.
08/06/02	The Centennial Hills Architectural Review Committee approved a request for a Master Sign Plan (CHR-0006-02) for a 266,000 square-foot commercial center located at Sky Pointe Drive and John Herbert Boulevard.
	The Centennial Hills Architectural Review Committee approved a related request for a Master Sign Plan (CHR-0005-02) for a 52,000 square-foot commercial center located at Sky Pointe Drive and Buffalo Drive.
04/21/10	The City Council approved a request for a Major Modification of the Town Center Land Use Plan (MOD-37375) to amend the Special Land Use Designation from SX-TC (Suburban Mixed Use- Town Center) to GC-TC (General Commercial- Town Center) on 8.6 acres generally located at the northwest corner of John Herbert Boulevard and Centennial Parkway. The Planning Commission and staff recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-37373) for a 3,534 square-foot Liquor Establishment, Tavern, with a waiver to allow a 147-foot distance separation from a City Park where 400 feet is the minimum distance required at 6430 Sky Pointe Drive, Ste 130. The Planning Commission and staff recommended denial.

<i>Most Recent Change of Ownership</i>	
01/12/07	A deed was recorded for a change in ownership.

<i>Related Building Permits/Business Licenses</i>	
08/25/10	A building permit (170801) was issued for tenant improvements for a Certificate of Occupancy for 6430 Sky Pointe Drive, Ste 130. The permit was finalized on 09/24/10.
09/15/10	A business license (C05-02717) was issued for Tobacco Sales at 6430 Sky Pointe Drive, Ste 130. The license is still active.
09/15/10	A business license (L16-00335) was issued for a Tavern at 6430 Sky Pointe Drive, Ste 130. The license is still active.
09/15/10	A business license (M06-03161) was issued for Miscellaneous Sales at 6430 Sky Pointe Drive, Ste 130. The license is still active.
09/16/10	A business license (C20-02396) was issued for Convention Hall Tax at 6430 Sky Pointe Drive, Ste 130. The license is still active.
09/16/10	A business license (G01-02393) was issued for Restricted Gaming at 6430 Sky Pointe Drive, Ste 130. The license is still active.

Staff Report Page Four
October 5, 2011 - City Council Meeting

Pre-Application Meeting

A pre-application meeting was not required, nor was one held.

Neighborhood Meeting

A neighborhood meeting was not required, nor was one held.

Field Check

09/01/11	Staff conducted a field inspection of the subject site and found the area surrounding the business neat and clean in appearance with no discrepancies noted.
----------	--

Details of Application Request

Site Area

Gross Acres	8.63
-------------	------

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
Subject Property	Shopping Center with Tavern	[GC-TC (General Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
North	Retail Establishments and Offices	[PF-TC (Public Facilities- Town Center) Special Land Use Designation]	T-C (Town Center)
South	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Undeveloped Land	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation]
	Undeveloped Land	[SX-TC (Suburban-Mixed Use) Special Land Use Designation]	T-C (Town Center)
West	Retail Establishments	[SX-TC (Suburban-Mixed Use) Special Land Use Designation]	T-C (Town Center)

Staff Report Page Five
October 5, 2011 - City Council Meeting

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area			
Town Center Master Plan	X		Y
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
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 the first request for a Required Review of a previously approved Special Use Permit (SUP-37373) for a 3,534 square-foot Liquor Establishment (Tavern) with a waiver to allow a 147-foot distance separation from a City Park where 400 feet is the minimum distance required at 6430 Sky Pointe Drive. Since the approval of the Special Use Permit in April 2010, a daycare facility located within the 400-foot distance separation requirement was licensed with the State of Nevada (06/11/11), making the tavern legally non-conforming. The tavern complies with all the conditions of approval cited in the Special Use Permit (SUP-37373), along with the requirements of Title 6.50 of the Las Vegas Municipal Code. The business has been issued the appropriate business licenses and no discrepancies have been noted. Staff investigated all calls for service for the Metropolitan Police Department and two calls were found (suspicious person and a disturbance call), neither directly related to the business' activity.

FINDINGS

Though the business is now considered a legally non-conforming tavern due to a daycare facility locating within 400 feet of the tavern, the business does comply with the conditions of approval of the Special Use Permit (SUP-37373), the licensing requirements as outlined in Title 6.50 of the Las Vegas Municipal Code, and has experienced no negative police activity; therefore, staff is recommending approval of the Required Review with no further reviews.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

23

NOTICES MAILED

111 (By Planning)

APPROVALS

0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-42868** APN: 125-21-813-001, 125-21-813-002

Name of Property Owner: MCEV-RC NV-Centennial Crossroads, LLC

Name of Applicant: RMTWO, Inc dba Molly's

Name of Representative: Randy Miller

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: Gregg Sadowsky

Subscribed and sworn before me

This See attached day of _____, 20____

Notary Public in and for said County and State

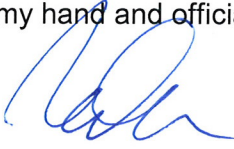
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AUG 17 2011
City of Las Vegas

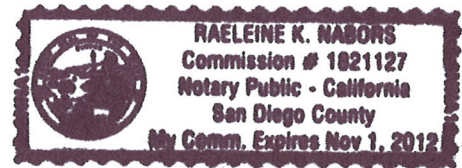
CALIFORNIA JURAT

State of California)
)ss.
County of San Diego)

Subscribed and sworn to (or affirmed) before me on this 9TH day of August, 2011, by
Gregg R. Sadowsky, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

WITNESS my hand and official seal.

Signature  (Seal)



RECEIVED

AUG 17 2011

City of Las Vegas

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: RMTWO, Inc
 Project Address (Location) 6430 Sky Pointe Drive 3130, Las Vegas, NV 89131
 Project Name Molly's Proposed Use Tavern
 Assessor's Parcel #(s) 125-21-813-001, 125-21-813-002 Ward # 6
 General Plan: existing x proposed _____ Zoning: existing x proposed _____
 Commercial Square Footage 3,733 Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER MCW_RC NV Centennial Crossroads Contact Matt Frederickson
 Address 265 Santa Helena #211 Phone: (858) 847-4636 Fax: (858) 359-1669
 City Solana Beach State CA Zip 92075
 E-mail Address mattfrederickson@regencycenters.com

APPLICANT RMTWO, Inc dba Molly's Contact Jennifer Roberts
 Address 6430 Sky Pointe Drive #130 Phone: (702) 396-4600 Fax: (702) 367-2700
 City Las Vegas State NV Zip 89131
 E-mail Address _____

REPRESENTATIVE Jennifer Roberts Contact Jennifer Roberts
 Address 300S 4th Phone: (702) 363-8888 Fax: _____
 City Las Vegas State NV Zip 89101
 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 Gregg R. Sadowsky, SENIOR VICE PRESIDENT - SENIOR MARKET OFFICER

Subscribed and sworn before me

This _____ day of _____, 20 _____.

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>RQR-42868</u>
Meeting Date:	<u>10-5-11</u>
Total Fee:	<u>1050</u>
Date Received:*	<u>8-17-11</u>
Received By:	<u>FS</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

RECEIVED

AUG 17 2011

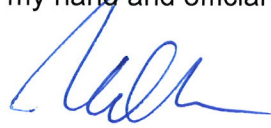
City of Las Vegas

CALIFORNIA JURAT

State of California)
)ss.
County of San Diego)

Subscribed and sworn to (or affirmed) before me on this 9TH day of August, 2011, by
Gregg R. Sadowsky, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

WITNESS my hand and official seal.

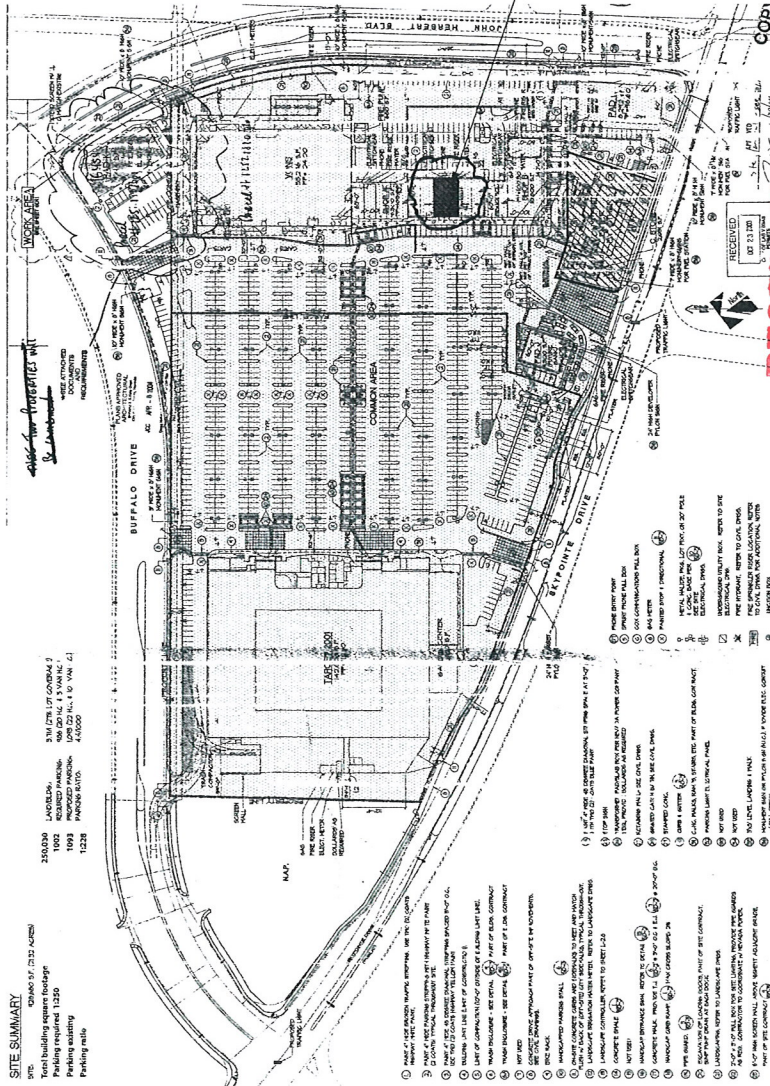
Signature  (Seal)



RECEIVED
AUG 17 2011
City of Las Vegas

MOLLY'S TENANT IMPROVEMENTS

6430 SKY POINTE DR. - SUITE 130/140
LAS VEGAS, NEVADA 89131



SITE PLAN

City of Las Vegas

PROJECT DIRECTORY OWNER/CLIENT City of Las Vegas 6430 Sky Pointe Dr. - Suite 130/140 Las Vegas, Nevada 89131 (702) 258-3000 (702) 258-3000 (702) 258-3000		MECHANICAL PLUMBING 423 Quality Ct. Suite 100 Las Vegas, Nevada 89131 (702) 798-7774 (702) 798-7774 (702) 798-7774		ARCHITECT 423 Quality Ct. Suite 100 Las Vegas, Nevada 89131 (702) 798-7774 (702) 798-7774 (702) 798-7774	
APPLICABLE CODES 2008 INTERNATIONAL BUILDING CODE WITH AMENDMENTS 2008 MECHANICAL CODE WITH AMENDMENTS 2008 ELECTRICAL CODE WITH AMENDMENTS 2008 PLUMBING CODE WITH AMENDMENTS 2008 FIRE ALARM CODE WITH AMENDMENTS 2008 GAS PIPING CODE WITH AMENDMENTS 2008 HAZARDOUS WASTE HANDLING CODE 2008 LANDFILL DESIGN AND CONSTRUCTION CODE 2008 SOLID WASTE MANAGEMENT AND LANDFILL DESIGN CODE 2008 WATER SUPPLY SYSTEMS CODE 2008 WASTE WATER TREATMENT AND REUSE CODE 2008 WASTE WATER COLLECTION AND TRANSPORTATION CODE 2008 WASTE WATER TREATMENT AND REUSE CODE 2008 WASTE WATER COLLECTION AND TRANSPORTATION CODE		PROJECT DATA PROJECT NAME: MOLLY'S PROJECT ADDRESS: 6430 SKY POINTE DR. - SUITE 130/140 PROJECT CITY: LAS VEGAS, NEVADA 89131 PROJECT STATE: NEVADA PROJECT ZIP: 89131 PROJECT PHONE: (702) 258-3000 PROJECT FAX: (702) 258-3000 PROJECT EMAIL: MOLLYS@CITYOFVegas.NV.GOV		DESIGNER PROJECT NAME: MOLLY'S PROJECT ADDRESS: 6430 SKY POINTE DR. - SUITE 130/140 PROJECT CITY: LAS VEGAS, NEVADA 89131 PROJECT STATE: NEVADA PROJECT ZIP: 89131 PROJECT PHONE: (702) 258-3000 PROJECT FAX: (702) 258-3000 PROJECT EMAIL: MOLLYS@CITYOFVegas.NV.GOV	
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RQR-42868



RQR-42868 - APPLICANT: RMTWO, INC. DBA MOLLY'S - OWNER: MCW-RC NV-CENTENNIAL
CROSSROADS, LLC
6430 SKY POINTE DRIVE, SUITE #130

09/01/11



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER



May 17, 2010

Centennial Crossroads, LLC
915 Wilshire Boulevard, Suite #200
Los Angeles, California 90017

RE: SUP-37373 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 21, 2010

Dear Applicant:

The City Council at a regular meeting held April 21, 2010, APPROVED the request for a Special Use Permit FOR A 3,534 SQUARE-FOOT LIQUOR ESTABLISHMENT, TAVERN WITH A WAIVER TO ALLOW A 147-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS THE MINIMUM DISTANCE REQUIRED at 6430 Sky Pointe Drive, Suite #130 (APN 125-21-813-002). The Notice of Final Action was filed with the Las Vegas City Clerk on April 22, 2010. This approval is subject to:

Added Condition:

- A. There shall be a one-year review at a Public Hearing at City Council one year after the issuance of the business license.

Planning and Development

1. Conformance to all Minimum Requirements under the Town Center Development Standards for a Liquor Establishment, Tavern use.
2. Approval of Major Modification (MOD-37375) shall be required.
3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
4. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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

RQR-42868

Printed with environmentally friendly soy ink.

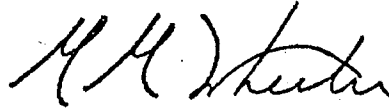
Centennial Crossroads, LLC
SUP-37373 – Page Two
May 17, 2010

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk



M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Steve Hargrave
MCW-RC NV-Centennial Crossings
265 Santa Helena, Suite #211
Solana Beach, California 92075

Ms. Jennifer Roberts
Lionel Sawyer & Collins
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

Mr. Randy Miller
Miss Dolly's Tavern
4730 North Jensen Street
Las Vegas, Nevada 89129

RQR-42868

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ROC-42989 - REVIEW OF CONDITION - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST, INC. - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-18910) TO DELETE CONDITION #11 THAT STATES, "THE SALE OF ANY INDIVIDUAL CONTAINERS LESS THAN 22 OUNCES OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATION AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF THE CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 1051 Desert Foothills Drive (APN 137-34-818-003), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL.

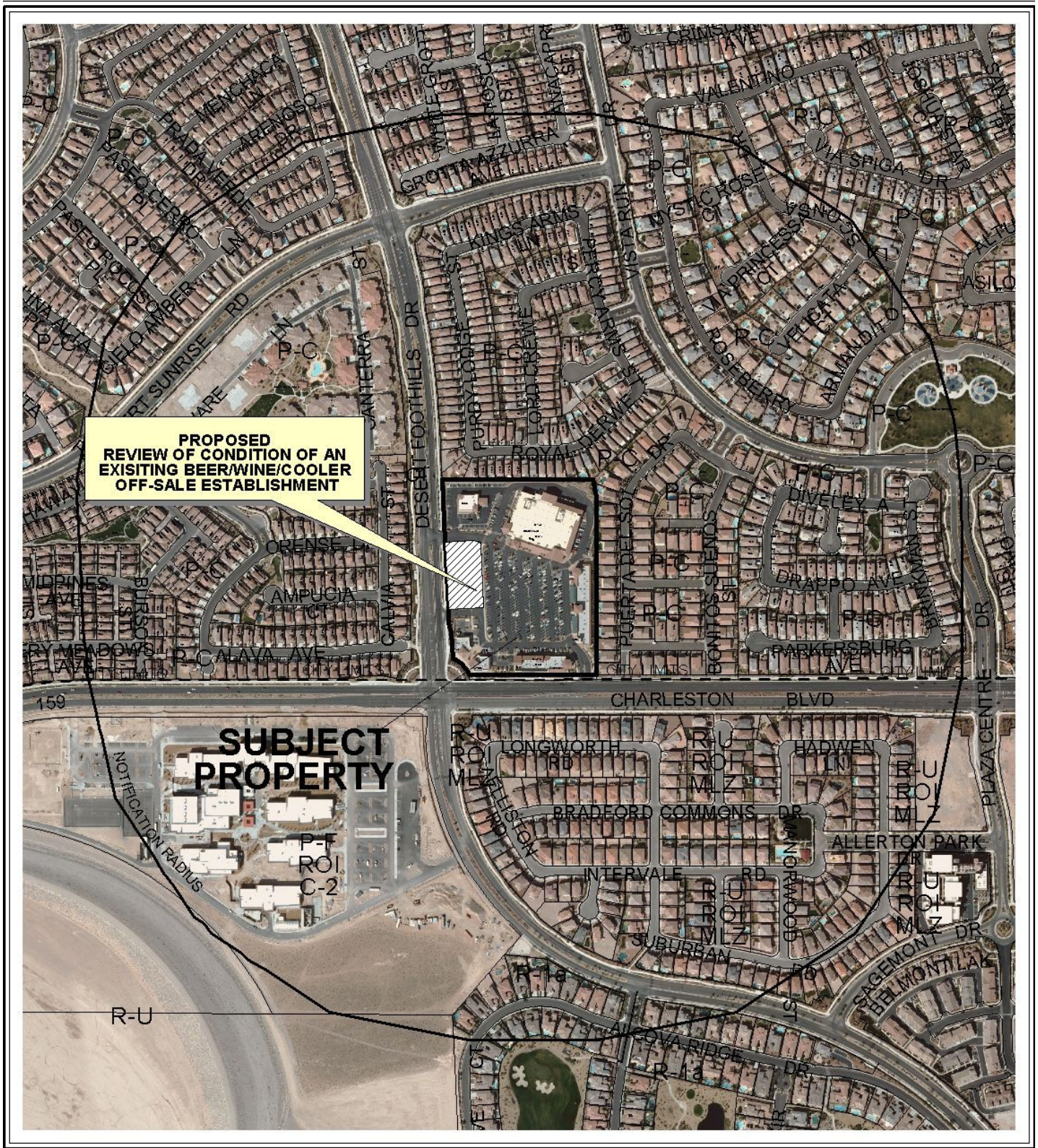
BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter for SUP-18910
6. City Council Approval Letter for RQR-32710
7. Justification Letter



ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)





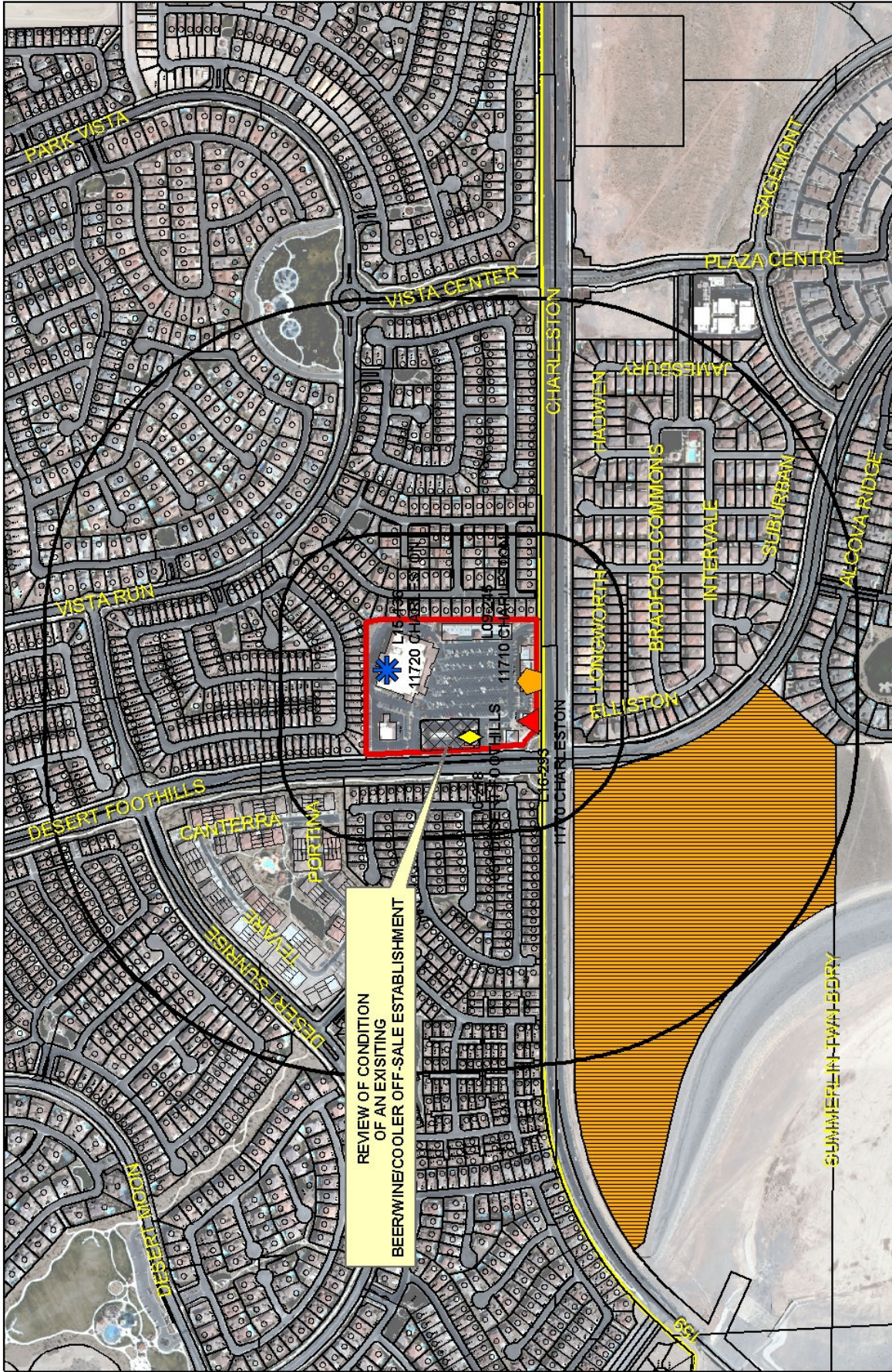
CASE: **ROC-42989**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

0 300 600 Feet





ROC-42989

Business Licenses

-  Child Care/Children Facility
-  Beer/Wine/Cooler On Sale
-  Beer/Wine/Cooler On-Off Sale
-  Supper Club/Restaurant Service Bar
-  Tavern
-  Package Liquor Sales
-  Beer/Wine/Cooler Off Sales
-  RELIGIOUS
-  CITY PARKS
-  SCHOOLS
-  Subject Property
-  400 & 1500 foot buffers



*City of Las Vegas***AGENDA MEMO - PLANNING**

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT/OWNER: TERRIBLE HERBST, INC.

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
ROC-42989	Staff recommends DENIAL, if approved subject to conditions:	None

**** CONDITIONS ****

ROC-42989 CONDITIONS

Planning

1. Delete condition #11 of Special Use Permit (SUP-18910)
2. Conformance to the conditions of approval of the Special Use Permit (SUP-18910) and all other site related actions as required by the Department of Planning and Department of Public Works.

Staff Report Page One
October 5, 2011 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently occupied by a Convenience Store with fuel pumps at 1051 Desert Foothills Drive. The applicant is requesting that condition #11 of a previously approved Special Use Permit (SUP-18910) be deleted to allow the sale of individual containers of beer, wine coolers and screw cap wine. There is a school located within the 400-foot distance separation requirement. Additionally there is one (1) establishment with a similar type use (package liquor) within 1,500 feet of the subject site that does not have any restrictions prohibiting the sale of individual containers.

While there are no negative police calls for service directly related to the business or significant license related issues at the subject site, the proposed removal of this condition is not appropriate given its close proximity to a school; therefore, staff is recommending denial of this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
01/16/02	The City Council approved a request for a Master Development Plan Review (SV-0018-01) to establish land use designations within Summerlin Village 23A and 23B, comprising 856 acres located adjacent to the northwest corner of Charleston Boulevard and Desert Foothills Drive. The Planning Commission recommended approval.
02/23/07	The Department of Planning administratively approved a request for a Minor Deviation to allow a setback of 192 feet where 200 feet is the minimum required between single family residences and a convenience store proposed to be located in Summerlin east of Desert Foothills.
03/07/07	The City Council approved a request for a Special Use Permit (SUP-18910) for a Liquor Store in conjunction with an approved Convenience Store with fuel pumps on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard. The Planning Commission and staff recommended approval.
03/04/09	The City Council approved a request for a Required Review (RQR-32710) of a previously approved Special Use permit (SUP-18910) for a Liquor Store in conjunction with an approved Convenience Store with fuel pumps at 1051 Desert Foothills Drive. Staff recommended approval.

Staff Report Page Two
October 5, 2011 - City Council Meeting

<i>Most Recent Change of Ownership</i>	
08/15/11	A deed was recorded for a change in ownership.

<i>Related Building Permits/Business Licenses</i>	
05/01/08	A business license (C05-02607) was issued for Tobacco Sales at 1051 Desert Foothills Drive. The license is still active.
05/01/08	A business license (C15-00364) was issued for a Convenience Store at 1051 Desert Foothills Drive. The license is still active.
05/01/08	A business license (L10-00278) was issued for Beer/Wine/Cooler Off-Sale at 1051 Desert Foothills Drive. The license is still active.
05/02/08	A business license (G02-00804) was issued for an Auto Repair Garage, Minor at 1051 Desert Foothills Drive. The license is still active.
08/04/09	A business license (S05-01066) was issued for a Service Station at 1051 Desert Foothill Drive. The license is still active.
03/28/11	A business license (C20-02325) was issued for Convention Hall Tax at 1051 Desert Foothills Drive. The license is still active.
03/28/11	A business license (G01-02324) was issued for Restricted Gaming at 1051 Desert Foothills Drive. The license is still active.
There have been no recent building permits issued for the subject site.	

<i>Pre-Application Meeting</i>	
08/11/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition to delete condition #11 of a previously approved Special Use Permit (SUP-18910) to allow the sale of individual containers of beer, wine coolers, and screw cap wine.

<i>Neighborhood Meeting</i>	
A neighborhood meeting was not required, nor was one held.	

<i>Field Check</i>	
09/01/11	Staff conducted a field check of the subject site and found the area surrounding the business clean and neat in appearance. The window signage does appear to be exceeding the permitted amount as outlined in Title 19 of the Unified Development Code.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.91

Staff Report Page Three
October 5, 2011 - City Council Meeting

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
Subject Property	Convenience Store	[VC (Village Center-Summerlin) Special Land Use Designation]	P-C (Planned Community)
North	Financial Institution, Specified	[VC (Village Center-Summerlin) Special Land Use Designation]	P-C (Planned Community)
	Single Family Residences	[SF3 (Single Family Detached- Summerlin) Special Land Use Designation]	P-C (Planned Community)
South	Retail Establishments, Tavern	[VC (Village Center-Summerlin) Special Land Use Designation]	P-C (Planned Community)
East	Shopping Center	[VC (Village Center-Summerlin) Special Land Use Designation]	P-C (Planned Community)
West	Single Family Residences	[SF3 (Single Family Detached- Summerlin) Special Land Use Designation]	P-C (Planned Community)

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area			
Summerlin	X		Y
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Staff Report Page Four
October 5, 2011 - City Council Meeting

ANALYSIS

This is a request for a Review of Condition of a previously approved Special Use Permit (SUP-18910) to delete condition #11 that states, "The sale of any individual containers less than 22 ounces of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configuration as shipped by the manufacturer. Further, no repackaging of the containers into groups smaller than the original shipping container size shall be permitted" at 1051 Desert Foothills Drive.

Since the approval of the Special Use Permit (SUP-18910) in March 2007, there has been no negative police calls of service directly related to the business or significant licensing issues at the subject site. There is a school located to the southwest and package liquor sales to the northeast with no restrictions prohibiting the sale of individual containers.

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 (school); therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

5

NOTICES MAILED

1,180 (By Planning)

APPROVALS

0

PROTESTS

0



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-42989** APN: 137-34-818-003
Name of Property Owner: Terrible Herbst, Inc.
Name of Applicant: Same as above
Name of Representative: Same

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

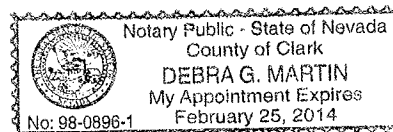
Signature of Property Owner: X

Print Name: Im Herbst

Subscribed and sworn before me

This 24 day of August, 2011

Debra G. Martin
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition to delete condition #11 of SUP-18910
Project Address (Location) 1051 Desert Foothills Drive
Project Name Terrible's #278 Proposed Use N/C proposed
Assessor's Parcel #(s) 137-34-818-003 Ward # 2 - Wolfson
General Plan: existing VC proposed N/C Zoning: existing P-C proposed N/C
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres .91 Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER Terrible Herbst, Inc. Contact Timothy Herbst
Address 5195 Las Vegas Boulevard Phone: (702) 798-6400 Fax: (702) 736-0819
City Las Vegas State Nevada Zip 89119-3209
E-mail Address _____

APPLICANT Terrible Herbst, Inc. Contact Jennifer De Rosa
Address 5195 Las Vegas Boulevard South Phone: (702) 798-6400 Fax: (702) 736-0819
City Las Vegas State Nevada Zip 89119
E-mail Address jderosa@terribleherbst.com

REPRESENTATIVE Same as Applicant Contact Bob Laszcik
Address Same Phone: (702) 327-0302 Fax: (702) 736-0819
City _____ State _____ Zip _____
E-mail Address blaszcik@terribleherbst.com

Property Owner Signature [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

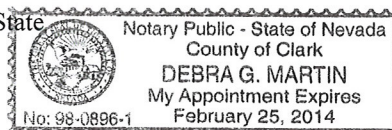
Print Name Tim Herbst

Subscribed and sworn before me

This 24 day of August, 20 11

[Signature]

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # ROC-42989
Meeting Date: 10/5/11
Total Fee: \$1080.-
Date Received: 8/24/11
Received By: [Signature]

*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.

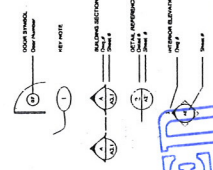
f:\depot\Application Packet\Application Form.pdf



#278

PLANS APPROVED
ARCHITECTURAL
DATE: APR 17 2007

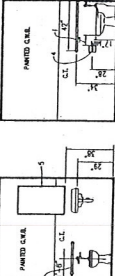
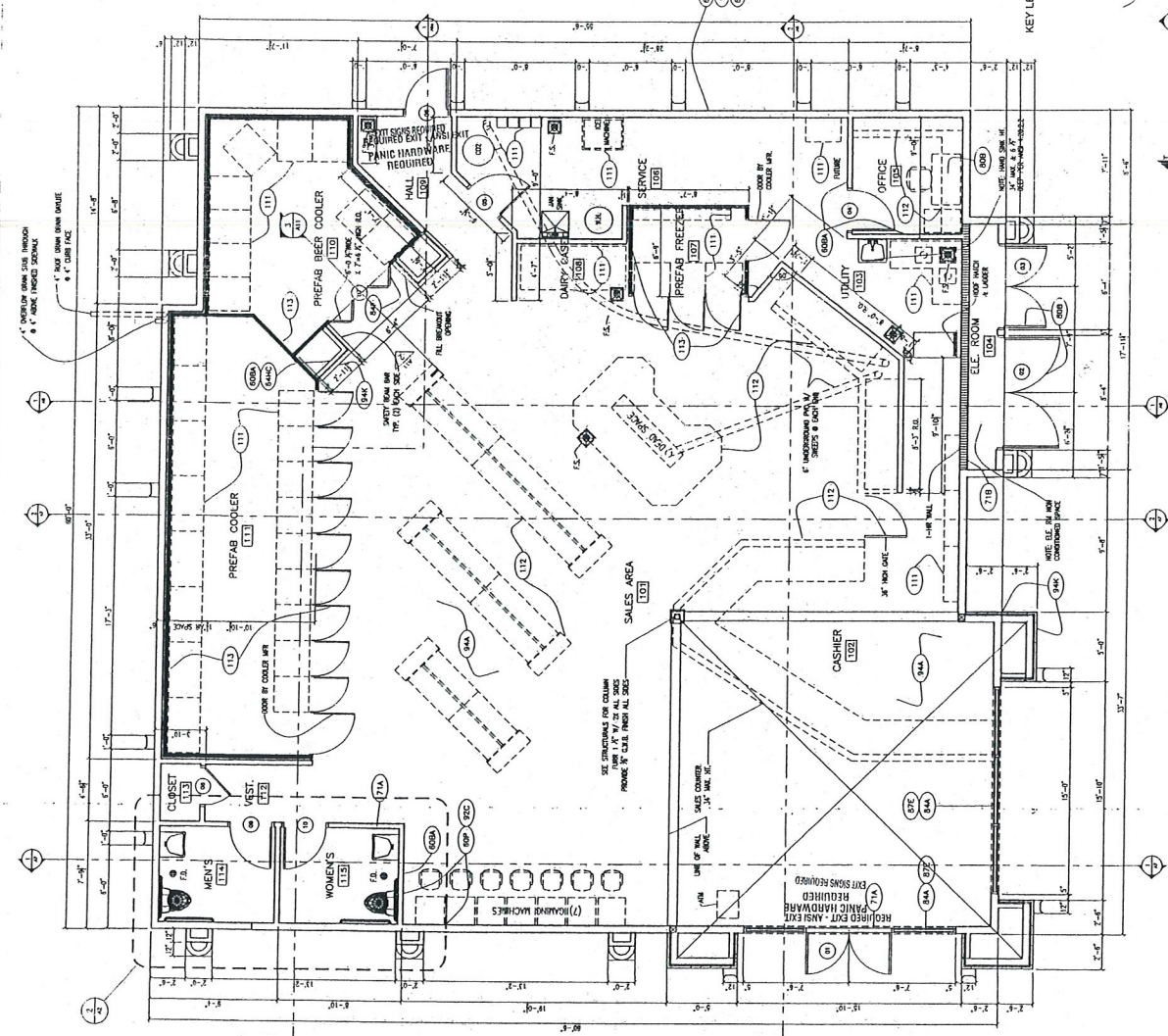
KEY LEGEND



RECEIVED
AUG 24 2011
ROC-42989

1 FLOOR PLAN
1/4" = 1'-0"

2 TOILET PLAN
1/2" = 1'-0"



3 TOILET ELEVATION
1/4" = 1'-0"

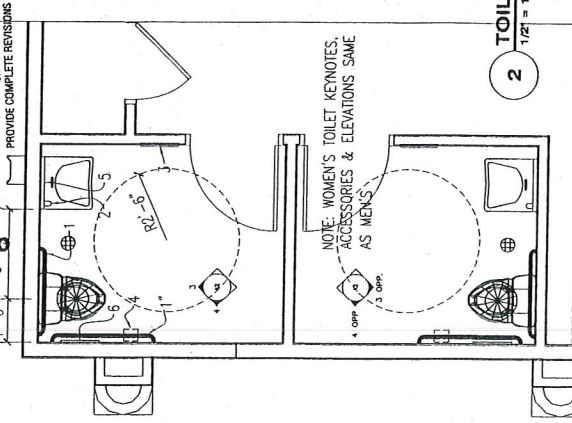
1. PROVIDE 5/8" X 3" GREEN BOARD AT ALL REST ROOMS.
2. SEAL ALL WALL MOUNTED ACCESSORIES AGAINST MOISTURE.
3. ALL WALL MOUNTED FIXTURES TO BE INSTALLED IN ACCORDANCE WITH A.D.A.A.G. REGULATIONS.
4. GRAB BARS TO BE 1 1/4" TO 1 1/2" DIA. SPACED AT 1 1/2" FROM WALL.
5. WATER CLOSETS AT 17" TO 18" TO TOP OF SEAT AND SHALL BE ELONGATED BOWLS WITH OPEN FRONT SEAT FLUSH CONTROLS TO BE MOUNTED ON THE WIDE SIDE OF THE TOILET AREA.
6. PROVIDE "LAV-GUARD" (ADA COMPLIANT) UNDER SINK PIPE PROTECTION WHERE PLUMBING LINES ARE EXPOSED.
7. SINK DEPTHS NOT TO EXCEED 6.5 IN. (ADAAG 4.24.4)

TOILET ROOM ACCESSORIES

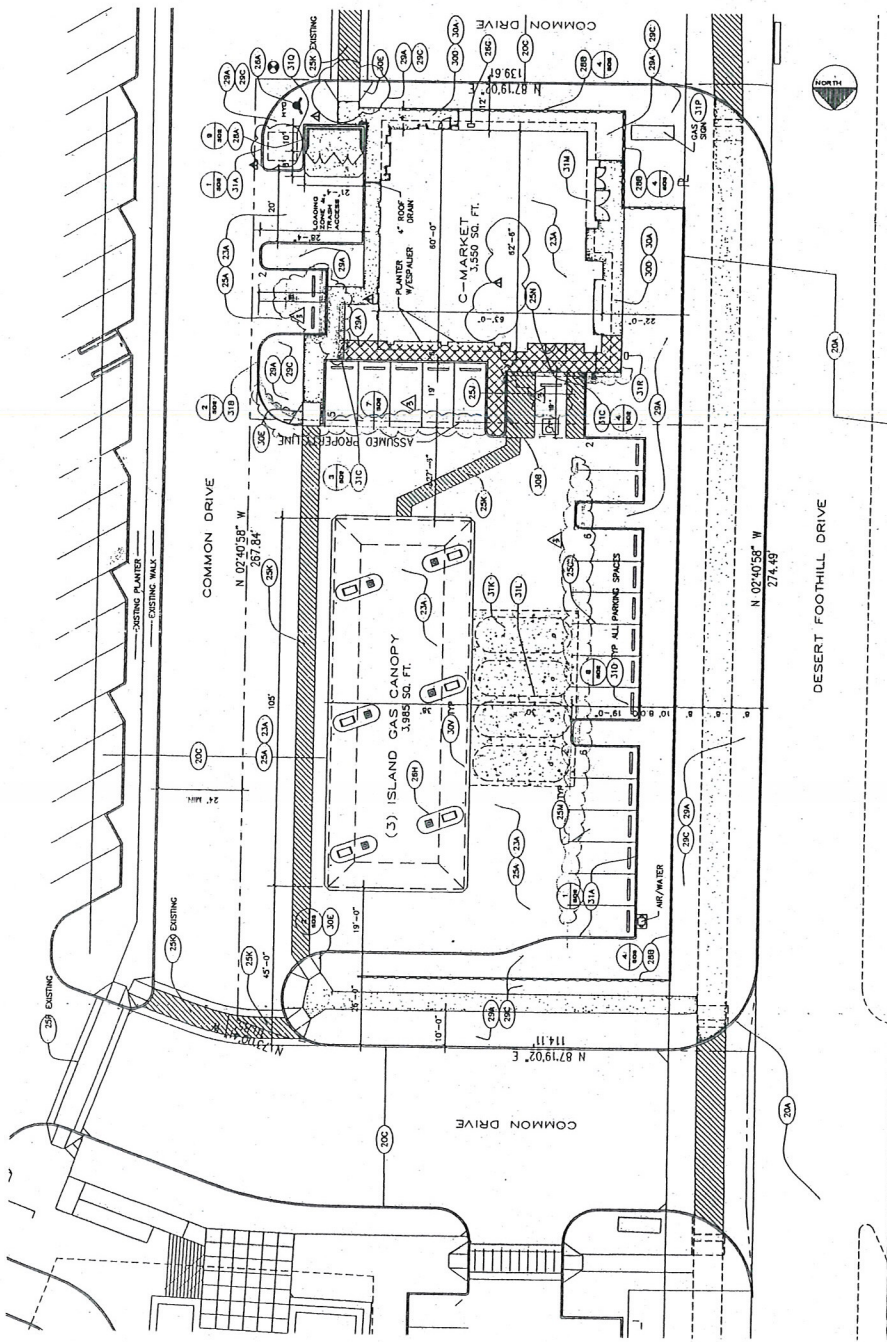
1. GRAB BARS, "BOBBICK" STAINLESS STEEL GRAB BARS WITH CONCEALED MOUNTING, # B-550-318 & # B-550-412.
2. TOWEL DISPENSER, "BOBBICK" # B-2112 SOAP DISPENSER, 40 FLOZ. CAPACITY 3 1/8" WIDE X 4 3/4" HIGH.
3. TOWEL DISPENSER / WASTE RECEPTACLE. INSTALL NEW "BOBBICK" # B-3944 WITH 12 "BOBBICK" SURFACE MOUNTED TOILET TISSUE DISPENSER # 288.
5. MIRROR, INSTALL NEW "BOBBICK" # B-294
6. TOILET SEAT COVER DISPENSER, INSTALL NEW "BOBBICK" # B-301 SEAT COVER DISPENSER, STAINLESS STEEL FINISH.

BUILD AS PER RED LINES AND/OR ATTACHED REVISED DESIGN

PROVIDE COMPLETE REVISIONS



NOTE: WOMEN'S TOILET KEYNOTES, ACCESSORIES & ELEVATIONS SAME AS MEN'S



1 SITE PLAN

1/16" = 1'-0" See sheet SD2 for site keynotes

APPROVED
 08/24/2011
 CITY OF LAS VEGAS
 ATTENTION
 PLANNING DEPARTMENT
 ZONING APPROVAL
 1. Project Name: [illegible]
 2. Project Address: [illegible]
 3. Project Owner: [illegible]
 4. Project Description: [illegible]
 5. Project Location: [illegible]
 6. Project Status: [illegible]
 7. Project Date: [illegible]
 8. Project Contact: [illegible]
 9. Project Phone: [illegible]
 10. Project Email: [illegible]

PARKING ANALYSIS

REQUIRED	1. C-MARKET 3,550 ± f. o 1/250 = 15.0
PROVIDED	1. HANDICAP = 1.0
	2. STANDARD = 21.0
TOTAL:	22.0
OCCUPANT LOAD	= 118

RECEIVED
 AUG 24 2011
 CITY OF LAS VEGAS
 PERMITS

ROC-42989



PLANS APPROVED
 08/24/2011
 CITY OF LAS VEGAS
 PERMITS



ROC-42989 - APPLICANT/OWNER: TERRIBLE HERBST, INC.

1051 DESERT FOOTHILLS DRIVE

09/01/11



091736

April 3, 2007

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
WARD 5 (VACANT)

DOUGLAS A. SELBY
CITY MANAGER

Mr. Tim Herbst
Terrible Herbst Incorporated
5195 Las Vegas Boulevard South
Las Vegas, Nevada 89119

RE: SUP-18910 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MARCH 7, 2007

Dear Mr. Herbst:

The City Council at a regular meeting held March 7, 2007 APPROVED the request for a Special Use Permit FOR A LIQUOR STORE IN CONJUNCTION WITH AN APPROVED CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres on the east side of Desert Foothills Drive approximately 280 feet north of Charleston Boulevard (APN 137-34-818-003), P-C (Planned Community) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on March 8, 2007. This approval is subject to:

Added Condition:

- A. A six-month review shall be conducted at a public hearing of the City Council. Fees, pursuant to adopted City Council Resolution, for noticing of the public hearing shall be paid by the applicant.

Planning and Development

1. All City code requirements applicable to Summerlin and Summerlin Development Standards must be satisfied.
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. Conformance to the Conditions of Approval for Summerlin Site Development Plan Review (CRG-18747).
4. Conformance to the applicable conditions of approval of previous Site Development Plan Reviews, including (CRG-6661), except as amended by other conditions herein.

RECEIVED

AUG 24 2011

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

ROC-42989



Mr. Tim Herbst
SUP-18910 – Page Two
April 3, 2007

5. Conformance to the site plan date stamped 3/2/07 and elevation and landscape plans date stamped 12/22/06.
6. Deleted at City Council
7. Approval of this Special Use Permit does not constitute approval of a liquor license.
8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
9. All City Code requirements and design standards of all City departments must be satisfied.
10. Sales shall be limited to beer, wine and coolers only.
11. The sale of any individual containers less than 22 ounces of beer, wine coolers or screw-cap wine is prohibited. All such product shall remain in their original configuration as shipped by the manufacturer. Further, no repackaging of the containers into groups smaller than the original shipping container size shall be permitted.

Public Works

12. If not already constructed or guaranteed by the Master Developer, construct all incomplete half-street improvements adjacent to this site on Desert Foothills Drive, the full width of the proposed driveways accessing this site and appropriate on-site paving (minimum 24 foot width) to allow for two way circulation adjacent to and through this site concurrent with development of this site.
13. All existing public improvements, if any, adjacent to this site that may be damaged during construction are to be repaired at the owner's expense, prior to occupancy of this site.
14. Driveways shall be designed, located and constructed in accordance with Summerlin Standard Drawing #S-58.
15. All landscaping and private improvements installed with this project shall be situated and maintained as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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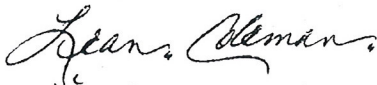
AUG 24 2011

ROC-42989

Mr. Tim Herbst
SUP-18910 – Page Three
April 3, 2007

16. The site development shall comply with all applicable Summerlin Development and Improvement Standards.
17. The site development shall comply with all applicable conditions of approval for Summerlin Village 20 Parcel "A" (Commercial Subdivision) and all other subsequent site-related actions.

Sincerely,



Leán Coleman
Deputy City Clerk II for
Beverly K. Bridges, Acting City Clerk



M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Errol Hill
1614 Maryland Parkway
Las Vegas, Nevada 89104

RECEIVED

AUG 24 2011

ROC-42989



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

March 5, 2009

Mr. Sean Higgins
Terrible Herbst, Inc.
5195 Las Vegas Boulevard, South
Las Vegas, Nevada 89119

RE: RQR-32710 - REQUIRED REVIEW
CITY COUNCIL MEETING OF MARCH 4, 2009

Dear Mr. Higgins:

The City Council at a regular meeting held March 4, 2009 APPROVED the Required Review of an approved Special Use Permit (SUP-18910) FOR A LIQUOR STORE IN CONJUNCTION WITH A CONVENIENCE STORE WITH FUEL PUMPS on 0.91 acres at 1051 Desert Foothill Drive (APN 137-34-818-003), P-C (Planned Community) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on March 5, 2009. This approval is subject to:

Planning and Development

1. Conformance to the conditions of approval for the Special Use Permit (SUP-18910) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

RECEIVED

AUG 24 2011

ROC-42989

Printed with environmentally friendly soy ink.



**TERRIBLE HERBST, INC. /
BERRY-HINCKLEY INDUSTRIES
5195 LAS VEGAS BLVD SOUTH
LAS VEGAS, NV 89119
PH: 702-798-6400
FAX: 702-736-0819**

August 15, 2011

City of Las Vegas
Department of Planning
333 N. Rancho drive
Las Vegas, NV 89106

Re: Special Use Permit

Dear Sir/Madam:

Recently, two of our convenience stores received City of Las Vegas Correction Notices due to an imposed condition on our Special Use Permit that states, "the sale of individual containers of any size beer, wine coolers, or screw cap wine is prohibited." We request that this condition be deleted on our permits so that we **can** continue to sell individual containers of any size beer, wine coolers, or screw cap wine.

We are requesting Special Use Permit changes for the following locations:

Terrible's #310
1051 Desert Foothills Drive
APN# 137-12-410-009
Case #U-0112-00

Terrible's #278
3320 Novat Street
APN # 137-34-818-003
Case #SUP-18910

If you have any questions or concerns regarding this matter, please contact Jennifer De Rosa at (702) 798-6400, ext. 6423.

Sincerely,

Tim Herbst
Vice President

RECEIVED

AUG 24 2011

ROC-42989

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ROC-42995 - REVIEW OF CONDITION - SPECIAL USE PERMIT - PUBLIC HEARING -
APPLICANT: TERRIBLE HERBST, INC. - OWNER: MELAVI, LLC - For possible action on
a request for a Review of Condition of a previously approved Special Use Permit (U-0112-00)
TO DELETE CONDITION #2 THAT STATES, "THE SALE OF INDIVIDUAL
CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE IS
PROHIBITED" at 3320 Novat Street (APN 137-12-410-009), PD (Planned Development) Zone,
Ward 4 (Anthony). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

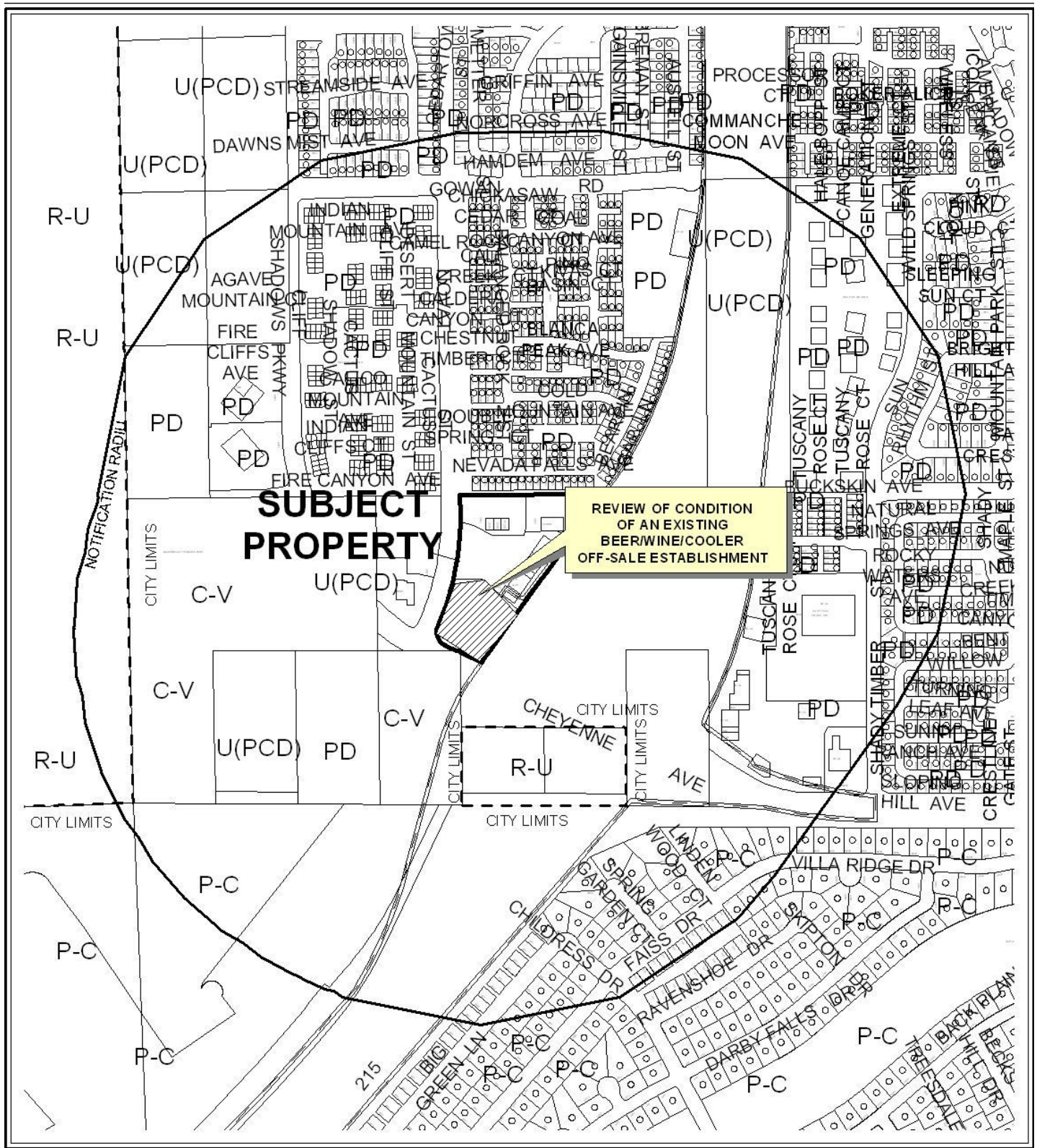
0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for U-0112-00
6. City Council Approval Letter for U-0112-00(1)
7. Justification Letter

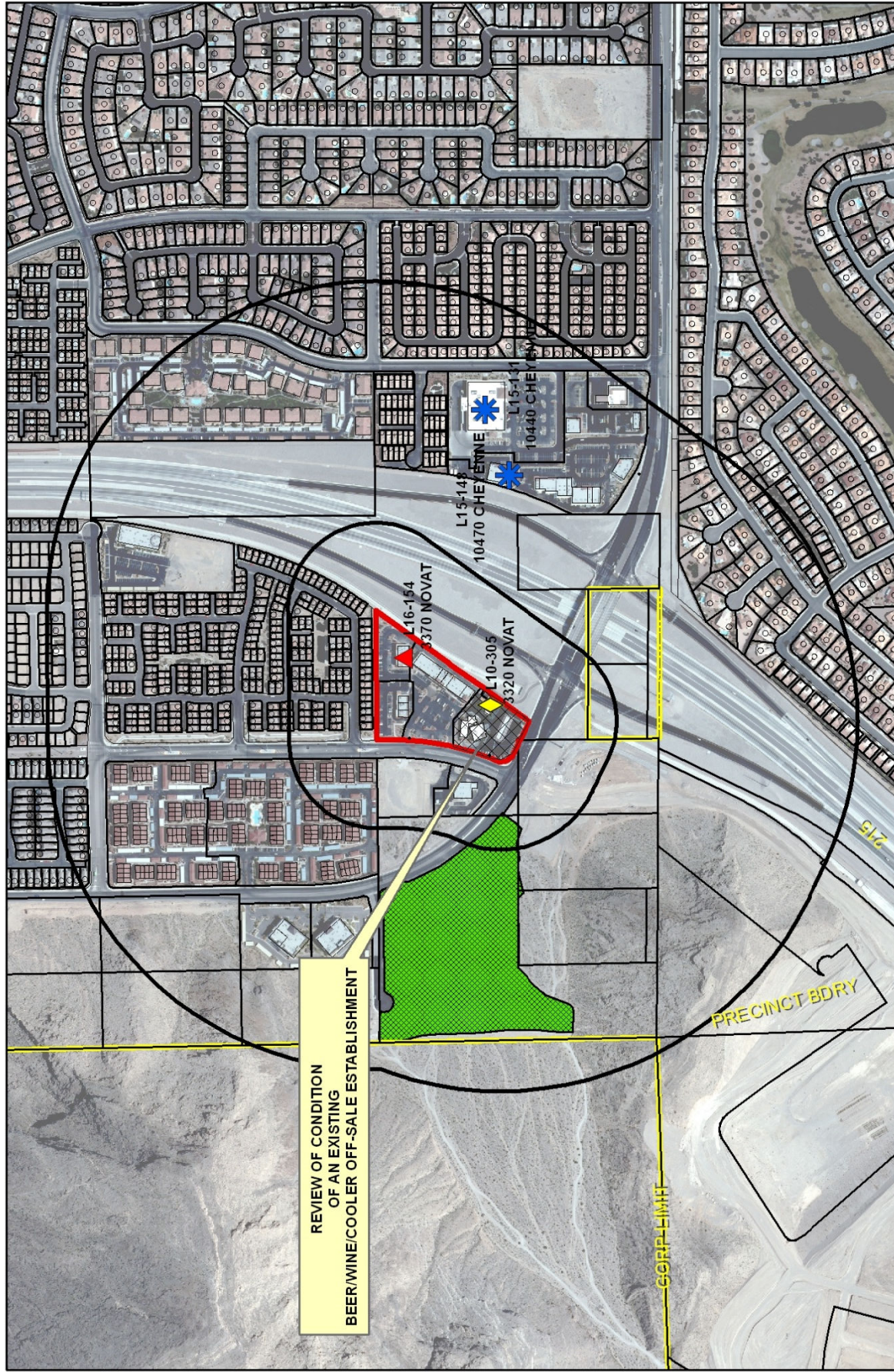


CASE: **ROC-42995**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)





ROC-42995

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 buffers



*City of Las Vegas***AGENDA MEMO - PLANNING**

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT: TERRIBLE HERBST, INC. - OWNER: MELAVI, LLC

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
ROC-42995	Staff recommends APPROVAL, if approved subject to conditions:	None

**** CONDITIONS ****

ROC-42995 CONDITIONS

Planning

1. Delete condition #2 of Special Use Permit (U-0112-00).
2. Conformance to the conditions of approval of the Special Use Permit (U-0112-00) and all other site related actions as required by the Department of Planning and Department of Public Works.

Staff Report Page One
October 5, 2011 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently occupied by a Convenience Store with fuel pumps, Car Wash, and an Auto Repair Garage, Minor at 3320 Novat Street. The applicant is requesting a Review of Condition of a previously approved Special Use Permit (U-0112-00) to delete condition #2 to allow the sale of individual containers of beer, wine coolers and screw cap wine. There is a city park located less than 400 feet to the west and two (2) similar type uses (package liquor sales) within 1,500 feet to the east that both prohibit the sale of individual containers of beer, wine coolers and screw cap wine.

As there have been no negative police calls for service directly related to the business or significant license related issues at the subject site, staff is recommending approval of this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
10/18/00	The City Council approved a request for a Special Use Permit (U-0112-00) for a Liquor Establishment (off-premise consumption) in conjunction with a proposed Convenience Store on the northwest corner of the intersection of Cheyenne Avenue and the Beltway alignment within the Lone Mountain Master Plan. The Planning Commission recommended approval.
07/04/04	The City Council approved a request for an Extension of Time (EOT-4448) of a previously approved Special Use Permit (U-0112-00) for a Liquor Establishment (off-premise consumption) in conjunction with a proposed Convenience Store on property located at the northwest corner of Cliff Shadows Parkway and the beltway alignment. Staff recommended approval.
11/01/06	The City Council approved a request for a Site Development Plan Review (SDR-15956) for a 3,200 square-foot Service Station with a 1,821 square-foot Auto Repair Garage, Minor, and a 3,480 square-foot Car Wash with a waiver of the perimeter landscape standards on 1.7 acres at the northwest corner of Cliff Shadows Parkway and the Clark County 215 Beltway alignment. The Planning Commission and staff recommended approval.
12/06/06	The City Council approved a request for an Extension of Time (EOT-16702) of a previously approved Special Use Permit (U-0112-00) for a Liquor Establishment (off-premise consumption) in conjunction with a proposed Convenience Store on property located at the northwest corner of Cliff Shadows Parkway and the beltway alignment. Staff recommended approval.

Staff Report Page Two
October 5, 2011 - City Council Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
07/20/11	A Code Enforcement case (103950) was processed for excessive window signage and the sale of individual containers of beer, wine coolers and/or screw cap wine at 3330 Novat Street. The case is still open.

<i>Most Recent Change of Ownership</i>	
05/25/11	A deed was recorded for a change in ownership.

<i>Related Building Permits/Business Licenses</i>	
12/10/09	A business license (C05-02673) was issued for Tobacco Sales at 3320 Novat Street. The license is still active.
12/10/09	A business license (L10-00305) was issued for Beer/Wine/Cooler Off-Sale at 3320 Novat Street. The license is still active.
12/10/09	A business license (S05-01117) was issued for a Service Station a 3320 Novat Street. The license is still active.
12/15/09	A business license (C02-00433) was issued for a Car Wash at 3320 Novat Street. The license is still active.
12/15/09	A business license (C15-00381) was issued for a Convenience Store at 3320 Novat Street. The license is still active.
01/08/10	A business license (G02-00885) was issued for an Auto Repair Garage, Minor at 3320 Novat Street. The license is still active.
03/28/11	A business license (C20-02379) was issued for Convention Hall Tax at 3320 Novat Street. The license is still active.
03/28/11	A business license (G01-02377) was issued for Restricted Gaming at 3320 Novat Street. The license is still active.
There are no recent building permits issued for the subject site.	

<i>Pre-Application Meeting</i>	
08/11/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition to delete condition #2 of a previously approved Special Use Permit (U-0112-00) to allow the sale of individual containers of beer, wine coolers and screw cap wine.

<i>Neighborhood Meeting</i>	
A neighborhood meeting was not required, nor was one held.	

Staff Report Page Three
October 5, 2011 - City Council Meeting

Field Check	
09/01/11	Staff conducted a field inspection of the subject site and found the area surrounding the business neat and clean in appearance. Window signage does appear to be exceeding the permitted percentages as outlined in Title 19 of the Unified Development Code.

Details of Application Request	
Site Area	
Gross Acres	1.68

Surrounding Property	Existing Land Use Per Title 19.12	Planned or Special Land Use Designation	Existing Zoning District
Subject Property	Convenience Store with Car Wash	PCD (Planned Community Development)	PD (Planned Development)
North	Shopping Center	PCD (Planned Community Development)	PD (Planned Development)
South	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
	Undeveloped Land	PCD (Planned Community Development)	C-V (Civic)
East	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Financial Institution (Bank)	PCD (Planned Community Development)	PD (Planned Development)

Master Plan Areas	Yes	No	Compliance
Master Plan Area			
Lone Mountain	X		Y
Special Purpose and Overlay Districts	Yes	No	Compliance
Special Purpose and Overlay Districts			
PD (Planned Development) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DS

Staff Report Page Four
October 5, 2011 - City Council Meeting

ANALYSIS

This is a request for a Review of Condition of a previously approved Special Use Permit (U-0112-00) to delete condition #2 that states, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited" at 3320 Novat Street. Since the approval of the Special Use Permit (U-0112-00) in October 2000, there has been no negative police activity directly related to the business, no business licensing issues, but there is an open Code Enforcement case (103950) that was processed on 07/20/11 for excessive window signage and the sale of individual containers of beer, wine coolers, and/or screw cap wine at the subject site. Additionally, there is a city park located to the west within 400 feet and two (2) package liquor establishments located to the east within 1,500 feet that both have restrictions prohibiting the sale of individual containers of beer, wine coolers and/or screw cap wine.

FINDINGS

Though there is a City Park located within 400 feet of the Convenience Store, the protected use was not constructed until 2009, nine years after the Special Use Permit (U-0112-00) was approved by City Council. As there are no negative police calls for service directly related to the business or significant license related issues at the subject site, staff is recommending approval of this request. Conformance to the conditions of approval of the Special Use Permit (U-0112-00) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

14

NOTICES MAILED

798 (By Planning)

APPROVALS

0

PROTESTS

0



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-42995** APN: 137-12-410-009

Name of Property Owner: Melavi, LLC

Name of Applicant: Terrible Herbst, Inc.

Name of Representative: Same as Applicant

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

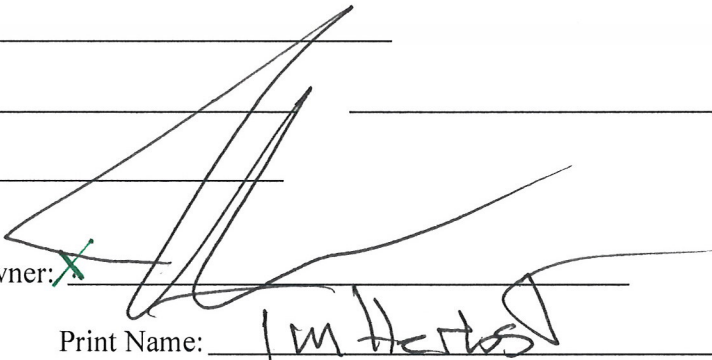
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: 

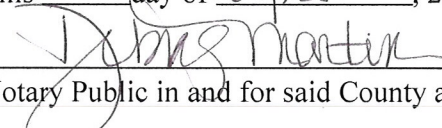
Print Name: IM Herbst

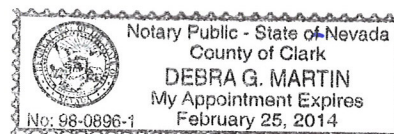
RECEIVED

AUG 24 2011

Subscribed and sworn before me

This 24 day of August, 2011


Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition to delete condition #2 of U-0112-00
Project Address (Location) 3320 Novat Street
Project Name Terrible's #310 Proposed Use N/C proposed
Assessor's Parcel #(s) 137-12-410-009 Ward # 4-Anthony
General Plan: existing PCD proposed N/C Zoning: existing PD proposed N/C
Commercial Square Footage 3,221 sf Floor Area Ratio _____
Gross Acres 1.68 Lots/Units _____ Density _____
Additional Information _____

PROPERTY OWNER Melavi, LLC Contact _____
Address 817 Cinthia Street Phone: _____ Fax: _____
City Beverly Hills State CA Zip 90210-3518
E-mail Address _____

APPLICANT Terrible Herbst, Inc. Contact Jennifer De Rosa
Address 5195 Las Vegas Boulevard South Phone: (702) 798-6400 Fax: (702) 736-0819
City Las Vegas State Nevada Zip 89119
E-mail Address jderosa@terribleherbst.com

REPRESENTATIVE Same as Applicant Contact Bob Laszcik
Address Same Phone: (702) 327-0302 Fax: (702) 736-0819
City _____ State _____ Zip _____
E-mail Address blaszcik@terribleherbst.com

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

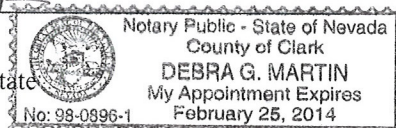
Print Name Tim Herbst

Subscribed and sworn before me

This 24 day of August, 20 11.

[Signature]

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #	<u>ROC-42995</u>
Meeting Date:	<u>10/5/11</u>
Total Fee: *	<u>1,080.-</u>
Date Received: *	<u>8/24/11</u>
Received By:	<u>[Signature]</u>

*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"
 NOTE: SEE SHEET SD-4 FOR SITE DEVELOPMENT KEYNOTES
 RECEIVED
 AUG 24 2014
 ROC-42995
 CITY OF LAS VEGAS

RECEIVED
 AUG 24 2014
 ROC-42995

ACCESSIBILITY REQUIREMENTS
 Compliance with the Americans with Disabilities Act (ADA) and the 2010 ADA Standards for Accessible Design (2010 ADA Standards) is required for all new construction and alterations to existing facilities. The following are some, but not all, of the minimum requirements for accessibility. The designer is responsible for ensuring that all accessible elements and spaces are provided in accordance with the 2010 ADA Standards and any applicable local codes and ordinances.

Van Accessible Parking Spaces
 One van accessible parking space shall be provided for every eight accessible parking spaces, or fraction thereof, starting at the first accessible parking space. Accessible parking spaces shall be located on the same level as the building entrance to which they provide access. Van accessible parking spaces shall be located on the same level as the building entrance to which they provide access.

Accessible Parking Stall Dimensions and Requirements
 ICCANSI A 117.1-1988 with CLV Planning Department Modifications
 Accessible parking spaces shall be located on a surface with a slope not exceeding 1:48 (2%) in all directions.

Signage
 Signs shall be provided for all accessible parking spaces. Accessible parking spaces shall have a sign showing the international symbol of accessibility per ANSI A117.1, 703.1. The sign shall be located in the center of the parking space and shall be visible from the approach.

PARKING RECAP REQUIRED
 1. Chapter 3.205.4.1 @ 1250
 2. Chapter 3.205.4.2 @ 1250
 3. Chapter 3.205.4.3 @ 1250
 4. Chapter 3.205.4.4 @ 1250
 5. Chapter 3.205.4.5 @ 1250
 6. Chapter 3.205.4.6 @ 1250
 7. Chapter 3.205.4.7 @ 1250
 8. Chapter 3.205.4.8 @ 1250
 9. Chapter 3.205.4.9 @ 1250
 10. Chapter 3.205.4.10 @ 1250
 11. Chapter 3.205.4.11 @ 1250
 12. Chapter 3.205.4.12 @ 1250
 13. Chapter 3.205.4.13 @ 1250
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 16. Chapter 3.205.4.16 @ 1250
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 98. Chapter 3.205.4.98 @ 1250
 99. Chapter 3.205.4.99 @ 1250
 100. Chapter 3.205.4.100 @ 1250

SITE PREPARATION AND EARTHWORK
 All site preparation and earthwork shall be in accordance with the recommendations of the geotechnical engineer. The contractor shall inspect the site prior to bidding to become aware of all existing conditions.



ROC-42995 - APPLICANT: TERRIBLE HERBST, INC. - OWNER: MELAVI, LLC
3320 NOVAT STREET

09/01/11



ROC-42995 - APPLICANT: TERRIBLE HERBST, INC. - OWNER: MELAVI, LLC
3320 NOVAT STREET

09/01/11



003215

November 8, 2000

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

Mr. John Ritter
Las Vegas Properties, Limited Liability Company
3320 North Buffalo Drive, Suite #204
Las Vegas, Nevada 89129

RE: U-0112-00 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 18, 2000
RELATED TO Z-0033-97(17) AND Z-0024-99(6)

Dear Mr. Ritter:

The City Council at a regular meeting held October 18, 2000 APPROVED the request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on the northwest corner of the intersection of Cheyenne Avenue and the Beltway alignment within the Lone Mountain Master Plan (APN: 137-12-301-014, 137-12-401-002, 003, 019, 023, and 025), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development). The Notice of Final Action was filed with the Las Vegas City Clerk on October 19, 2000. This approval is subject to:

Planning and Development

1. Approval of this Special Use Permit does not constitute approval of a liquor license.
2. The sale of individual containers of any size beer, wine coolers, or screw cap wine is prohibited.
3. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
4. Conformance to the Conditions of Approval for Site Development Plan Review [Z-0033-97(17) & Z-0024-99(6)].
5. If this Special Use Permit is not exercised within two years after the approval, this Special Use Permit shall be void unless an Extension of Time has been granted.

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

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

68112-012-12/99

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AUG 24 2011

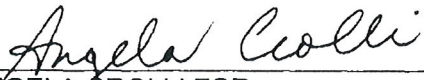
ROC-42995



Mr. John Ritter
U-0112-00 – Page Two
November 8, 2000

6. All City Code requirements and all City departments' design standards shall be met.

Sincerely,


ANGELA CROLLI FOR
BARBARA JO RONEMUS, City Clerk

AR

/ac

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Mr. Calvin Champlin
Quadrant Planning
3320 North Buffalo Dr., Suite #205
Las Vegas, Nevada 89129

Mr. Darrin Badger
Southwest Desert Equities, Limited Liability Company
3320 North Buffalo Drive, Suite #205
Las Vegas, Nevada 89129

RECEIVED

AUG 24 2011

ROC-42995



030582

August 9, 2002

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

ACTING CITY MANAGER
DOUGLAS A. SELBY

Mr. Darrin Badger
National Group #1, Limited Liability Company
3320 North Buffalo Drive, Suite #204
Las Vegas, Nevada 89129

RE: U-0112-00(1) - EXTENSION OF TIME
CITY COUNCIL MEETING OF AUGUST 7, 2002
Related to U-0111-00(1), U-0113-00(1) and Z-0033-97(1)

Dear Mr. Badger:

The City Council at a regular meeting held August 7, 2002 APPROVED the request for an Extension of Time of a Special Use Permit (U-0112-00) FOR A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on the northwest corner of Cheyenne Avenue and the Beltway alignment (APN: 137-12-301-014, 137-12-401-003, 019, 023, 025, 027, and 032), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development). The Notice of Final Action was filed with the Las Vegas City Clerk on August 8, 2002. This approval is subject to:

1. Conformance to all Minimum Requirements under Title 19A.04.050 for Off-Premise Liquor Establishment use.
2. Conformance to all applicable Conditions of Approval of Special Use Permit (U-0112-00) and Site Development Plan Review [Z-0033-97(17) & Z-0024-99(6)] as required by the Planning and Development Department and the Department of Public Works.
3. This Extension of Time shall expire two years from the date of final approval, unless the Special Use Permit is exercised or an Extension of Time is granted by the City Council.
4. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

LINDA OWENS
DEPUTY CITY CLERK II for
BARBARA JO RONEUMUS, CITY CLERK
cc: See Attached List

RECEIVED

AUG 24 2011

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

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/02

ROC-42995



Mr. Darrin Badger
U-0112-00(1) – Page Two
August 9, 2002

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Calvin Champlin
Quadrant Planning
3320 North Buffalo Drive, Suite #205
Las Vegas, Nevada 89129

Mr. Darrin Badger
Southwest Desert Equities, Limited Liability Company
3320 North Buffalo Drive, Suite #204
Las Vegas, Nevada 89129

RECEIVED

AUG 24 2011

ROC-42995



**TERRIBLE HERBST, INC. /
BERRY-HINCKLEY INDUSTRIES
5195 LAS VEGAS BLVD SOUTH
LAS VEGAS, NV 89119
PH: 702-798-6400
FAX: 702-736-0819**

August 15, 2011

City of Las Vegas
Department of Planning
333 N. Rancho drive
Las Vegas, NV 89106

Re: Special Use Permit

Dear Sir/Madam:

Recently, two of our convenience stores received City of Las Vegas Correction Notices due to an imposed condition on our Special Use Permit that states, "the sale of individual containers of any size beer, wine coolers, or screw cap wine is prohibited." We request that this condition be deleted on our permits so that we **can** continue to sell individual containers of any size beer, wine coolers, or screw cap wine.

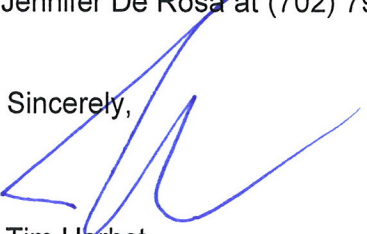
We are requesting Special Use Permit changes for the following locations:

Terrible's #310
1051 Desert Foothills Drive
APN# 137-12-410-009
Case #U-0112-00

Terrible's #278
3320 Novat Street
APN # 137-34-818-003
Case #SUP-18910

If you have any questions or concerns regarding this matter, please contact Jennifer De Rosa at (702) 798-6400, ext. 6423.

Sincerely,


Tim Herbst
Vice President

RECEIVED

AWG-24-2011

ROC-42995

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

ROC-43006 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: NAKATA MARKET OF JAPAN - OWNER: OMNINET SAHARA CRAIG, LP - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-1700) TO DELETE CONDITION #5 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 CONFIGURATION AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 2350 South Rainbow Boulevard, Suites 6 & 7 (APN 163-02-415-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

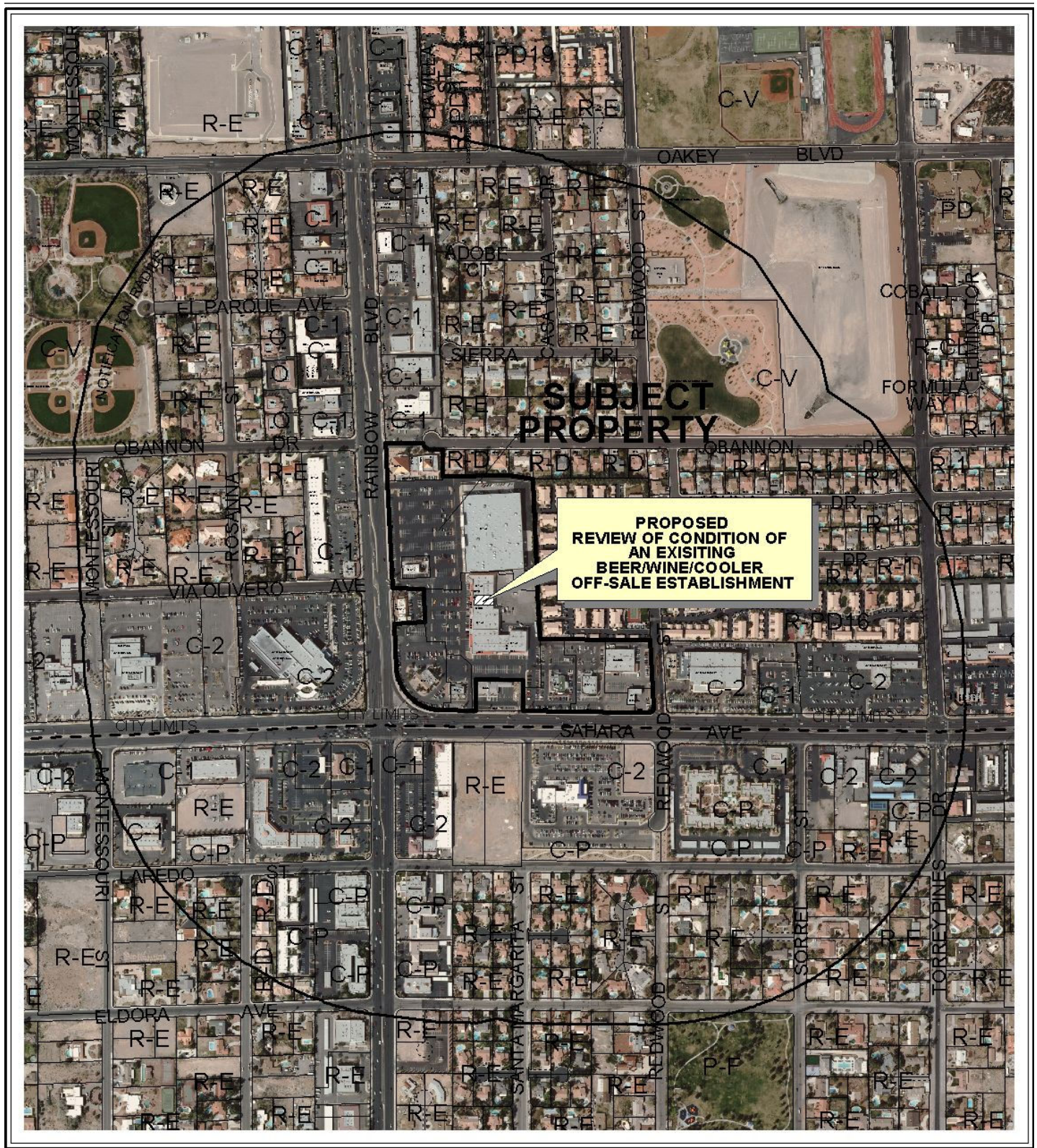
BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter for SUP-1700
6. Justification Letter



ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [GPA (GPA Designation) GENERAL PLAN





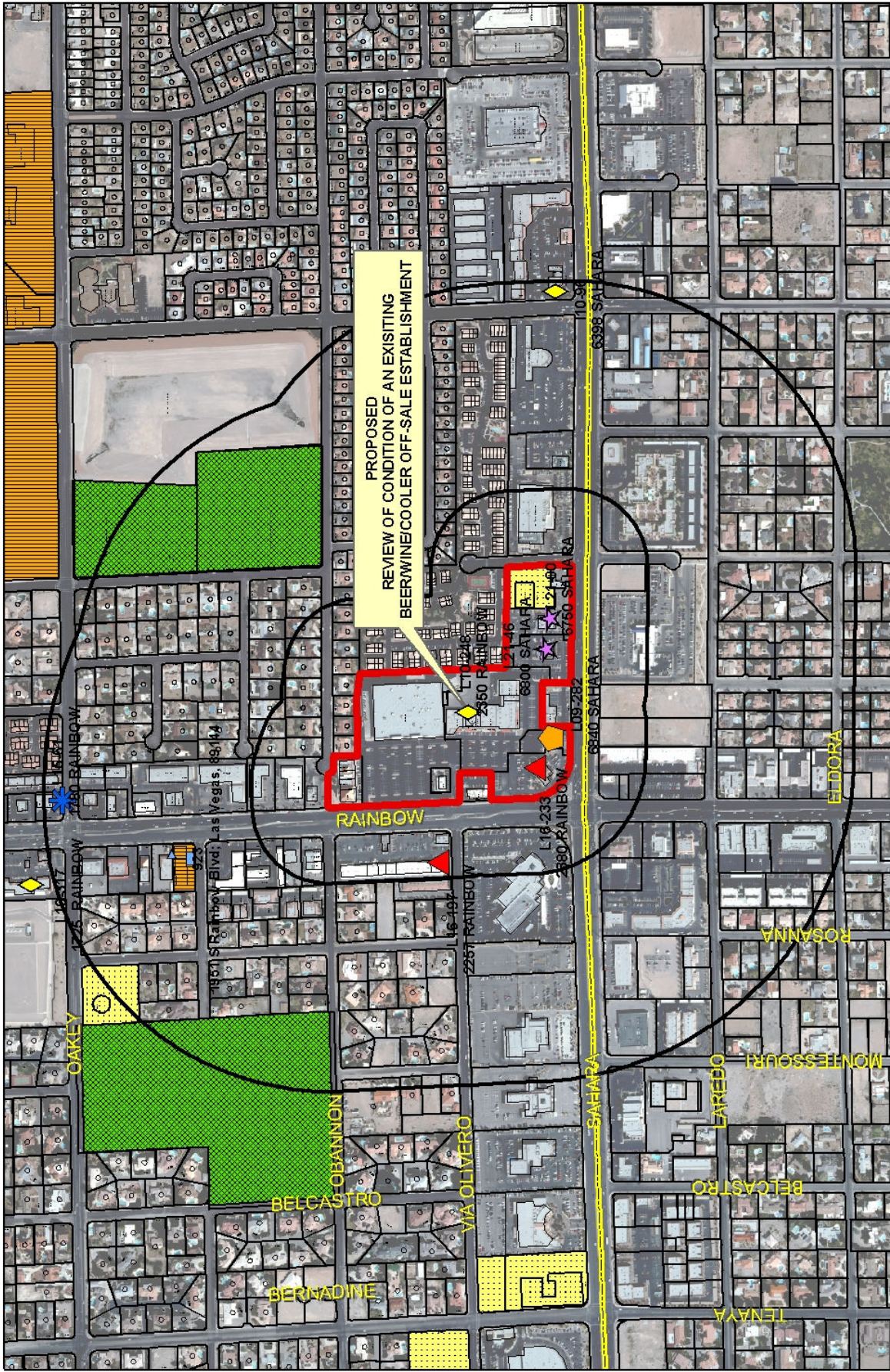
CASE: **ROC-43006**

RADIUS: 1500 ft

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [GPA (GPA Designation) GENERAL PLAN

0 300 600 Feet





ROC-43006

Business Licenses

-  Child Care/
Children Facility
-  Beer/Wine/Cooler
On Sale
-  Beer/Wine/Cooler
On-Off Sale
-  Supper Club/
Restaurant Service Bar
-  Tavern
-  Beer/Wine/Cooler
Off Sales
-  Package Liquor
Sales
-  RELIGIOUS
-  CITY PARKS
-  SCHOOLS
-  Subject Property
-  400 & 1500
foot buffer



*City of Las Vegas***AGENDA MEMO - PLANNING**

CITY COUNCIL MEETING DATE: OCTOBER 5, 2011

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT: NAKATA MARKET OF JAPAN - OWNER:
OMNINET SAHARA CRAIG, LP

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
ROC-43006	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

ROC-43006 CONDITIONS

Planning

1. Delete condition #5 of Special Use Permit (SUP-1700).
2. Conformance to the conditions of approval of the Special Use Permit (SUP-1700) and all other site related actions as required by the Department of Planning and Department of Public Works.

Staff Report Page One
October 5, 2011 - City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The subject site is currently occupied by a Convenience Store with beer/wine/cooler off-sale permitted at 2350 South Rainbow Boulevard, Suites 6 and 7. The applicant is requesting that condition #5 of the previously approved Special Use Permit (SUP-1700) be deleted to allow the sale of individual containers of any size beer, wine coolers or specifically Sake, which is bottled and shipped directly from Japan and only comes in a screw cap bottle, regardless of the size or brand. There are two similar types of uses (beer/wine/cooler off-sale and a package liquor store) within 1,500 feet of the subject site, both of which do not have any restrictions on the sale of individual containers. Additionally there is a church/religious facility within 400 feet of the subject site. As there have not been any problems cited by the Metropolitan Police Department or business licensing issues at the site, staff is recommending approval of this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
05/07/03	The City Council approved a request for a Special Use Permit (SUP-1700) for the sale of beer and wine for off-premise consumption in conjunction with an existing market at 2350 South Rainbow Boulevard, Suite 6. The Planning Commission and staff recommended approval.

<i>Most Recent Change of Ownership</i>	
04/15/11	A deed was recorded for a change in ownership.

<i>Related Building Permits/Business Licenses</i>	
07/29/09	A business license (C15-00302) was issued for a Convenience Store at 2350 South Rainbow Boulevard, Suites 6&7. The license is still active.
07/29/09	A business license (L10-00248) was issued for Beer/Wine/Cooler Off-Sale at 2350 South Rainbow Boulevard, Suites 6&7. The license is still active.
There have not been any recent building permits issued for the subject site.	

<i>Pre-Application Meeting</i>	
08/11/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition to delete conditions #5 of the previously approval Special Use Permit (SUP-1700) at 2350 South Rainbow Boulevard, Suites 6 &7.

Staff Report Page Two
October 5, 2011 - City Council Meeting

<i>Neighborhood Meeting</i>
A neighborhood meeting was not required, nor was one held.

<i>Field Check</i>	
09/01/11	Staff conducted a field inspection of the subject site and found the area surrounding the business clean and neat in appearance with no discrepancies noted.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	5.44

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
South	Restaurant, Financial Institution	SC (Service Commercial)	C-1 (Limited Commercial)
East	Apartments	M (Medium Density Residential)	R-PD16 (Residential Planned Development- 16 Units per Acre)
West	Restaurants	SC (Service Commercial)	C-1 (Limited Commercial)

<i>Master Plan Areas</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Master Plan Area		X	N/A
<i>Special Purpose and Overlay Districts</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
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

**Staff Report Page Three
October 5, 2011 - City Council Meeting**

ANALYSIS

The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-1700) to delete condition #5 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 configuration as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted" at 2350 South Rainbow Boulevard, Suites 6 and 7. There are two similar types of uses (beer/wine/cooler off-sale and a package liquor store) within 1,500 feet of the subject site, both of which do not have any restrictions on the sale of individual containers. Additionally there is a church/religious facility within 400 feet of the subject site. There has not been any negative police activity nor are there any open business licensing issues for the Convenience Store.

FINDINGS

The applicant is requesting the deletion of condition #5 of the Special Use Permit (SUP-1700) specifically, to allow the sale of Sake, which is bottled and shipped directly from Japan and only comes in a screw cap bottle, regardless of the size or brand. Though there is a church/religious facility located within 400 feet of the store, the protected use was there prior to the approval of the Special Use Permit in 2003. As there have not been any problems cited by the Metropolitan Police Department or business licensing issues at the subject site, staff is recommending approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

NOTICES MAILED

465 (By Planning)

APPROVALS

0

PROTESTS

0



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

ROC-43006

Case Number:

APN:

163-02-415-015

Name of Property Owner:

Omninet Sahana Craig, LP

Name of Applicant:

Nakata Market of Japan

Name of Representative:

Tammy Montross

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: Andrea Costantini, Manager

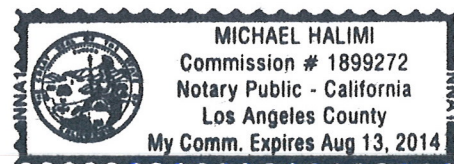
Subscribed and sworn before me

This 16th day of August, 2011

Notary Public in and for said County and State

Michael Halimi
Los Angeles, California

Revised 11-14-06



Application Packet Statement of Financial Interest.pdf

RECEIVED
AUG 25 2011



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REVIEW OF CONDITIONS SUP-1700
 Project Address (Location): 2350 S. Rainbow Boulevard, Suites 6 & 7
 Project Name: Nakata Market of Japan Proposed Use: _____
 Assessor's Parcel #(s): 163-02-415-015 Ward #: 1-Tarkanian
 General Plan: existing SC proposed N/C Zoning: existing C-1 proposed N/C
 Commercial Square Footage: _____ Floor Area Ratio: _____
 Gross Acres: 5.44 Lots/Units: _____ Density: _____
 Additional Information: _____

PROPERTY OWNER Omninet Sahara Craig LP Contact Andrea Costantini
 Address 9420 Wilshire Blvd, Ste 400 Phone: 300-4104 Fax: 300-4101
 City Beverly Hills State CA Zip 90212
 E-mail Address andrea@omninet.com

APPLICANT Nakata Market of Japan Contact Kumiko Nakata
 Address 2350 S. Rainbow Blvd., #6 & 7 Phone: 257-1414 Fax: 257-1418
 City Las Vegas State NV Zip 89146
 E-mail Address: _____

REPRESENTATIVE _____ Contact Tammy Montross
 Address 2900 El Camino Ave, #222 Phone: 725-513-6915 Fax: _____
 City Las Vegas State NV Zip 89102
 E-mail Address tammymontross@yahoo.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 Andrea Costantini

Subscribed and sworn before me

This 1 day of AUGUST, 20 11

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>ROC-43006</u>
Meeting Date:	<u>10/5/11 CC</u>
Total Fee:	<u>\$1,080</u>
Date Received:*	<u>8/25/11</u>
Received By:	<u>[Signature]</u>

*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.

City of Las Vegas Department of Planning Form 406

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 1, 2011

Date

before me, Michael Halimi

Here Insert Name and Title of the Officer

personally appeared

Andrea Costantini

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

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.

Description of Attached Document

Title or Type of Document:

Department of Planning

Document Date:

Number of Pages:

1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RECEIVED
AUG 25 2011



ROC-43006 - APPLICANT: NAKATA MARKET OF JAPAN - OWNER: OMNINET SAHARA CRAIG, LP
2350 SOUTH RAINBOW BOULEVARD, SUITES 6 & 7

09/01/11



May 9, 2003

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

Ms. Kammy Bridge
Sahara Rainbow, Limited Liability Company
The Management Team
P.O. Box 33118
Las Vegas, Nevada 89133

RE: SUP-1700 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 7, 2003

Dear Ms. Bridge:

The City Council at a regular meeting held May 7, 2003 APPROVED the request for a Special Use Permit FOR THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH AN EXISTING MARKET (NAKATA MARKET OF JAPAN) at 2350 South Rainbow Boulevard, Suite 6 (APN: 163-02-415-015), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 8, 2003. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for Liquor Establishment (Off-Premise Consumption) use.
2. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.
3. All City Code requirements and design standards of all City departments must be satisfied.
4. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

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

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

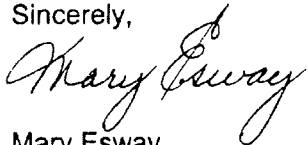
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ROC-43006

Ms. Kammy Bridges
SUP-1700 – Page Two

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

Sincerely,



Mary Esway
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Ms. Danielle Sato
Nakata Market of Japan
2350 South Rainbow Boulevard, Suite #6
Las Vegas, Nevada 89129

Koji Nakata
Nakata Market of Japan
2350 S. Rainbow Blvd, Suite #6
Las Vegas, Nevada 89129

ROC-43006

Nakata Market of Japan

2350 S. Rainbow Blvd., #7, Las Vegas, NV 89146

Phone: 702-257-1414 Fax: 702-257-1418 Email: nakatamarket@cox.net

August 3, 2011

City of Las Vegas Department of Planning
333 N. Rancho Drive
Las Vegas, NV

Re: Justification Letter

Review of Conditions SUP-1700

2350 S. Rainbow Blvd, Suites #6 & 7

To Whom It May Concern,

Nakata Market of Japan is a specialty store that sells imported merchandise from Japan and has been in business at the above location since December 2002 and selling beer, wine and Sake since May of 2003. On December 2, 2010 the market received an inspection and it was brought to our attention that we were in violation of LVMC 19.04 Special Use Permit number SUP-1700 #5. Corrections were made that could be made to be in compliance. Our request for a ***Review of Conditions*** is due to the fact that our main alcohol source of revenue is Sake, which is bottled and shipped directly from Japan and only comes in a screw cap bottle, regardless of the size of bottle or brand. We have checked with our vendors and there is no other bottle option for sale of Sake in the United States. Nakata Market of Japan would like to request the removal of Condition #5 from Special Use Permit #SUP-1700, issued on May 9, 2003.

The economic situation has affected this business very much. The devaluation of the Dollar against the Yen has increased product pricing from Japan almost fifty (50%) on our merchandise. The sale of Sake is a large percentage of our income. If we can no longer sell Sake, due to the prohibition of the screw cap, then we would probably not be able to remain in business and our nine employees would lose their jobs. There have been no incidences on or around this property in the seven years that we have been selling alcohol Monday through Saturday from 10:00 am to 7:00 pm and Sundays from 10:00 am to 6:00pm. We have maintained a clean record with both the City of Las Vegas and the State of Nevada Alcoholic Beverage Business Licenses.

We thank you in advance for taking this matter under consideration!

Sincerely,



Kumiko Nakata, President of Nakata Market of Japan

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ROC-43006

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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: OCTOBER 5, 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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 5, 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

