City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STAVROS S. ANTHONY, MAYOR PRO TEM (Ward 4)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), BOB COFFIN (Ward 3)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

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 THE ORDER PRESENTED; 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. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. 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)

18. For possible action to approve the Amended and Restated Community Charter for Symphony Park to adopt certain changes related to the management of common areas and related to the construction and management of parks within Symphony Park, the master planned mixed-use community, generally located at Symphony Park Avenue and South Grand Central Parkway - Ward 5 (Barlow)

19. For possible action to approve the Declaration of Special Land Use Restrictions (DSLURS) on Parcels M1 and M2 located in Symphony Park at Promenade Place and Symphony Park Avenue ($1,500,000 - Capital Projects Fund) - Ward 5 (Barlow)

20. For possible action to approve a Design Initiation Agreement between City Parkway V, Inc. and Nevada Power Company, d/b/a NV Energy to allow NV Energy to prepare a final and binding design for electric facilities within Symphony Park generally located at Symphony Park Avenue and South Grand Central Parkway ($192,040 – Capital Project Fund) - Ward 5 (Barlow)

BUILDING AND SAFETY - CONSENT

21. 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)

22. 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)

23. 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

24. 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

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

FINANCE - PURCHASING & CONTRACTS CONSENT

26. 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)

27. 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)

28. 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)

29. 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

30. 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)

31. 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

32. 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

33. 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

34. 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)

35. 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

36. 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)

37. 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)

38. 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)

39. 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)

40. 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)

41. 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)

42. 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)

43. 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)

44. 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)

45. 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)

46. 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

47. 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)

48. 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)

49. 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

50. 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)

51. 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

52. 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)

53. 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

RESOLUTIONS - CONSENT

54. R-42-2011 - For possible action to approve a Resolution in support of a joint proposal by the City of Las Vegas and the City of North Las Vegas to Host the 2013 Conference of the Nevada League of Cities and Municipalities - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

55. Public hearing for possible action to accept the tentative agreement made by the International Association of Fire Fighters (IAFF) - Local 1285 regarding a new or modified Collective Bargaining Agreement or similar agreement between the City of Las Vegas as the local government employer and the IAFF as the employee organization ($4,050,000 reduction - General Fund)

RESOLUTIONS - DISCUSSION

56. R-43-2011 - 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

57. 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

58. 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

NEW BILLS

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

59. Bill No. 2011-36 – Updates Chapter 6.02 of the Municipal Code relating to business licensing generally. Proposed by: Flinn Fagg, Director of Planning

60. Bill No. 2011-37 – Amends the business licensing provisions to adjust the regulatory and fee provisions that apply to certain professional businesses and employees of such businesses. Proposed by: Flinn Fagg, Director of Planning

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

62. 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

63. 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)

64. 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)

65. 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)

66. 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)

67. 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.

68. 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.

69. 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.

70. 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

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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

81. 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

82. 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

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

****

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

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

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

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

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

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

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

SUBJECT:
INVOCATION – REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH

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

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

SUBJECT:
PLEDGE OF ALLEGIANCE

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

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

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

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

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

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL FIRE PREVENTION WEEK

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

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

City of Las Vegas

Agenda Item No.: **10.**

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

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

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

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

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

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

_____

Date: 9-19-11

LICENSEE

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

By: _____
James A. McKellar, Jr. Manager

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
	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 **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.	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.

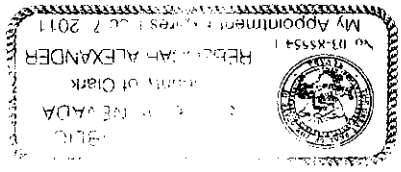
James A. McKellar Jr.

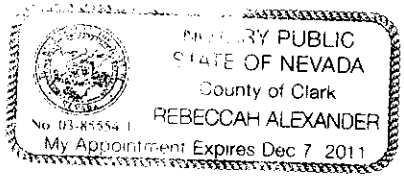
September 14, 2011
Date

Subscribed and sworn to before me this _____ day of

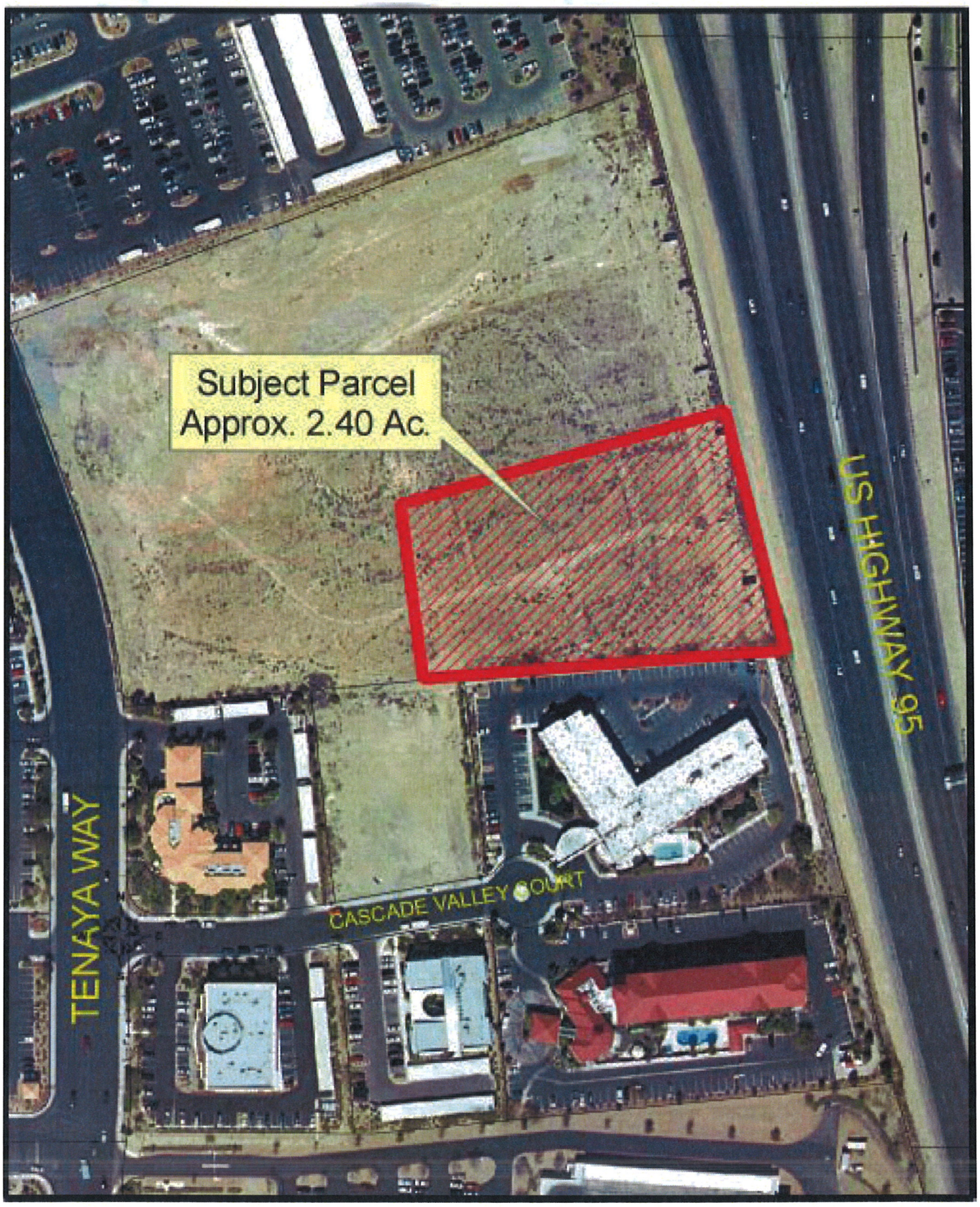
September 14, 2011.

Notary Public





Site Map


Subject Parcel
Approx. 2.40 Ac.
US HIGHWAY 95
TENAYA WAY
CASCADE VALLEY COURT

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

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.

APN: 139-33-610-027

GRANTOR: City Parkway V

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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: 139-33-610-027

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, 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

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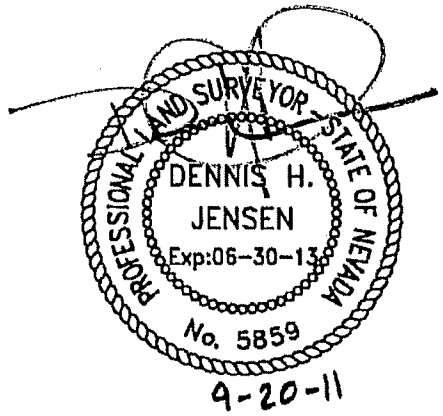
ALSO BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 98.00 FEET, THROUGH A CENTRAL ANGLE OF 18°11'16", AN ARC LENGTH OF 31.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING ALONG 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°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.



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DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

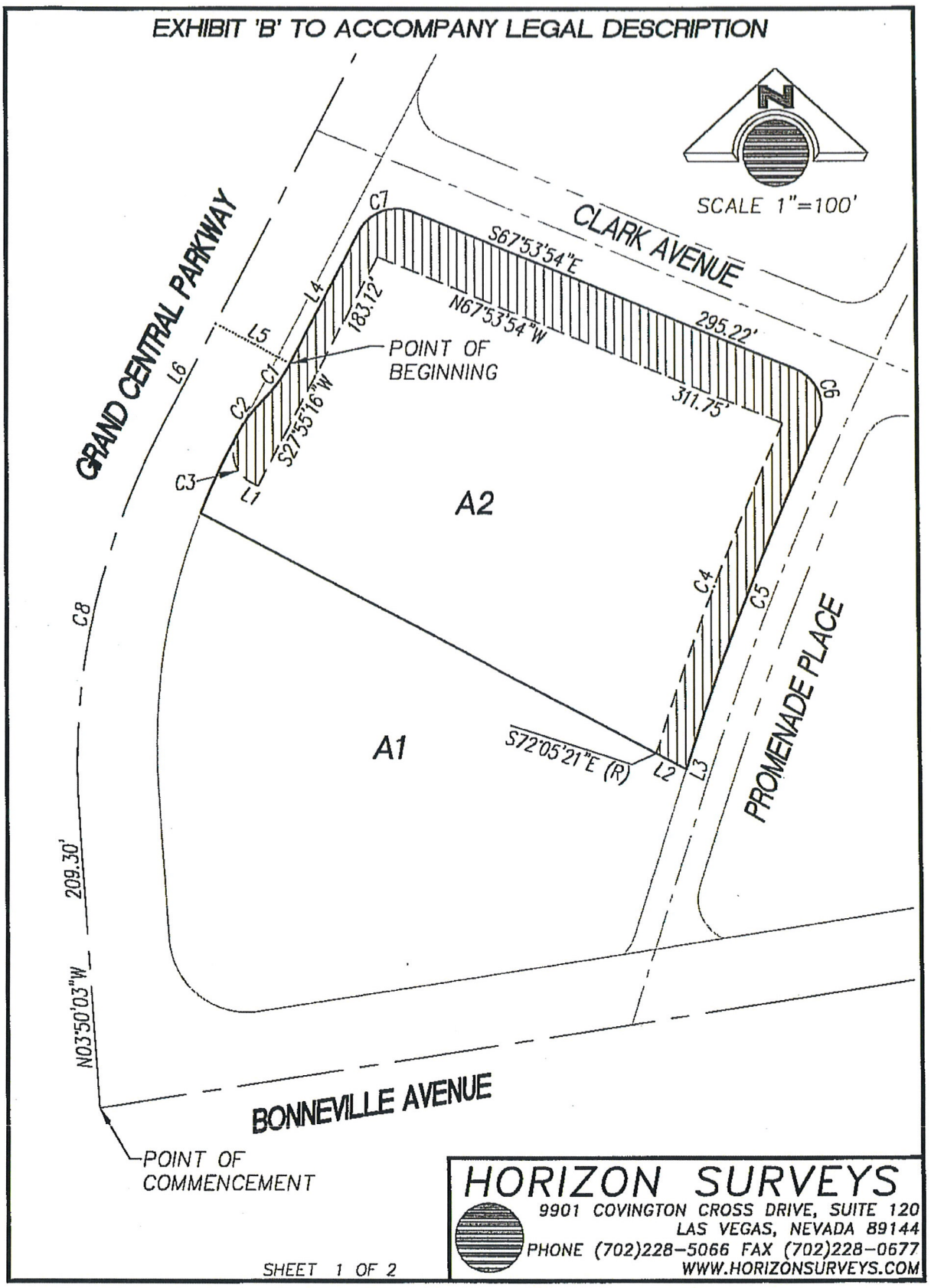

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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

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LAS VEGAS, NEVADA 89144
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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 9/20/11

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: 139-33-610-025

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

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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

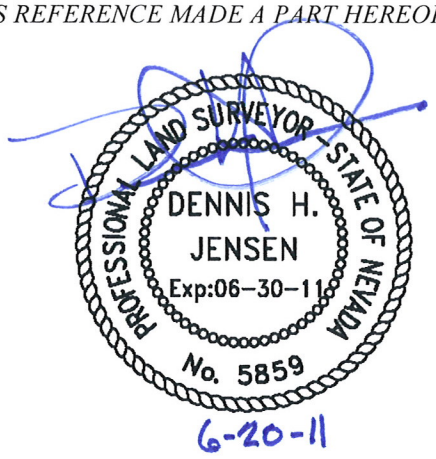

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

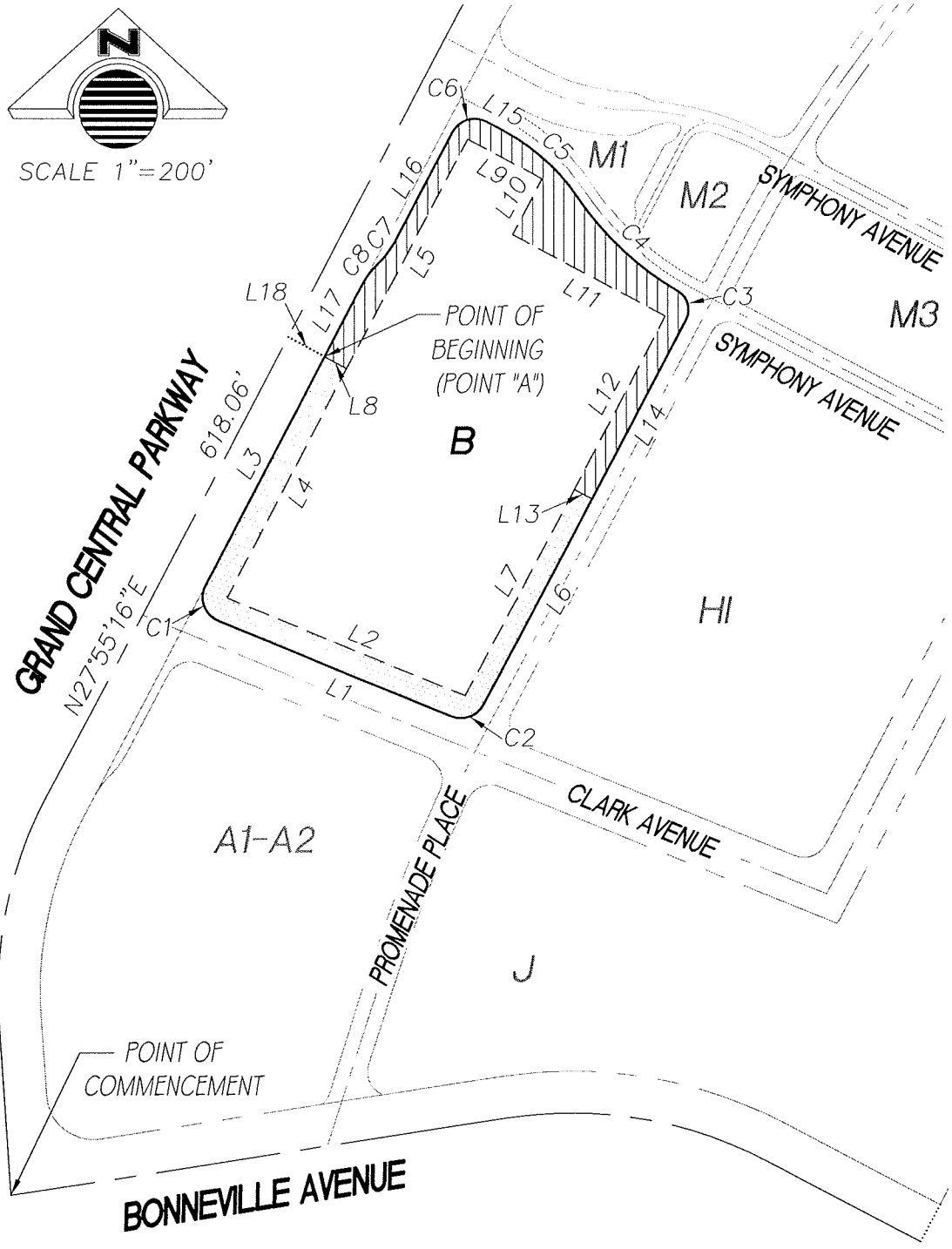

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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

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

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"*

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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°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°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°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°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°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°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°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°07'10", AN ARC LENGTH OF 105.22 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 62°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°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°39'36', AN ARC LENGTH OF 146.56 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°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°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", AND AN ARC LENGTH OF 32.39 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 48°37'30" EAST, 54.89 FEET TO THE ***POINT OF BEGINNING.***

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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

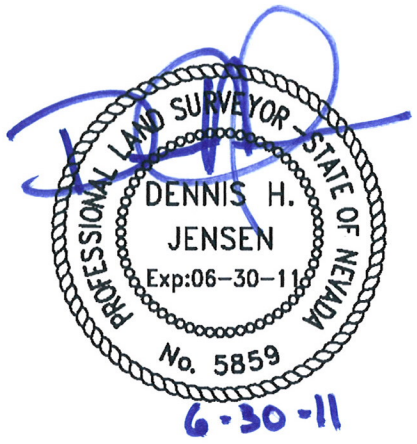

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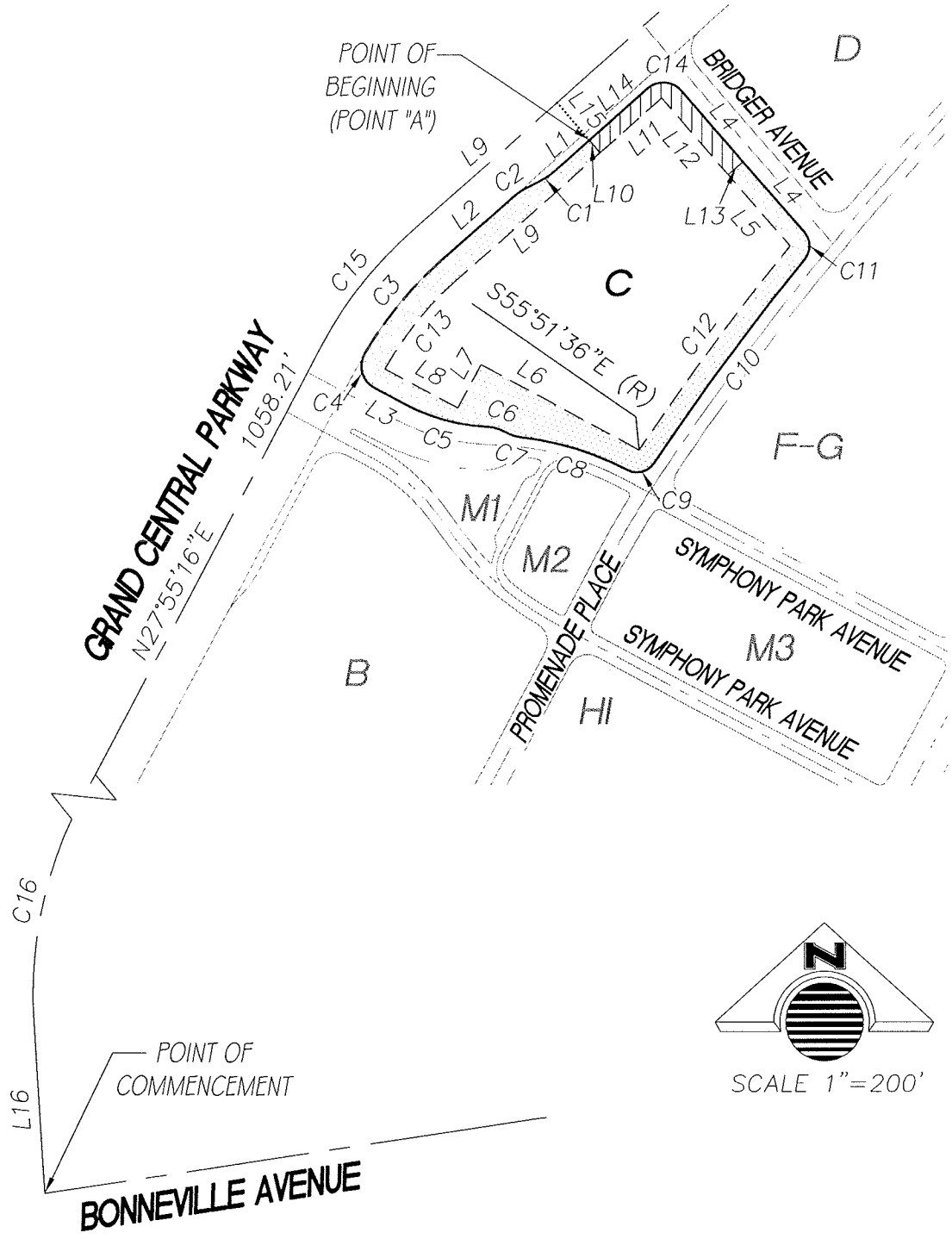
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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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

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

---

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: 139-34-110-008

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 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,

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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

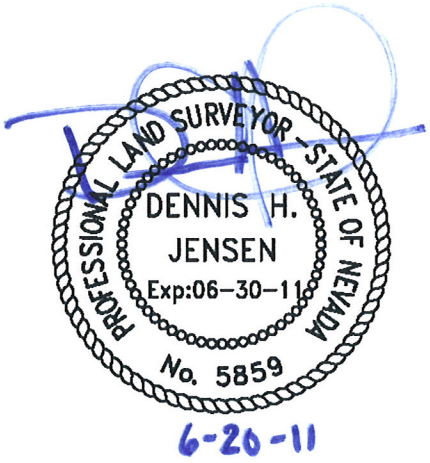

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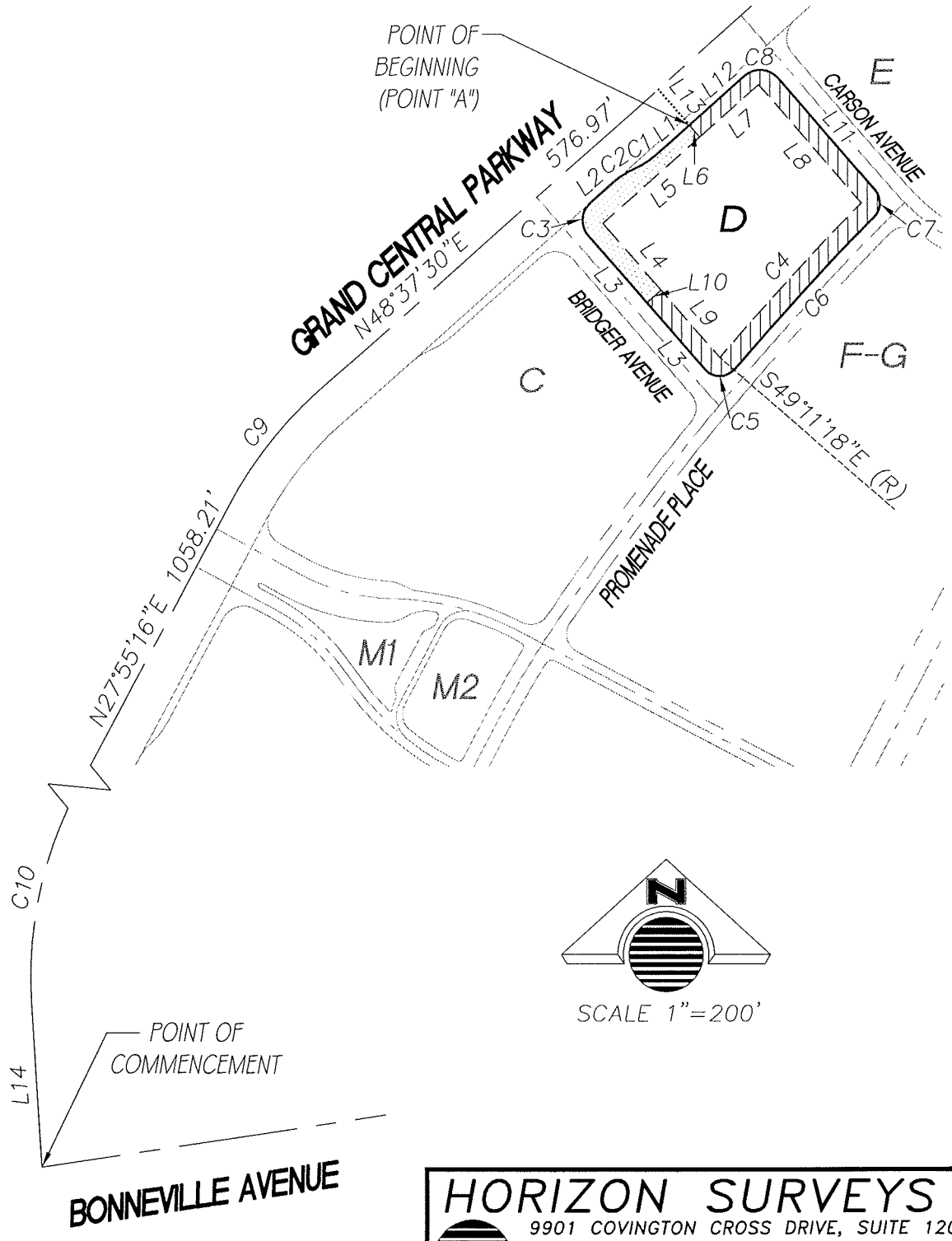
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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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

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

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

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;*

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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.***

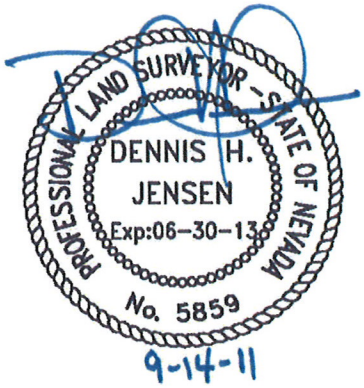
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

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

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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

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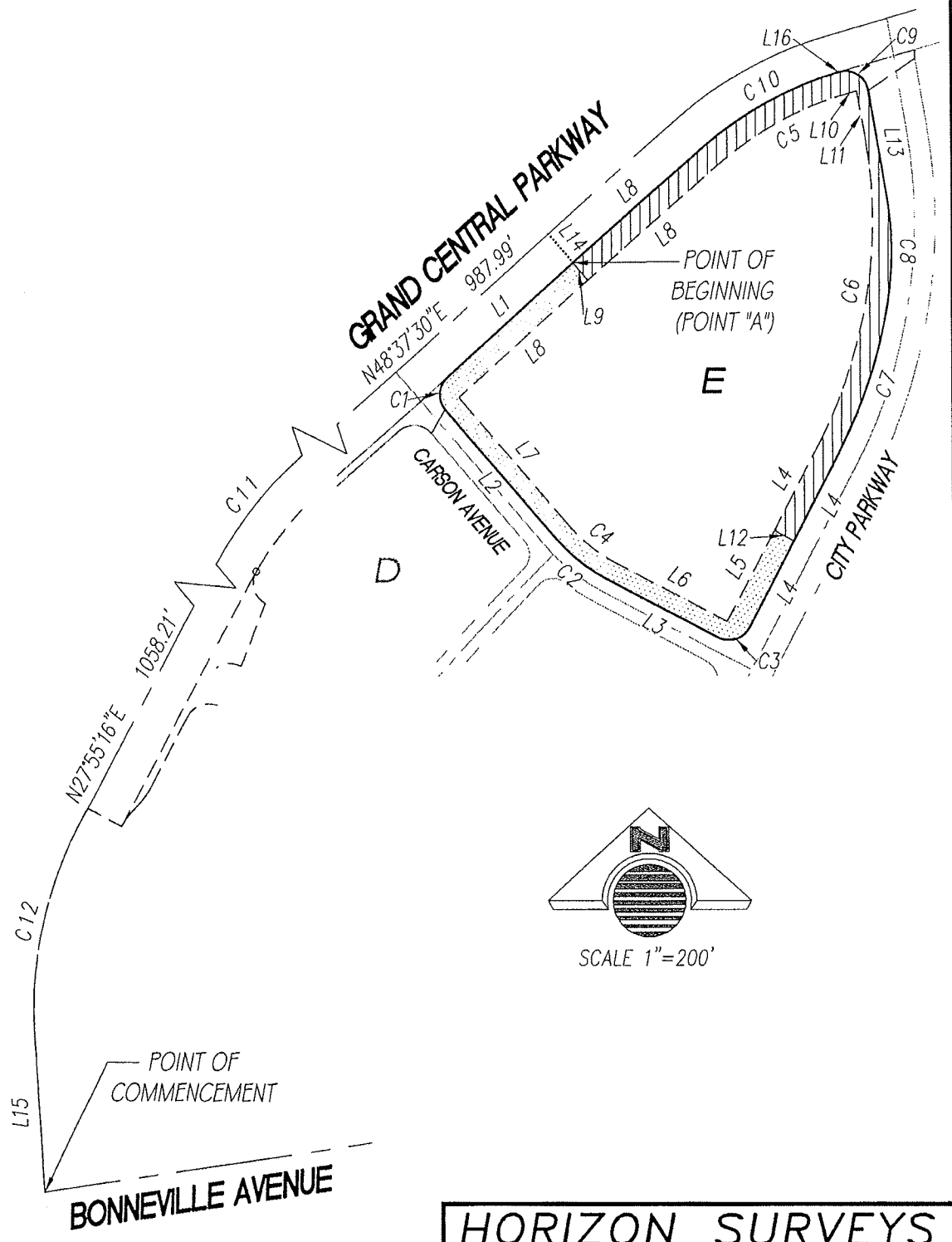
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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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 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: 139-34-110-009

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.

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, 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** 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°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°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°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°58'07", AN ARC LENGTH OF 46.45 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 62°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°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°53'43" WEST, 277.75 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY,

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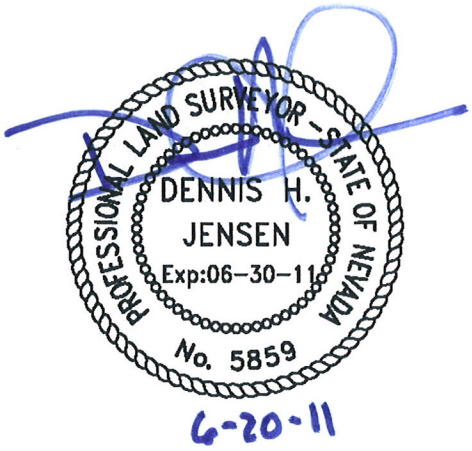
NORTH 62°03'12" WEST, 29.00 FEET; THENCE NORTH 27°53'43" EAST, 283.73 FEET; THENCE NORTH 62°03'24" WEST, 163.84 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 291.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'29", AN ARC LENGTH OF 51.51 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



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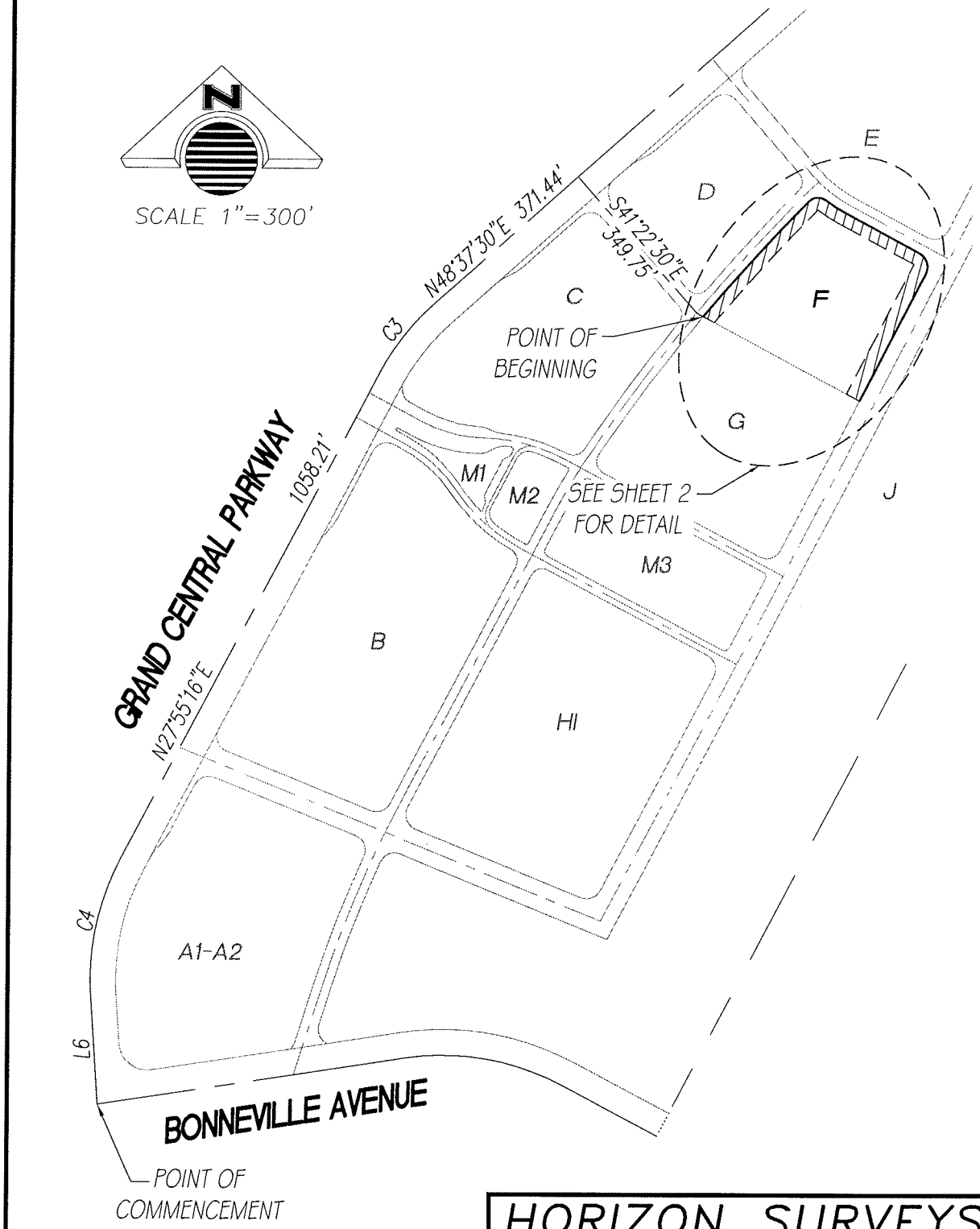

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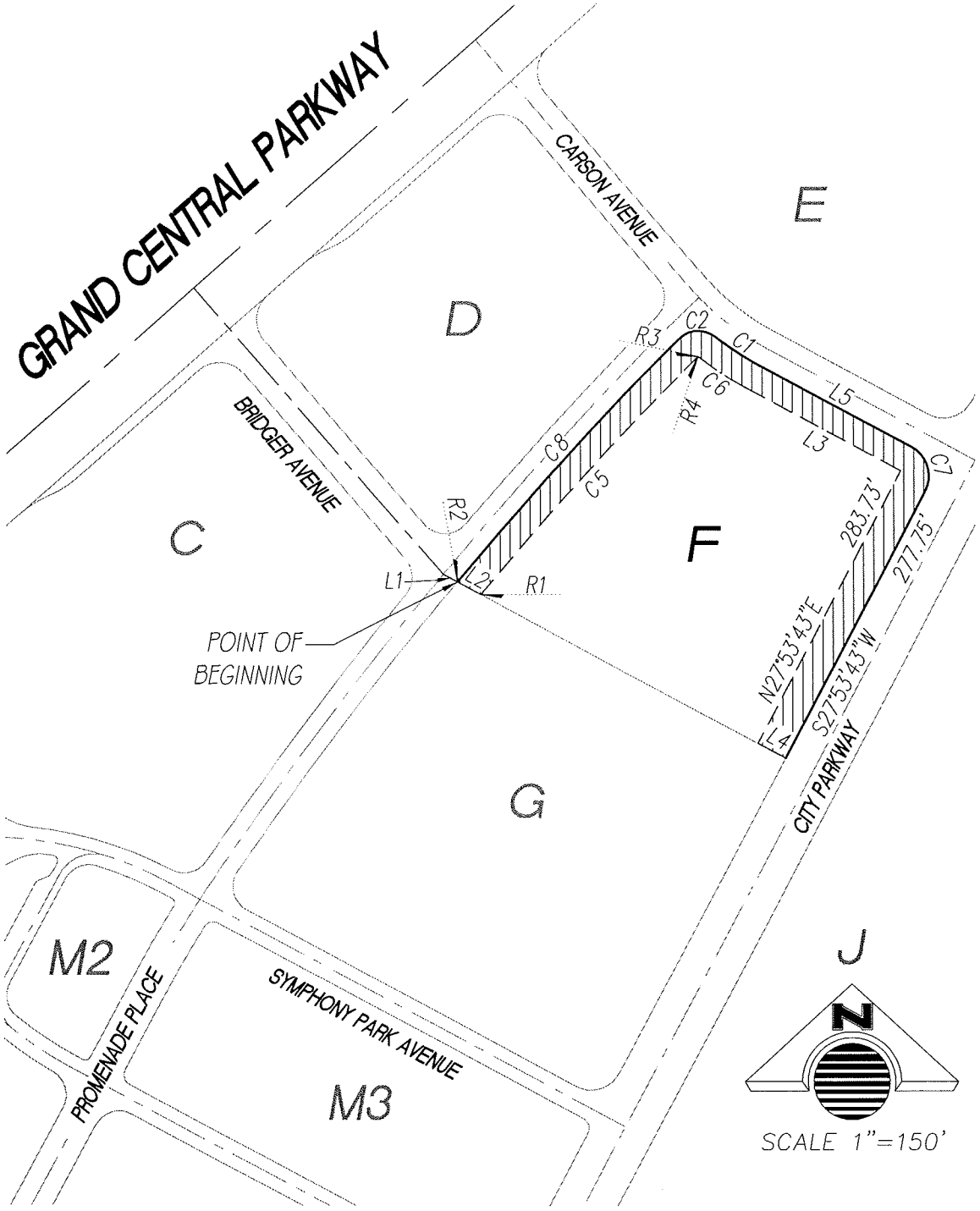

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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 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: 139-34-110-009

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.

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

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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

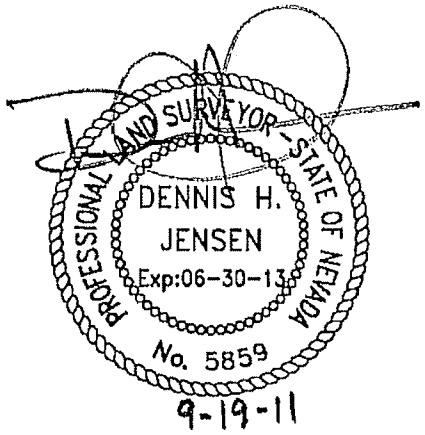

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

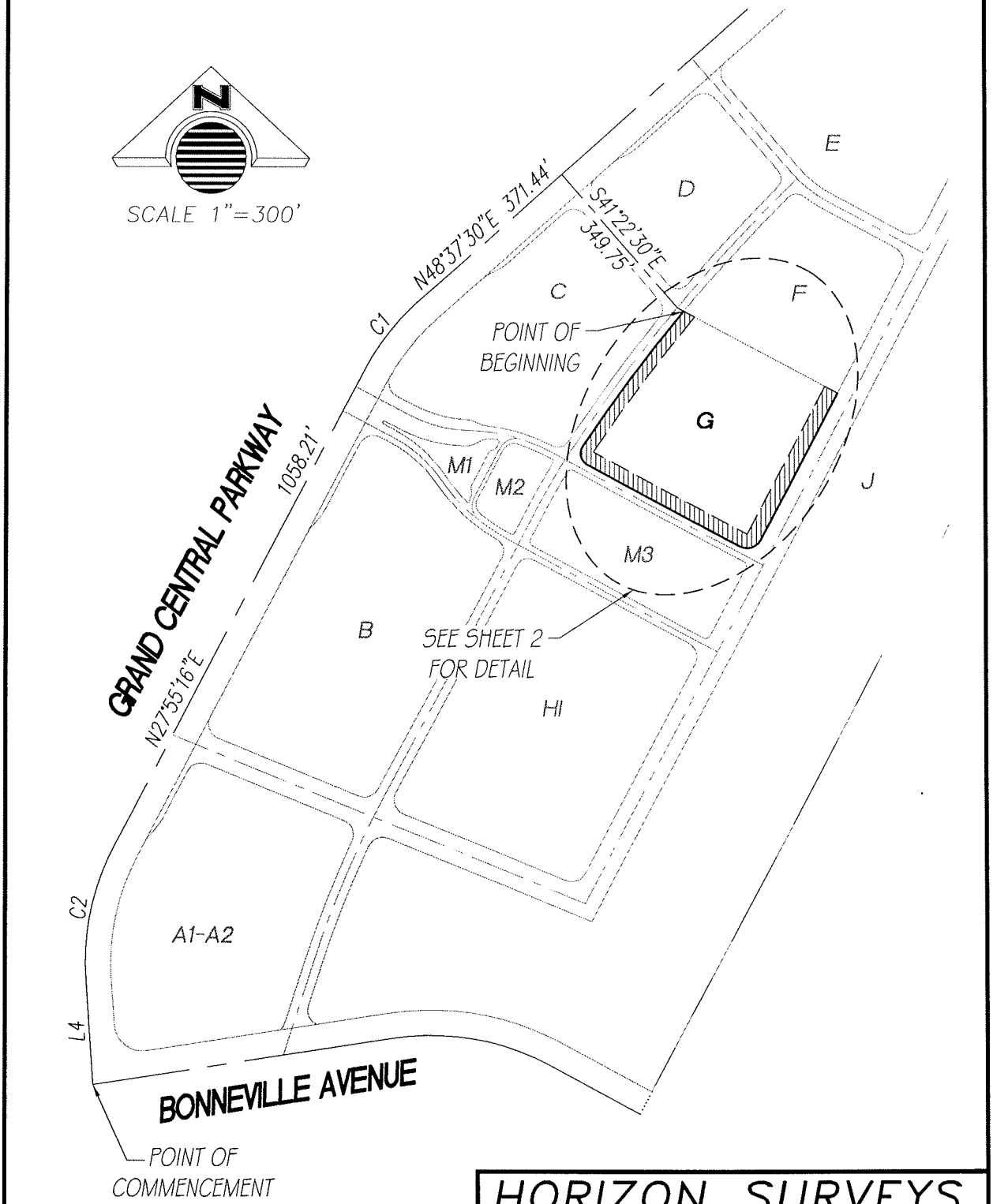

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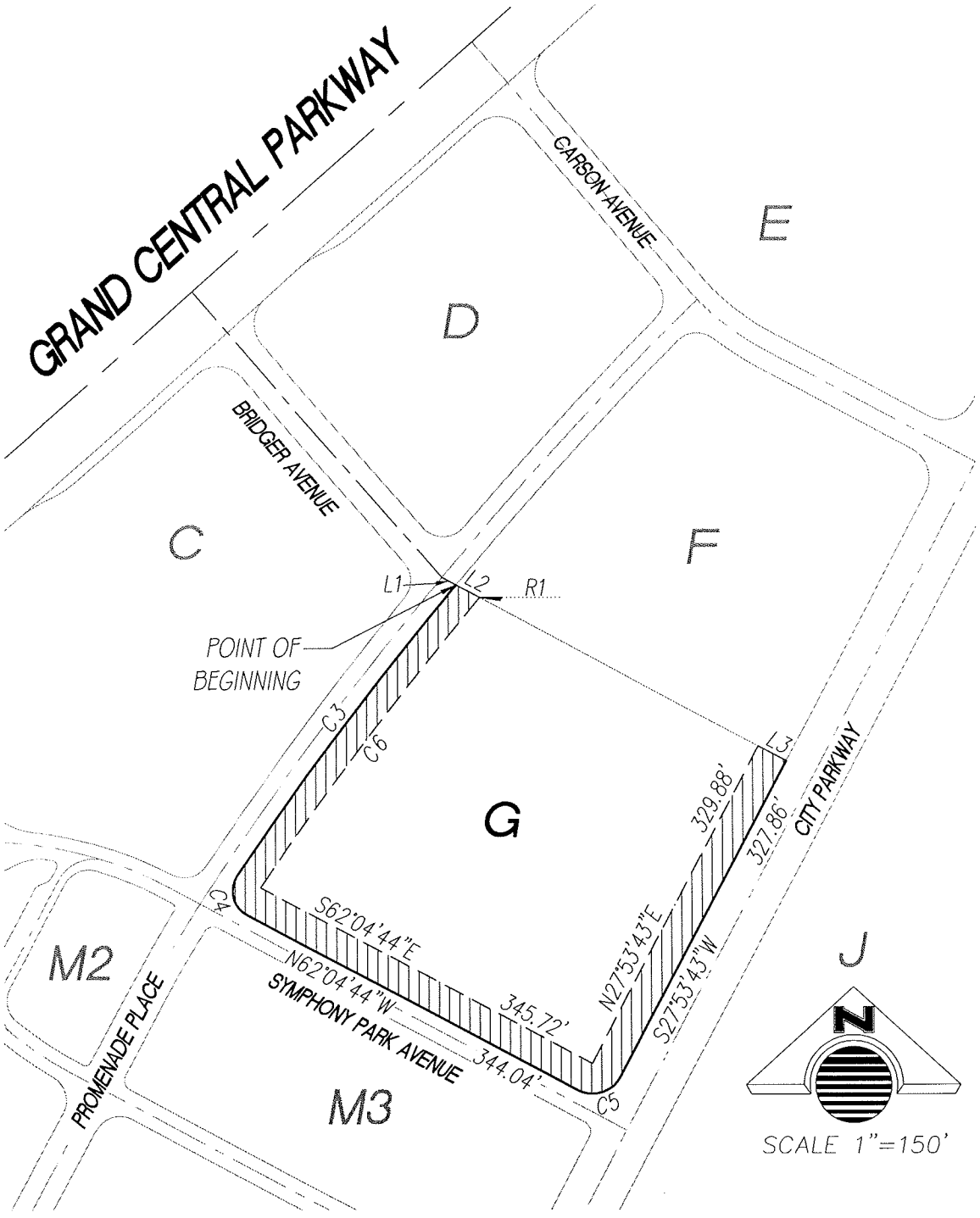
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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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.±

L1 — LINE DATA TABLE NUMBER

C1 — CURVE DATA TABLE NUMBER

R2 — RADIAL LINE TABLE NUMBER

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LAS VEGAS, NEVADA 89144
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City of Las Vegas Agenda Item No.: **15.**

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

---

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: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

J

JUNE 14, 2011
D. JENSEN \ R. SLIGAR

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****.*

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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

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

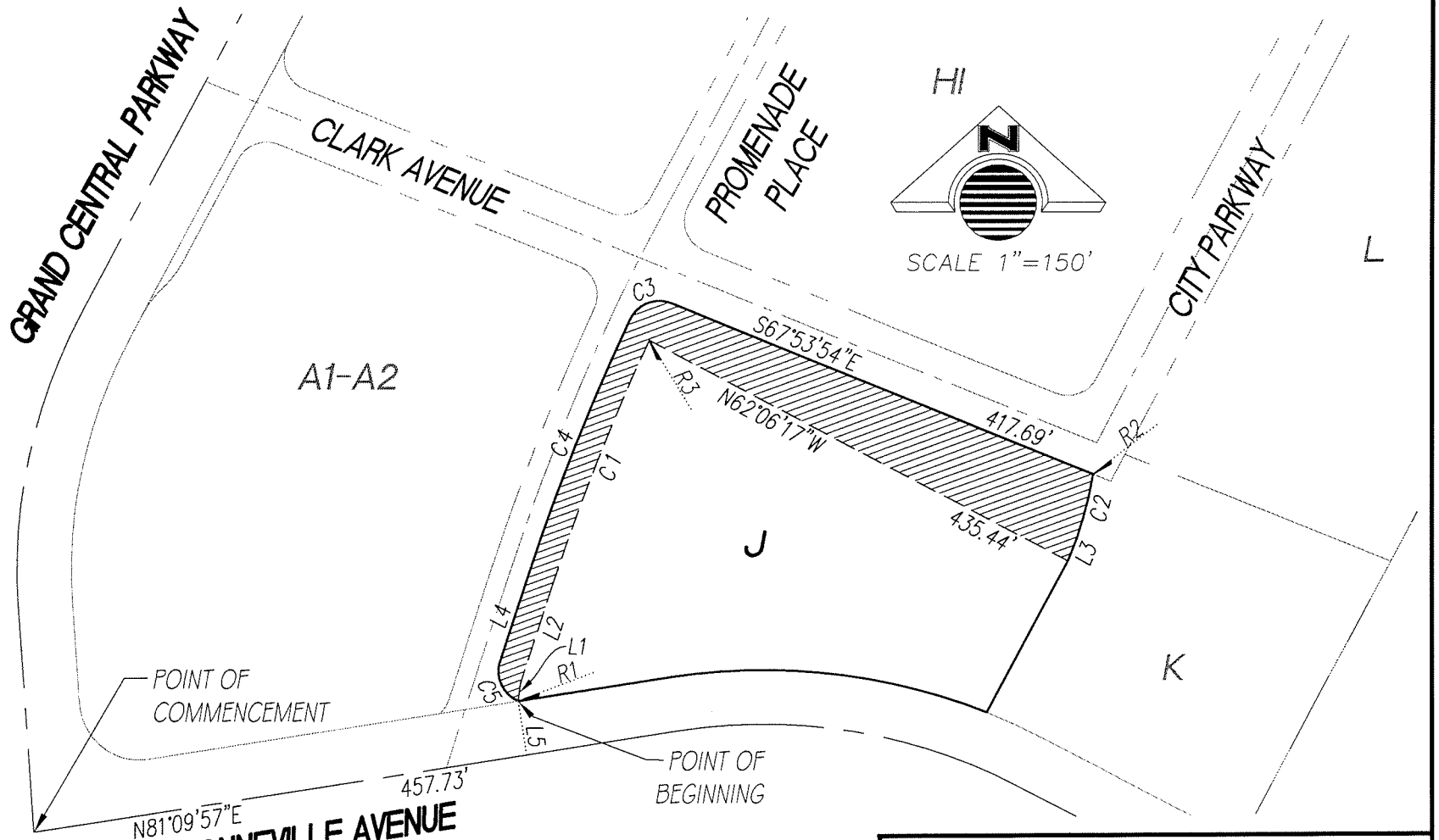

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

RADIAL TABLE

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 LINE DATA TABLE NUMBER

C1 CURVE DATA TABLE NUMBER

R1 RADIAL LINE TABLE NUMBER

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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

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APN: 139-34-211-002

GRANTOR: City Parkway V

---

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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: 139-34-211-002

GRANTOR: City Parkway V

Exhibit A

JUNE 14, 2011
N. HAUGE \ C. SMEDLEY

EXHIBIT 'A'

EXPLANATION

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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:

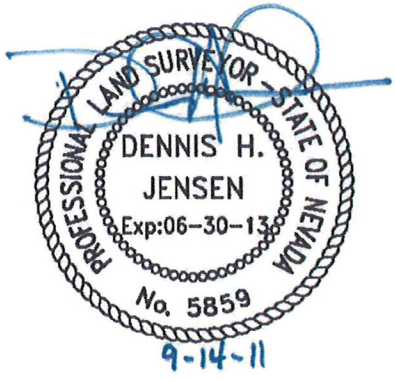
COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN IN SAID PLAT; THENCE ALONG THE EASTERLY LINE OF THEREOF, NORTH 27°55'16" EAST, 295.44 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 67°53'54" WEST, 235.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 27°53'43' WEST, 114.52 FEET; THENCE 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)

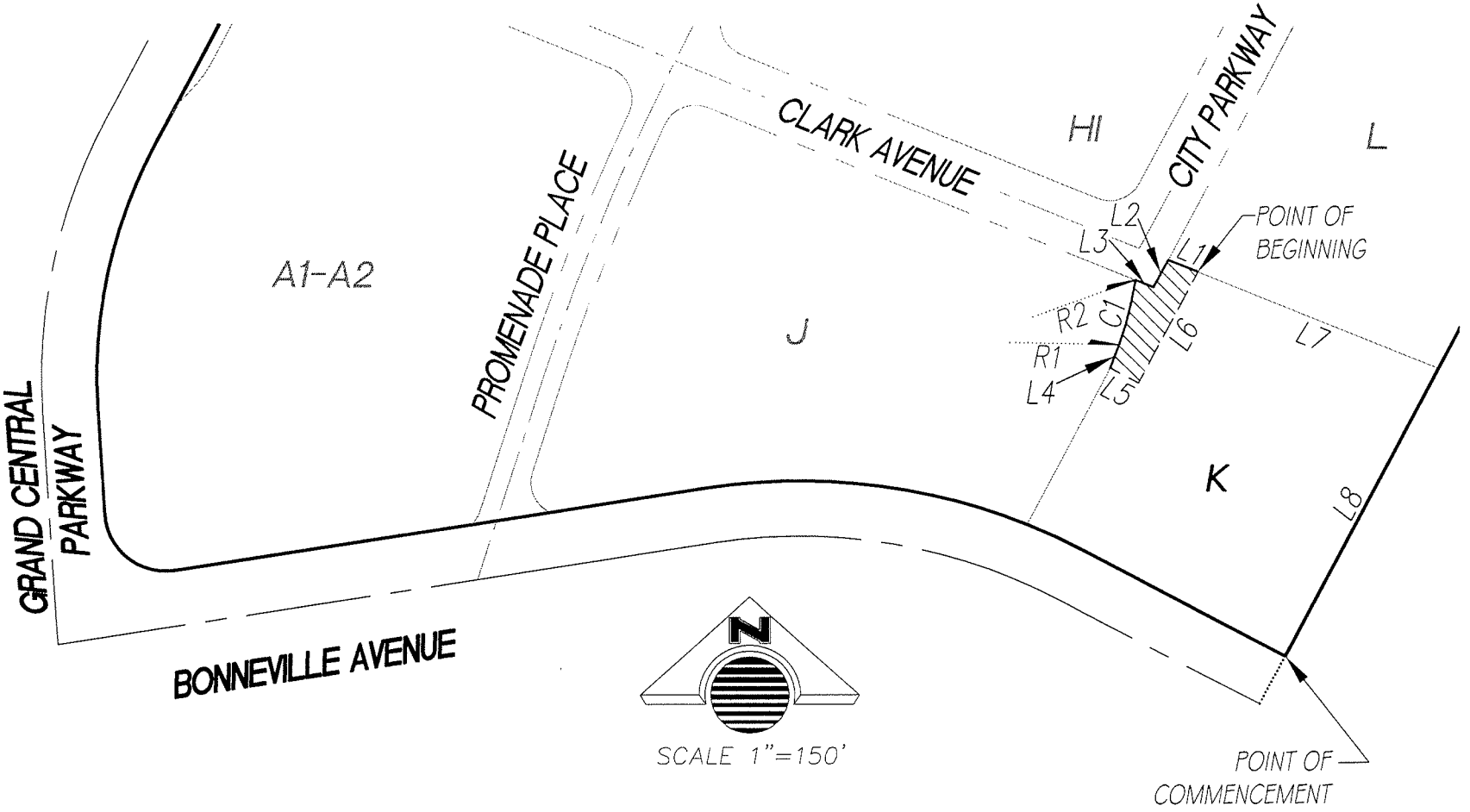
END OF DESCRIPTION.

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



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

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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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	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

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

CENTERLINE

EASEMENT LINE

AREA OF EASEMENT 3,867 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: 139-34-211-002

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

---

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: 139-34-211-002

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 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

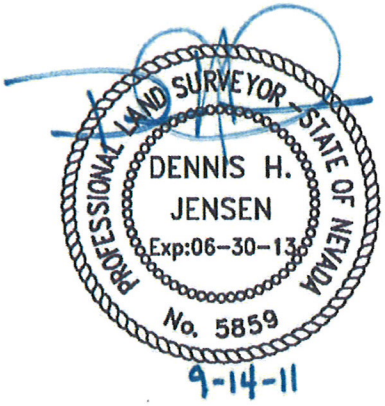

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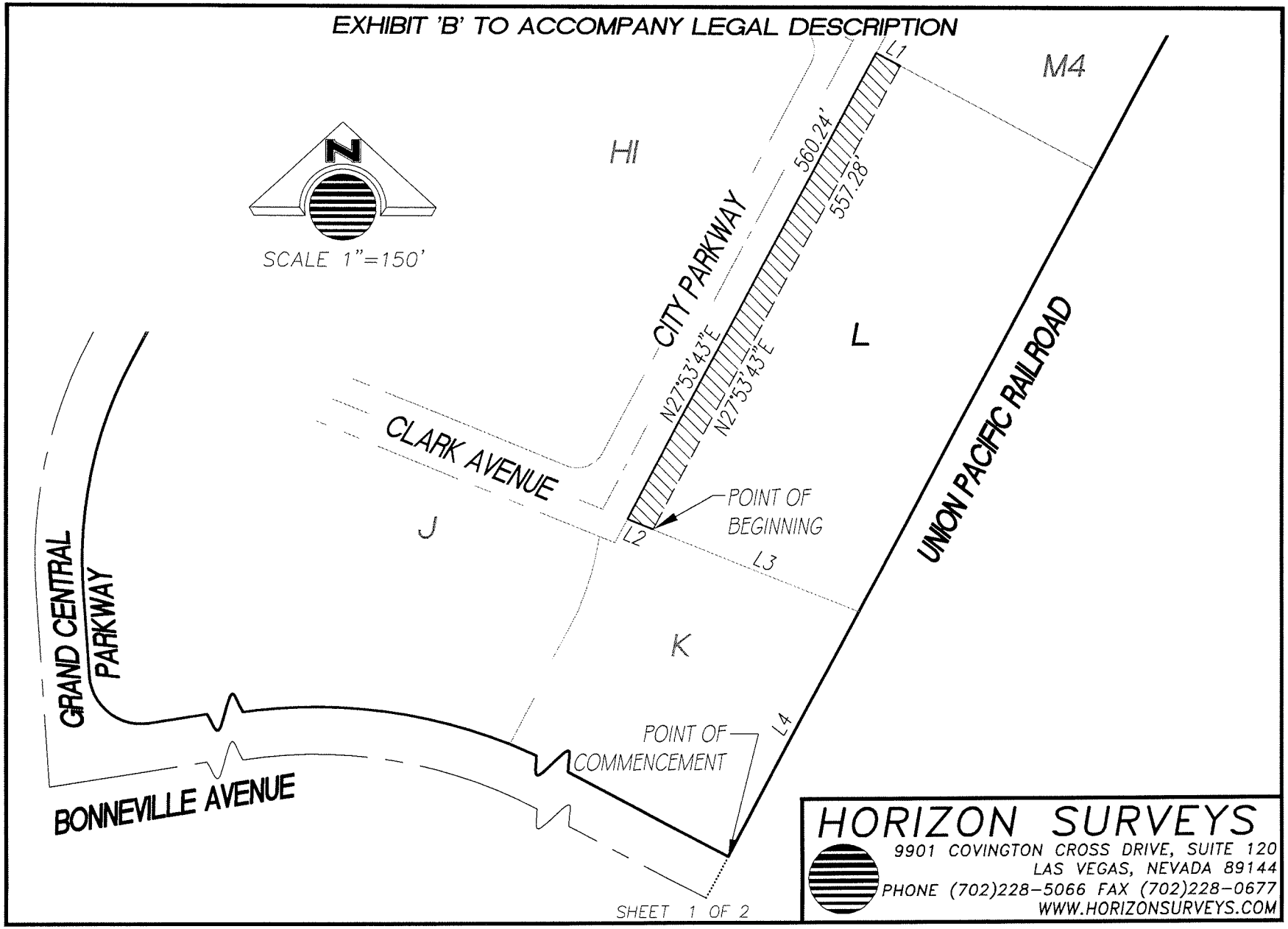
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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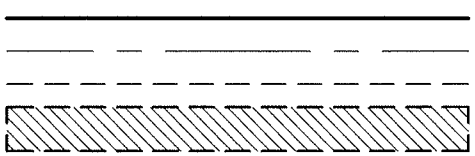
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

No.	BEARING	DISTANCE
L1	S62°04'44"E	29.00'
L2	N67°53'54"W	29.15'
L3	N67°53'54"W	235.00'
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.±

L1 — LINE DATA TABLE NUMBER
C1 — CURVE DATA TABLE NUMBER
R1 — RADIAL LINE TABLE NUMBER

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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.

APN: 139-34-211-002

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: 139-34-211-002

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:

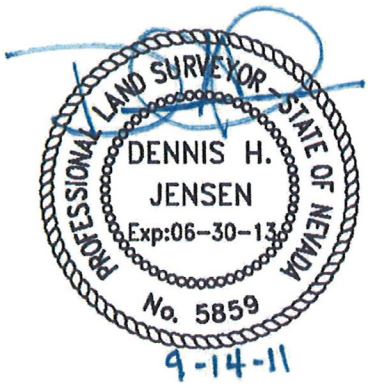
***COMMENCING** AT THE MOST SOUTHEASTERLY CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 27°55'16" EAST, 828.90 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°04'44" WEST, 234.04 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 62°04'44" 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



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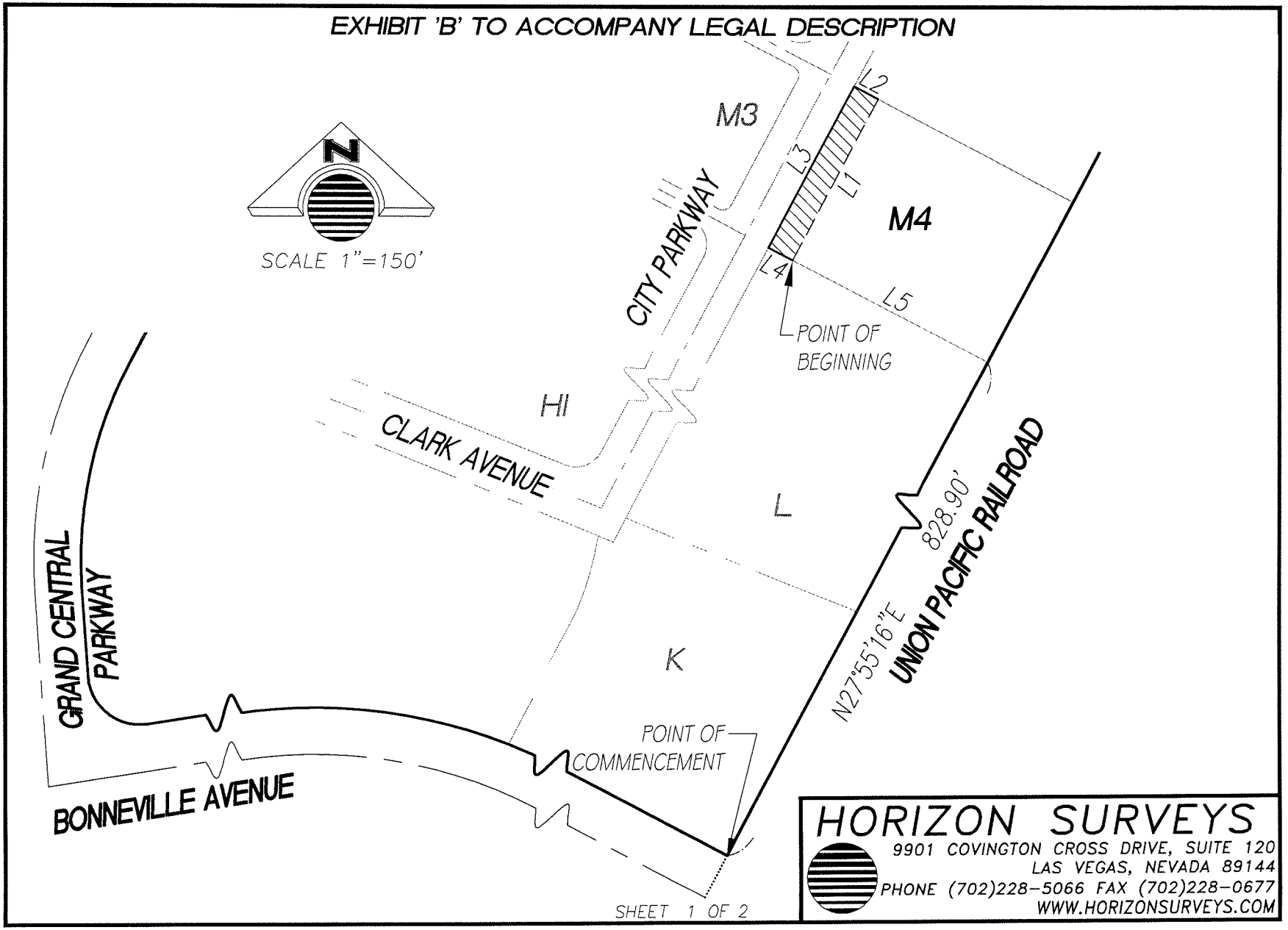

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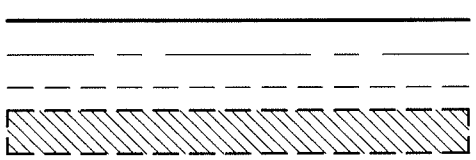
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

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.±

L1 LINE DATA 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

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:

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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

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: 139-34-211-002

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

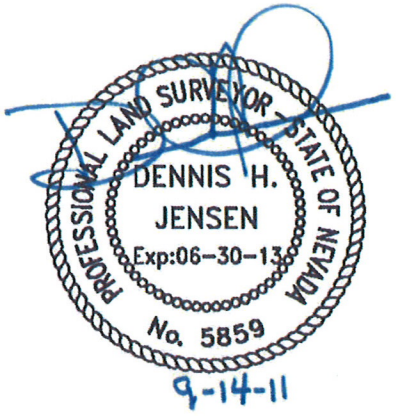
SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***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

Horizon Surveys
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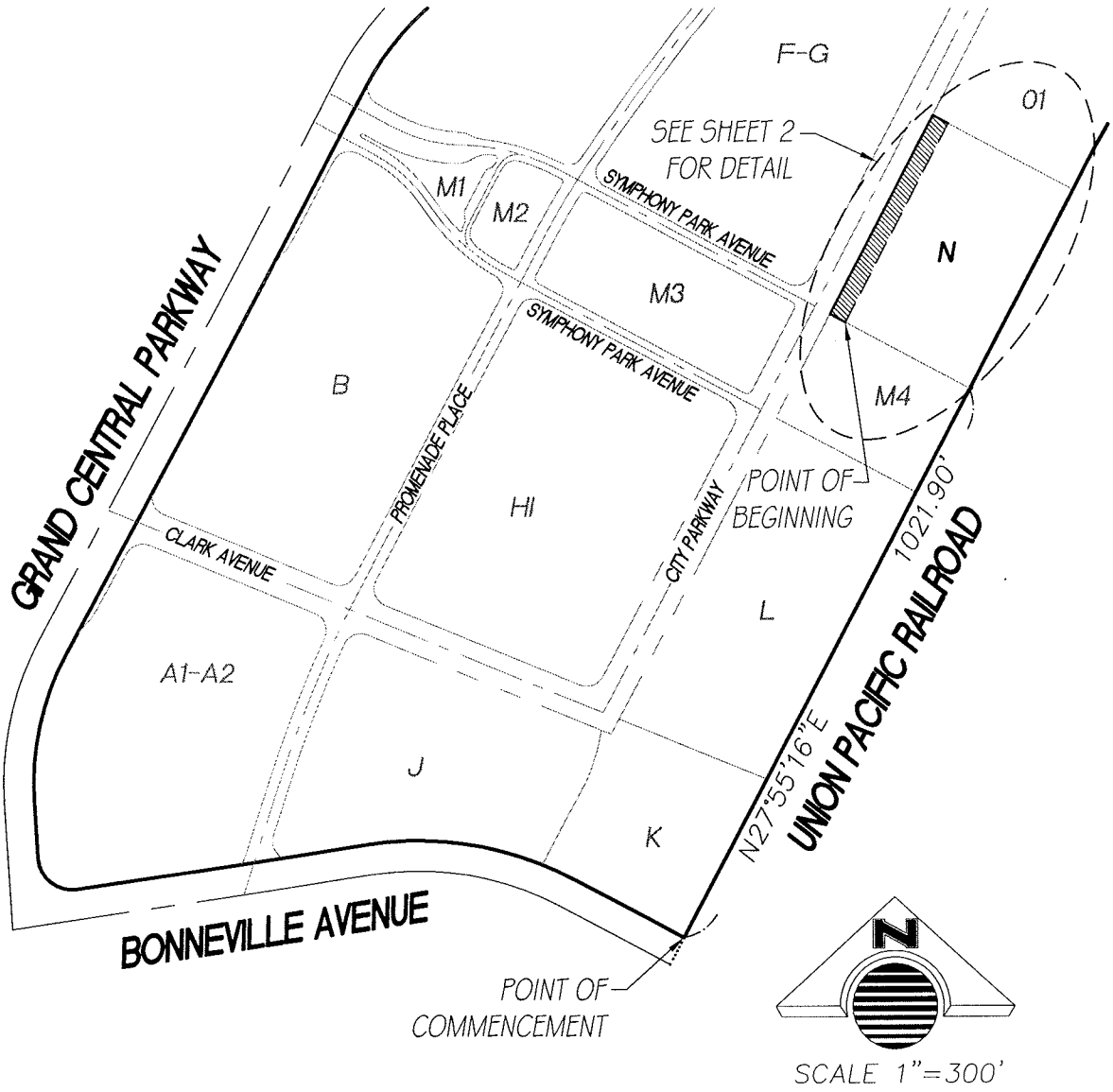

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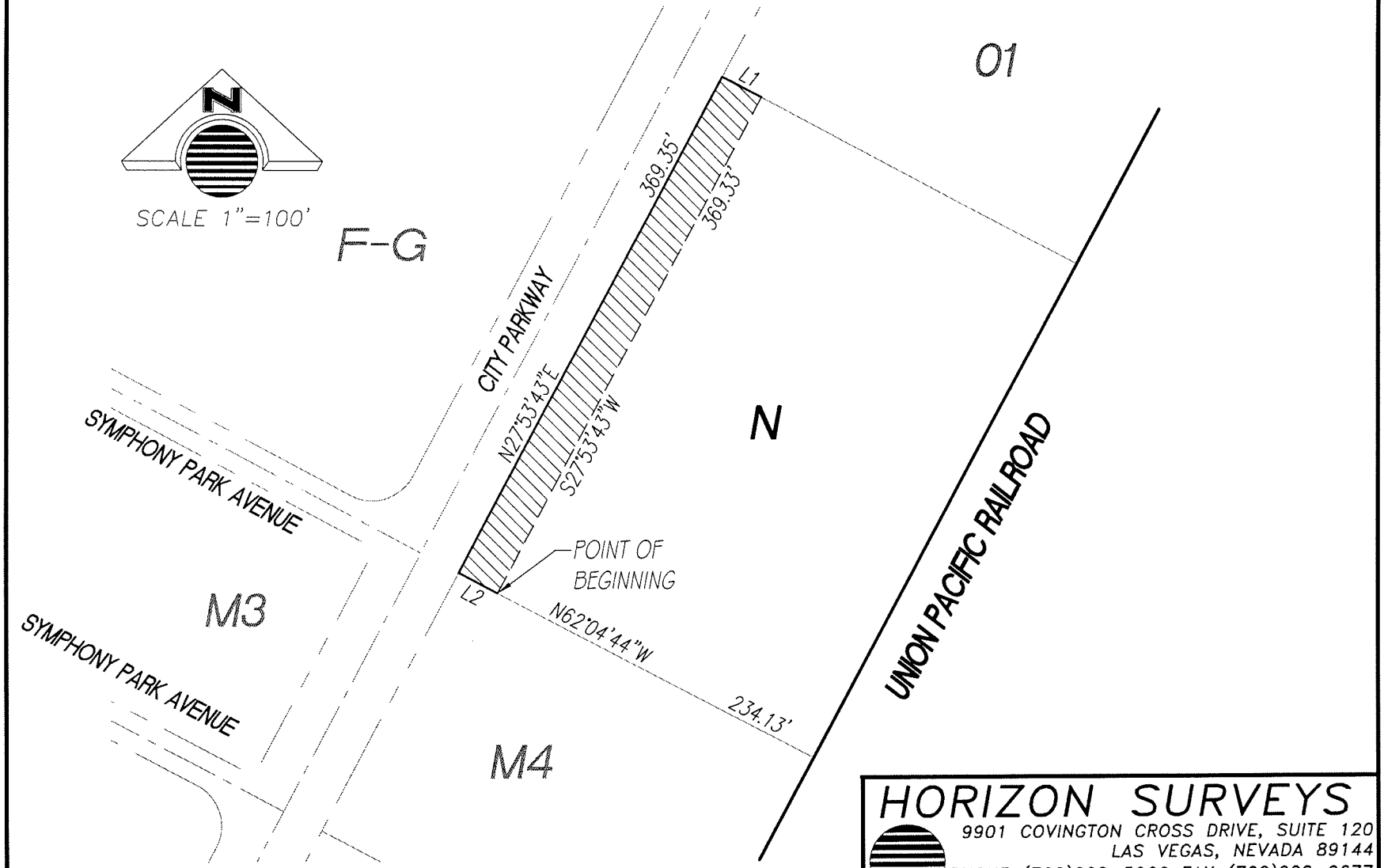

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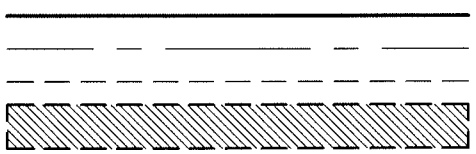
WWW.HORIZONSURVEYS.COM

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 ±

L1

LINE DATA 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

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

---

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: 139-34-211-002

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

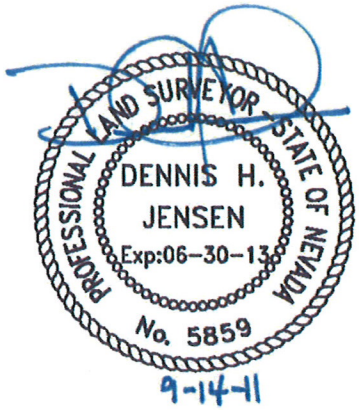
SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***COMMENCING** AT THE MOST 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

Horizon Surveys
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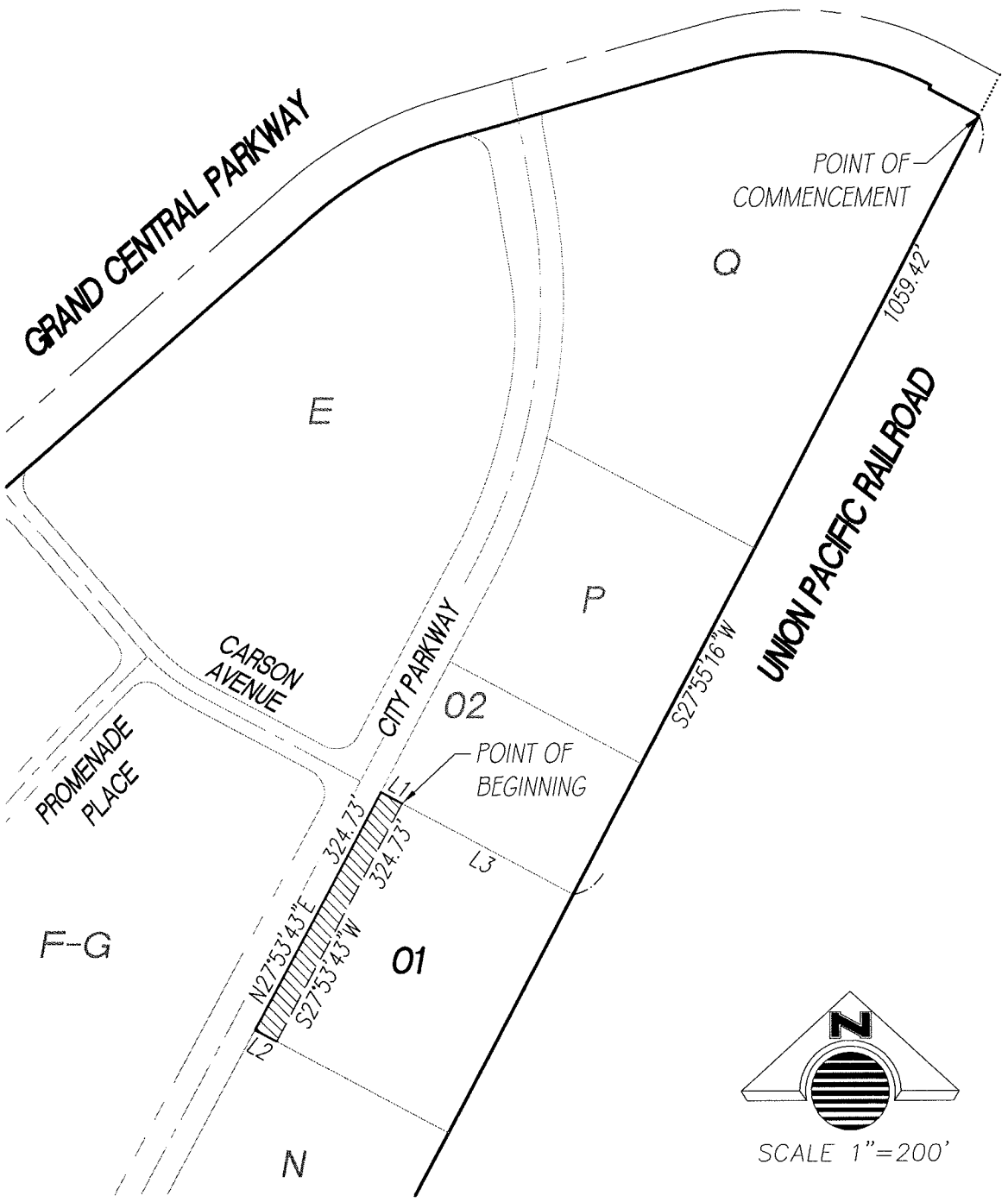
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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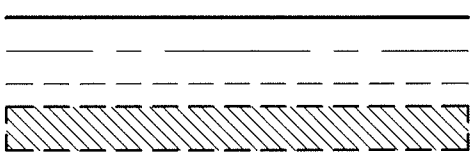
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

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



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

CENTERLINE

EASEMENT LINE

AREA OF EASEMENT 9,417 SQUARE FEET ±

LINE DATA 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

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

---

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: 139-34-211-002

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:

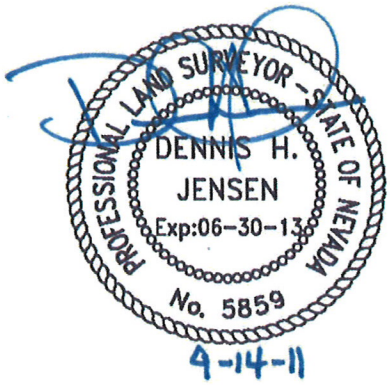
***COMMENCING** AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 27°55'16" WEST, 881.23 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°07'30" WEST, 234.52 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 27°53'43' WEST, 177.91 FEET; THENCE NORTH 62°03'24" 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°53'54" EAST, 177.87 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 62°07'30" EAST, 29.00 FEET TO THE **POINT OF BEGINNING**.*

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



Horizon Surveys
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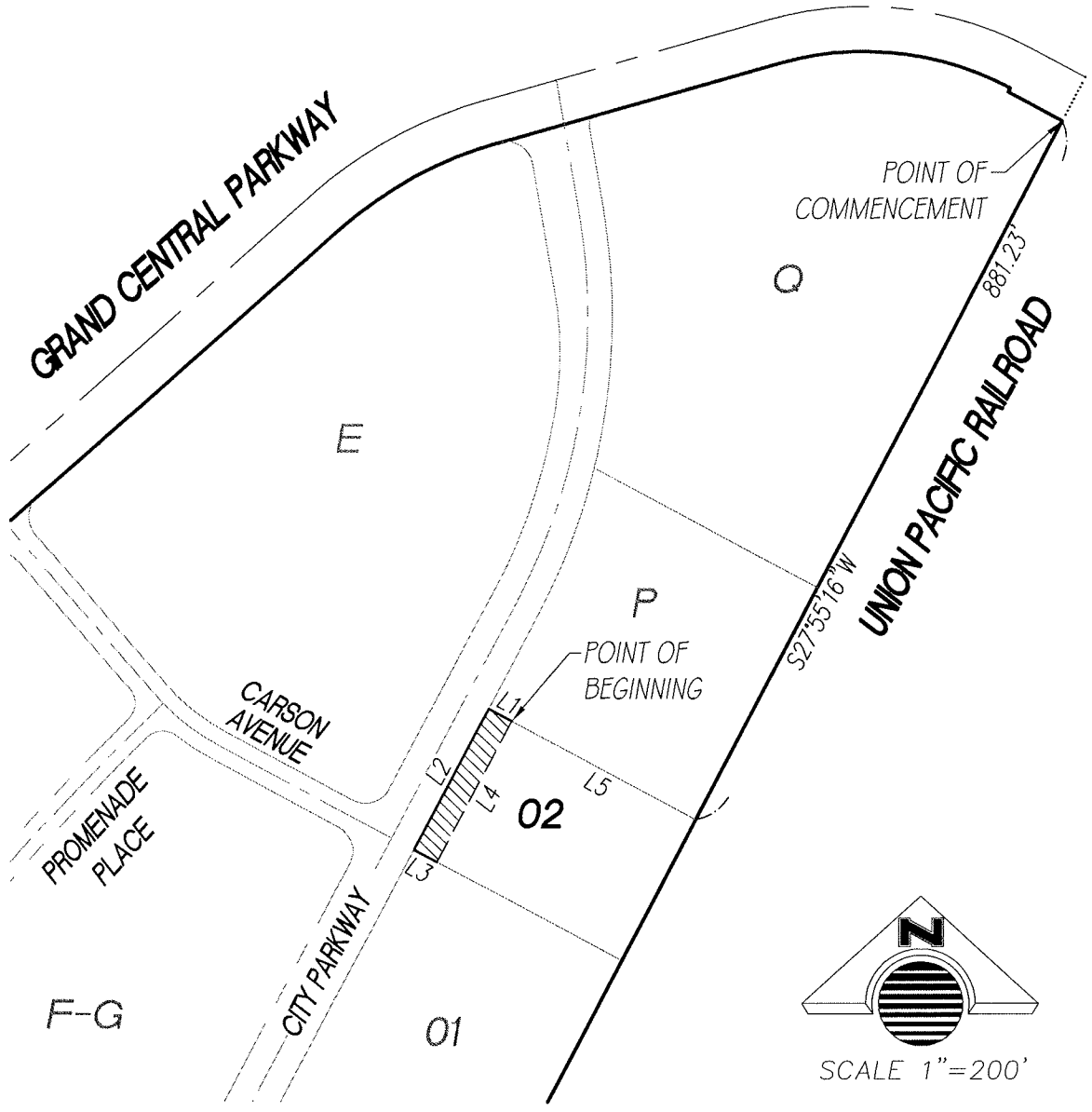
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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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

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

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

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

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

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: 139-34-211-001

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

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 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**.*

Horizon Surveys
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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

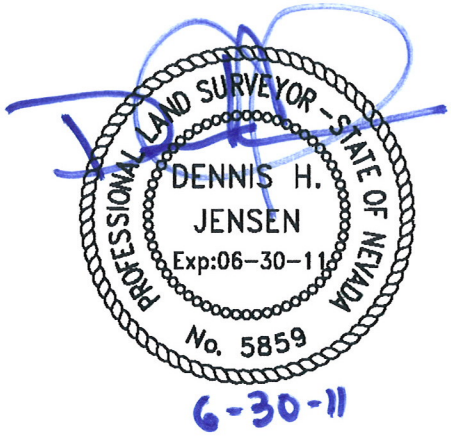

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

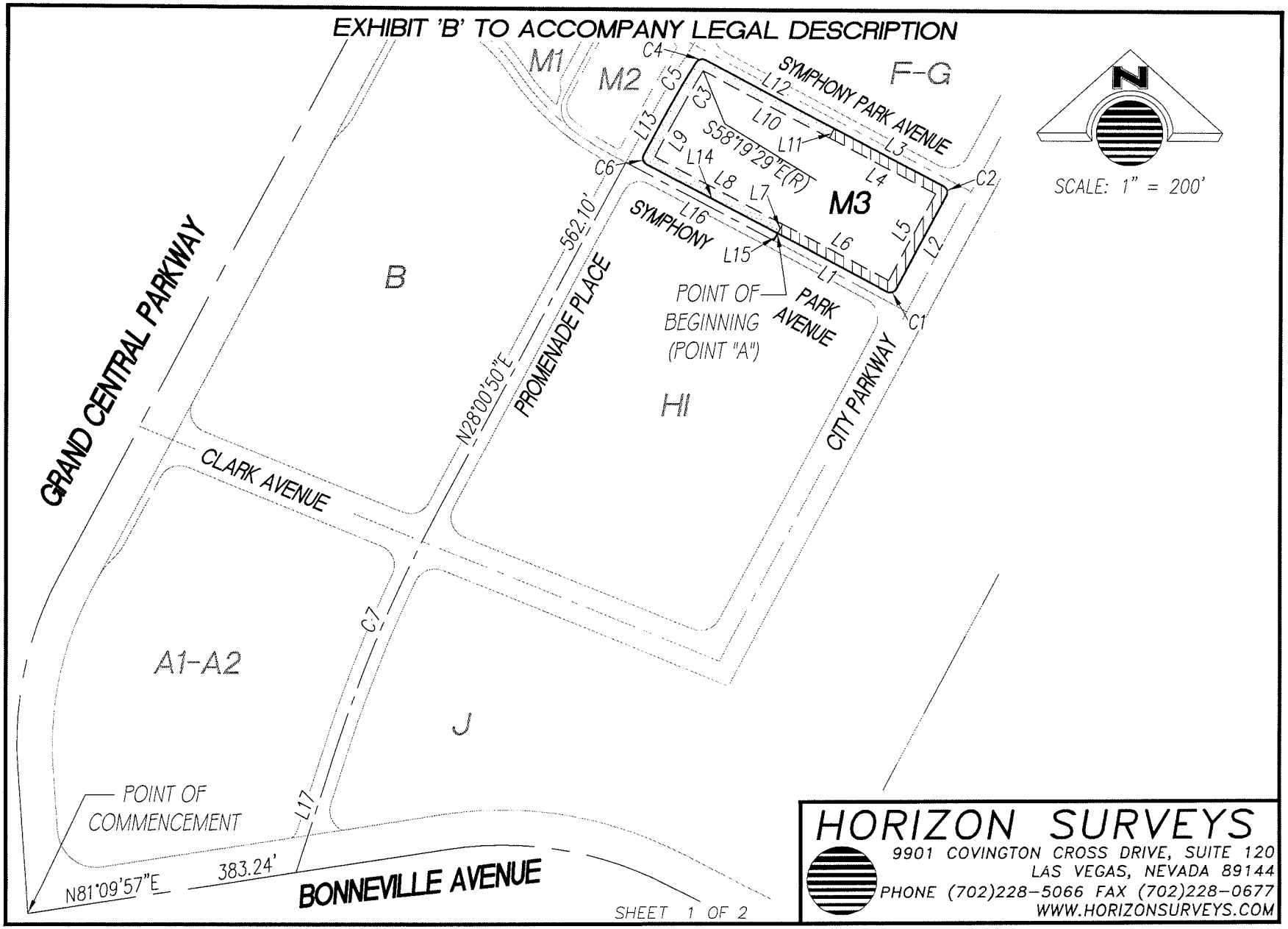

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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

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

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

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: 139-34-110-005

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:

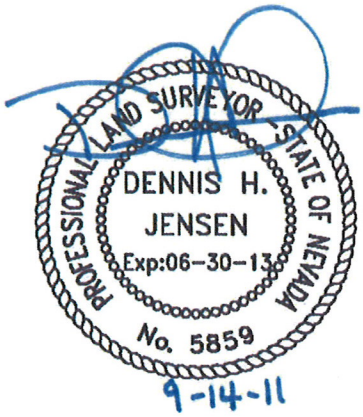
COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 5 AS SHOWN ON SAID PLAT; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 27°55'16" WEST, 588.08 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTH 62°07'18" WEST, 254.61 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING A POINT ON A NON-TANGENT 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



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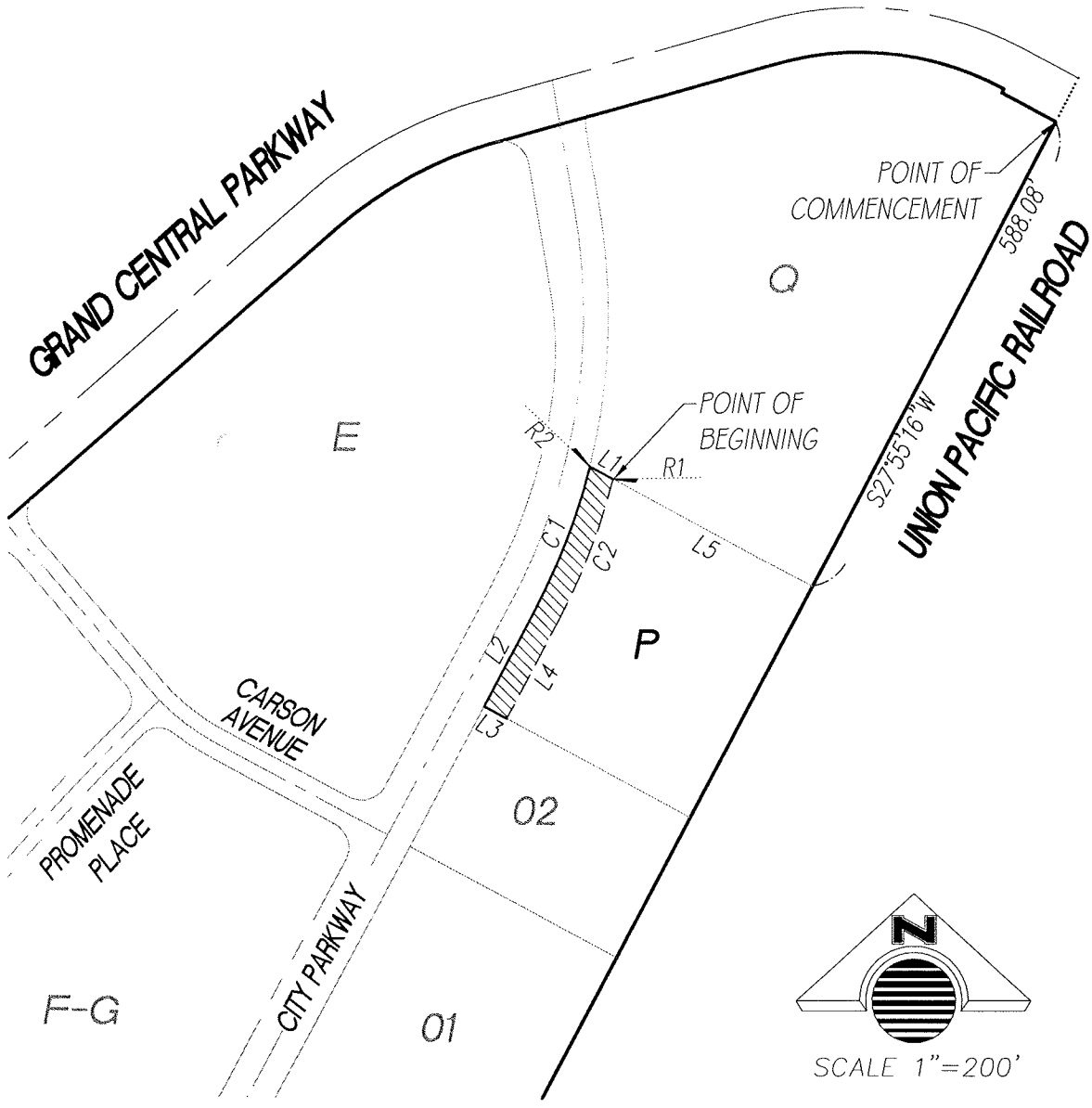

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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 ±

L1 — LINE DATA TABLE NUMBER

C1 — CURVE DATA TABLE REFERENCE NUMBER

R1 — RADIAL DATA TABLE REFERENCE NUMBER

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LAS VEGAS, NEVADA 89144
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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

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: 139-34-110-005

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:

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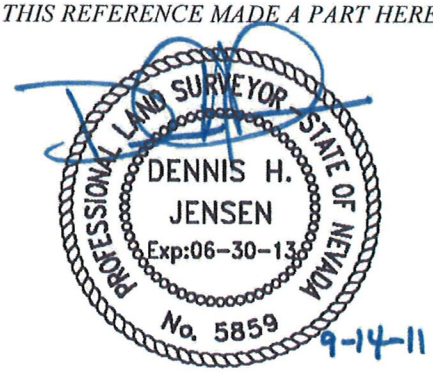
PARCEL CONTAINS 11,731 SQUARE FEET, MORE OR LESS.

(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



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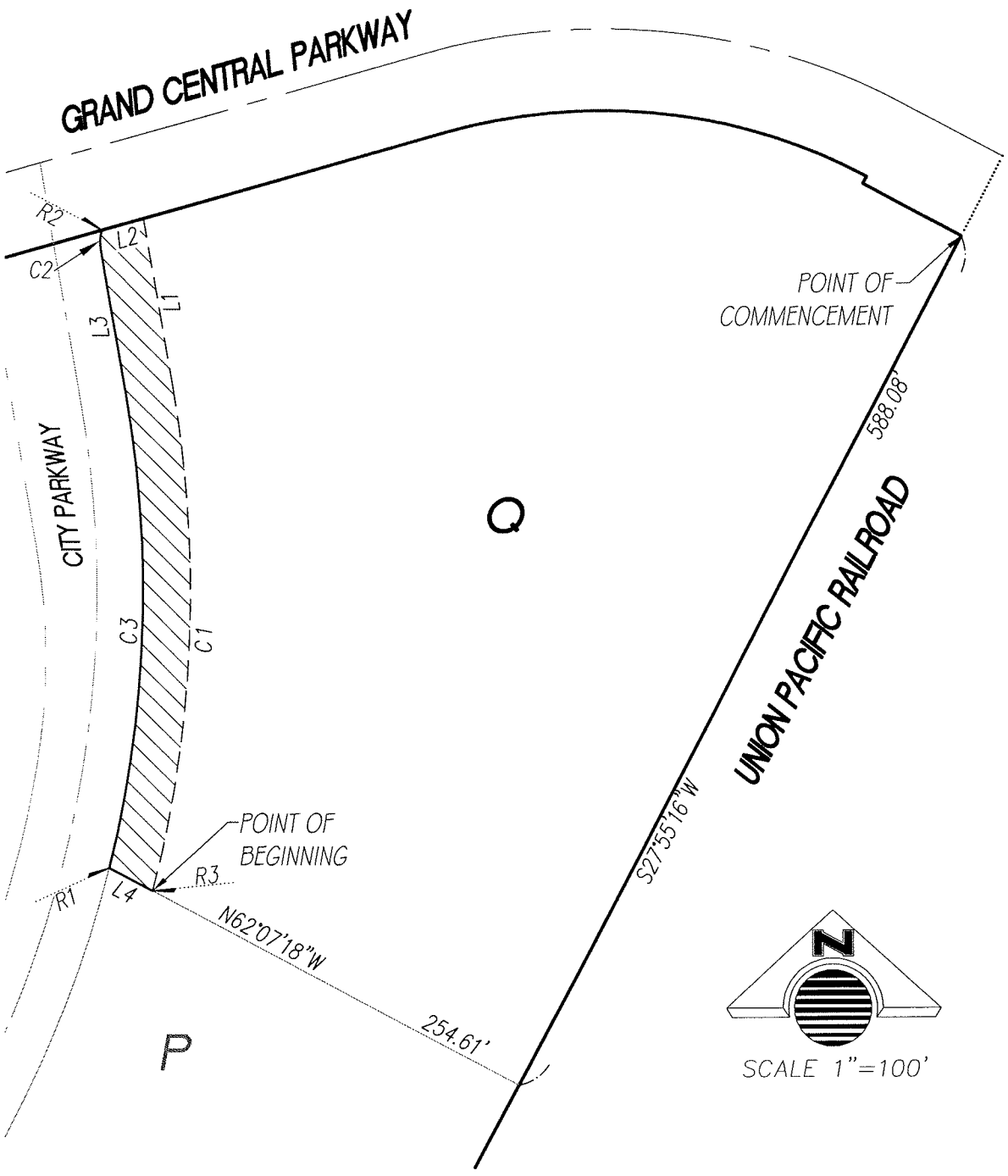

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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 ±

L1 — LINE DATA TABLE NUMBER

C1 — CURVE DATA TABLE REFERENCE NUMBER

R1 — RADIAL DATA TABLE REFERENCE NUMBER

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

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 the Amended and Restated Community Charter for Symphony Park to adopt certain changes related to the management of common areas and related to the construction and management of parks within Symphony Park, the master planned mixed-use community, 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:
The Community Charter for Symphony Park was adopted on December 2, 2009. The Amended and Restated Community Charter for Symphony Park adopts certain changes related to the management of common areas within Symphony Park and related to the construction and management of parks within Symphony Park, including the park to be constructed and owned by The Smith Center for Performing Arts (APN: 139-33-511-008, 009 and 010, 139-34-110-005, 006, 007 and 008, 139-33-610-025, 026 and 027, 139-34-211-001 and 002).

RECOMMENDATION:
Approval and authorization for City Parkway V, Inc. to execute the Amended and Restated Community Charter for Symphony Park.

BACKUP DOCUMENTATION:
1. Amended and Restated Community Charter for Symphony Park
2. Disclosure of Principals

APN NOS:

139-33-511-008
139-33-511-009
139-33-511-010
139-33-610-025
139-33-610-026
139-33-610-027
139-34-110-005
139-34-110-007
139-34-110-008
139-34-110-009
139-34-211-001
139-34-210-002

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Economic and Urban Development Department

(Space Above Line For Recorder's Use)

AMENDED AND RESTATED

COMMUNITY CHARTER

FOR

SYMPHONY PARK

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AMENDED AND RESTATED
COMMUNITY CHARTER
FOR
SYMPHONY PARK

PREAMBLE

"**Symphony Park**" is a mixed-use planned community located in the City of Las Vegas Nevada, a political subdivision of the State of Nevada ("**City**"), Clark County ("**County**"), Nevada. This Amended and Restated Community Charter for Symphony Park ("**Charter**") establishes a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, and maintenance of Symphony Park. Newland Real Estate Group, LLC, a Delaware limited liability company (formerly known as Newland Communities, LLC), is the development manager of Symphony Park and along with its successors and assigns is referred to as the "**Founder**."

The plan for development of Symphony Park is described in that certain master plan approved by the City, as may be supplemented and amended from time to time (the "**Master Plan**"). The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, and parking uses. This Charter is intended to establish a process for achieving the goals set out in the Master Plan and establishes relationships and obligations between and among owners, uses, and the various parcels within Symphony Park.

The Symphony Park Master Association, Inc. (the "**Association**"), a Nevada nonprofit corporation, shall own, operate, and/or maintain various common areas and community improvements within Symphony Park and is empowered to administer and enforce this Charter and the other Governing Documents referenced in this Charter. All owners of parcels which are made subject to this Charter shall be members of the Association.

The Master Plan encompasses all of the property described in the site plan contained in Exhibit "A" to this Charter. All of the property shown on Exhibit "A" of the Master Plan is subject to this Charter except for Parcel A-1 (Cleveland Clinic Center for Brain Health) which shall not be subject to this Charter and which is excluded from the legal description of the initial property contained in Exhibit "A". In addition, property may be submitted to this Charter that is not shown on the Master Plan and as permitted herein.

DECLARATION OF COVENANT

The Founder, City Parkway V, Inc., a Nevada non-profit corporation (the "**Project Owner**"), City Parkway IVA, Inc., a Nevada non-profit corporation, Office District Parking I, Inc., a Nevada non-profit company, and the City (collectively, the "Initial Parties") recorded against title to Symphony Park that certain Community Charter for Symphony Park with the Recorder of Deed of Clark County, Nevada on December 16, 2009 as Instrument # 200912160000606 (the "Initial Charter"). Subsequently, Project Owner has conveyed to the Association a parcel for use as a private park and as Common Area. The Initial Parties and the Association (collectively, the "Parties") mutually desire to fully restate and amend the Initial Charter by the execution and recordation of this Charter. The Parties agree that upon the execution and recordation of this Charter that the Initial Charter shall be of no further force and effect and shall be superseded in all respects by this Charter.

The Parties, by collectively executing and recording this Charter, declare that the property described in Exhibit "A" and any additional property made subject to this Charter in the future by amendment or supplement, shall constitute "**Symphony Park**" or the "**Community**," as referred to in this Charter. This Charter shall run with the title to all such property, shall govern the development and use of such property, and shall be binding upon the Project Owner; the Founder; the owners of any portion of such property; any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property; and their respective heirs, successors, successors-in-title, and assigns. This Charter shall also be binding upon the Association, its successors and assigns.

Symphony Park is a "planned community" as defined in the Nevada Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et seq.* (as such may be amended from time to time, the "**Act**") and is subject to the provisions of the Act in addition to the provisions of this Charter. The Association is a "master association" as defined in the Act.

Symphony Park is a private planned community and not intended for general public use or as a public forum. This Charter and the other Governing Documents do not create any rights for public use in Symphony Park in the Parcels, Common Areas, the Park or any other areas not expressly publicly dedicated, including, without limitation, plazas, sidewalks, parks, landscaping areas, and promenades. All Parcels,

Common Areas, and other areas not expressly dedicated for public use are for the exclusive use of residents and users of Symphony Park.

PART ONE: INTRODUCTION TO THE COMMUNITY

Chapter 1
Governing Documents

Symphony Park shall be guided and governed by certain governing documents, which bind the community together, give it structure, and provide guidance to all who participate in its growth and evolution.

1.1. Scope and Applicability

Symphony Park is administered through various documents that have a legal and binding effect on all owners and occupants of property that is subject to this Charter, as well as on anyone else that now or in the future has an interest in any portion of the property comprising the Community. Such documents, referred to in this Charter as the "**Governing Documents**," include the documents described in Table 1.1, each as may be amended. All Parcel Owners (as de-

GOVERNING DOCUMENTS	
Charter: (recorded)	this Charter for Symphony Park, which creates obligations that are binding upon the Association and all present and future owners of property in Symphony Park
Supplement: (recorded)	a recorded Supplement to this Charter, which may submit a portion of the Additional Property (as defined in Section 2.1) to this Charter, create easements over the property described in the Supplement, impose additional obligations or restrictions on such property, designate service areas as described in Chapter 3, create exceptions to this Charter, or any of the foregoing
Articles of Incorporation: (filed with the Nevada Secretary of State)	the Articles of Incorporation of the Symphony Park Master Association, Inc., which establishes the Association as a not-for-profit corporation under Nevada law, as amended and/or restated from time to time.
By-Laws: (attached and recorded with this Charter as Exhibit "E")	the By-Laws of the Symphony Park Master Association, Inc., adopted by its Board of Directors, which govern the Association's internal affairs, such as voting, elections, meetings, etc., as amended or restated from time to time. A copy of the By-Laws is attached as Exhibit "E."
Design Standards: (Adopted by City Ordinance)	The Union Park Design Standards dated November 11, 2006 and adopted by City of Las Vegas Ordinance No. 5875, as amended by Ordinance No. 5974 adopted by the City of Las Vegas on March 5, 2008, as such may be amended from time to time.
Rules: (initial set attached and recorded within this Charter as Exhibit "C")	the rules of the Association adopted pursuant to Chapter 7, which regulate use of property, activities, and conduct within Symphony Park
Board Resolutions: (Board adopts)	the resolutions which the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of property which the Association owns, maintains, or controls

Table 1.1 Governing Documents

fined in Section 2.4), as well as their tenants and invitees, are required to comply with the Governing Documents.

1.2. Additional Covenants

The owner of any property within Symphony Park may impose additional covenants on its property with the Founder's approval as required pursuant to Section 19.7 which approval shall not be unreasonably withheld. In such case, as between this Charter and any such additional covenants, the more restrictive provisions control. If given such authority in the instrument setting forth such covenants, the Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

1.3. Conflicts

If there are conflicts between any of the Governing Documents and Nevada law, Nevada law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter, the Articles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control.

The Governing Documents use italicized summaries at the beginning of each Chapter. In addition, diagrams and tables are used to illustrate concepts and assist the reader. **If there is a conflict between any italicized summary, diagram, or table and the text of the Governing Documents, the text shall control.**

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

1.4. Definitions

The defined terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms follows the Table of Contents. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

1.5. Interpretation of Certain References

Consent or Approval. All references in the Governing Documents to "**consent**" or "**approval**" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, anyone authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Person. References in the Governing Documents to a "**Person**" or "**Persons**" shall mean an individual, a corporation, a partnership, a limited liability company, government entity, or any other legal entity.

Recording. All references in the Governing Documents to a "**recorded**" legal instrument, or to "**recordation**" or the "**recording**" of a legal instrument, shall mean an instrument filed or the filing of a legal instrument in the official land records of the County or such other place designated as the official location for filing docu-

ments affecting title to real estate in the County in order to make them a matter of public record.

Community-Wide Standard. Where the Governing Documents require compliance with the "**Community-Wide Standard**," the standard to be applied is the higher of: (a) the standard of use and operations, conduct, maintenance, and appearance generally prevailing in the Community, or (b) the minimum standards described in this Charter, Design Standards, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as Symphony Park matures.

Maintenance. All references in this Charter to "**maintenance**" shall refer to maintenance, repair, and, except as otherwise specifically conditioned in this Charter, replacement.

Notice. All references in this Charter to "**notice**" or "**notify**" or any derivative of such terms shall be deemed to refer to written notice by personal delivery, United States mail, private carrier, or, with written confirmation of transmission, by facsimile or electronic mail.

Notices shall be deemed to have been duly given and effective:

(a) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(b) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(c) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

Chapter 2
Community Administration

The Project Owner, Founder, the Association, and the Parcel Owners all have a role in the functioning of Symphony Park and in helping to fulfill the vision and goals for the Community. This chapter identifies those parties and describes their roles in administering Symphony Park.

2.1. The Founder

The Founder is the development manager of Symphony Park. The Governing Documents set forth the founding principles that will guide the development and operation of the Community.

Various rights are reserved to the Founder in the Governing Documents with respect to development and administration of Symphony Park, including the right to submit additional property to this Charter, to appoint a majority of the members of the Association's board of directors ("**Board**"), and those rights set forth in Chapters 18 and 19 (collectively, "**Founder Rights**"). The Founder may exercise such rights during the "**Development and Sale Period**". Unless the Governing Documents provide otherwise, the Founder's Rights shall terminate at the end of the Development and Sale Period.

The Development and Sale Period is the period of time during which the Project Owner owns real property in Symphony Park for development and sale or has an unexpired option to expand the Community pursuant to Chapter 18. Notwithstanding the above, the Founder, in a recorded instrument, may terminate any or all of the Founder Rights prior to the termination of the Development and Sale Period.

During the "**Founder Control Period**," the Founder is entitled to appoint a majority of the members of the Association's board of directors ("**Board**"). The Founder Control Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

(a) sixty (60) days after the conveyance of seventy- five percent (75%) of the maximum number of Parcels that may be created as a part of Symphony Park (as identified in Section 3.1) to Persons other than the Project Owner or Parcel Developers holding title for purposes of construction and resale;

(b) five (5) years after all "declarants" (as defined in the Act), including the Project Owner, the Founder, and Parcel Developers have ceased to offer Parcels or undivided Sub-Units (as defined in Section 3.1) for sale in the ordinary course of business;

(c) five (5) years after any right to add new Parcels to this Charter was last exercised; or

(d) when the Founder declares in a recorded instrument.

For purposes of determining when the Founder Control Period terminates, a Parcel for which a Parcel Association (as defined in Section 2.4) is created shall be deemed conveyed at such time as the board of directors for such Parcel Association is elected by the owners of individual condominium units within such Parcel, as opposed to the Parcel Developer (as defined in Section 2.5).

The Founder's rights and status under the Governing Documents may be assigned to any person who takes title to any portion of Symphony Park or any property described on Exhibit "B" attached hereto (the "**Additional Property**"). Such assignment shall be made only in a recorded instrument signed by the Founder, the Project Owner, and the assignee. In addition, the Founder has been appointed by the Project Owner and the Project Owner has the power and au-

thority to remove the Founder and appoint a replacement Founder.

2.2. The Association

The Association is the entity primarily responsible for managing and administering Symphony Park in accordance with the Governing Documents. The Association may exercise all rights and powers which the Governing Documents and Nevada law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

2.3. The Board

On most matters, the Association acts through the Board and the Board may exercise the Association's rights and powers without a vote of the membership. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of Association members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances), and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards of conduct set forth in the By-Laws.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Area, as defined in Section 3.1, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

2.4. The Parcel Owners

Each Person that holds record title to a Parcel is referred to in the Governing Documents as a "**Parcel Owner**." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered a "Parcel Owner." If a Parcel has more than one (1) Parcel Owner, each co-Owner is jointly and severally obligated to perform the responsibilities of the Parcel Owner under the Governing Documents.

Every Parcel Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in this Charter.

One (1) or more Parcels within Symphony Park may include Sub-Units (defined in Section 3.1) for which a separate condominium or other owners association must be formed to administer additional covenants applicable to that particular development. Any such condominium or other owners association is referred to in this Charter as a "**Parcel Association**;" provided, in the case of a Parcel which is governed by a master condominium or other owners association containing one or more subordinate sub-associations, the master condominium or owners association for the Parcel, and not the sub-association(s), shall be the Parcel Association with respect to such Parcel.

If a Parcel Association is formed for any Parcel, unless otherwise provided in the Governing Documents, the Parcel Association shall act on behalf of the owners of Sub-Units ("**Sub-Unit Owners**") within the Parcel, shall be deemed the Parcel Owner for such Parcel for all purposes under this Charter, and shall be the member of the Association with respect to such Parcel. Sub-Unit Owners shall *not* be Parcel Owners under this Charter and are *not* members of the Association.

2.5. Parcel Developers

Much of the responsibility and credit for helping to create Symphony Park rests with the "**Parcel Developers**" -- those Persons who acquire or ground lease Parcels for operation, development and/or resale in the ordinary course of their business. The Founder may extend any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community to all or any of the Parcel Developers, provided, however, that (i) the Project Owner must approve any such extension and (ii) all Parcel Owners are provided with notice of such extension at least thirty (30) days prior to the effective date of such extension.

2.6. Mortgagees

If a Parcel is made subject to a mortgage or other form of security instrument affecting title to a Parcel ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 17.

Chapter 3
Community Structure and Organization

Symphony Park consists of Parcels intended for operation and control by individual Parcel Owners, as well as property that the Association operates and controls and that is intended for common use by all Parcel Owners. Parcels may be assigned to Service Areas to permit the Association to provide special services and benefits to particular Parcels within the Community.

3.1. Property Designations Within the Community

Parcels. A "**Parcel**" is a portion of Symphony Park, whether improved or unimproved, which may be independently owned and conveyed and is intended for development, use, and occupancy in a manner consistent with the Master Plan, but excluding property dedicated to governmental bodies. With respect to any portion of Symphony Park that is governed by a Parcel Association, the term Parcel shall refer collectively to all Sub-Units and any common area or common elements subject to such Parcel Association and not to individual condominium or other independently conveyable units ("**Sub-Units**") within the Parcel. The term Parcel shall refer to the land or air space that is part of the Parcel as well as any improvements thereon.

Up to seventeen (17) Parcels and up to ten thousand (10,000) Sub-Units (collectively, "**Maximum Parcels**") may be created within Symphony Park; provided, there shall be no obligation to create or otherwise develop such maximum number of Parcels.

The vertical boundaries of each Parcel shall be the planes formed by the boundaries shown on a recorded Plat or as may otherwise be described in a declaration of condominium or other covenants with respect to such Parcel. The Parcels shall have no horizontal boundaries unless otherwise specified in a recorded declaration of condominium or other covenants relating to such Parcel.

Each Parcel shall be identified by a unique number and/or letter on the recorded Plat depicting such Parcel.

Common Area. Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Parcel is referred to as "**Common Area**". The Common Area also includes any property that the Association holds under a lease, license, and/or easement in favor of or held by the Association.

Limited Common Area. Any portion of the Common Area may be designated as "**Limited Common Area**" and assigned for the exclusive use or primary benefit of less than all Parcels or Parcels in specified portions of the Community. Limited Common Areas might include such things as entry features, parking facilities, and green space, among other things.

Perimeter Areas. The area on each Parcel shown on Exhibit "F" attached hereto which include perimeter sidewalks, light poles and/or landscaping areas, and special Service Areas, including any utilities exclusively serving such areas (the "**Perimeter Areas**"). The final size and design of any Perimeter Areas may vary from the areas set forth on Exhibit "F" and the Founder shall have the right to permit and accept Perimeter Areas that vary from those shown on Exhibit "F";

3.2. Service Areas

Parcels may also be part of one (1) or more "**Service Areas**" in which particular Parcels share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Parcels within

the Community. For example, and without limitation, the Association may provide maintenance services to similarly situated Parcels which are not provided to other Parcels. Any decision to provide such services shall be on a consistent and fair basis among the Parcels. A Parcel may be assigned to more than one (1) Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Parcels that are not contiguous.

The Founder may initially designate Service Areas (by name or other identifying designation) and assign Parcels to a particular Service Area in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend a Supplement to change Service Area boundaries, subject to (a) existing service contracts between the Association and service vendors and (b) written approval (which approval shall not be unreasonably withheld) of all Parcel Owners actually affected by the change in Service Areas.

In addition, the Board may, by resolution, designate Service Areas and assign Parcels to them upon approval of the Parcel Owners affected by the proposed designation pursuant to Section 12.2. Any such Service Area designated by the Board shall be documented in a Supplement pursuant to Section 12.2.

The Owners of Parcels within each Service Area may elect a "**Service Area Committee**" in accordance with the By-Laws to represent and act on behalf of such Parcel Owners with respect to the services and benefits that the Association provides to the Service Area; provided, for so long as the Founder, any Founder Affiliate, or the Project Owner is the Owner of a Parcel within a Service Area, the Founder may appoint the members of the Service Area Committee.

Chapter 4
Association Membership and Voting Rights

The Association is the entity through which each Parcel Owner participates in the governance and administration of Symphony Park. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Parcel Owners allow the Parcel Owners to participate in administration of the Community and influence major decisions.

4.1. Membership

The Association initially has two (2) classes of membership: the Owner Membership, which is comprised of all Parcel Owners, and the Founder Membership, which consists solely of the Founder.

(a) ***Owner Membership.*** Every Parcel Owner is automatically a "**Member**" of the Association.

There shall be only one (1) membership per Parcel. If more than one (1) Person is the Parcel Owner, all co-Parcel Owners shall share the privileges of such membership. The exercise of membership privileges is subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws.

If a Parcel Owner is a Parcel Association or other corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Parcel Owner designates from time to time in writing to the Association's Secretary.

Notwithstanding the above, all co-Parcel Owners of a Parcel are jointly and severally obligated to perform the responsibilities of a Member as it relates to their respective Parcel.

(b) ***Founder Membership.*** The Founder holds the sole Founder Membership. The Founder Membership shall terminate upon termination of the Founder Control Period, or on such earlier date as the Founder or Project Owner determines and declares in a recorded instrument.

The Founder may, by Supplement, create additional classes of membership comprised of the Parcel Owners of Parcels within any portion of Symphony Park. The Founder shall specify in any such Supplement the rights, privileges, and obligations of the members of any class of membership created by that Supplement. No such additional class of membership may have any voting rights hereunder if such class of membership does not pay assessments hereunder. Notwithstanding the foregoing, the written approval (which approval shall not be unreasonably withheld) of a Parcel Owner shall be required for the creation of additional classes of membership if the creation of such additional classes of membership shall affect in any way the rights, privileges or obligations of such Parcel Owner.

4.2. Voting

Each Parcel shall be allocated the number of votes corresponding to the number of "**Equivalent Units**" assigned to the Parcel in accordance with the formula set forth in Exhibit "D," subject to any limitations on voting set forth in this Charter and the other Governing Documents. No vote shall be exercised for any Parcel exempt from assessment under Section 14.8. Further, during the period of the Founder Membership, the Founder's consent shall be required for actions of the Board, the membership, and committees, as specifically provided in the Governing Documents.

Parcel Owners may exercise voting rights as set forth in the By-Laws. If more than one (1) Person comprises the Parcel Owner, the vote for such Parcel shall be exercised as the co-Parcel Owners holding a majority of the ownership interest in the Parcel determine among themselves. Any co-Parcel Owner may cast the vote for the Parcel and majority agreement shall be conclusively presumed unless another co-Parcel Owner of the Parcel protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Parcel's vote shall be suspended if two (2) or more co-Parcel Owners seek to exercise it independently and inconsistently. Sub-Unit Owners shall not be considered co-Parcel Owners under this Charter.

With respect to any Parcel for which a Parcel Association is created, in all instances the vote for such Parcel shall be exercised by the board of directors of such Parcel Association, as the Parcel Association's directors determine among themselves.

4.3 Parcel Ground Lessees

The term **"Parcel Ground Lessee"** means a Person that is ground leasing a Parcel from a Parcel Owner pursuant to a Parcel Ground Lease. The term **"Parcel Ground Lease"** means a written ground lease of a Parcel whereby a Parcel Owner ground leases its respective Parcel to a Person for a period of no less than ten (10) years. A Parcel Owner shall have the right to designate a Parcel Ground Lessee of such Parcel Owner's Parcel as the Member for such Parcel for purposes of this Chapter 4, including, without, limitation, the power to exercise pursuant to Section 4.1 all voting rights associated with such Parcel. Such designation shall be in writing and shall contain such information as reasonably required by the Board. Such designation may be unilaterally revoked by the designating Parcel Owner by written revocation of such designation provided to the Board.

Chapter 5
Design Standards Compliance

All Parcel Owners are required to uphold minimum design, landscaping, and general appearance standards with respect to their Parcels as required by the Design Standards. This chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Parcels.

5.1. General

(a) ***Design Standard Ordinance.*** All structures, improvements, landscaping, signage, and other items placed on any portion of a Parcel in a manner or location visible from outside of any structures (collectively, "**Improvements**") are subject to the standards and approval process set forth in the Design Standards. No independent review or approval by the Founder, Project Owner or Association of the design of any Improvements which have been approved pursuant to the Design Standards is required under the Governing Documents.

No approval is necessary to rebuild or restore damaged structures in a manner consistent with the plans and specifications most recently approved for such structures or to do work that does not cause material change to the exterior appearance of the structure. Generally, no approval is required for work done to the interior of any structure; however, interior modifications to a structure that materially change the exterior appearance of the structure do require prior approval.

Any Improvement on a Parcel shall be designed by and built in accordance with the plans and specifications of a licensed architect or engineer.

Review under this chapter is not a substitute for and shall apply in addition to any approvals or reviews required by the City or any other governmental agency or entity having jurisdiction over architectural or construction matters.

5.2. Design Review Compliance

(a) ***Compliance Review.*** No construction of any Improvement subject to the Design Standards may begin on any Parcel until such improvements have been approved pursuant to the Design Standards and copies of all approvals have been provided to the Association. All Improvements subject to the Design Standards will be constructed and maintained in compliance of the Design Standards and the terms and conditions of all approvals issued pursuant to the Design Standards.

Copies of (a) all applications, correspondence, plans, designs, specifications and all other submittals made under the Design Standards, (b) all correspondence and approvals issued pursuant to the Design Standards and (c) the final plans and specifications for the construction of the Improvements shall be provided concurrently to the Founder during the Founder Control Period and thereafter to the Association.

Prior to the commencement of the construction of any Improvements subject to the Design Standards for which final approvals have been provided pursuant to the Design Standards, copies of all permits issued in connection with the construction of the Improvements shall be delivered to the Founder during the Founder Control Period, and thereafter the Association to determine compliance with such final approvals. No construction of Improvements may commence until such time that the Founder or the Associa-

tion has confirmed in writing compliance with such final approvals. The Founder or Association, as the case may be, shall notify the Parcel Owner within fifteen (15) days as to the compliance with such final approvals. In the event the Founder or the Association fails to respond in the required time, approval shall be deemed conclusively to be given.

The Founder or the Association, as the case may be, may designate one or more Persons to act on its behalf in reviewing and determining Design Standards compliance. (the "**Reviewer**").

The Reviewer may establish and charge reasonable fees for its review and determination of Design Standards compliance. Such fees may also include reasonable costs actually incurred in having professionals review any proposed Improvements plans and specifications. The respective Parcel Owner seeking approval shall pay all such fees.

5.3. Limitation of Liability

This chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Symphony Park; they do not create any duty to any Person. The Founder, Association or the Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Parcel Owners.

The Project Owner, the Founder, Founder Affiliates, the Association, its officers, the Board, any committee, the Reviewer and member of any of the foregoing shall not be liable for and assume no responsibility for (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder or for the accuracy or completion of construction in accordance with such plans; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on, or modifications to, any Parcel; (e) review or approval pursuant to the Design Standards; or (e) any loss or damage relating to the economic viability of any business or enterprise operated on a Parcel. In all matters, the Association shall defend and indemnify the Founder, the Board, the Reviewer, and the members of each, as provided in the By-Laws.

5.4. Certificate of Compliance

Any Parcel Owner may request in writing that the Association issue a certificate of compliance certifying that there are no known violations of this Chapter 5. The Association shall either grant or deny such written request within thirty (30) days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Association from taking enforcement action against a Parcel Owner for any condition known to the Association on the date of such certificate.

If no violations of this Chapter 5 are known to the Association, then the Founder or the Association, as the case may be, shall issue the requested certificate of compliance. If the requested certificate of compliance is denied, the Founder or the Association, as the case may be, shall provide the Parcel Owner with a list of known noncompliance issues. If the Association fails to respond to a Parcel Owner's request for a certificate of compliance within the time period specified above, then the requested certificate of noncompliance shall be deemed issued to the requesting Parcel Owner.

5.5 Final Approved Floor Plans.

No later than thirty (30) days after completion of and issuance of a certificate of completion for

any Improvements, the respective Parcel Owner shall deliver to the Association the final approved architectural floor plans and elevations for the Improvements, copies of all certificates of completion and occupancy issued in connection with the Improvements, any final condominium subdivision maps and any other reasonably requested material to assist the Founder during the Founder Control Period and thereafter the Association in determining the number of Equivalent Units to be assigned to the respective Parcel pursuant to Exhibit "D".

5.6 Temporary Signage

All signage in Symphony Park shall be required to comply with the Rules, including any signage guidelines adopted by the Association and implemented as a Rule.

Chapter 6
Maintenance, Repair, and Replacement

This chapter describes the Parcel Owners' responsibilities for maintenance and repair of their Parcels and for insuring their Parcels against property damage so that funds will be available for repair and restoration as needed.

6.1. Maintenance by Parcel Owners

Each Parcel Owner shall maintain its entire Parcel, including all Perimeter Areas and Perimeter Improvements on the Parcel, structures, landscaping, and other Improvements comprising the Parcel, in a safe, clean, neat, and attractive manner, in good condition and repair, free of trash and debris, and consistent with the Governing Documents, the Design Standards and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Charter, any Supplement, or by law.

A Parcel Owner is precluded from altering, improving, or otherwise physically modifying any portion of the Perimeter Areas and Perimeter Improvements contained on its Parcel, including as described in this paragraph, except to the extent expressly permitted under this Charter and/or with approval under Chapter 5 and the Design Standards.

In addition, upon the Board's determination that the level and quality of maintenance then being provided on a Parcel is not consistent with the Community-Wide Standard, and after notice and an opportunity to cure as provided in Section 8.2, the Association is authorized to enter the Parcel to perform at the Association's discretion maintenance on a Parcel and assess the costs of providing such maintenance against the Parcel Owner. The Association shall treat all similarly situated Parcels with reasonable uniformity.

6.2. Maintenance by the Association

As further described in Section 11.2, the Association shall maintain the Common Area in a manner consistent with the Governing Documents and the Community-Wide Standard.

The Association shall also assume maintenance responsibility for all or part of any Parcel, upon designation of the Parcel or a part of the Parcel as a portion of the Common Area.

6.3. Maintenance and Repair of Party Walls and Similar Structures

Except as may otherwise be provided by law, a written agreement between Parcel Owners of adjacent Parcels irrespective of streets, or a Supplement shall be entered into by such Parcel Owners providing the following:

(a) Any portion of any Improvement built to serve and/or separate any two adjoining Parcels shall be considered a party structure. The Parcel Owners whose Parcels are served by the party structure jointly and severally shall share the responsibility for repair and maintenance of a party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, the Parcel Owner of any Parcel which is served by the structure may restore it at its expense.

(c) To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure.

The terms of any written agreement between Parcel Owners of adjacent Parcels, or the terms of any Supplement applicable to such Parcels,

shall control over this section in the event of a conflict.

6.4. Responsibility for Repair and Reconstruction

(a) ***Scope of Maintenance Responsibility.*** Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair, replacement, and reconstruction as necessary to maintain the property to a level consistent with the Community-Wide Standard.

(b) ***Obligation to Repair and Reconstruct.*** The development and uses of the various Parcels within Symphony Park are interdependent to a significant degree. As such, each Parcel Owner covenants and agrees that, within ninety (90) days after any damage to or destruction of an Improvement on a Parcel, including Perimeter Improvements, the Parcel Owner shall commence repair or reconstruction in a manner consistent with the original plans and specifications for such Improvement and, thereafter, shall diligently pursue repair or construction of the structure to completion. If (i) insurance proceeds, estimates of the loss, or both are not available within such ninety (90) day period or (ii) any other matter beyond the reasonable control of the Parcel Owner occurs which prevents the commencement or repair within such ninety (90) day period, then the ninety (90) day period shall be extended for a reasonable period of time in order that such funds or information is available or such matter no longer prevents commencement of construction or repair. Upon written request of the Parcel Owner within sixty (60) days after such damage or destruction occurs, the Board may, in its discretion, extend the period within which construction must commence and/or permit reconstruction in accordance with alternative plans and specifications approved in accordance with Chapter 5. The Parcel Owner shall pay any costs that insurance proceeds do not cover.

(c) ***Enforcement Rights.*** Subject to Section 6.4(b), in the event a Parcel Owner fails or refuses to repair or reconstruct an Improvement on its Parcel in accordance with this section, the Association, after notice and an opportunity to cure as provided in Section 8.2, is authorized to (i) enter the Parcel and demolish the damaged or destroyed structure or other Improvement; (ii) remove all debris associated with such demolition; and (iii) sod, pave, or otherwise landscape the area in a manner consistent with the Community-Wide Standard. The Association's costs incurred in connection with its actions under this sub-section shall be assessed against the Parcel and the Parcel Owner as a Specific Assessment under Section 14.4.

(d) ***Equivalent Units.*** In the event of damage to or destruction of an Improvement on a Parcel, the Parcel shall continue to be assigned the number of Equivalent Units for assessment and voting purposes as were assigned to the Parcel immediately prior to such damage or destruction.

(e) ***Community-Wide Standard.*** Notwithstanding the obligation to repair and reconstruct Improvements on a Parcel, the Parcel Owner shall be responsible at all times for maintaining the Parcel in a manner consistent with the Community-Wide Standard.

Chapter 7
Use and Conduct

This chapter sets forth basic standards regarding use, occupancy, and transfer of interests in Parcels. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct, and activities within Symphony Park to address changes over time.

7.1. Use, Occupancy, and Transfer of Interests in Parcels

(a) ***Leasing.*** For purposes of this Charter, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Parcel or any portion of a Parcel by any Person other than the Parcel Owner, for which the Parcel Owner receives any consideration or benefit.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Parcel are bound by, and obligated to comply with, the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

The Parcel Owner is responsible for providing the tenant copies of the Governing Documents.

(b) ***Transfer of Title.*** Any Parcel Owner desiring to sell or otherwise transfer title to its Parcel shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require within ten (10) days of such transfer. In addition, a Parcel Association shall provide the Board such notice with respect to the transfer of title to a Sub-Unit. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Parcel Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

(c) ***Subdivision and Combination of Parcels.*** No Person other than the Project Owner shall subdivide (except in connection with the creation of Sub-Units) or change the boundary lines of any Parcel without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Parcel(s). In addition, the Founder's consent is required for any such action during the Development and Sale Period.

(d) ***Prohibited Uses.*** In addition to uses that are restricted by zoning or the Master Plan, the following uses are prohibited within Symphony Park:

(i) trailer courts, mobile home parks, recreation vehicle campgrounds, and facilities for the sales or service of mobile homes or trailers;

(ii) junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicles sales operations or dealerships (with the exception of high end auto sales that are ancillary to the principal use of a Parcel and are operated completely within a building and do not involve any motor vehicle servicing or repair of any sort), motor vehicle dismantling operations, auto repair and auto painting operations, car washes (with the exception of hand car washing operations conducted within off-street parking garages solely for residents, office users or hotel guests within Symphony Park), and sanitary landfills;

(iii) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the premis-

es from authorized uses in a clean and sanitary manner;

(iv) the following uses shall be permitted only if operated fully within buildings and are not visible from the street: consignment shops , pawn shops, thrift stores, fleas markets, salvage businesses, or discount stores whose merchandise consists primarily of used goods or merchandise, excess inventory, discontinued items, and/or goods acquired through liquidation of other businesses or fire or bankruptcy sales; provided, (a) periodic Association sponsored or sanctioned events or activities on the Common Area (such as, without limitation, craft fairs, arts festivals, or farmers markets) shall be permitted, (b) wine consignment shops will be permitted within street level retail establishments and (c) sale of jewelry and precious gems on consignment will be permitted within street level retail establishments if done in connection with an overall retail or wholesale jewelry sale operation;

(v) truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use which is not prohibited);

(vi) any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude the following which are permitted (a) tanning, massage, or other services offered by fully clothed, trained personnel as part of a hotel, a legitimate fitness, health, or tanning facility, a day spa operation that also offers beauty, body care, skin care, or similar services; (b) partially dressed male or female employees of a bar or nightclub otherwise permitted under this Charter and (c) adult themed shows, including shows with full or partial nudity, within casino resorts operating pursuant to a non-restricted gaming license;

(vii) "adult entertainment uses," which shall include, for the purposes of this Charter, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (A) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the following which are permitted (i) the sale or rental of movies, films, or videos for in-room viewing within a hotel or (ii) adult themed shows, including shows with full or partial nudity, within casino resorts operating pursuant to a non-restricted gaming license); or (B) sexually explicit games, toys, devices, or similar merchandise;

(viii) tattoo parlors, body piercing shops, and so-called "head shops" (*i.e.*, shops offering or promoting illegal drug paraphernalia or items intended for or commonly associated with the use of illegal drugs);

(ix) motor and freight terminals mini-warehouses, and warehouse/distribution centers;

(x) except within the area of Symphony Park designated as a foreign trade zone and only in connection with jewelry and precious gems, any facility for the dyeing and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum (except as may be incidental to a use which is not prohibited);

(xi) dry cleaning plants; provided, facilities for drop-off or pick-up of items dry cleaned outside of Symphony Park are permitted;

(xii) engine and motor repair facilities (except in connection with any permitted automobile service station);

(xiii) heavy machinery sales and storage facilities;

(xiv) Money lending services except (i) as part of recognized banking institution, invest-

ment or brokerage institution or (ii) if operated fully within buildings and are not visible from the street; provided that the extension of credit by hotels or other permitted operations to their customers is not prohibited hereunder; and

(xv) any other use which would cause or threaten the cancellation of any insurance maintained by the Association, or which would measurably increase insurance rates for any insurance maintained by the Association or Parcel Owners above the rates that would apply in the absence of such use, except such uses as are specifically authorized under the Master Plan.

The Governing Documents do not prohibit the planned uses of (i) the World Jewelry Center or (ii) Palmer City-Core Symphony Park Hotel, LLC, and such planned uses are in conformance with this Section 7.1. In no event shall the Founder have the authority to prohibit the planned uses of the World Jewelry Center or Palmer City-Core Symphony Park Hotel, LLC,; provided that such uses shall comply with and be subject to the Governing Documents, including the prohibition of the uses set forth in Section 7.1(d).

(e) ***Retail Uses Allocation***. It is the intent of the Master Plan that retail uses within Symphony Park be allocated among the various Parcels in order to attempt to achieve a mix of retail uses among the various Parcels and to attempt to allocate appropriate retail uses to the intended use of the Parcels.

Attached hereto as Exhibit "G" is a plan for the allocation of retail uses within the various Parcels (the "**Retail Uses Allocation Schedule**"). As shown in the Retail Uses Allocation Schedule, certain retail uses are prohibited within certain specified Parcels. As indicated on the Retail Uses Allocation Schedule, such specified prohibited uses are prohibited within the specific Parcels as specified on the Retail Uses Allocation Schedule.

The Founder during the Development and Sale Period and the Association thereafter shall have the authority to grant variances from the Retail Uses Allocation Schedule at their sole and unfettered discretion; provided, however, that the Founder or the Association shall under no circumstances be obligated to grant any variance. No variance shall (a) be effective unless in writing; (b) be contrary to this Charter or the Design Standards; or (c) prevent a denial of any other request for a variance from the Retail Use Allocation Schedule (including requests for variances for uses for which a variance was previously granted). A variance requires the Founder's consent during the Founder Control Period and thereafter requires the Association's written consent.

7.2. Rulemaking Authority and Procedures

The Governing Documents establish a framework of covenants and conditions that govern Symphony Park. The initial Rules attached as Exhibit "C" are a part of that framework. The Board and the Parcel Owners are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) ***Board Authority***. Subject to the notice requirements in subsection (c) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting.

(b) ***Membership Authority***. Subject to the notice requirements in subsection (c), the Parcel Owners representing a majority of the votes in the Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted.

(c) ***Notice.*** The Board shall send written notice to all Parcel Owners concerning any proposed Rule change, along with a copy of such proposed rule change, at least five (5) business days prior to the meeting of the Board or the Parcel Owners at which such action is to be considered. At any such meeting, Parcel Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Areas and regulation of traffic and parking, notwithstanding that such policies may be published as part of the Rules.

(d) ***Effective Date.*** A Rules change adopted under this section shall take effect thirty (30) days after the date on which written notice of the Rules change is given to the Parcel Owners. During the Development and Sale Period, the adoption or change of any Rule shall be subject to the Founder's approval.

(e) ***Conflicts.*** No action taken under this section shall have the effect of modifying or repealing any provision of this Charter other than the Rules. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

7.3. Protection of Parcel Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

(a) ***Similar Treatment.*** Similarly situated Parcels shall be treated similarly; however, the Rules may vary by location, use, or other distinct characteristics of areas within Symphony Park.

(b) ***Activities Within Parcels.*** No Rule shall interfere with any permitted use of a Parcel, except that the Association may prohibit activities which are inconsistent with the Master Plan, that create monetary costs for the Association or other Parcel Owners, that create a danger to anyone's health or safety, that create unsightly conditions visible from outside of a structure, or that are an unreasonable source of annoyance. In addition, Section 7.1 prohibits or restricts certain uses within a Parcel.

(c) ***Allocation of Burdens and Benefits.*** No Rule shall alter the allocation of financial burdens among the various Parcels or rights to use the Common Area to the detriment of any Parcel Owner over that Parcel Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available (provided that such change does not adversely affect a Parcel Owner over that Parcel Owner's objection given in writing), from adopting generally applicable rules for use of Common Area(provided that such change does not adversely affect a Parcel Owner over that Parcel Owner's objection given in writing), or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 14.

(d) ***Leasing and Transfer of Parcels.*** No Rule shall prohibit leasing or transfer of any Parcel or require approval prior to leasing or transferring a Parcel.

(e) ***United States Flag.*** No Rule shall prohibit or restrict any Person from display of the flag of the United States in a manner required to be permitted under the Act.

(f) ***Abridging Existing Rights.*** No Rule shall unreasonably interfere with the permitted use or operation of a Parcel in full compliance with this Charter and the Rules in effect immediately prior to the enactment of such Rule. In addition, no Rule shall require that a Parcel Owner dispose of personal property kept in or on

a Parcel in compliance with the Rules in effect at the time such personal property was brought onto the Parcel.

(g) ***Reasonable Rights to Develop.*** No Rule may unreasonably interfere with the Founder's or any Parcel Owner's ability to develop, market, and sell property described in the Master Plan.

(h) ***Interference with Easements.*** No Rule may unreasonably interfere with the exercise of any easement.

(i) Non-public Nature of Common Areas and Perimeter Areas. All Common Areas and the Perimeter Areas (including the sidewalks located in the Perimeter Areas) are (i) privately owned and (ii) intended for the sole use of the Parcel Owners, the Association and their tenants, guests and invitees. The Common Areas and the Perimeter Areas are not open to public use and are not public forums. The Association, and the Parcel Owners have the right to exclude and remove any persons not permitted to be on the Common Areas and the Perimeter Areas (provided that Parcel Owners shall have such right only in connection with their respective Parcels).

7.4. Parcel Owners' Acknowledgment and Notice to Purchasers

By accepting a deed or by assuming the role of a Parcel Association, as applicable, each Parcel Owner acknowledges and agrees that the use, enjoyment, and marketability of its Parcel is limited and affected by the Rules, which may change from time to time, subject to the limitations and protections provided in this chapter. All Parcel purchasers are hereby notified that the Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document.

A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

7.5. Construction Activities on Parcels

The development and construction of Improvements within any Parcel shall not unreasonably interfere with the use, operation, or enjoyment of other portions of Symphony Park. In addition, construction staging areas on the Parcels shall be adequately screened at all times. The Founder or the Board may impose more specific regulations governing development and construction activities, including, without limitation, the screening of construction staging areas and site management plans; provided, however that any such specific regulations shall not unreasonably interfere with any Parcel Owner's ability to construct improvements on its respective Parcel.

Chapter 8
Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Parcel Owners and operators within Symphony Park. This chapter sets forth the obligation to comply and the remedies available to the Association for noncompliance.

8.1. Compliance

Parcel Owners must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter. In addition, each Parcel Owner shall be jointly and severally responsible with the tenants of its Parcel for, and may be sanctioned for, any violation of the Governing Documents by such Persons, and for any damage to the Common Area that such Persons may cause.

8.2. Remedies for Non-Compliance

The Association, the Founder, and every affected Parcel Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents. Such rights shall be enforced on a consistent basis.

(a) ***Sanctions Requiring Prior Notice and Hearing.*** Except in the event of an emergency in which event no notice is required, after written notice to the violator and the Parcel Owner, if different, and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, consistent with those permitted under the Act, which shall constitute a lien upon the violator's Parcel.

In the event that any tenant, occupant, guest, or invitee of a Parcel violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator. The Parcel Owner shall remain jointly and severally obligated with such violation to pay the fine; provided that if the Parcel Owner is diligently and in good faith taking judicial action to evict such tenant, occupant, guest, or invitee who is violating the Governing Documents, then the Parcel Owner shall not be required to pay the fine during the time a judicial action is pending for eviction, provided further that if such judicial action is not successful in evicting or otherwise ceasing such violation, then the Parcel Owner shall be required to pay the fine;

(ii) suspend a Parcel Owner's right to vote (except that no hearing is required if the Parcel Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association);

(iii) suspend services the Association provides to a Parcel (except that no hearing is required if the Parcel Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association);

(iv) require a Parcel Owner, at the Parcel Owner's expense, to perform maintenance or to remove any structure or other Improvement on such Parcel Owner's Parcel in violation of the Governing Documents and to restore the Parcel to its previous condition. The Board's agent or representative may enter the property and exercise self-help to remove or cure a violating condition if a Parcel Owner fails to take action as required;

(v) exercise self-help or take action to abate any violation of the Governing Documents occurring on a Parcel in a non-emergency situa-

tion (including removing personal property that violates the Governing Documents);

(vi) levy Specific Assessments to cover costs incurred by the Association to bring a Parcel into compliance with the Governing Documents; and

(vii) record a notice of violation with respect to any Parcel on which a violation exists.

(b) ***Other Sanctions.*** The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Parcel in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property;

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or

(iii) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(c) ***Founder's Right to Impose Sanctions.*** In the event that the Association fails or refuses to take action or impose sanctions under this Article after notice from the Founder of a violation of the Governing Documents, the Founder, only during the Development and Sale Period, or the Project Owner shall have the right to levy monetary fines on behalf of the Association after notice and hearing in the same manner as the Association under Section 8.2(a). In addition, the Founder may exercise self-help or take action to abate a violation or bring suit at law or in equity in the same manner as the Association under Section 8.2(b).

8.3. Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) a technical violation is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other provision.

8.4. Attorneys Fees and Costs

In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

Chapter 9
Promotion of Symphony Park

This chapter provides for the Association's right to participate in promoting Symphony Park.

9.1. Authority

The Association may establish and implement programs and activities designed to promote Symphony Park, including activities designed to project a positive image, and increase awareness and support of Symphony Park. The Association's promotional activities may include, but are not limited to, market research, public relations, and advertising services. It may engage in joint enterprises with other Persons or groups to accomplish its promotional goals. It also may provide various services which the Board deems appropriate, such as programs designed to create employment opportunities within Symphony Park.

Each of the Association's annual operating budgets shall contain a maximum amount (as determined by the Board in its reasonable discretion) which can be expended annually on such promotional activities. The promotional programs and activities will be for the promotion of Symphony Park, provided, however, that the Association may promote single events or components within Symphony Park, so long as the Board deems the promotion of single events or components to be reasonably related to the promotion of Symphony Park as a whole.

The Association's activities may be on-site, off-site, within, and outside of the State of Nevada and may be conducted in cooperation with Persons who are not affiliated with Symphony Park.

The Association's costs incurred in the promotion of Symphony Park under this chapter shall be a Common Expense assessed against all Parcels as a part of the Base Assessment under Chapter 14.

9.2. Advisory Committee

The Board may appoint an advisory committee to assist the Association in developing and implementing promotional activities and programs for Symphony Park. If appointed, an advisory committee shall consist of not less than three or more than seven persons, who may, but need not, be Parcel Owners or representatives of Parcel Owners. Such committee may include marketing, advertising, or similar professionals, whose compensation, if any, shall be established by the Board. Parcel Owners and representatives of Parcel Owners shall not be compensated for serving on any such committee. An advisory committee shall conduct itself in accordance with the Board's resolution establishing the committee. During the Development and Sale Period, the Founder shall be an *ex officio* member of any such advisory committee.

Chapter 10
RESERVED

Chapter 11
Property Management

This chapter establishes the Association's obligation to accept ownership or other responsibility for property that the Founder designates as Common Area and to maintain, operate, and insure it for the benefit of Symphony Park.

11.1. Acceptance and Control of Association Property

(a) ***Transfers and Conveyances by the Founder.*** The Project Owner, the Founder, Founder Affiliates, or their respective designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Community, and the Association may accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests.

Upon the Founder's written request, the Association shall reconvey to the Project Owner or other third parties designated by the Founder any real property originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

(b) ***Management and Control.*** The Association is responsible for management, operation, and control of the Common Area. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of Common Area facilities by persons other than Parcel Owners and occupants of Parcels and may charge use fees in such amount as the Board may establish for such use.

11.2. Maintenance of Area of Common Area

The Association shall maintain the Common Area in accordance with the Community-Wide Standard, provided, however, that the Perimeter Areas and Perimeter Improvements shall be maintained by the Parcel Owners as set forth in Chapter 6. The Common Area includes without limitation:

(a) the Common Area, including the SPMA Park;

(b) common utilities, common telecommunication facilities and other common use utilities or similar facilities, if any; and

(e) such portions of any Additional Property as may be dictated by the Founder during the Development and Sale Period, this Charter, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities or other obligations hereunder.

Notwithstanding anything to the contrary contained in the Governing Documents, each Parcel Owner will be constructing and installing all improvements into the Perimeter Areas as required by the Design Standards (the "Perimeter Improvements"), including sidewalks, street lighting and landscaping. By accepting a deed or by assuming the role of a Parcel Association, each Parcel Owner (a) hereby agrees and warrants for itself and its successors and assigns that all Perimeter Improvements shall be designed and con-

structed in good and workmanlike manner in full compliance with all governmental requirements and the Design Standards and (b) hereby agrees for itself and its successors and assigns to repair at its sole cost and expense any defects in the design and construction of the Perimeter Improvements. All Perimeter Improvements must be completed prior to any occupancy of any improvements on a Parcel

11.3. Operation of Common Area and Perimeter Areas

In its discretion, the Board may (a) temporarily close streets, sidewalks, or other portions of the Common Area or the Perimeter Areas to accommodate street fairs, festivals, or other events within Symphony Park (subject to such notice or approval requirements that the City may require; (b) establish reasonable operating hours for the Common Areas, which may vary by season; or (c) temporarily close or interrupt operation of the Common Areas or Perimeter Areas as it may determine appropriate to perform maintenance or repairs. The Board shall not unreasonably interfere with the operations on a Parcel and shall endeavor to provide advance notice to any affected Parcel Owner in connection with the exercise of any rights hereunder. Notwithstanding the above, the Association may not install or permit the installation of speed bumps on any street within Symphony Park without the prior approval of the City.

11.4. Restoring Damaged Improvements within the Common Area

In the event of damage to or destruction of portions of the Common Area, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall retain for the benefit of all Parcel Owners, or the Parcel Owners within an affected Service Area, as the Board deems appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Parcel Owners, levy Special Assessments to cover the shortfall.

11.5. Relationships with Other Properties

The Association may enter into contractual arrangements or may be bound by a recorded covenant to provide for sharing of costs between Symphony Park and the owner(s) of adjacent properties for the (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services. During the Founder Control Period, the Association shall enter into such agreements or covenant upon the Founder's request.

Chapter 12
Provision of Services

In addition to its property management role, the Association is a vehicle for providing a variety of services for the benefit of Symphony Park at large and individual Parcels. This chapter describes some of the services the Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Community.

12.1. Provision of Services

The Association may arrange for or provide services to Parcel Owners and their Parcels, directly or through "arms-length" contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Parcels, or it may offer various services at the option of particular Parcels, or both. By way of example and not limitation, such services might include such things as utilities, fire protection, security, trash collection, landscape maintenance, pest control, telecommunications, cable television and Community Service Systems (as described in Section 12.3).

Any Association contract for services may require individual Parcel Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Parcel Owner or the occupants of a Parcel, may result in termination of services provided to such Parcel. Any such termination shall not relieve the Parcel Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Parcel as a Common Expense or Service Area Expense pursuant to Chapter 14.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

Any Association contract for services shall be of reasonably limited duration.

Notwithstanding anything to the contrary contained in this Section 12.1, any Parcel Owner shall have the right at the Parcel Owners sole discretion to elect not to receive any such services or be part of any such contracts except for Community Service Systems as set forth in Section 12.3 below and Community Security as provided in Section 12.4 below. In the event of any such election by a Parcel Owner, such Parcel Owner shall have no obligation to pay for such services or to enter into any contracts for such services.

12.2. Provision of Services to Service Areas

(a) ***Service Areas Designated by Founder.*** The Association shall provide services to any Service Area designated by the Founder pursuant to Section 3.2 as required by the terms of any Supplement applicable to the Service Area.

(b) ***Service Areas Designated by Board.*** In addition to Service Areas which the Founder may designate pursuant to Section 3.2, any group of Parcel Owners may petition the Board to designate their Parcels as a Service Area for the purpose of receiving from the Association (i) special benefits or services which are not provided to all Parcels, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Parcel Owners representing a majority of the votes allocated to the Parcels within the proposed Service Area based upon the assignment of Equivalent Units under Exhibit "D".

Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and submit a proposal to the Parcel Owners in the proposed Service Area stating such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Parcel Owners representing at least seventy-five percent (75%) of the total votes allocated to the Parcels within the proposed Service Area, based upon the assignment of Equivalent Units, approve the proposal in writing, the Board shall record a Supplement designating the Parcels as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 14.2(c).

Notwithstanding the above, during the Development and Sale Period, the designation of any Service Area shall require the Founder's consent.

12.3. Community Service Systems

Opportunities for Community Interaction. The Association may make use of computers, the Internet, and expanding technology for the purpose of facilitating community interaction within Symphony Park and to encourage participation in Association activities ("**Community Service Systems**"). For example, the Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, create and maintain a community wireless system, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Parcel Owners and business operators to interact and participate in Association-sponsored activities. Such right shall include, without limitation, the Association's right to select and contract with companies licensed to provide Community Services Systems in the region. The costs of creating and maintaining any such Community Service Systems shall be Common Expenses to be allocated among the Parcels as part of the Base Assessment in accordance with Chapter 14. No fees shall be directly charged to Parcel Owners.

Notwithstanding the above, there is no guarantee or representation that any particular Community Service Systems will be made available.

To the extent Nevada law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

12.4. Community Security

The Association shall have the right at its election to provide or provide for services designed to maintain or enhance a safe and secure environment within Symphony Park. The Association's responsibility in this regard shall be as, and limited, to all of the Common Areas and the Perimeter Areas within the entire Community and may include, without limitation, perimeter security services and security for other generally accessible areas within the community. The Association shall not be responsible for providing security services to any individual Parcel or business operations within Symphony Park. As more fully set forth in Section 16.2, each Parcel Owner acknowledges and agrees that the provision of security services by the Association does not guarantee the safety or security of Symphony Park, and each Parcel Owner and occupant of a Parcel, and their respective invitees, is responsible for their own personal safety and the security of their property within Symphony Park. The costs of creating and maintaining any such Community Service Systems shall be Common Expenses to be allocated among the Parcels as part of the Base Assessment in accordance with Chapter 14. No fees shall be charged directly to Parcel Owners.

12.5. Transportation Management

(a) ***Authority.*** The Founder or the Association may establish and implement a system or systems to provide transportation service within

Symphony Park, to connect with public transportation systems serving points outside of the Community, and to provide for the sharing or joint use of parking facilities within the Community (collectively, "**Transportation Systems**").

The Founder may assign to the Association such responsibilities and authority as to all or any aspect of the conception and operation of the Transportation Systems as it sees fit. The Association may establish committees, create subsidiary entities (including, but not limited to, entities formed pursuant to Section 501(c)(3) of the Internal Revenue Code), or contract with third parties for the operation and administration of all or any component of the Transportation Systems.

(b) ***Transportation Management Association.*** The Founder or the Association may establish a transportation management association ("**TMA**") for the purpose of administering or overseeing the operation of all or any of the Transportation Systems, including, but not limited to, pursuing funding or transit subsidies for the operation and promotion of the systems, coordinating and promoting use of public or community transportation and transit services, sponsoring and promoting programs and activities designed to reduce or control vehicular traffic within Symphony Park, and performing related activities. The TMA may be a committee or subsidiary of the Association.

The Founder, the Association, the TMA, or their assigns shall be authorized to perform the following functions:

(i) Impose upon any Person conducting a business within Symphony Park the requirement that they cooperate with or participate in transportation studies which assess and determine travel patterns and community needs relating to traffic and parking control;

(ii) Devise, implement, and require participation in any plan for the sharing or joint use of parking facilities, whether on a concurrent basis or on a staggered use basis and in connection with that certain form of Supplement to Community Charter for Symphony Park and Declaration of Shared Parking Covenants, Conditions and Restrictions for Symphony Park;

(iii) Make regulations and impose guidelines governing the use and operation of the Transportation Systems; and

(iv) Perform such other functions as may be necessary or appropriate for the operation, management, or monitoring of the Transportation Systems.

(c) ***Funding of Operation and Maintenance.*** The costs of operating and maintaining the Transportation System shall be a Common Expense to be allocated among all Parcels as part of the Base Assessment in accordance with Chapter 14; provided, the Founder, the Association, the TMA, or their assigns also may charge user fees for the use of any component of the Transportation Systems and seek subsidies or contributions from private or public sources to reduce the costs which must otherwise be paid through the collection of assessments. The Founder, the Association, the TMA, or their assigns shall be authorized to enter into commercially reasonable agreements, as determined in the Board's discretion, with any Person to operate all or any portion of the Transportation Systems on a commercial basis.

(d) ***Obligation to Participate; Enforcement.*** All Parcel Owners shall be obligated to abide by all regulations and guidelines imposed with respect to the Transportation Systems and to contribute to the cost of operating the Transportation System as a Common Expense of the Association.

(e) ***Conveyance of the Transportation System.*** The ownership of any component of the Transportation Systems may change at any time and from time to time by virtue of, without limi-

tation, the sale or assumption of operations to or by any independent persons or entity.

Chapter 13
Insurance

The Association is responsible for insuring against various types of risks, including damage to Common Area properties, personal injury, and liability. This chapter describes the minimum types and amounts of coverage that the Association and Parcel Owners must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

13.1. Required Coverage

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on

(i) the Common Area; and

(ii) any Parcel within a Service Area, to the extent mandated by a Supplement or to the extent authorized by a Supplement and deemed appropriate by the Board.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted.

Provided such coverage is economically feasible, Association property insurance shall not generally exclude coverage for loss or damage arising out of an act of terrorism. The limits of Association property insurance policies shall be sufficient to cover the replacement cost of the insured improvements under current building ordinances and codes.

(b) Commercial general liability insurance, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least $2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. However, if additional coverage and higher limits are available at a reasonable cost such that a reasonably prudent person would obtain such insurance, the Association shall obtain such additional coverages or limits. Such coverage may be provided through a combination of primary and umbrella policies;

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage in the amount of at least $2,000,000.00, if reasonably available, or, if not reasonably available, the highest amount of coverage available at reasonable cost; and

(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth ($1/4^{th}$) of the annual Base Assessments on all Parcels plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replace-

ment costs in the Clark County area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this section requires.

13.2. Deductibles

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 13.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Parcel Owners, their invitees, or lessees, then the Board may assess the full amount of such deductible against such Parcel Owner(s) and their Parcel(s) as a Specific Assessment.

13.3. Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Parcel Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in Nevada which holds an A.M. Best's rating of A-VII or better, if reasonably available, or, if not, the most nearly equivalent;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, and their Mortgagees, as their interests may appear, except that policies on Limited Common Area may be for the benefit of the Owners of Parcels within the Service Area to which the Limited Common Area is assigned and their Mortgagees;

(c) not be brought into contribution with insurance purchased by Parcel Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement; and

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause.

13.4. Association Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance benefiting just the Parcels within a particular Service Area shall be a Service Area Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

13.5. Parcel Insurance

(a) ***Required Coverages.*** Each Parcel Owner, at its own cost and expense, shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(i) Blanket property insurance for the full replacement cost of all insurable Improvements on its Parcel, less a reasonable deductible, unless the Association carries such insurance (which it may but is not obligated to do). If the Association assumes responsibility for insuring a Parcel, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Parcel and the Parcel Owner;

(ii) Commercial general liability insurance, including contractual liability coverage, with a combined single limit of at least two million dollars ($2,000,000.00) per occurrence, insuring against claims on account of personal injury, death, or property damage that may arise from or be occasioned by the condition, use, or occupancy of such Parcel Owner's Parcel or the use of any portion of Symphony Park by such

Parcel Owner or the tenants of such Parcel Owner's Parcel, and their respective employees, agents, and contractors. Such coverage may be provided through a combination of primary and umbrella policies. Such policy shall name the Association and the Association's members as additional insureds and, during the Founder Control Period, also shall name the Founder and the Project Owner as additional insureds;

(iii) Workers compensation insurance, employers liability insurance, and disability benefits insurance covering all persons employed by the Parcel Owner and any contractors, subcontractors, or other persons performing work on the Parcel, if and to the extent required by law;

(iv) During the construction or reconstruction of Improvements on a Parcel, builder's risk insurance (standard "All Risk" or equivalent coverage), in an amount not less than the cost of construction, written on a completed value basis;

(v) Business interruption insurance, to the extent reasonably available, in an amount sufficient to pay or provide for the payment of assessments and insurance required under this Charter, and the payment of taxes and amounts due under any Mortgage on the Parcel for a period of at least one year following the event or occurrence giving rise to a claim for payment under such policy; and

(vi) such other insurance as may be required by law.

(b) ***Policy requirements.*** Required Parcel or Parcel Owner insurance policies shall be subject to the same requirements as apply to Association insurance policies under Section 13.3, as applicable.

(c) ***Indemnification.*** Each Parcel Owner shall indemnify and hold the Project Owner, the Founder, the Association, and every other Parcel Owner harmless from and against any damages, liabilities, penalties, actions, claims, and expenses (including reasonable attorneys fees and court costs) arising out of (i) the generation, use, presence, handling, storage, disposal, release, or discharge of materials or substances which are considered hazardous, toxic, or otherwise regulated under any federal, state or local law or ordinance ("Hazardous Materials") on such Parcel Owner's Parcel or on other portions of the Community by the Parcel Owner or its agents or employees; or (ii) any violation of the Governing Documents or any applicable law by the Parcel Owner or its agents or employees. This paragraph (c) is not intended to and does not modify, affect or in any way relate to any agreements between a Parcel Owner and the Project Owner relating to Hazardous Materials in connection with such Parcel Owner's respective Parcel.

Chapter 14
Association Finances

This chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this chapter authorizes the Association to levy against the Parcels and collect from the Parcel Owners and the Sub-Unit Owners. Assessments are secured by a lien on each Parcel.

14.1. Association Expenses

(a) ***Common Expenses.*** Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Common Area, and otherwise for the general benefit of the Parcel Owners, are considered "**Common Expenses.**" Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Common Area as the Board finds necessary or appropriate.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may benefit from the expenses incurred or share such expenses pursuant to this Charter, any Supplement, or any other recorded covenant or agreement.

(b) ***Service Area Expenses.*** All expenses that the Association incurs or expects to incur in connection with providing benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate.

14.2. Budgeting for and Allocating Association Expenses

(a) ***Preparation of Budget.*** Prior to the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for which the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset. So long as the Board exercises business judgment, which may include relying in good faith on the advice of its accountants or other professional advisors, in determining the amount of the reserve fund, if any, the amount shall be considered adequate.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Parcels, and the amount to be gener-

ated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

(b) ***Calculation of Base Assessments.*** Upon determining the total amount of income required to be generated through the levy of "**Base Assessments**," the Association shall allocate such amount among all Parcels subject to assessment on the effective date of the budget based upon the assignment of Equivalent Units, as described in Exhibit "D." The amount allocated to each Parcel shall then be levied as a Base Assessment.

(c) ***Calculation of Service Area Assessments.*** The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Parcels in the Service Area that are subject to assessment and levied as a "**Service Area Assessment.**" Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be allocated based upon the assignment of Equivalent Units, as described in Exhibit "D," except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Parcel in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) ***Subsidy Option.*** The Founder or the Project Owner may, but shall not be obligated to, reduce the Base Assessment for the entire Community or any Service Area Assessment for any fiscal year by payment of a subsidy. Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder or the Project Owner, or a loan, in the Founder's or Project Owner's discretion. If the subsidy is treated as a loan, such amounts shall be subject to repayment by the Association. Any such loan shall accrue interest, compounded monthly, from the date the loan is made until the date of its repayment, at the short term "Applicable Federal Rate," as such rate is published by the Internal Revenue Service, and adjusted each month to reflect such rate for that month. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder or the Project Owner to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder or the Project Owner.

(e) ***Notice of Budget and Assessment; Right to Disapprove.*** At least thirty (30) days but not more than sixty (60) days prior to the beginning of the Association's fiscal year, the Board shall send a summary of each applicable budget, together with notice of the amount of the Base Assessment and Service Area Assessment to be levied pursuant to such budget, to the Parcel Owner of each Parcel. The notice shall announce the date set for a meeting of the Parcel Owners to consider such budget. The date of the meeting shall be not less than fourteen (14) or more than thirty (30) days after the date of mailing or other delivery of the summary of the budget.

Beginning with (i) the first fiscal year of the Association after the fiscal year of the Association in which (x) the Park is completed and the Association is paying expenses related to the operation and maintenance of the Park and (y) no less than five Parcels have completed projects on them and are being assessed as completed projects pursuant to Exhibit "D" to this Charter and (ii) each fiscal year of the Association thereafter, the following specific items of expense included in an annual budget may not be increased more than ten percent (10%) of the amounts budgeted for the pre-

vious fiscal year unless approved by a vote, whether or not a quorum is present, or written assent of Parcel Owners representing a majority of the total votes of the Association: (i) direct overhead costs incurred by the Association such as wages and benefits of direct employees and rent, (ii) the fees paid to third party management companies other than reimbursement of costs incurred in connection with the maintenance and repair of the Common Area, (iii) costs of Association marketing, advertising and public relation programs, (iv) costs for special events or other community promotions, (v) legal costs related to the ordinary administration and operation of the Association. The ten percent (10%) increase limitation shall not apply to any other costs and expenses, including, without, limitation, (i) direct or indirect costs incurred in connection with the maintenance and repair of the Common Area, including without limitation, the Common Area, the Park and the Perimeter Areas, (ii) insurance costs, (iii) taxes, (iv) reserves, (v) all legal costs incurred in the enforcement of the provisions of the Governing Documents and all legal costs related to the response, defense and/or prosecution of any claims made against or brought by the Association, (vi) costs of utilities and (vii) costs for uninsured casualty losses or other uninsured losses.

The Common Expense budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Parcel Owners representing at least seventy-five percent (75)% of the total votes in the Association.

Each Service Area budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Parcel Owners representing at least seventy-five percent (75%) of the total votes assigned to Parcels in the Service Area, except that the right to disapprove a Service Area budget shall apply only to those line items that are attributable to services or benefits requested by the Service Area and shall not apply to any item that the Governing Documents require to be assessed as a Service Area Expense.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect, shall continue in effect until a new budget takes effect in accordance with the above procedures without veto by the members.

The distribution of the budget summary shall include a written notice that the budget is available for review at the Association's offices and that a copy of the budget shall be provided to a Parcel Owner upon request.

(f) ***Budget Revisions.*** The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (e) above.

Notwithstanding the foregoing, this paragraph (f) shall not operate to limit increases in the Base Assessment that are necessary due to any Emergency Situation. "Emergency Situation" means the occurrence of any of the following:

(i) An extraordinary expense required by an order of court;

(ii) An extraordinary expense necessary to repair or maintain the Community or any portion thereof for which the Association is responsible when a threat to personal safety on the Community is discovered; and

(iii) An extraordinary expense necessary to repair or maintain the Community or any portion thereof for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing the budget pursuant to this Section 14.2.

The Board shall have the power to increase the Base Assessment above the amount set forth in the Budget adopted to this Section 14.2, if prior

to the collection of a Base Assessment increase pursuant to this paragraph (f), the Board passes a resolution containing written findings that the extraordinary expense involved is necessary and, for any increases made under 14.2(f)(iii), an additional finding that expense was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Parcel Owners with a notice of Base Assessments increase not less than thirty (30) nor more than sixty (60) days prior to the increased Base Assessment becoming due.

14.3. Special Assessments

The Association may levy "**Special Assessments**" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than fifty percent (50%) of the votes attributable to Parcels subject to assessment and shall be allocated among the Parcels based on the assignment of Equivalent Units, as described in Exhibit "D." Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than fifty percent (50%) of the total votes allocated to Parcels in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 14.2(c). In addition, during the Development and Sale Period, any Special Assessment shall also require the Founder's written consent.

Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

14.4. Specific Assessments

In addition to other times when a Specific Assessment is specifically provided for under this Charter, the Association may levy "**Specific Assessments**" against a particular Parcel as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Parcel upon request of the Parcel Owner pursuant to any menu of optional services which the Association may offer (which might include the items identified in Section 12.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Parcel into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Parcel Owner or occupants of the Parcel, their agents, contractors, employees, licensees, or invitees; however, the Board shall give the Parcel Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection; and

(c) to cover the Parcel's pro rata share of any costs that the Association incurs in bringing the Service Area of which the Parcel is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Parcel Owners of Parcels in the Service Area and an opportunity for such Parcel Owners to be heard before levying any such assessment.

14.5. Authority to Assess Parcel Owners; Time of Payment

The Association is hereby authorized to levy assessments as provided for in this chapter, Exhibit "D" and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to a Parcel as set forth in Exhibit "D" The first annual Base Assessment and Service Area Assessment, if any, levied on each Parcel

shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Parcel.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Parcel and impose special requirements for Parcel Owners with a history of delinquent payment (two (2) or more delinquent payments in the past five (5) years). If the Board so elects, assessments may be paid in two (2)or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Parcel Owner is delinquent in paying any assessments or other charges levied on its Parcel, the Board may require all outstanding balances on all assessments to be paid in full immediately.

14.6. Personal Obligation for Assessments

Each Parcel Owner covenants and agrees to pay when due all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum, subject to the limitations of Nevada law), late charges as determined by Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of each Parcel Owner and a lien upon each Parcel until paid in full; provided, in the case of a Parcel governed by a Parcel Association, the Association's lien shall be upon each Sub-Unit within the Parcel in a pro rata amount corresponding to the Sub-Unit's share of any unpaid assessment or other charge, as determined based upon the assignment of Equivalent Units, as described in Exhibit "D." and the allocation of liability to the Sub-Unit under the Parcel Association's governing documents. Upon a transfer of title to a Parcel or a Sub-Unit, the grantee shall be jointly and severally liable with the grantor for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Parcel Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Parcel Owner from the obligation to pay assessments. In such event, each Parcel Owner shall continue to pay Base Assessments and Service Area Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Parcel Owner shall be exempt from liability for assessments by non-use of Common Area, abandonment of a Parcel, or non-use of services provided to all Parcels within the Service Area to which the Parcel is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Parcel Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Parcel Owner or Sub-Unit Owner liable for any type of assessment a certificate signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment and may be relied upon by third parties. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

14.7. Lien for Assessments

(a) ***Existence of Lien.*** In accordance with §116.3116 of the Act, the Association shall have a statutory lien against each Parcel to secure payment of assessments, as well as interest, late charges (subject to the limitations of Nevada law), and costs of collection (including attorneys

fees and expenses); provided, in the case of a Parcel governed by a Parcel Association, the Association's lien shall be upon each Sub-Unit within the Parcel in a pro rata amount corresponding to the Sub-Unit's share of any unpaid assessment or other charge, as determined based upon the assignment of Equivalent Units, as described in Exhibit "D". Such lien shall be superior to all other liens, except (i) liens and encumbrances recorded prior to this Charter and which the Association has assumed or taken subject to; (ii) the liens of all real estate taxes and other governmental assessments or charges; and (iii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Parcel, except that the Association's lien shall have priority over any such Mortgage to the extent of assessments that would have become due in the absence of acceleration during the six months immediately preceding any judicial or nonjudicial foreclosure of the Mortgage.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Parcel the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) ***Enforcement of Lien.*** The Association may bid for the Parcel or Sub-Unit, as the case may be, at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel or Sub-Unit. While a Parcel or Sub-Unit is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Parcel or the other Sub-Units within the Sub-Unit's respective Parcel Association shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Parcel or Sub-Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) ***Effect of Sale or Transfer.*** Sale or transfer of any Parcel or Sub-Unit shall not affect the assessment lien or relieve such Parcel or Sub-Unit from the lien for any subsequent assessments. However, the sale or transfer of any Parcel or Sub-Unit pursuant to foreclosure of a first priority Mortgage shall extinguish the lien as to any installments of such assessments due more than six months prior to the Mortgagee's foreclosure. The subsequent Parcel Owner of the foreclosed Parcel or Sub-Unit Owner of the foreclosed Sub-Unit shall not be personally liable for assessments on such Parcel due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from all Parcel Owners or the other Sub-Units within the Sub-Unit's respective Parcel Association subject to assessment, including such acquirer, its successors and assigns.

14.8. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All property owned by the Association;

(b) Any property dedicated to and accepted by any governmental authority or public utility for roadway or utility purposes to which title has passed, provided that any Parcels on which the Improvements thereon are owned by a governmental authority or public utility are not exempt; and

(c) Property owned by any Parcel Association for the common use and enjoyment of its

members, or owned by all of the members of a Parcel Association as tenants-in-common.

14.9. Use and Consumption Fees

The Association may offer services or facilities for which it does not recover its costs through assessments under this chapter. The Board may charge use and consumption fees to any Person who chooses to use or participate in such services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (*e.g.*, Parcel Owners and non-Parcel Owners).

14.10 Ombudsman and Other Fees

Any fees or costs required to be paid pursuant to the Nevada Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001 *et seq*, including, without limitation Section 116.3155 thereunder, or any other applicable laws, rule or regulations in connection with any Sub-Units on a Parcel shall be paid by the respective Parcel Owner or Parcel Association, as the case may be, and the Association shall have no obligation or responsibility to pay such fees or costs.

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Chapter 15
Easements

The easements created in this chapter establish the rights of Parcel Owners to use the Common Area and create various rights for the benefit of Parcel Owners, the Founder, the Association, and others over property within Symphony Park.

15.1. Easements in Common Area and Perimeter Areas

(a) ***Granting and Scope of Easements.*** The Project Owner hereby grants to the Association and each Parcel Owner and the occupants and other permitted users of a Parcel a non-exclusive right and easement of use, access, and enjoyment in and to the Common Area and Perimeter Areas, including all service areas, exterior sidewalks and pedestrian pathways located in the Perimeter Areas subject to:

(i) The Governing Documents and any other applicable covenants;

(ii) Any restrictions or limitations contained in any deed conveying such property to the Association;

(iii) Certain Parcel Owners' rights to the exclusive use of those portions of the Common Area designated Limited Common Area, if any;

(iv) The holding of street fairs or festivals or other public or private events within Symphony Park; and

(v) The Board's right to:

(A) adopt rules regulating the use and enjoyment of such areas;

(B) suspend a Parcel Owner's right to use Common Area facilities;

(C) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;

(D) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Notwithstanding the Board's right to regulate use of the Common Area and the Perimeter Areas, no regulation or restriction shall unreasonably restrict or deny access to a Parcel by the Parcel Owner or other permitted users of the Parcel.

(b) ***Location of Easements.*** Those areas within the Parcels subject to the easement rights described in this section shall be shown by survey prepared by the respective Parcel Owner in its expense and included in a recorded supplement to this Charter upon completion of any Improvements on a Parcel. During the Development and Sale Period, any easement of access across a Parcel may be relocated on the Parcel with the consent of the Founder and the Parcel Owner. Thereafter, the Association's consent is required to relocate such easement areas, which consent shall not unreasonably be withheld, conditioned, or delayed.

15.2. Easements for Maintenance, Emergency, and Enforcement

The Project Owner hereby grants to the Association easements over Symphony Park as necessary to enable the Association to fulfill its maintenance responsibilities and to exercise its enforcement rights under this Charter. The Association shall also have the right, but not the obliga-

tion, to enter upon any Parcel, including any structure within a Parcel, for emergency, security, or safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Parcel Owner.

The Project Owner hereby grants and creates a perpetual, non-exclusive easement for access, ingress, and egress over any private streets within the Common Area for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment and personnel; for U.S. Postal Service and other package delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community; provided, such easement shall not authorize any such Persons to use private streets within the Community except while acting in their official capacities.

15.3. Easements for Utilities and Other Infrastructure

The Project Owner hereby reserves the exclusive right to grant and record easements throughout Symphony Park to the extent reasonably necessary to:

(a) install improvements, utilities and infrastructure, other Community Service Systems, security and similar systems, and drainage systems to serve Symphony Park;

(b) install sidewalks, walkways, pathways, street lights, and signage to serve Symphony Park;

(c) inspect, maintain, repair, and replace the Perimeter Areas, utilities, infrastructure, and other improvements described above; and

(d) access and read utility meters.

The Project Owner reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

In addition, the Project Owner shall have the non-exclusive right and power to grant and record such other specific easements over the Parcels as it deems necessary to develop Symphony Park. The location of any specific easements under this section shall be subject to the written approval of the owner of the burdened property, which approval shall not unreasonably be withheld, conditioned, or delayed.

15.4. Easements to Facilitate Development of Additional Property

The Project Owner hereby grants and reserves to the Founder, its employees, and its duly authorized agents, designees, successors, assigns, and Mortgagees, temporary easements of access and use over and upon all of Symphony Park (but not through a structure) for all purposes reasonably related to making, constructing, and installing improvements to the Community and to the Additional Property (as defined in Section 18.1) (whether or not such property is made subject to this Charter).

Such temporary easements include, but are not limited to (a) right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property; (b) slope and construction easements for each separate construction project on a Parcel or the Common Area; (c) easements for installation of drainage systems, water and other utilities, erosion control, and storm and sanitary sewer (including the right to prune or remove trees, bushes, and shrubbery, to regrade soil, and to take any similar actions reasonably necessary); and (d) easements for mobilization and storage of construction equipment, materials, and supplies necessary for the construction of improvements.

15.5. Easements Between Adjacent Properties

(a) ***Easements of Encroachment.*** The Project Owner hereby grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel and any adjacent Common Area and between Parcels that are adjoining irrespective of streets. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than three inches, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

(b) ***Easements of Support and Construction.*** The Project Owner hereby grants reciprocal appurtenant easements over, under, across, and between adjacent Parcels that are adjoining irrespective of streets and each Parcel and any adjacent Common Area for the installation and maintenance of underpinning or other footing and foundation support systems, and sheeting, shoring, and other forms of earth retention, including tiebacks and other required components. Such easements shall permit the temporary use of adjacent properties for the construction and installation of such support systems and the permanent use of adjacent properties for the continued placement and maintenance of such systems.

The support system(s) benefiting any Parcel shall be designed, inspected during installation and upon completion of installation, and certified by a professional engineer registered in the State of Nevada. Any such support system also shall be subject to approval in accordance with Chapter 5 and the approval of the Parcel Owner of any adjacent, burdened Parcel, which approval shall not unreasonably be withheld, conditioned, or delayed.

(c) ***Easements for Use of Air Space.*** The Project Owner hereby grants reciprocal appurtenant easements over and between Parcels that are adjoining irrespective of streets and each Parcel and any adjacent Common Area for the use of air space as reasonably necessary during construction and maintenance of Improvements on a Parcel. The permitted use of air space includes the right to install and use scaffolding, towers, and cranes, and the right to swing a crane and its load, over the air space of any adjacent Parcel or Common Area during the construction of Improvements on a Parcel and during the maintenance, repair, cleaning, and inspection of Improvements on a Parcel.

15.6. Easement to Inspect and Right to Correct

The Project Owner hereby grants to the Founder, during the Development and Sale Period, for the Founder and others it may designate, the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, Improvement, fixtures, or condition that may exist on any portion of the property within Symphony Park, including Parcels, and a perpetual non-exclusive easement of access throughout Symphony Park to the extent reasonably necessary to exercise such right. Such right shall be subject to the following limitations and qualifications: (a) the Person exercising the easement must maintain adequate insurance to fully insure against any loss or damage to the Parcel on which such rights are exercised and (b) the Person exercising such rights shall indemnify and hold harmless the Parcel Owner of the Parcel on which the rights are being exercised and the occupants of such Parcel from and against all claims, charges, assessments, losses and any other costs arising in whole or in part as a result of the negligent exercise of such rights, including reasonable attorneys fees. Except in an emergency, entry into a structure on a Parcel shall be only after reasonable

notice to the Parcel Owner, and no entry into an enclosed structure shall be permitted without the Parcel Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve a Parcel Owner of the responsibility for the maintenance and repair of its Parcel.

15.7. Exercise of Easements; Minimal Interference

Any Person exercising any right or easement described in this chapter shall minimize interference with the use and enjoyment of the Parcel or Common Area burdened by the easement. Persons exercising such easement rights shall be responsible for any damage caused to the Common Area or any Parcel as a result of their actions in connection with the exercise of such easement rights. Upon completion of any work pursuant to an easement right, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. All work performed pursuant to an easement right shall be performed in a good and workmanlike manner in accordance with all applicable laws.

The exercise of easements under this section shall not extend to permitting entry into the structures on any Parcel, nor shall it unreasonably interfere with the use of any Parcel. In the case of any easement permitting work to be performed on a Parcel, except in an emergency, entry onto the Parcel for such purpose shall be made only after reasonable notice to the Parcel Owner and the occupant of that portion of the Parcel for which entry is desired.

Chapter 16
Disclosures and Waivers

This chapter discloses some important information about Symphony Park for the benefit of prospective purchasers of Parcels.

16.1. Safety and Security

Each Parcel Owner and occupant of a Parcel, and their respective invitees, shall be responsible for their own personal safety and the safety of employees, and patrons, and the security of their property in Symphony Park. As provided in Section 11.4, the Association shall maintain or sponsor certain activities within Symphony Park designed to promote or enhance the level of safety or security which each person provides for itself and its property. However, neither the Association nor the Project Owner or the Founder shall in any way be considered insurers or guarantors of safety or security within Symphony Park, nor shall any be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to any portion of Symphony Park, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Parcel Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of its Parcel, that the Association, the Board and Association committees, the Project Owner, and the Founder are not insurers or guarantors of security or safety and that each Person within Symphony Park assumes all risks of personal injury and loss or damage to property resulting from acts of third parties.

16.2. Changes in Master Plan

Each Parcel Owner acknowledges that Symphony Park is a master planned community, the development of which is likely to extend over many years, and agrees that the Association shall not, without the Founder's prior written consent, engage in, or use Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within Symphony Park, or (b) changes in the Master Plan.

16.3. View Impairment

Neither the Project Owner, the Founder, nor the Association guarantee or represent that any view over and across any property within or outside Symphony Park will be preserved without impairment.

16.4. Contaminated Soils

Portions of Symphony Park have been used in the past for industrial, manufacturing, or other similar purposes and may contain contaminated sub-surface soils that may require remediation prior to development activities taking place. Each Parcel Developer and each Parcel Owner shall be responsible for determining the existence of contaminated soils on its Parcel and for complying with such remediation requirements as may be imposed. The Project Owner, the Founder, Founder Affiliates, and the Association shall have no obligation to remediate contaminated soils on any Parcel except as may otherwise be required under a separate governmental order, covenant, or agreement binding upon the Project Owner, the Founder, Founder Affiliates, or the Association.

16.5. Railroad

Symphony Park is situated adjacent to an operating railroad, which will cause noise and vibrations that may impact the use and enjoyment of the Parcels. The Project Owner, the Founder, Founder Affiliates, and the Association shall have no obligation to erect noise or vibration abatement devises or to take any action to abate the effects of the railroad operations, except as may otherwise be required by the City or under a separate covenant or agreement that is binding upon the Project Owner, the Founder, Founder Affiliates, or the Association.

16.6. Casino

Each Parcel Owner, by acceptance of a deed to a Parcel, acknowledges that Symphony Park may contain one or more casinos and that activities and effects commonly associated with the operation and existence of casinos will take place in the Community such as, without limitation, gambling, noise, excessive lighting, late night activities, consumption of alcohol, adult themed shows with full or partial nudity and crowds. Each Parcel Owner acknowledges that such activities and effects may result in nuisances, inconveniences, or hazards to persons and property on or in the vicinity of a casino.

16.7. Notices and Disclaimers as to Community Service Systems

Each Parcel Owner acknowledges that interruptions in cable television and other Community Service Systems and services will occur from time to time. The Project Owner, the Founder, Founder Affiliates, and their respective successors and assigns, shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Service Systems and services, regardless of the cause of the interruption.

16.8. Entertainment Activities

Each Parcel Owner, by acceptance of a deed to a Parcel, acknowledges that various entertainment activities and events such as concerts, festivals, and similar activities and events, may be held within Symphony Park. Each Parcel Owner acknowledges that such events and activities may result in nuisances, inconveniences, or hazards to persons and property on or in the vicinity of such events and activities.

16.9. Compliance with Governmental Permits and Approvals

Symphony Park is subject to various governmental permits and approvals issued in connection with the development and use of the property. Each Parcel Owner shall be bound by the terms of all applicable permits and approvals and such permits and approvals shall apply and shall bind the Parcel Owners in accordance with their terms, notwithstanding anything to the contrary in the Governing Documents. Each Parcel Owner is responsible for determining which governmental permits and approvals apply to its Parcel and the extent to which they apply.

16.10. Symphony Park

The "**Park**" is or shall be an open air, open space park located within Symphony Park. There will be two parts to the Park. Parcels M-1 and M-2 will be owned by the Association as Common Area and maintained by the Association (the "**SPMA Park**").

The primary portion of the Park will be Parcel M-3 which will be owned and operated by The Smith Center for Performing Arts, a Nevada nonprofit corporation ("**PAC**"). The development and operation of the M-3 by PAC will be pursuant to a Declaration of Special Land Use Restrictions between PAC and the Project Owner recorded in the Clark County Recorder of Deeds on (the "**PAC Park Declaration**"). By accepting a deed to a Parcel or by assuming the role of a

Parcel Association, as applicable, each Parcel owner accepts and approves the PAC Park Declaration and agrees and acknowledges that Parcel M-3 will be operated pursuant to the PAC Park Declaration.

It is anticipated that the Project Owner will assign to the Association all of its rights under the PAC Park Declaration to enforce the PAC Park Declaration. Any costs to enforce the PAC Park Declaration shall be Common Expenses. The SPMA Park and M-3 are private parks and not intended to be public parks and are not available for general use by the public.

16.11. Warranties of Quality

Except as may otherwise be specifically provided, no express warranties of quality with respect to the Common Area, any Parcel, or any Improvement on any Parcel, including any Sub-Units, are made by this Charter.

Each purchaser of a Sub-Unit acknowledges and agrees that the implied warranties of quality provided for under the Act, to the extent applicable or not otherwise waived, apply to the Parcel Developer of the Parcel within which the Sub-Unit is located and shall not apply to the Project Owner or the Founder.

16.12. Initiation of Litigation by Association

The Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Parcel Owners entitled to cast seventy-five percent (75%) of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

(a) initiated during the Founder Control Period with the Founder's approval;

(b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the Founder, during the Development and Sale Period, and by the same percentage of votes necessary to institute proceedings.

Chapter 17
Rights of Lenders

In order to enhance each Parcel Owner's ability to obtain financing for the purchase and development of its property, this chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers, and guarantors of Mortgages in Symphony Park. The provisions of this chapter apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.

17.1. Notices of Action

A holder, insurer, or guarantor of a Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the legal description and street address of the property to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Symphony Park or which affects any Parcel on which there is a Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed to the Association by a Parcel subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Parcel or the Parcel Owner or occupant which is not cured within sixty (60) days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

17.2. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Parcel Owner or other party priority over any rights of the Mortgagee of any Parcel in the case of distribution to such Parcel Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

17.3. Notice to Association

Upon request, each Parcel Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel.

PART FIVE: COMMUNITY DEVELOPMENT

Chapter 18
Expansion of the Community

The Founder or the Association may expand the initial property submitted to the Charter as set forth in this chapter.

18.1. Expansion by Founder

From time to time, the Founder or the Project Owner may submit to the terms of this Charter all or any portion of the property described on Exhibit "B" ("**Additional Property**") by recording a Supplement describing the additional property to be submitted. The Founder or the Project Owner may record such a Supplement without the consent of any Person except the owner of such property.

The Founder's or the Project Owner's right unilaterally to expand Symphony Park under this section expires at the expiration of the Development and Sale Period.

Nothing in this Charter shall require the Founder or any successor to submit the Additional Property to this Charter or to develop any of the Additional Property in any manner whatsoever. Different parcels of property may be submitted to this Charter at different times. No assurances are given as to the boundaries of the parcels that may be submitted to the Charter or to the order in which different parcels of property may be submitted to this Charter.

18.2. Expansion by the Association

The Association also may submit additional property to this Charter by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by Parcel Owners representing more than fifty percent (50%) of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Founder's consent is required. The Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

18.3. Additional Covenants and Easements

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. The Supplement must be signed by all owners of property encumbered by the Supplement. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the additional property described in the Supplement, in order to reflect the different character and intended use of such property.

18.4. Effect of Filing a Supplement

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any Additional Property made subject to this Charter shall be assigned voting rights in the Association and assessment liability based upon an assignment of Equivalent Units, as described in Exhibit "D."

Chapter 19
Additional Reserved Rights

This chapter reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the development and sale of property in the Community, and to protect various property rights and other interests of the Project Owner and the Founder.

19.1. Special Developmental Rights

In addition to the rights specifically reserved to the Founder under Chapter 18 with respect to expanding Symphony Park, the Founder reserves for itself and any Parcel Developer the Founder approves for such purposes, during the Development and Sale Period:

(a) the right to complete on property the Project Owner, the Founder, or any Parcel Developer owns, any Improvements indicated on Plats and development plans recorded with this Charter, or the Master Plan;

(b) the right to exercise any of the following rights "developmental rights" (as defined in the Act):

(i) the right to expand the Community as provided in Chapter 18;

(ii) the right to create additional Parcels up to the maximum number permitted under Section 3.1, Common Areas, and Limited Common Areas, and to designate roadways, within any portion of the Community which the Project Owner, the Founder, or any Parcel Developer owns, provided, however, that to the extent that a Parcel Owner's Parcel is negatively affected by any such action on such Parcel Owner's Parcel, the consent of the respective Parcel Owner will be required;

(iii) the right to subdivide or combine Parcels the Project Owner, the Founder, or any Parcel Developer owns or to convert Parcels that the Project Owner, the Founder, or any Parcel Developer owns into Common Areas, Limited Common Areas, or roadways, provided, however, that to the extent that a Parcel Owner's Parcel is negatively affected by any such action on such Parcel Owner's Parcel, the consent of the respective Parcel Owner will be required;

(iv) subject to Section 19.2, the right to withdraw from the Community any Parcel or any portion of a Parcel not yet conveyed to a Person other than a Parcel Developer, subject to such local government approvals as may be required; and

(v) the right to reconfigure the boundaries of the Common Area and the right to grant easements for use of sidewalks and streets within Symphony Park;

(c) the right to maintain sales offices, management offices, and advertising signs on the property described in Exhibits "A" and "B," as set forth in Section 19.3;

(d) the right of access over the Common Area for the purpose of making improvements within the property described in Exhibits "A" and "B";

(e) the right to close streets and sidewalks within Symphony Park to allow their use for special events;

(f) the right to merge or consolidate the Association with another common interest community of the same form of ownership; and

(g) the right to appoint and remove directors and officers of the Association during the Founder Control Period as provided in the By-Laws.

19.2. Withdrawal of Property

The Founder or the Project Owner shall have the unilateral right during the Development and Sale Period to amend this Charter to withdraw any unimproved portion of the Community from the coverage of this Charter whether originally described in Exhibit "A" or added by Supplement. The Founder or the Project Owner may separately exercise such right as to each portion of the Community which is the subject of a separately recorded Plat; however, the Founder or the Project Owner may not exercise such right with respect to any property on a particular Plat after a Parcel shown on such Plat has been conveyed to a Person other than a Parcel Developer. "Unimproved" means that no permanent structure has yet been completed on the property. Any such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn. If the property is Common Area, the Association shall consent to such withdrawal.

19.3. Construction and Marketing and Sales Activities

Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property it or any of the Project Owner owns, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or marketing and sale of Parcels. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), banners, balloons, sales offices, holding or sponsoring special events, and exterior lighting features or displays.

19.4. Right to Replat

During the Development and Sale Period, the Project Owner may subdivide or otherwise replat property that the Project Owner owns and convert Parcels that the Project Owner owns into Common Area or the Project Owner may convert any Common Area that the Project Owner owns into Parcels. The right of any Parcel Owner to replat its Parcel is subject to the Founder's approval during the Development and Sale Period and, thereafter, the Association's approval, provided that the creation of Sub-Units by a Parcel Owner shall not require any approval.

19.5. Right to Approve Changes in Symphony Park Standards

During the Development and Sale Period, no amendment to or modification of any Rules shall be effective without prior notice to and the written approval of the Founder.

19.6. Right to Use Common Area for Special Events

During the Development and Sale Period the Founder may use the Common Area to sponsor special events for charitable, philanthropic, political, or marketing purposes (and may, for such purposes, among other things, close streets and sidewalks within Symphony Park), subject to the following conditions:

(a) the availability of the facilities at the time requested;

(b) the Founder shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and

(c) the Founder shall return the facilities and personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special events; and

(d) the Founder shall add any affected Parcel Owner as an additional insured on any insurance coverage obtained specifically in connection with such event.

The Founder shall have the right to assign its rights to charitable organizations or foundations selected by the Founder. The Founder's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Charter.

19.7. Additional Covenants and Restrictions

During the Development and Sale Period, no one other than the Project Owner may record any additional covenants or restrictions affecting any portion of the Community without the Founder's written consent which consent shall not be unreasonably withheld or delayed. Any such instrument recorded without the Founder's consent shall be void and of no force and effect. Except for the Founder's approval, no other consent or approval is required under this Section 19.7.

19.8. Exclusive Rights to Use Name of Development

Except as permitted or required by the Rules, no Person shall use the name "Symphony Park," any derivative of such name, any associated graphic elements, or any logo or depiction associated with Symphony Park in any printed or promotional material without the Founder's prior written consent. However, Parcel Owners may use the name "Symphony Park" in printed or promotional matter where such term is used solely to specify that particular property is located within Symphony Park, and the Association shall be entitled to use the word "Symphony Park" in its name.

19.9. Right to Transfer or Assign Rights

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation nor enlarge a right beyond that which the Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder, and the transferee or assignee signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

19.10. Termination of Rights

The Founder may exercise any and all of the rights reserved to the Founder under this Charter with respect to different portions of Symphony Park at different times. If a right is exercised with respect to any portion of the Community, it need not be exercised with respect to all or any other portion of the Community. No assurances are made as to the boundaries of any property as to which the Founder may exercise such rights, or as to the order in which different portions of the Community may be subjected to the exercise of such rights.

Except as otherwise specified above, the rights reserved to the Founder in this Chapter shall terminate on the earlier of: (a) termination of the Development and Sale Period; or (b) the Founder's recording of a written statement that all sales activity has ceased.

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

Chapter 20
Changes in the Common Area

This chapter explains the procedures for partition of the Common Area, condemnation of the Common Area, and the general transfer or dedication of the Common Area.

20.1. Condemnation

If any part of the Common Area that is taken by any authority having the power of condemnation or eminent domain, or conveyed by or with the consent of the Association in lieu of and under threat of condemnation with such approval as may be required under Section 20.3, each Parcel Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be used as the Board determines.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on available remaining portions of the Common Area, unless within sixty (60) days after such taking the Founder, during the Founder Control Period, and Parcel Owners representing at least sixty-seven percent (67%) of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 11.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 20.3.

20.2. Partition

Except as otherwise specifically permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of such Common Area without the written consent of all Parcel Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 20.3.

20.3. Transfer or Dedication of Common Area

During the Development and Sale Period (a) the Project Owner or the Founder may dedicate roadways within Symphony Park to the City, or to any other local, state, or federal governmental or quasi-governmental entity, and (b) the Association, upon the Founder's request and without a vote of the membership, shall dedicate roadways that it owns to the City, the County, or to any other local, state, or federal governmental or quasi-governmental entity, as applicable.

The Association also (a) may dedicate portions of the Common Area that it owns to the City, or to any other local, state, or federal governmental or quasi-governmental entity; (b) may subject the Common Area that it owns to a security interest; or (c) may transfer or convey any Common Area that it owns upon the written consent of Parcel Owners representing at least seventy-five percent (75%) of the total votes in the Association. In addition, the Founder shall

consent to any such action shall be required during the Founder Control Period. The proceeds from the sale or mortgaging of Common Area shall be an asset of the Association to be used as the Board determines.

No conveyance or encumbrance of Common Area may deprive any Parcel of rights of access or support.

20.4. Assignment and Reassignment of Limited Common Area

(a) ***Assignment.*** During the Development and Sale Period the Founder, and thereafter the Association, may designate property as Limited Common Area and assign it to particular Parcels on the recorded Plat depicting such property, in the deed conveying such property to the Association, or in a Supplement, provided, however, that any such designation is subject to the prior written consent of any affected Parcel Owner including those who will use such area. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Parcels.

In addition to the above, the Board may designate any portion of the Common Area as Limited Common Area upon approval of the Board, Parcel Owners representing at least a majority of the total votes in the Association, and Parcel Owners of a majority of the Parcels to which the Board proposes to assign such Limited Common Area, except that no such assignment shall have the effect of denying any Parcel Owner access to such Parcel Owner's Parcel without such Owner's consent. During the Development and Sale Period, any such assignment shall also require the Founder's written consent.

(b) ***Reassignment.*** Limited Common Area, once assigned, may be reassigned only with the consent of the Parcel Owners of the Parcels affected by such reassignment.

Chapter 21
Termination and Amendment of Charter

This chapter sets out procedures by which the Project Owner, the Founder, the Board, or the Parcel Owners may amend this Charter to address changes in the plans, needs, or desires of Symphony Park.

21.1. Term and Termination

This Charter shall be of perpetual duration unless terminated in the manner provided in §116.2118 of the Act by agreement signed by Parcel Owners representing eighty percent (80%) of the total votes in the Association.

If any provision of this Charter would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

In addition to the above, the Founder's and the Project Owner's consent shall be required to terminate this Charter during the Development and Sale Period.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

21.2. Amendment

(a) ***By the Founder.*** The Founder may unilaterally amend this Charter: (i) to correct clerical, typographical, or technical errors; (ii) to comply with any applicable governmental statute, rule, regulation, or judicial determination; (iii) to comply with the requirements, standards, or guidelines of any institutional or governmental lender, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iv) to assign Common Area as Limited Common Area pursuant to Section 3.1; (v) as necessary to exercise the rights reserved to the Founder under Section 18.1 and Section 19.1; and (vi) otherwise as permitted by the Act.

(b) ***By the Association.*** The Association may amend this Charter: (i) to assign Common Area and Limited Common Area pursuant to Section 20.4; (ii) to subdivide a Parcel or relocate boundaries between Parcels upon application of the Owner(s) of the affected Parcel pursuant to the Act; and (iii) otherwise as permitted or required by the Act.

Any amendment pursuant to this section shall be prepared, executed, certified, and recorded on behalf of the Association by any officer designated for such purpose or, in the absence of such designation, by the Association's President.

(c) ***By the Owners.*** Except as otherwise specifically provided above or in the Act, and subject to any limitations imposed by the Act, this Charter may be amended only by:

(i) the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing Parcels to which at least 67% of the total votes in the Association are allocated; and

(ii) during the Development and Sale Period, the Founder's written consent.

(d) ***Validity and Effective Date.*** No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder (or the assignee of such right or privilege).

If a Parcel Owner consents to any amendment to this Charter or the By-Laws, it will be conclu-

sively presumed that such Parcel Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Parcel Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or it shall be presumed that such amendment was validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(e) ***Exhibits.*** Exhibits "A," "B," "D", "F" and "G" are incorporated by this reference, and this chapter shall govern amendment of those exhibits. Exhibit "C" is incorporated by this reference and may be amended under Chapter 7 or pursuant to this section. Exhibit "E" is attached for informational purposes and may be amended as provided in that exhibit or in the provisions of this Charter that refer to such exhibit.

THIS AMENDED AND RESTATED COMMUNITY CHARTER FOR SYMPHONY PARK is made and executed by the undersigned Founder and the Project Owner this _____ day of _____, 2011.

NEWLAND REAL ESTATE GROUP, LLC, a Delaware limited liability company

By: _____
Name: Sam Gladstein
Title: President

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

By: _____
Name: Elizabeth N. Fretwell
Title: President

SYMPHONY PARK MASTER ASSOCIATION, INC., a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

OFFICE DISTRICT PARKING I, INC., a Nevada nonprofit corporation

By: _____
Name: _____
Title: _____

CITY OF LAS VEGAS NEVADA, a Political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

Approved as to form:

M. Nichols, ESQ
Date
Michael Nichols 9-22-11

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

EXHIBIT "A"

Land Initially Submitted

EXHIBIT A

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING** ; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13"" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING.**

BASIS OF BEARING

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

END OF DESCRIPTION.

EXHIBIT "B"

Additional Property

[ATTACH MAP]

Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner of the applicable property by filing a Supplement in accordance with Chapter 18.

The property north of Bonneville, east of Interstate Highway I-15, south of Interstate Highway 95 and west of the Symphony Pacific Railroad tracks.

EXHIBIT "C"
Initial Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance. It is expressly intended that the Board, as appropriate, have discretion to approve or disapprove actions or items, or to enforce or not enforce technical violations of the Governing Documents, based upon considerations consistent with the Governing Documents. As such, while something may be approved or permitted under one set of circumstances, the same thing may be disapproved under a different set of circumstances. Exercising discretion in approvals or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any circumstances it deems appropriate.

The following shall apply to all of Symphony Park until such time as modified pursuant to this Charter.

1. General. Symphony Park shall be used only for purposes consistent with the Master Plan and the Governing Documents.

2. Restricted Activities. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Symphony Park:

a. Parking any vehicles in designated "no parking" areas, or parking of mobile homes, recreational vehicles, boats and other watercraft, and trailers in areas other than those designated for such purposes; provided, construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to any Parcel or the Common Area and temporary marketing and construction trailers are permitted in areas the Founder or the Board designates. Keeping stored or inoperable vehicles anywhere within Symphony Park is prohibited, except that vehicles may be stored in assigned parking spaces in residential developments;

b. Raising, breeding, or keeping animals, except that a reasonable number of dogs, cats, or other usual and common household pets may be kept in a residential dwelling. Animals brought into Symphony Park shall be kept on a leash or otherwise confined in a manner acceptable to the Board. Any animal which is permitted to roam free, or, in the Board's sole discretion, makes objectionable noise, endangers the health or safety of any individual or other animal, or constitutes a nuisance or inconvenience shall be removed upon the Board's request. If the animal's owner fails to honor such request, the Board may remove or provide for the removal of the animal from Symphony Park;

c. Any activity that emits foul or obnoxious odors or creates excessive noise or other conditions that tend to disturb the peace or threaten the safety of others, each as determined in the Board's reasonable discretion;

d. Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

e. Activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures;

f. Any noxious or offensive activity which in the Founder's or the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or other portions of Symphony Park;

g. Outside burning of trash, leaves, debris, or other materials, except during the normal course of permitted construction;

h. Use and discharge of firecrackers and other fireworks, except that the Association may sponsor or otherwise permit structured and supervised fireworks displays from time to time;

i. Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

j. Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

k. On-site storage of fuel, except that a reasonable amount of fuel may be stored for emergency purposes and, maintenance vehicles, generators, and similar equipment;

l. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Symphony Park or which use excessive amounts of water;

m. Any modification of anything, permanently or temporarily, on any Parcel, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 5. This shall include, without limitation, signs, fences of any kind, and satellite dishes and antennas, except that:

(i) a satellite dish designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter and fully hidden from view; or

(ii) a satellite dish designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is greater than one meter in diameter or diagonal measurement (collectively, "**Permitted Antennas**") shall be permitted on Parcels, subject to such reasonable requirements as to location and screening as may be set forth in the Rules consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property, including views to rooftops from adjacent buildings. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Symphony Park, should any master system or systems be utilized by the Association and require such exterior apparatus; and

n. The placement of racks, kiosks or similar items for the distribution outside of any structure, whether for sale or for free distribution or otherwise, of any magazines, newspapers, periodicals, flyers or any other written material in any format whatsoever, including, without limitation, digital format.

3. **Prohibited Conditions**. The following shall be prohibited at Symphony Park:

a. Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Symphony Park;

b. Structures, equipment, or other items on the exterior portions of any Parcel which have become rusty, dilapidated, or otherwise fallen into disrepair; and

c. Speed bumps on any streets within Symphony Park, except with the prior approval of the City.

4. **Use of Symphony Park Logo and Name.** All Parcel Owners are required to use the name "Symphony Park" in any printed and promotional matter and advertising in connection with the marketing of their specific projects within Symphony Park. Such use of the name will be on compliance with the approved logo and graphics for Symphony Park.

5. **Special Events**

a. At times Association Common Area, if any, may be rented to an event planner or outside agency for use of a private party, event or activity. Areas outside a Parcel may be used for display or traffic flow reasons. At no time will the entrance to a Parcel be blocked or traffic diverted for a significant period of time.

b. Participation by users of Symphony Park at special events is encouraged however any booths or sales activity outside the tenant space into the Association common area must be approved in writing and in advance of event by the Association for content and product line. Upon approval, it is the responsibility of the Parcel Owner to obtain the proper permits, licenses and report associated revenues appropriately.

6. **Lodging.** No camping is permitted within a Parcel, in Public areas of Symphony Park or in recreational vehicles within Symphony Park including designated and attached parking structures.

7. **Vehicle access**

a. Association staffed golf or utility carts will be allowed to transport supplies and trash and for general maintenance.

b. The cost to repair any damage to the Common Area or Perimeter Areas in any form may be assessed against the Parcel Owner who directly or indirectly caused the damage.

c. Loading and unloading is to take place at designated areas only.

d. Unauthorized vehicles are subject to fines as outlined in the "Penalty and Fine Policy" may be towed at the vehicle owner's expense.

e. Parking is allowed in designated parking areas only.

f. Skateboards, bicycles Skateboards, bicycles and similar devices may not be ridden on walkways in the Common Areas or the Perimeter Areas. Scooters, wheelchairs and similar devices use by disabled persons are permitted on walkways in the Common Areas or the Perimeter Areas.

8. Utilities

a. Parcel Owners may not tamper with electrical boxes, main water valves or any other such controls associated with Common Areas or the Perimeter Areas.

b. Any damages caused by tampering with public utilities will be billed back, with fines and penalties, to the tenant space that is responsible.

c. Use of utility connections in Common Area or the Perimeter Area must be approved by the Association.

9. Animals

a. Persons with animals are responsible for cleaning up and properly disposing of waste.

b. Animals should be kept on a leash at all times. Owners are responsible for the actions of their animals at all times while in Symphony Park.

c. No animals other than household pets and service animals are allowed at Symphony Park without the consent of the Association which may impose conditions in granting such consent at its sole discretion.

10. Liability.

a. Persons using the Common Areas or the Perimeter Areas for any reason, do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury as a result of using the premises.

b. Parcel Owners and their users are responsible for the actions of their staff, contracted labor and guests. Any damage arising from inappropriate behavior or actions will be the responsibility of the Parcel Owner.

c. Proof of General Liability Insurance for special events and other tenant/owner or guest sponsored event is to be provided to the Association in advance of schedule/approved event.

11. Street Level Store Fronts, Facade and Lighting

a. Storefront signage must be in accordance with the Design Standards.

b. Additional signage for special events or promotions must be approved through the Association.

c. Signage in windows or doors consisting of tape and paper or hand written signs are not allowed.

d. "Open" or "Closed" signs must be placed in the window or door of the store. Signage placed in planters, outside the store (such as a "sandwich board"), or mounted on the store exterior must be approved by the Association.

e. Association may require signage for an event is posted in shops. Placement will not interfere with shop merchandise, displays or theme.

f. No external speakers, televisions, music device or public address system, other than those placed by the Association will be allowed unless authorized in writing, in advance, by the Association.

g. Any merchandising of goods or services within the Common Area or the Perimeter Areas must be approved in advance by the Association.

Symphony Park Common Area Maintenance

1. Symphony Park Common Area Cleanliness

a. Symphony Park is to remain free of litter and trash at all times. Standard shift times will be determined for ongoing trash removal in the public areas. The shift times may be adjusted due to special events or promotions throughout Symphony Park.

b. Public Restrooms are to be used for general use. Any acts such as cleaning tools, paintbrushes or any manner other than what the facility was designed may result in a clean-up charge being assessed to the party who violates. Sidewalk cleaning is to take place so as to not disturb guests or interfere with patrons/tenants of UP.

c. Building owners are responsible for cleaning windows, both interior and exterior, as well as awning cleaning, as necessary.

2. Trash Removal

a. Common Area Trash will be emptied a minimum of 3 times per day. Broken glass, objects of danger or hazardous materials must be identified in a separate or approved container as not to endanger the Association attendant.

b. Building owners and tenants are prohibited from using the common area sidewalk trash receptacles and all Symphony Park users must use appropriate private dumpsters. Large cardboard boxes shall not be deposited in sidewalk trash receptacles.

c. Garbage in or out of bags shall not be placed outside of a location due to smell, rodent and aesthetic reasons.

d. The burning of trash is strictly prohibited. Violators will be subject to strict fines.

e. Parcel Owners with patio, sidewalk cafes or outside seating need to pay close attention to items placed on tables to ensure they do not blow into public areas creating litter and are responsible for the proper cleaning of the areas in and around the outside common areas.

3. Grease Traps

Parcel Owners and their users are responsible for performing weekly cleaning of grease traps (if any) by chemically treating each trap to prevent odor and assist in the function of the trap and appropriate pumping of traps.

4. Patio and Terraces

a. It is the responsibility of the Parcel Owners to ensure the Patio and Terrace areas are kept clean, organized and in operational condition.

b. It is the Parcel Owners responsibility to ensure tables and chairs are kept in clean and safe operational condition.

c. Items such as hoses, extension cords or items not relating to the patio operations must be stored in an area that is not open to guest view.

d. Public space of tenant shop shall not be used for long term or short-term storage.

e. Misting, misting hours and misting maintenance are the sole responsibility of the building owners and/or tenants.

5. Parcel Fencing

All Parcel Owners shall provide fencing and wind protection around the perimeter of their respective Parcels at all times prior to and during construction on such Parcels,

6. Violations, Fines and Penalties

To be determined by the Board of Directors of the Association.

EXHIBIT "D"

Allocating Liability for Assessments, Commencement of Assessments and Allocating Votes Among Parcels

1. **Assignment of Equivalent Units**. For purposes of allocating assessments among Parcels, and for purposes of allocating votes in the Association among Parcels, each Parcel shall be assigned Equivalent Units. The number of Equivalent Units for each Parcel is determined in accordance with the table set forth below based upon the size of the Parcel and the land use classifications within the Parcel, including all uses within the Parcel, as determined by actual uses.

Until the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, all Parcels shall be assessed as indicated in the first row of the table set forth below as unimproved land. Assessments for Parcels will commence at the time a Parcel is submitted to this Charter except as provided in paragraph 5 below of this Exhibit "D". At such time as the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, the Improvements will be assessed on the basis indicated below with no further assessment for land area.

Equivalent Units for residential units will be based on the final approved subdivision map for the Improvements. A unit which is divided into separate fractional or timeshare intervals shall be classified as a single unit (*i.e.,* each fractional or timeshare interest shall *not* constitute a separate unit). A dwelling unit shall be the structure or the portion of a structure designed for occupancy by a single household (*e.g.,* a condominium unit or a single rental apartment unit).

Equivalent Units for nonresidential Improvements will be based on the final approved architectural floor plans and elevations for the Improvements. "Gross floor area" shall be the area within an enclosed structure intended for occupancy or other use, as determined by a licensed engineer or architect. To the extent applicable, the definition of "gross floor area" set forth in the applicable zoning ordinance pertaining to Symphony Park, as may be amended from time to time, shall be followed in making any determination of the gross floor area of a use within a Parcel.

In the case of a change in use, the new allocation shall be made as of the date upon which the new use actually commences.

During the Founder Control Period, the Founder unilaterally may amend this Exhibit "D" to create additional Land Use Classifications and to assign Equivalent Units to such new use.

The Founder shall make all determinations of land use classification during the Founder Control Period. Thereafter, the Board shall determine land use classifications; provided, the land use classification of a Parcel or any portion of a Parcel hereunder shall not be changed once established unless there has been a change in predominant use.

2. **Calculation of Assessments**. The share of any assessments to be assessed by the Association against a Parcel shall be represented by a fraction, the numerator of which is the number of Equivalent Units assigned to the particular Parcel and the denominator of which is the total number of Equivalent Units assigned to all Parcels subject to such assessment. Such fraction shall be multiplied by the total dollar

amount of the Common Expense budget assigned to all Parcels in order to determine the dollar amount of the assessment to be levied against the particular Parcel. Notwithstanding the foregoing, until the core and shell of any Improvements on a given Parcel are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, such Parcel shall be assessed as indicated in the first row of the table set forth below as unimproved land.

3. **Calculation of Votes**. Each Parcel shall be allocated the number of votes corresponding to the number of Equivalent Units within the Parcel.

4. **Computation by Board**. The land use classification and number of Equivalent Units assigned to each Parcel, and the share of assessments (stated as a percentage) to be levied on each Parcel subject to assessment, shall be computed at least annually by the Board. If a use within a Parcel that is improved such that it is no longer being assessed as undeveloped land pursuant to the Land Use Classification schedule below changes during the fiscal year, the Board shall be authorized to adjust the assessment against the Parcel effective with such change in use, but the Board shall not reallocate assessments against all other Parcels to take into account such change until the next annual budget. Notice of the percentages for each Parcel (including a summary of the computations) shall be sent to each Parcel Owner together with the notice of the assessment. Each Parcel Owner shall provide the Association with such information as the Board requires in order to make a determination of the Equivalent Units to be allocated to the Parcel Owner's respective Parcel, including, without limitation, as-built drawings of the Improvements on the Parcel.

In the event that additional real property is made subject to this Charter during the Association's fiscal year, for computation of Equivalent Units, the Board shall recompute assessment percentages and votes for each Parcel and send notice of such recomputed percentages to each Owner; provided, no adjustments shall be made in any assessments previously levied to reflect such recomputation.

Land Use Classification	**Equivalent Units**
Up and until a certificate of completion is issued for Improvements on a Parcel, all undeveloped Parcels – without regard to use. After such certificate of completion is issued, there shall be no Equivalent Units allocated to a Parcel on account of the land area of a Parcel and Equivalent Units shall be allocated solely on the basis of the Improvements on the Parcel.	Ten thousand (10,000) per acre of land (prorated by one-hundredth of an acre). Up and until a certificate of completion is issued for Improvements on a given Parcel, such Parcel shall only pay an annual assessment on account of Base Assessments of $10,000 per acre (prorated by one-hundredth of an acre and rounded to the nearest one cent).
Retail and service establishments, including, without limitation, banks (including ATM's) and other financial services and institutions, and travel agencies	One (1) per square foot of gross floor area
Restaurants, bars, nightclubs, taverns, supper clubs.	One (1) per square foot of gross floor area
Entertainment (including the Performing Arts Center,	Thirty (30) per seat

dinner theaters, theme-based attractions, movie theaters, etc.)	
Hotel or hospital	Five hundred (500) per room
Fractional or time-share units	
Casino/Gaming Establishment	Three (3) per square foot of gross floor area
Conference/meeting/banquet rooms within a hotel/conference center	One (1) per square foot of gross floor area
Cultural(including non retail art galleries, museums and libraries)	One Half (1/2) Unit per square foot of gross floor area
General Office/Medical Center including walk-in medical clinics.	One Half (1/2) Unit per square foot of gross floor area
Spas, health clubs, including health and fitness areas within a hotel	One (1) per square foot of gross floor area
Residential units (single family attached, detached, and condominium) and multi- family rental apartments	Six hundred (600) per dwelling unit
Exempt property (or as provided in Section 14.8)	0

Calculating Equivalent Units - Examples.

- A Parcel containing 3,000 seats of entertainment use, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 116,150 Equivalent Units (3,000 seats of entertainment times 30 = 96,150; 10,000 square feet of retail times 1 = 10,000; 10,000 square feet of restaurant times 1 = __10,000.

- A Parcel containing a 150-room hotel, 20,000 square feet of conference/meeting space, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 115,000 Equivalent Units (150 rooms times 500 = 75,000; 20,000 square feet of conference/meeting space times 1 = 20,000; 10,000 square feet of retail times 1 = 10,000; 10,000 square feet of restaurant times 1 = 10,000).

5. Exemption. Notwithstanding anything to the contrary contained in this Charter, any undeveloped Parcel owned by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate thereof shall not be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as such Parcel is developed by the Project Owner or an Affiliate of the Project Owner or conveyed or leased pursuant to a Parcel Ground Lease to a Person who is not an Affiliate of Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation or the City. At such time as a development of a Parcel is commenced by the Project Owner or an Affiliate of the Project Owner, or conveyance or Parcel Ground Lease of a Parcel by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate to a non-Affiliate Person is effective, such Parcel shall automatically be subject to assessment pursuant to this Charter; provided, however, that assessments

on Parcels H and I shall not commence until such time as a certificate of occupancy for the performing arts center currently under development of Parcels H and I is issued.

Notwithstanding anything to the contrary contained in this Charter, no given Parcel shall be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as all offsite streets and customary utilities are installed to the property line of such Parcel and are operable so that such Parcel can be developed for its intended use. Assessments shall commence on such Parcel at such time notwithstanding that such Parcel and/or any development thereon is not ready to utilize such streets and utilities.

EXHIBIT "E"

By-Laws of Symphony Park Owners Association

EXHIBIT "E"

AMENDED AND RESTATED BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

(as adopted by the Board of Directors on September 21, 2011)

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BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

Chapter 1

Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Symphony Park Master Association, Inc. (the "**Association**"). The Association is a nonprofit corporation organized pursuant to the provisions of Chapter 82, Nevada Revised Statutes.

1.2. Principal Office.

The Association's principal office shall be located in Clark County, Nevada. The Association may have such other offices as the Board may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Community Charter for Symphony Park, as it may be amended (the "**Charter**"). The term "**majority**," as used in these By-Laws, means those votes, Parcel Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

Chapter 2
Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have two classes of membership, one class consisting of the Parcel Owners and one class consisting of the Founder, as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

2.3. Association Meetings.

(a) ***General.*** Association meetings shall be open to all Parcel Owners. The Board may regulate Parcel Owners' participation in discussions at meetings; provided after the Founder Control Period, at any regular or special meeting, Parcel Owners must be given an opportunity to make comments during a designated time. If the meeting agenda is limited to specific topics, Parcel Owners' comments may be limited to those topics. Notwithstanding the above, there must be at least one meeting per year at which Parcel Owners may comment on any topics relevant to Association matters.

Except in an emergency, as defined in the Nevada Uniform Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et. seq.* (as amended from time to time, the "**Act**"), Parcel Owners may not take action at an Association meeting on any item not listed in the agenda for the meeting.

The first Association meeting, whether a regular or special meeting, shall be held within one year after the Association's incorporation.

(b) ***Annual Meetings.*** The Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

(c) ***Special Meetings.*** The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or upon written petition of Parcel Owners representing at least five percent of the total votes in the Association.

2.4. Notice of Meetings.

The President, the Secretary, or the officers or other persons calling a meeting of the Parcel Owners shall deliver or cause to be delivered to each Parcel Owner entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting. The notice also shall state the right of any Parcel Owner to: (a) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy, and (b) speak to the Association of the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.3108 of the Act. In the case of a special meeting or when otherwise required by statute, the Charter, or these By-Laws, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 9.5, at least 10 but not more than 60 days before the date of such meeting. Notice of any meeting at which an assessment for a capital improvement or the com-

mencement of a civil action is to be considered shall be given at least 21 calendar days prior to the meeting.

2.5. Waiver of Notice.

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Parcel Owner may waive, in writing, notice of any Association meeting, either before or after such meeting. A Parcel Owner's attendance at a meeting shall be deemed a waiver by such Parcel Owner of notice of the time, date, and place thereof, unless the Parcel Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.6. Quorum; Adjournment of Meetings.

Except as these By-Laws, the Charter, or the Articles may otherwise provide, the presence of Parcel Owners representing at least 25% of the total votes in the Association shall constitute a quorum at all Association meetings and the vote of Parcel Owners representing a majority of the total eligible votes cast shall constitute the action of the Parcel Owners.

If any Association meeting cannot be held because a quorum is not present, the Parcel Owners representing a majority of the votes present at such meeting may adjourn the meeting to a time at least 15 but not more than 30 days from the scheduled date of the original meeting.

If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Parcel Owners of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

At the reconvened meeting, the quorum requirement shall be reduced to the presence of Parcel Owners representing at least 20% of the total votes in the Association. If a quorum is present at the reconvened meeting, any business may be transacted that might have been transacted at the meeting originally called.

Parcel Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Parcel Owners to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

2.7. Voting.

The voting rights of the Parcel Owners shall be as set forth in the Charter and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. Parcel Owners may vote in person, by proxy, or by written ballot in accordance with such rules and procedures as the Board may adopt.

2.8. Proxies.

On any matter to be voted on by the Parcel Owners, each Parcel Owner may vote in person or by proxy, subject to the limitations of Nevada law and subject to any specific provision to the contrary in the Charter or these By-Laws.

Every proxy shall be in writing, shall identify the Parcel for which it is given, signed by the Parcel Owner or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover the entire vote which the Parcel Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies pur-

porting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon (a) conveyance of any Parcel for which it was given, (b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Parcel Owner who is a natural person, or (c) the date of the meeting for which it was originally executed, unless a shorter period is specified in the proxy.

2.9. Conduct of Meetings.

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association's books.

Meeting minutes or a summary of the meeting minutes shall be made available to the Parcel Owners within 30 days after the date of each meeting. A copy of such minutes or summary of minutes shall be provided to a Parcel Owner upon request; provided, the Board may require a requesting Parcel Owner to pay the cost of providing such copy.

2.10. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Parcel Owners may be taken without a meeting, without prior notice, and without a vote if Parcel Owners representing at least the minimum number of votes in the Association necessary to authorize such action if such action was taken at a meeting that all Parcel Owners entitled to vote on such matter were present and voted, sign a written consent specifically authorizing the proposed action. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Association. Such consents shall be filed with the Association's minutes and shall have the same force and effect as a vote of the Parcel Owners at a meeting.

Chapter 3
Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

The Board shall govern the Association's affairs. Each director shall have one vote. Directors need not be Parcel Owners or occupants of a Parcel.

3.2. Number of Directors.

The Board shall consist of at least three directors, as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) ***Initial Board.*** The initial Board shall consist of three directors appointed by the Founder and identified in the Articles of Incorporation. The initial directors shall serve until their successors are appointed or elected as provided in this Section.

(b) ***Directors During the Founder Control Period.*** Except as otherwise provided in this subsection, the Founder may appoint, remove, and replace Board members until termination of the Founder Control Period. During such period, the Parcel Owners other than the Project Owner shall be entitled to elect a minority of the total number of directors according to the following schedule (directors elected by the Parcel Owners are referred to as "**Owner Directors**").

Within 30 days after the time that Persons other than the Project Owner, the Founder, or Parcel Developers hold title to 25% of the total Parcels intended to be included within Symphony Park under the Master Plan, or whenever the Founder earlier determines, the President shall call for an election by which the Parcel Owners shall be entitled to elect one director. The Parcel Owners other than the Project Owner shall elect such director "at-large." The remaining directors shall continue to be appointees of the Founder.

For purposes of this Section, title to a Parcel for which a Parcel Association is created shall be deemed held by Persons other than the Project Owner, the Founder, or a Parcel Developer at such time as the board of directors for such Parcel Association is elected by the Sub-Unit Owners of Sub-Units within such Parcel, as opposed to the Parcel Developer.

The Owner Directors elected pursuant to this Section 3.3(b) shall be elected for a term of two years or until the happening of the event described in Section 3.3(c)(i), whichever is shorter. If such director's term expires prior to the happening of the event described in Section 3.3(c)(i), a successor shall be elected for a like term.

(c) ***Directors After the Founder Control Period.***

(i) Within 30 days after termination of the Founder Control Period, the Board shall be increased to five directors and the President shall call for an election by which the Parcel Owners shall be entitled to elect five Owner Directors as follows:

- One director shall be elected by Parcel Owners casting votes associated with residential Sub-Units within the Parcels ("**Residential Director**").

- One director shall be elected by Parcel Owners casting votes associated with hotel use on the Parcels ("**Hotel Director**").

- One director shall be selected by the Parcel Owners on which non-profit uses are predominant ("**Non-Profit Director**").

- One director shall be elected by Parcel Owners casting votes associated with (i) Parcels on which the predominant use is office or (ii) Parcels on which the predominant uses is casino/gaming ("**Commercial Director**").

- One director shall be elected by Parcel Owners casting votes associated with retail use within the Parcels ("**Retail Director**").

If a Parcel only has votes under the Charter as an undeveloped Parcel, the Parcel Owner casting votes for such Parcel shall cast votes for the Director based on the predominant land use for which such Parcel has been designated under the Master Plan.

If a Parcel or a portion thereof does not fall within any of the above categories, the Parcel Owner casting votes for such Parcel or portion thereof shall cast votes for the Commercial Director. If no Parcel or portion thereof falls into a category described above, then an additional Commercial Director shall be elected by Parcel Owners entitled to elect the Commercial Director to fill such vacant position.

Notwithstanding the voting provisions set forth elsewhere in the Governing Documents, each Parcel shall be assigned one or two votes for purposes of electing directors, without regard to Equivalent Units, as provided in this paragraph. Each Parcel shall cast a vote for a director based on the predominant use (according to square footage) of the Parcel (*e.g.* if the predominant use of the Parcel is residential, the Parcel's vote shall be cast for the Residential Director). In addition, if retail is not the predominant use of a Parcel, but the Parcel contains more than 10,000 square feet of retail space, then that Parcel will be entitled to cast an additional vote for the Retail Director.

During the Development and Sale Period, the Founder shall initially determine which Parcels, or portions of Parcels, fall into which use categories. The Founder shall make such determination on the intended uses in accordance with the Master Plan or based upon actual use. Thereafter, the Board shall make such determination in the exercise of its reasonable discretion; provided the classification of a Parcel or any portion of a Parcel shall not be changed once established unless there has been a change in use.

(ii) In order to establish staggered terms among the directors, the initial Residential Director, Hotel Director, and Non- Profit Director shall serve until the second annual meeting following their election. The remaining directors initially elected pursuant to subsection (c)(i) shall serve until the third annual meeting following their election. Thereafter, upon expiration of the term of office of each Owner Director, the Parcel Owners entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

(iii) Notwithstanding the references to Parcel Owners in Section 3.3(c) above: (A) for each predominant use of a Parcel which is organized as a condominium association, its vote for a director shall be cast by the board of directors of such condominium association, notwithstanding that such condominium association may not be a Parcel Owner, as defined in the Charter; and (B) in the case of a mixed-use Parcel where the retail use is entitled to a vote in addition to the vote assigned to the predominant use of the Parcel, the vote for the retail use shall be cast by the

owner of the retail space within the Parcel rather than the Parcel Owner, if different. If there is more than one retail owner within the Parcel, the retail vote shall be cast by the Parcel Owner of the Parcel based upon a polling of the retail Sub-Unit Owners within the Parcel.

The Persons entitled to cast votes for particular use categories are generally referred to in these By-Laws as "**Electors**"

3.4. Nomination and Election Procedures.

(a) ***Nomination of Candidates.*** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by a vote of the Electors.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. The Nominating Committee, if any, shall consist of at least three Persons, including a chairman, who shall be a Board member, and two or more Electors or representatives of Electors.

In preparation for each election, the Nominating Committee, if created, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Electors at such election. The Nominating Committee shall nominate separate slates for the directors to be elected from particular uses within Symphony Park. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Electors and to solicit votes.

(b) ***Election Procedures.*** At each election, voting shall be by written ballot cast by mail, facsimile transmission, electronic mail, or at a meeting, as the Board determines, or by any other method permitted by Nevada law. Each Elector may cast the vote assigned to its Parcel for each position to be filled from any slate of candidates on which such Elector is entitled to vote. Under no circumstances shall cumulative voting be permitted in any election of directors.

3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by the vote of the Electors holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Electors, the Electors entitled to elect the removed director shall elect a successor for the remainder of the term of such director.

To the extent permitted under the Act, at any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who (a) has three consecutive unexcused absences from Board meetings; (b) is more than 30 days delinquent (or represents a Parcel which is so delinquent) in the payment of any assessment or other charge due the Association; or (c) fails to cure a violation of the Governing Documents pertaining to the property within Symphony Park that he or she owns or occupies after being given notice from the Board or its designee and a reasonable opportunity to cure such violation. The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, the Board may

declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Electors entitled to fill such directorship shall elect a successor for the remainder of the term.

This Section shall not apply to directors the Founder appoints. The Founder shall appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 30 days following each annual Association meeting at such time and place as the Board shall fix for the purpose of electing officers and providing for such other organizational functions as deemed appropriate.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

3.8. Special Meetings.

The Board shall hold special meetings when called by written notice the President, Vice President, or any two directors sign.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, the items on the agenda for such meeting. The notice also shall state the right of any Parcel Owner to: (i) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy; and (ii) speak to the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.31083 of the Act. Except in an emergency, at any meeting, the Board may act only on items included in the agenda.

(b) Except in an emergency, the Board shall notify the Parcel Owners and the directors of each Board meeting at least 14 days before the date of the meeting by either: (i) mailing notice of the meeting to each Parcel Owner by United States mail; (ii) publication of a schedule of the Board meetings in a newspaper, newsletter, on a community intranet or website, or by similar means that is circulated to each Parcel; or (iii) with the consent of the Parcel Owners by facsimile or electronic mail.

In the event of an emergency, the Association shall cause notice to be sent in the manner provided under Section 116.31083(3) of the Act.

(c) Transactions at any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

3.11. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Nevada law, these By-Laws, or the Charter specifically provide otherwise. Directors shall not vote by proxy nor shall a director's proxy be considered for the purpose of establishing a quorum. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

3.12. Conduct of Meetings.

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

3.13. Open Meetings; Executive Session.

(a) Subject to the provisions of subsection 3.13(b) and Section 3.14, all Board meetings shall be open to all Parcel Owners and Electors, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to the extent permitted by Nevada law. The Board shall meet in executive session if requested by a Person who may be subject to a fine, penalty, or other form of discipline, and such Person shall be entitled to attend such executive session. The President may adjourn any Board meeting and reconvene in executive session for any purpose permitted under Section 116.31085 of the Act.

3.14. Action Without a Formal Meeting.

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if the directors sign a written consent, setting forth the action so taken and with the number of signatures required by applicable law. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.15. Powers.

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Nevada law require to be done and exercised by the membership.

3.16. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Parcel Owner's share of the Common Expenses and any Service Area Expenses;

(b) levying and collecting such assessments from the Parcel Owners and other Persons re-

sponsible for paying shared expenses pursuant to any agreement or recorded covenant;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on the Association's behalf and in the Association's name in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(f) making and amending Rules in accordance with the Charter;

(g) opening bank accounts on the Association's behalf and in the Association's name and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Parcel Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Charter;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping a detailed accounting of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a Parcel, any Parcel Owner, and the holders, insurers, and guarantors of any Mortgage on any Parcel, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 7.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Nevada law, the Articles and these By-Laws.

3.17. Conflicts of Interest; Code of Ethics.

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate, and the Founder may transact business with the Association or its contractors.

The Board may create and adopt a written "Code of Ethics" applicable to all directors and officers. The Code of Ethics shall incorporate the above standards and other conduct rules it deems appropriate. At a minimum, the Code of Ethics shall require each officer and director to conduct himself or herself in a manner consistent with the Board Standards described in Section 6.1. Each officer and director, as a pre-condition to service, shall acknowledge and agree, in writing, to abide by the Code of Ethics.

Chapter 4
Officers

4.1. Officers.

The Association's officers shall include a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Vice President.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Parcel Owners, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose as long as such duties are not inconsistent with these By-Laws.

(a) ***President.*** The President shall be the Association's chief executive officer. The President (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Nevada; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

(b) ***Secretary.*** The Secretary (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Parcel Owners for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

(c) ***Treasurer.*** The Treasurer shall have primary responsibility for preparing the budget as provided for in the Charter and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Treasurer (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all duties incident to the office of Treasurer.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

Chapter 5

Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three but no more than five Persons who shall not be officers, directors, or employees of the Association, or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Chapter 8 of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

5.3. Service Area Committees.

The Parcel Owners within any Service Area, if any, which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Parcels in Symphony Park. A Service Area Committee, if elected, shall consist of no more than three representatives of the property within the Service Area.

Elections of Service Area Committees may be held by written ballot sent to all Parcel Owners of Parcels within the Service Area, or at a meeting of the Parcel Owners within the Service Area, as the Board determines. The Board or any Parcel Owner of a Parcel in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected.

Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an ex officio member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Parcels in the Service Area and their representatives.

Chapter 6

Standards of Conduct; Liability and Indemnification

6.1. Standards for Directors and Officers.

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under Nevada law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the Association and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Nevada law.

6.2. Liability.

(a) A director shall not be personally liable to the Association, any Parcel Owner, or any other Person for any action taken or not taken as a director if the director has acted in accordance with Section 6.1.

(b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:

(i) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(ii) affirmatively undertakes to make decisions which he or she reasonably believes are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he or she has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of property within Symphony Park); and

(iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

(c) The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be owners of property within Symphony Park).

6.3. Indemnification.

Subject to the limitations of Nevada law, the Association shall indemnify, defend, and hold harmless every officer, director, and committee member for, from, and against all damages and

expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Nevada law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association;

(ii) intentional misconduct or knowing violation of the law;

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth in the Nevada Revised Nonprofit Corporation Act, NRS §82.006, *et. seq.*, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

Chapter 7

Management and Accounting

7.1. Compensation of Directors and Officers.

The Association shall not compensate directors and officers for acting as such unless Parcel Owners representing a majority of the total votes in the Association approve such compensation at an Association meeting. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2. Managing Agent.

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Founder as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest which it may have in any firm providing goods or services to the Association.

7.3. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles; and

(ii) the Association's cash accounts shall not be commingled with any other accounts.

(b) Commencing at the end of the first quarter following the year in which the first Parcel is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Parcel Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for review by Parcel Owners within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

7.4. Borrowing.

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Parcel Owner approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

7.5. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, within and outside Symphony Park. The Board shall consent to any common management agreement.

7.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

Chapter 8

Enforcement Procedures

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) the alleged violator shall have 10 days to present a written request for a hearing to the Board or the Covenants Committee (if one has been appointed pursuant to Chapter 5), and (d) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within 14 days of the notice; provided, prior to imposing a fine against a Parcel Owner, the Board shall schedule and hold a hearing, to the extent required in accordance with Section 116.31031 of the Act, and the Parcel Owner against whom the fine will be imposed shall be provided a reasonable opportunity to prepare for and be present at such hearing.

The alleged violator shall respond to the notice of the alleged violation in writing within such 14-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 14-day period the Board may, but shall not be obligated to, waive the sanction.

Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Governing Documents by any Person. Except in the event of the imposition of a fine, in which case the Board shall schedule and hold a hearing to the extent required in accordance with Section 116.31031 of the Act, if a timely request for a hearing is not made, the sanction stated in the notice may be imposed without a hearing; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Chapter, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

Notwithstanding the above, prior to imposing a fine, the Board shall provide the alleged violator with such notice of the existence of the Governing Document provision and the alleged violation as is required under Section 116.31031(2) of the Act.

8.2. Hearing.

If a hearing is requested within the allotted 14-day period or if a hearing is otherwise required under Section 116.31031 of the Act, the hearing shall be held in executive session before the Covenants Committee or, if no Covenants Committee has been appointed, before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes

of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (*i.e.*, the Board's or Committee's decision) and the sanction, if any, to be imposed.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

8.3. Appeal.

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 14 days after the hearing date.

Chapter 9

Miscellaneous

9.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law or the Governing Documents.

9.3. Conflicts.

If there are conflicts among the provisions of Nevada law, the Articles of Incorporation, the Charter, and these By-Laws, the provisions of Nevada law, the Charter, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

9.4. Books and Records.

(a) ***Turnover of Books and Records.*** Within 60 days after termination of the Founder Control Period, the Founder shall deliver to the Association all property, books and records of the Association.

(b) ***Inspection by Members and Mortgagees.*** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Parcel, any Parcel Owner, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Parcel: the Governing Documents, the membership register, books of account, the minutes of meetings of the Parcel Owners, the Board, and committees, and any other records as required by Nevada law. The Board shall provide for such inspection to take place within 10 business days after receipt of a written request for access at the Association's office or at such other place within Symphony Park as the Board shall designate.

(c) ***Rules for Inspection.*** The Board shall establish rules with respect to:

(i) the frequency and manner of inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing documents requested.

(d) ***Inspection by Directors.*** Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

9.5. Notices.

(a) ***Form of Notice and Method of Delivery.*** Except as otherwise provided in the Charter or these By-Laws or by law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by

facsimile or electronic mail with written confirmation of transmission.

(b) ***Delivery Address.*** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Parcel Owner, at the address, telephone facsimile number, or e-mail address which the Parcel Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Parcel of such Owner;

(ii) if to a Parcel Association, the Parcel Association's board of directors, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Parcel Association or its managing agent, or at such other address as the Parcel Association shall designate by notice in writing to the Parcel Owners pursuant to this Section;

(iii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Parcel Owners pursuant to this Section; or

(iv) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder shall designate by notice in writing to the Association pursuant to this Section.

(c) ***Effective Date.*** Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.6. Amendment.

(a) ***By Founder.*** Until termination of the Founder Control Period, the Founder may unilaterally amend these By-Laws for any purpose; provided, no amendment that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing; and provided, further, no unilateral amendment by the Founder may materially adversely effect the substantive rights of Parcel Owners who are the owners of more than 10% of the total acreage comprising the Parcels.

(b) ***By the Board.*** The Board may unilaterally amend these By-Laws if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Parcels; (iii) to satisfy the requirements of any local, state, or federal governmental agency; or (iv) as necessary to clarify or correct technical, typographical, or scrivener's errors. However, no amendment under this paragraph that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing.

(c) ***By Parcel Owners.*** Except as otherwise specifically provided above and elsewhere in these By-Laws, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing 67% of the total votes in the Association. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) ***Validity and Effective Date of Amendments.*** Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of Founder or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Symphony Park Master Association, Inc., a Nevada nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 21st day of September, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21st day of September, 2011.

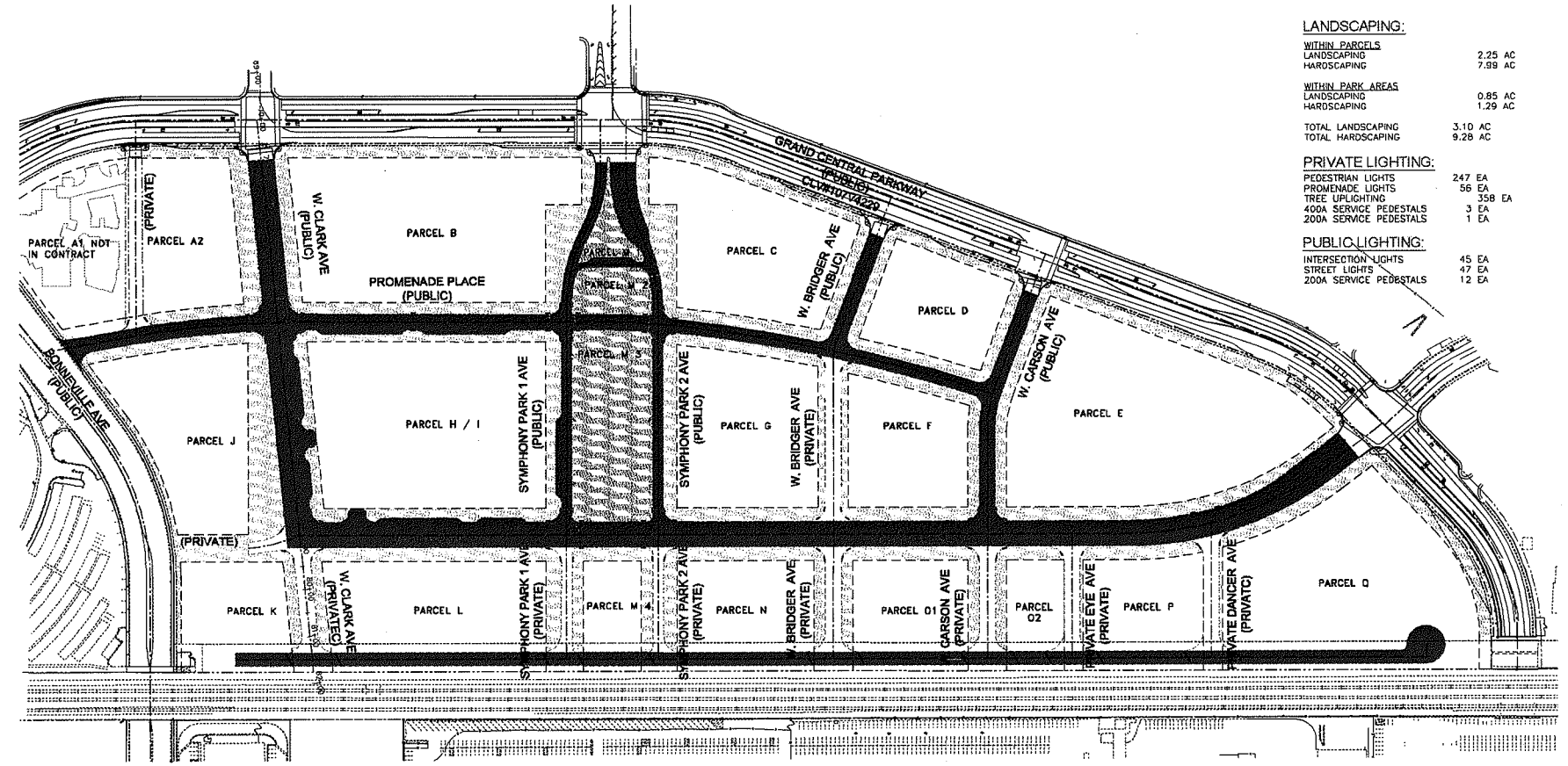
Lorna Meyer

Lorna Meyer
Secretary

[SEAL]

EXHIBIT "F"

Perimeter Areas



LANDSCAPING:

WITHIN PARCELS	
LANDSCAPING	2.25 AC
HARDSCAPING	7.99 AC
WITHIN PARK AREAS	
LANDSCAPING	0.85 AC
HARDSCAPING	1.29 AC
TOTAL LANDSCAPING	3.10 AC
TOTAL HARDSCAPING	9.28 AC

PRIVATE LIGHTING:

PEDESTRIAN LIGHTS	247 EA
PROMENADE LIGHTS	56 EA
TREE UPLIGHTING	358 EA
400A SERVICE PEDESTALS	3 EA
200A SERVICE PEDESTALS	1 EA

PUBLIC LIGHTING:

INTERSECTION LIGHTS	45 EA
STREET LIGHTS	47 EA
200A SERVICE PEDESTALS	12 EA

GRAPHIC SCALE

(IN FEET)

LEGEND:

- PARK AREA
- PERIMETER AREA LANDSCAPE AND WALKWAY AREA
- PUBLIC ROAD
- PERIMETER AREA SPECIAL SERVICE AREA TO BE MAINTAINED BY UPMA

SYMPHONY PARK MASTER ASSOCIATION EXHIBIT
September 21, 2011

Kimley-Horn and Associates, Inc.

EXHIBIT "G"

Retail Use Allocation Schedule

Symphony Park Master Association
Retail Uses by Location

This schedule is to create certain retail zones within Symphony Park in an effort to spread pedestrian and vehicular traffic around the community and to limit certain retail uses to certain zones. To petition a prohibited use in a particular location, an application must be made to, and approved by, the Symphony Park Masters Association (UPMA). This document only regulates retail uses for businesses with store fronts that have direct street access within Symphony Park and/or display windows that front on Symphony Park Streets. It is not the intent of this document to restrict retail within enclosed malls, office buildings, or hotels where the entrance to multiple vendors is through a common entrance and such businesses also do not have display windows on Symphony Park Streets.

The recommended minimum but not mandatory operating hours of street level retail shops are 10:00 a.m. until 6:00 p.m. Various retail uses may open earlier or later or stay open later than the recommended times and may close during holidays. Street level retail uses are encouraged to stay open during UMPA special events. All street level retail and commercial uses are required to post hours of operation in their street frontage window or door.

Medical District *(Blocks A1, A2, J, K, and the portion of blocks B, H/I, & L that front along W. Clark)*

Merchandising Goal: To provide retail goods and services for the daytime population while encouraging an after work / late night atmosphere.

Desired Uses:

- **Cafes***
- **Restaurants***
- **Supper Clubs***
- **Coffee Shop***
- **Brew Pubs**
- **Urban Lounges**
- **Taverns**
- **Office Services / Mailbox Services**
- **Office Supply Retail**
- **Drug Stores / Prescription Services**
- **Storefront professional services that have a retail component visible from the street (eg. Optician, Day Spa, Beauty Salon, etc.)**
- **Banks**
- **Convenience Markets up to 5000 square feet**
- **Museums**
- **Music related goods and services (only on block H/I)**
- **Theaters**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Clark/Promenade intersection.**

Prohibited Uses:

- **Professional Storefronts without retail services**
- **Designers/Interior Decorators**

- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers (unless part of a Day Spa)**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Personal Care Retail (unless part of a Beauty Salon)**
- **Wine Bar (not to be confused with liquor service in a restaurant)**
- **Wine Shops**
- **Grocery Stores over 5000 square feet**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Areas Fronting on Promenade at Blocks B, H/I)*

Merchandising Goal: To provide uses catering to the residents and their Symphony Park Home, while attracting customers from the World Market Center and to create an arts & design related district

Desired Uses:

- **Art Galleries**
- **Coffee House***
- **Café***
- **Museum (only on block H/I)**
- **Designers/Interior Decorators**
- **Upscale Antiques**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Book Stores**
- **Music related goods and services**
- **Performing Arts Center Gift Shop (only on block H/I)**

***Due to parking limitations on Block H/I, It is recommended that no more than one of restaurant, supper club, café, or coffee house be incorporated into the leasing program for this block.**

Prohibited Uses:

- **Professional offices/Services**
- **Financial Services or Banks**
- **Soft Good Retailers**
    - **Men / Women Clothing**
    - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Eyeglass or Sunglass stores**

- **Personal Care Retail**
- **Liquor Stores and/or Wine Shops**
- **Day Spas**
- **Beauty Salons**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Convenience Markets**
- **Theaters**
- **Night Clubs**
- **Nail Salons**
- **Items specifically prohibited per UPMA Charter**

Promenade *(Blocks C, D, F, & G)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House**
- **Restaurants* / supper clubs* / Café***
- **Wine bar**
- **Wine Shops and Fine Spirits**
- **Tobacco Sales and Consumption**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Movie Theaters**

- **Night clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Bridger/Promenade intersection.**

Grand Central Gateway *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M1)*

Merchandising Goal: To provide a signature entrance into Symphony Park from Grand Central Parkway

Desired Uses:

- **Iconic Restaurant**
- **Museum**
- **Gallery**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **National high-end specialty retailer**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA Charter**

Grand Central Gateway Extension *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women Clothing**
  - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / supper clubs**
- **Wine bar**
- **Wine Shops**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**

- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Theaters**
- **Night Clubs**
- **Items specifically prohibited per UPMA Charter**

Discovery Avenue *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2 and Portions of Blocks G, H/I along Discovery Avenue adjacent to Parcel M3)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage and services and specialty retail

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Specialty Foods (Non Supermarket)**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Jewelry**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / Supper clubs / Hotel Lobby Bar**
- **Wine Shops and Fine Spirits**
- **Day Spa or Beauty Salon**
- **Hotel**
- **Lounges and Taverns**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Movie Theaters**
- **Night Clubs**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Items specifically prohibited per UPMA Charter**

Symphony Park *(Blocks M2, M3)*

Merchandising Goal: To provide a casual setting with the use of small kiosks for guests at the Park to enjoy food and beverage.

Permitted Uses*:

- **Coffee/Tea**
- **Wine & Cheese Bar**
- **Ice Cream**
- **Chocolate**
- **Quick Service Food which require very limited on-site prep such as bagels, sandwiches, salads**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA**

***Such permitted uses will only be allowed in designated kiosks and/or from mobile vendor carts as may be allowed per the rules and regulations of Symphony Park.**

City Parkway *(Blocks H/I, F, G, L, N, O1, O2)*

Merchandising Goal: To provide daily goods and services to the residents and employees at Symphony Park

Desired Uses:

- **Grocery Store (east side of street only)**
- **Drug Store (east side of street only)**
- **Dry Cleaners**
- **Nail Salon**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Banks**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Restaurants / Supper Clubs / Taverns**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Movie Theaters**
- **Night Clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

Casino District *(Blocks P,Q)*

Merchandising Goal: To provide nighttime and entertainment uses expected in Las Vegas

Desired Uses:

- **Taverns**
- **Supper Clubs**
- **Casino**
- **Restaurants**
- **Theatres**
- **Night Clubs**
- **Hotel related retail**
- **High-end Department Store (not discount such as Kohl's, Target, Wal-Mart, etc.)**

Prohibited Uses:

- **Discount Stores (eg. 99 cent stores, etc.)**
- **Liquor Stores**
- **Fast Food Restaurants**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - Promenade)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Retail Jewelry**
- **Upscale collectibles**
- **Galleries**
- **Banks**
- **Investment Brokerage**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**

- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - City Parkway)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Banks**
- **Investment Brokerage**
- **Convenience Stores**
- **Dry Cleaners**
- **Drug Stores / Prescription Services**
- **Nail Salons**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**

- **Grocery Stores**
- **Pet Stores**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

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: Symphony Park Master Association, Inc.
Address: 6130 Elton Avenue, Suite 212, Las Vegas, NV 89107
Telephone : (702) 216-0349
EIN or DUNS 27- 1958496

Block 2 **Description**
Amended and Restated Community Charter for Symphony Park

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.	Sam Gladstein/ President & Director	6130 Elton Ave. Suite 212 Las Vegas, NV 89134	702-216-0349
2.	Lorna Meyer/ Secretary, Treasurer, and Director	6130 Elton Ave. Suite 212 Las Vegas, NV 89134	702-216-0375
3.	Rita Brandin/ Director	6130 Elton Ave. Suite 212 Las Vegas, NV 89134	702-216-0375

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 SAM GLADSTEIN

Date 9/26/11

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

Notary Public

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

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

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 the Declaration of Special Land Use Restrictions (DSLURS) on Parcels M1 and M2 located in Symphony Park at Promenade Place and Symphony Park Avenue ($1,500,000 - Capital Projects Fund) – Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,500,000
Funding Source: Capital Project Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
City Parkway V, Inc. (CPV) has conveyed to Symphony Park Master Association (SPMA) Parcel M1 and M2 located within Symphony Park. In consideration of such conveyance, SPMA has agreed that it has acquired the parcels to develop a private park to be owned and operated by the Association in compliance with the Declaration. Approval by City Council has been made for a $1.5M overall cost for the design and construction of the park. Release of such funds to the SPMA from CPV was made subject to City Council's approval of the itemized budget prepared by Newland Real Estate Group (APN: 139-33-511-009 and 010).

RECOMMENDATION:
Approval and authorization for City Parkway V, Inc. to execute the Declaration of Special Land Use Restrictions and release budgeted funds.

BACKUP DOCUMENTATION:
1. Declaration of Special Land Use Restrictions
2. Newland Memorandum Parcel M1 and M2 Budget Explanation
3. Disclosure of Principals

APN NO: 139-33-511-009
139-33-511-010

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
2nd Floor
Las Vegas, Nevada 89101
Attention: Economic & Urban Development Department

(Space Above Line For Recorder's Use)

DECLARATION OF SPECIAL LAND USE RESTRICTIONS

THIS DECLARATION OF SPECIAL LAND USE RESTRICTIONS ("*Declaration*") is made as of _____, 2011, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("*CPV*"), and SYMPHONY PARK MASTER ASSOCIATION, a Nevada nonprofit corporation ("*Association*"). CPV and Association are individually or collectively referred to herein as "Party" or "Parties."

WITNESSETH:

A. WHEREAS, CPV has conveyed to Association the Site, which is more particularly described in Exhibit "A" attached hereto;

B. WHEREAS, the Site is part of Symphony Park, which is more particularly described in Exhibit "B" attached hereto;

C. WHEREAS, in consideration of such conveyance, Association has agreed that it is acquiring the Site to develop the Project set forth in the Scope of Development in accordance with the Restrictions set forth herein.

D. WHEREAS, the Project will be a private park to be owned and operated by Association in compliance with this Declaration.

E. WHEREAS, CPV is conveying the Site to Association in consideration of and on the basis of Association's continuing compliance with the Restrictions;

F. WHEREAS, but for such representations by Association, and Association's unique skills, expertise and suitability in development of the Site and construction and operation of the Specific Facilities described below, CPV would not have conveyed the Site to Association; and

G. WHEREAS, as part of the conveyance of the Site to Association, Association and CPV have agreed on an allocation of responsibilities for the environmental conditions of the Site.

NOW, THEREFORE, in consideration of the foregoing (including the conveyance of the Site by CPV to Association), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Association, the Parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1 Statement of General Purposes. Among the distinguishing characteristics of Symphony Park are the clear delineation of use areas throughout Symphony Park, together with the strict exercise of architectural and occupancy controls over individual construction projects, so as to ensure the harmonious growth and development of Symphony Park and the maximization of the value of CPV's remaining land holdings and Symphony Park as a whole. This Declaration is made in order to promote these purposes, and the Parties intend that these Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

1.2 Certain Definitions.

"*Association*" has the meaning set forth in the first paragraph of this Declaration.

"*Basic Concept Drawings*" means that certain set of documents and exhibits, which was approved with conditions by Las Vegas Planning and Zoning Commission on August 9, 2011.

"*Charter*" means that certain Community Charter for Symphony Park dated December 16, 2009 and recorded with the Recorder of Deeds for Clark County, Nevada on December 16, 2009 as Document No. 200912160000606 (the "*Charter*").

"*City*" means the city of Las Vegas, Nevada a political subdivision of the State of Nevada.

"*Commence Construction*" or "*Commencement of Construction*" means any and all activities involving the grading of the Site by or on behalf of Association.

"*Completion of Construction*" as to any portion of the Project shall mean the date that such portion receives a temporary certificate of occupancy or a notice of completion is recorded.

"*Controlling Interest*" means the ownership, directly or indirectly, of, or other legal right to direct the voting of, twenty-five percent (25%) or more of the voting interests in a Person or the governing body of such Person.

"*Construction Fund*" has the meaning set forth in Section 5.1 below

"*Convey or Conveyance*" means any manner by which any estate or interest in the Site is created, alienated, assigned or surrendered, and includes, without limitation, any sale, lease (other than leases of any retail space entered into by Association in the ordinary course of business), conveyance, transfer, exchange, encumbrance or other disposition of the Site, whether by agreement for sale or in any other manner.

"*CPV Indemnified Party or Parties*" means, collectively, CPV and the City and their respective elected and appointed officials directors, officers, shareholders, members, employees, permitted successors and assigns and agents and Affiliates of such Persons (and the respective heirs, legal representatives, successors and assigns of any of the foregoing).

"*Design Standards*" means the Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 and any amendments and restatements thereto adopted by the City Council.

"*Improvements*" has the meaning set forth in Section 4.4(b)(i).

"*Maintenance Standards*" means those standards for the maintenance and repair of the Project set forth on Exhibit "C" attached hereto.

"*Non-complying Structures*" means structures upon the Site that violate applicable Requirements or any conditions, covenants, or restrictions recorded upon the Site.

"*PEMA*" means the Project Environmental Management Agreement set forth in Exhibit "F" attached hereto.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Plans and Drawings*" those plans, drawings, related documents and any subsequent revisions thereto papered for the construction of the Project.

"*Project Documents*" has the meaning set forth in Section 4.4(b)(i).

"*Repurchase Option*" has the meaning set forth in Section 4.4.

"*Requirement*" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all governmental authorities having jurisdiction over Association or other Persons, or Symphony Park, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, Symphony Park, or any vault in, or under Symphony Park (including, without limitation, the Americans with Disabilities Act and any of the foregoing

relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for Symphony Park or the Infrastructure Improvements, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Association under this Declaration; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

"*Restrictions*" means the covenants, conditions, rights, restrictions and limitations more particularly set forth in this Declaration.

"*Scope of Development*" means the scope of development of the Project attached to this Declaration as Exhibit "D"

"*Schedule of Performance*" means the schedule of performance attached to this Declaration as Exhibit "E"

"*Specific Facilities*" means those buildings, infrastructure improvements, site improvements and other facilities generally specified in the Scope of Development together with all modifications thereto agreed by CPV.

"*SPDRC*" means the design review committee created and operating pursuant to Design Standards.

"*Unavoidable Delays*" means delays due to any of the following (provided that such delay is beyond a Party's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions, litigation, unusually severe or abnormal weather conditions, unavailability or failure of utilities, inability to draw upon financing commitments due to lender and/or equity participant's default, inability to obtain labor, tools or materials, delays of any contractor, subcontractor or supplier, acts of another party, acts or failure to act of any public or governmental agency or entity, a court order which causes a delay (unless resulting from disputes between or among the Party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging Party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging Party), material adverse change in market conditions, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. Such Party shall use reasonable good faith efforts to notify the other Party not later than twenty (20) days after such Party knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

Times of performance under this Declaration may also be extended in writing by CPV and Association.

2. GENERAL AND SPECIFIC USE RESTRICTIONS

2.1 General Use Restrictions. The violation of any of the following general use limitations within ninety-nine (99) years after the recordation of this Declaration shall at CPV's option constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth in Article 4 below.

(a) Subdivision. Except as may be otherwise indicated in the Scope of Development, Association shall not affect any change or amendment to any parcel or final map covering the Site or record any further parcel or final map of the Site or any portion thereof or facilities thereon, pursuant to the NRS, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall Association file any applications with any governmental agency with respect to any of the foregoing matters.

(b) Use. Association shall not construct, or attempt to construct any building or structure other than the Specific Facilities on the Site. Use of the Site is hereby restricted to use as a park.

(c) Zoning. Association shall not use or develop or attempt to use or develop the Site or any portion thereof for any purpose other than the Scope of Development, or those other purposes expressly allowed (without the benefit of a zone variance, special use permit, exception or other special administrative procedure) under the zoning ordinance or ordinances of the governmental entity having zoning jurisdiction over the Site in effect as of the date of recordation of this Declaration. Additionally, Association shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Site or any portion thereof not expressly allowed under such existing zoning. Notwithstanding the foregoing, CPV shall cooperate, at no cost to CPV, with Association's efforts to obtain any special use permits desired by Association.

(d) Unapproved Project. Association shall not permit the construction of any structure or improvements on the Site not in material compliance with all Requirements or the Restrictions and in all other recorded covenants, conditions, rights, restrictions and limitations existing from time to time covering the Site.

(e) Waste or Nuisance. Association shall not commit or suffer to be committed any waste upon the Site and shall not conduct its business so as to impair, in CPV's reasonable opinion, the reputation of Symphony Park.

(f) Conveyance. Association and CPV agree that:

(i) No voluntary or involuntary successor in interest of Association shall acquire any rights or powers under this Declaration except as expressly set forth herein.

(ii) Association shall not Convey all or any part of its interest in the Site without the prior written approval of CPV.

(g) Non-Encumbrance. Association shall not cause to be placed, or permit to be placed, any encumbrance whatsoever on the Site at anytime, including, without limitation, any mortgage, deed of trust, mechanics' liens or any other lien or encumbrance whatsoever.

2.2 Specific Facilities Requirements. Association agrees to develop the Site with those Specific Facilities buildings and other improvements specified in the Scope of Development and in accordance with the Schedule of Performance. The violation of any of the following requirements within the time period set forth in the Schedule of Performance shall also constitute a default hereunder and a breach of the Restrictions, which shall entitle CPV to exercise any of the rights and remedies set forth below.

(a) Commencement. CPV acknowledges that Association has prepared and submitted to CPV and SPDRC the Basic Concept Drawings and related documents containing the overall plan for development of the Project and hereby approve the Basic Concept Drawings. Within the periods of time shown on the Schedule of Performance, measured from and after the date of recordation of this Declaration, Association shall design and Commence Construction of the Specific Facilities substantially in conformance with their respective timelines as set forth in the Schedule of Performance, pursuant to Plans and Drawings approved by CPV, which approval shall not be unreasonably withheld, delayed or conditioned. Association shall obtain such approval from CPV prior to applying for any governmental permit or approval with respect thereto. CPV shall have fifteen (15) days after Association delivers to CPV proposed Plans and Drawings to review and approve such Plans and Drawings. Failure of CPV to disapprove any submitted Plans and Drawings in writing within such fifteen (15) day period shall constitute approval thereof by CPV. The time limit provided in this Section 2.2(a) shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Association shall have given written notice to CPV within said period of time setting forth the facts giving rise to each such extension; and, *provided further*, that the period of time for exercise of CPV's rights herein shall be commensurately extended. CPV acknowledges and agrees that Association shall act as owner contractor in connection with the construction of the Specific Facilities and that a single general contractor for the overall construction of the Specific Facilities shall not be engaged by Association.

(b) Completion. Association shall Complete Construction of the Specific Facilities pursuant to their respective timelines set forth in the Schedule of Performance and in material compliance with all Requirements. Timelines set forth in the Schedule of

Performance shall be extended as a result of Unavoidable Delays; *provided*, that in no event shall any extension of said period of time be deemed to have occurred unless Association shall have given written notice to CPV within twenty (20) days of commencement of delay setting forth the facts giving rise to each such extension; and *provided further* that the period of time for exercise of CPV's rights herein shall be commensurately extended.

(c) Uses. Association shall cause the Site to be developed only with the Specific Facilities, and no portion of the Site or improvements thereon or any portion thereof shall be developed, used, operated or maintained with any facilities or for any other purpose whatsoever, unless expressly approved by CPV, which approval shall be granted or withheld by CPV in its reasonable discretion.

3. PROJECT USE

3.1 General Obligations. Upon Completion of Construction and at all times thereafter, Association shall at all times operate the Project as a private park for the benefit of users of Symphony Park. Association agrees that the Project will be common Area as defined in the Charter and will be maintained by SPMA pursuant to the Charter.

3.2 Maintenance of Project. Association agrees at its sole cost and expense to maintain the Project in good condition and repair at all times. Association shall maintain the Project in material compliance with the Maintenance Standards.

3.3 Hours of Operation. The Parties agrees that the Project will be operated as a private park open for use by permitted users of Symphony Park. All such use shall be subject to such reasonable rules and regulations adopted by Association for the use of the Project

3.5 CPV Right to Cure. CPV shall have the right (at CPV'S sole discretion) to perform any obligations hereunder required to be performed by Association for which Association is in default, including, without limitation, the performance of maintenance and repair that Association is obligated to perform hereunder. CPV shall have the right upon ten (10) days prior notice to Association (except that no notice shall be required in the case of an emergency), to enter the Project and perform such maintenance or repair on behalf of Association. Association agrees to reimburse CPV immediately upon demand for any costs and expenses incurred by CPV in connection with the performance by CPV of Association's obligations under this Declaration including twenty percent (20%) of such costs for CPV's supervision of any maintenance and repair.

4. ENFORCEMENT OF RESTRICTIONS

4.1 General Purpose and Constructive Notice. The Restrictions shall be binding upon Association, its successors and assigns, and shall benefit the other land owned by CPV and comprising Symphony Park and be enforceable solely by CPV notwithstanding any transfers of Symphony Park or any portion thereof by CPV. Except as specifically set forth herein, the

Restrictions shall remain in full force and effect for the period of time specified in Section 2.1 above, notwithstanding CPV's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions.

4.2 Right of Access. Until the termination of the Restrictions, CPV or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Site, or any portion thereof or improvements thereon, to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor. Such representatives of CPV shall be those who are so identified in writing by CPV and who shall, except in an actual emergency, give prior notice of such Site visits. CPV shall indemnify Association and hold it harmless from any damage caused or liability arising out of this right to access.

4.3 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions which has not been cured within the period set forth below, CPV at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which CPV may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated, such cure period shall commence when written notice is given to Association of a violation hereunder and shall end (i) ten (10) days thereafter in the case of a monetary default; or (ii) thirty (30) days thereafter in the case of a non-monetary default; *provided* that Association shall be granted such additional period necessary to cure such default if the cure of such default is not capable of being cured within such thirty (30) day period. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

(a) Damages. CPV may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(b) Equity. It is recognized that a particular or ongoing violation by Association of one or more of the foregoing Restrictions may cause CPV to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on Symphony Park or portions thereof), and that CPV shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not CPV exercises any other remedy set forth herein.

(c) Abatement and Lien. Any such breach or violation of these Restrictions or any provision hereof is hereby declared to be a nuisance, and CPV shall be entitled to enter the Site and summarily abate and remove with notice, a hearing and cure period, any structure, thing or condition that may exist in violation of any of these Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these Restrictions, all at the sole cost and expense of Association or any person having possession under Association. Any costs or expenses paid or incurred by CPV in abating such nuisance or prosecuting any such remedy

(including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of three percent (3%) over the prime rate published from time to time by the "Wall Street Journal", or if the Wall Street Journal is no longer published, then its successor publication or a similar financial publication that publishes the prime rate of interest, shall be a charge against the Site and improvements thereon, shall be a continuing lien thereon until paid, and shall also be the personal obligation of Association or any other person who was an owner of the Site when such charges became due and who committed such breach or violation. In addition to any other rights or remedies hereunder, CPV may deliver to Association and record with the Recorder's Office a notice of default and election to sell the Site and all improvements thereon. Thereafter unless all amounts legally due and owing to CPV have been paid and provided that all of the requirements of NRS 107.080 and of all other applicable statutes have been satisfied, CPV may cause the Site and improvements thereon to be sold at such time and place as may be fixed in the applicable notice of sale or at such time and place to which the sale may be postponed as hereinafter provided without additional notice, either as a whole or in separate parcels, and in such order as CPV alone may determine, at public auction to the highest bidder for cash in lawful money of the United States at the time of sale, or upon such other terms as CPV may consider advisable. Association shall have no right to direct or determine whether the Site or Improvements thereon shall be sold as a whole or in separate parcels, or the order of sale of separate parcels or the portion of the Site or improvements thereon to be sold if only a portion is sold. CPV may postpone the sale of the Site or improvements thereon by public announcement thereof at the time and place of sale and from time to time thereafter by public announcement at the time and place of the preceding postponement. In conducting or postponing any such sale, CPV may act through its agents, officers or employees or any other person designated by CPV, whether or not such party shall be a licensed auctioneer. At such sale, CPV shall cause to be delivered to Association one or more duly exercised deed or deeds conveying the property so sold, subject to all the provisions of this Declaration, but without any covenant or warranty, either express or implied. The recitals in such deed or deeds with regard to any matters of fact shall be conclusive proof of the truthfulness thereof against Association at such sale, its successors and assigns, and all other persons. Any person or entity, including without limitation CPV, may bid in or purchase at such sale. Association hereby agrees to surrender, immediately and without demand, possession of said property to CPV or its permitted assignee at such sale. No such sale shall release or extinguish any rights, remedies or provisions contained in this Declaration in the event of any further violation of any Restriction set forth herein. Notwithstanding the foregoing, if Association's default is timely cured in accordance with this Declaration or applicable law, CPV shall, upon request by Association, record at Association's expense an appropriate notice of rescission in accordance with the applicable provisions of the NRS.

4.4 Option to Repurchase the Site. In recognition of CPV's interest in the expeditious development of the Site, Association hereby grants to a CPV Repurchase Designee the irrevocable, exclusive right and option to repurchase the Site (the "*Repurchase Option*") upon the occurrence of any of the events contemplated by Section 4.4(a) below, and if CPV exercises such

option, such exercise shall be in lieu of any other remedies permitted herein or at law for the occurrence of such event. The Repurchase Option shall only be exercised as provided below.

(a) Exercise of Repurchase Option. The CPV Repurchase Designee may exercise the Repurchase Option by giving written notice to Association thereof within ninety (90) days after the respective commencement or completion dates specified in the Schedule of Performance (as the same may be extended by Unavoidable Delays as provided in this Declaration) in the event of Association's violation of the Restrictions itemized in Sections 2.1(f), 2.2(a), (b) or (c) above, respectively. Such notice shall identify Restriction violated and any Non-complying Structures. No failure of the CPV Repurchase Designee to exercise the Repurchase Option after the occurrence of any of the foregoing events shall constitute a waiver of its right to exercise the Repurchase Option upon the occurrence of any other event permitting such exercise.

(b) Title Condition. Upon such repurchase, the Site shall be subject only to:

(i) Current taxes not yet delinquent;

(ii) Matters affecting title which exist as of the date of recordation of this Declaration, or which are created, made, assumed, consented to or requested by CPV, its successors or assigns; and

(iii) Easements for utilities used in connection with the building and other improvements constructed on the Site.

(c) Improvement Costs.

(i) Within ten (10) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Association shall submit to the CPV Repurchase Designee (A) a list of improvements existing (the "*Improvements*") on the Site; and (B) a breakdown of the actual hard and soft costs to Association to construct or otherwise further the development of the Improvements (the "*Improvement Costs*"). The CPV Repurchase Designee and Association shall consult in good faith with one another for the purpose of arriving at an agreement concerning such Improvement Costs. Association shall (I) provide the CPV Repurchase Designee with copies of all documents relating to the Site prepared by or at the direction of Association, including, but not limited to, geotechnical reports, soils tests, environmental reports, engineering studies, architectural plans for the Specific Facilities and any other reports, studies or plans relating to the Site or Specific Facilities to be constructed upon the Site (collectively, the "*Project Documents*"); and (II) assign and transfer all rights that Association has to the Project Documents. The Improvements shall automatically become the property of the CPV Repurchase Designee without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

(ii) Within ninety (90) days after the CPV Repurchase Designee's exercise of the Repurchase Option, Association at its sole cost and expense shall remove all Non-complying Structures. Alternately, at the CPV Repurchase Designee's option, the CPV Repurchase Designee may determine the cost to remove the Non-complying Structures and deduct the amount from the Purchase Price.

(d) Option Expiration and Quitclaim. Upon Commencement of Construction, the Repurchase Option shall terminate and CPV shall execute and deliver to Association a quitclaim deed satisfactory to Association relinquishing all of its rights under the Repurchase Option.

(e) Repurchase Price. CPV's purchase price for the Site upon its exercise of the Repurchase Option provided above shall be the Improvement Costs. Absent manifest error Association's books and records provided in accordance with Section 4.4(c) above shall be deemed conclusive in determining the Improvement Costs.

(f) Repurchase Escrow Terms. Within five (5) days after the CPV's exercise of the Repurchase Option as provided above or as soon thereafter as possible, an escrow shall be created at Nevada Title Company or another escrow company selected by CPV and reasonably acceptable to Association to consummate the purchase as specified herein, which escrow shall have a time limit of ninety (90) days. Said escrow shall be subject only to approval by CPV of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Association through escrow, shall be removed or insured over by Association at its sole expense at or prior to closing of escrow. In the event that the Site or any portion thereof is encumbered by a mortgage or deed of trust to which CPV has subordinated the Repurchase Option pursuant to Section 4.4(e) above, CPV shall instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Association through the foregoing escrow. Association and CPV shall each pay one-half of the escrow fees; Association shall pay for documentary tax stamps, for recording the deed, and for a standard form owner's coverage policy of title insurance in the amount of the purchase price showing title to the Site vested in CPV or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Declaration. Any other costs or expenses shall be allocated between the Parties in the manner customary in Clark County, Nevada.

(g) Binding Effect. The Repurchase Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the Parties hereto.

5. CONSTRUCTION FUND

5.1 CPV Contribution. CPV has provided the sum of $1,500,000.00 to Association for the development of the Project on the Site (the "*Construction Fund*"). Association agrees to use the Construction Fund for the sole purpose of designing and constructing the Project.

5.2 Development Budget. Prior to and as a condition to Commencement of Construction, Association shall provide to CPV the following for CPV's approval which approval shall not be unreasonably withheld:

(a) final architectural plans;

(b) final plot grading utility plans;

(c) final structural plans;

(d) final mechanical and electrical plans;

(e) final landscaping plans;

(f) a final budget for the construction of the Project containing a customary amount for a contingency; and

(g) guaranteed maximum contracts with all the subcontractors directly hired by Association for the construction of the Specific Facilities.

5.3 Project Meetings. Association agrees to cause its representatives to meet at least monthly with representatives of CPV to review the progress of construction of the Project. Association shall provide such information and materials as reasonably requested by CPV.

5.4 Remaining Construction Funds. In the event there are any remaining funds in the Construction Fund upon Completion of Construction, such remaining funds shall be paid to CPV within thirty (30) days after Completion of Construction.

6. PEMA The Parties agree that they shall perform those obligations and agreements as set forth in the PEMA.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment by CPV. Any and all of the rights, powers, duties and reservations of CPV herein contained may be assigned to any public entity under the control of the City which will assume the duties of CPV pertaining to the particular rights, powers and reservations assigned, and upon any such person or entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by CPV herein.

7.2 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees incurred in the enforcement of this Declaration.

7.3 Time of the Essence. Time is of the essence of this Declaration and every obligation hereunder.

7.4 Successors and Assigns. This Declaration shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Declaration regarding assignment.

7.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CPV:
City Parkway V, Inc.
c/o Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: Bill Arent, Director

And:
City Attorney Office
City Hall
Attn: Teri Ponticello
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov

If to Association:
Symphony Park Master Association
6130 Elton Avenue
Suite 212
Las Vegas, Nevada 89107
Phone: (702) 216-0349
Fax: (702) 220-7636
Email: sgladstein@newlandco.com
Attn: Sam Gladstein

7.6 Subsequent CPV Approvals. Any approvals of CPV required or permitted by the terms of this Declaration are authorized to be given by the President of CPV or such other person that CPV designates in writing to Association.

7.7 Entire Agreement and Waivers. This Declaration is executed in three (3) duplicate originals, each of which is deemed to be an original. This Declaration, the DDA and the respective exhibits thereto constitute the entire understanding and agreement between the Parties and is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and the complete and exclusive statement of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. In the event of a conflict between the terms of this Declaration and the DDA, the terms of the DDA shall control.

All waivers of the provisions of this Declaration must be in writing and signed by the appropriate authorities of CPV and Association and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

7.8 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the Recorder's Office of a proper instrument duly executed and acknowledged by CPV and Association to that effect.

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

7.10 Governing Law. The interpretation and enforcement of this Declaration shall be governed in all respects by the laws of the State of Nevada.

7.11 Captions. The captions contained in this Declaration are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Declaration.

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

7.13 No Third Party Beneficiaries. Nothing in this Declaration shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Declaration.

7.14 Days. All references to "*days*" in this Declaration are to consecutive calendar days unless business days are specified.

7.15 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Declaration and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Declaration or any amendments or exhibits hereto.

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

CPV	ASSOCIATION
CITY PARKWAY V, INC., a Nevada non-profit corporation	SYMPHONY PARK MASTER ASSOCIATION, INC., a Nevada non-profit corporation
By: _____	By: _____
Name: Elizabeth N. Fretwell	Name: Sam Gladstein
Title: President	Title: President

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

Michael Nuncio ESQ

Michael Nuncio Date 9-22-11

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____ ____, 20___, personally appeared before me a notary public, _____, _____ of _____, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: _____

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION OF THE SITE
EXHIBIT "B"	LEGAL DESCRIPTION OF SYMPHONY PARK
EXHIBIT "C"	MAINTENANCE STANDARDS
EXHIBIT "D"	SCOPE OF DEVELOPMENT
EXHIBIT "E"	SCHEDULE OF PERFORMANCE
EXHIBIT "F"	PEMA

EXHIBIT A

Legal Description of Site

410.128
2-27-09
D. JENSEN

Exhibit 'A'

Legal Description, M1 Parcel

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 CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CENTERLINE AND ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, 277.12 FEET, WITH A CENTRAL ANGLE OF 31°45'19"; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 27°55'16" EAST, 982.19 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 62°04'44" EAST, 87.26 FEET TO A POINT ON 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 20070829 OF OFFICIAL RECORDS AS INSTRUMENT 02294, SAID POINT BEING **THE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°14'20" EAST, 6.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AS FOLLOWS: SOUTH 62°04'44" EAST, 27.58 FEET TO A CURVE CONCAVE NORTHEASTERLY; THENCE, EASTERLY ALONG AN ARC OF A 292.00 FOOT RADIUS CURVE TO THE LEFT, 132.93 FEET, WITH A CENTRAL ANGLE OF 26°04'59", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS, SOUTH 01°50'17" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, 29.21 FEET, WITH A CENTRAL ANGLE OF 33°28'14", TO A POINT OF REVERSE CURVE TO WHICH A RADIAL LINE BEARS, NORTH 31°37'57" WEST; THENCE EASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO RIGHT, 40.00 FEET, WITH A CENTRAL ANGLE OF 45°49'58", TO POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS NORTH 14°12'01" EAST; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY SOUTHERLY ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT, 9.05 FEET, WITH A CENTRAL ANGLE OF 103°43'15"; THENCE SOUTH 27°55'16" WEST, 9.19 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT, 6.99 FEET, THROUGH A CENTRAL ANGLE OF 40°01'42"; THENCE SOUTH 67°56'58" WEST, 6.71 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE LEFT, 6.99 FEET, WITH A CENTRAL ANGLE OF 40°01'42"; THENCE SOUTH 27°55'16" WEST, 72.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, 6.98 FEET, WITH A CENTRAL ANGLE OF 40°00'35"; THENCE SOUTH 12°05'19" EAST, 6.71 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 6.98 FEET, WITH A CENTRAL ANGLE OF 40°00'35", TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 62°04'44" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF A 38.50 RADIUS CURVE TO LEFT, 13.81 FEET, WITH A CENTRAL ANGLE OF 20°33'25", TO A POINT OF REVERSE CURVE

Horizon Surveys
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TO WHICH A RADIAL LINE BEARS SOUTH 82°43'42" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO RIGHT, 4.45 FEET, WITH A CENTRAL ANGLE OF 127°24'29", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS SOUTH 44°40'46" WEST, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT, 70.55 FEET, WITH A CENTRAL ANGLE OF 11°32'56", TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 56°13'42" EAST; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE ARC OF A 273.00 FOOT RADIUS CURVE TO LEFT, 134.88 FEET, WITH A CENTRAL ANGLE OF 28°18'26" THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 62°04'44" WEST, 19.33 FEET TO **THE POINT OF BEGINNING.**

PARCEL CONTAINS 9,439 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION.

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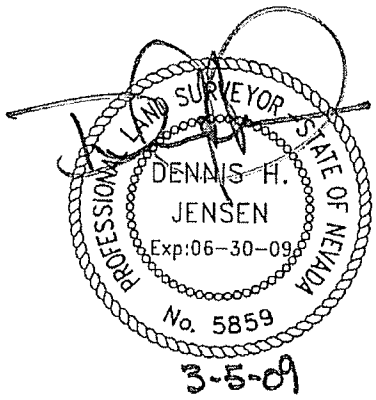
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859



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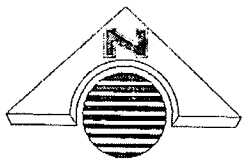

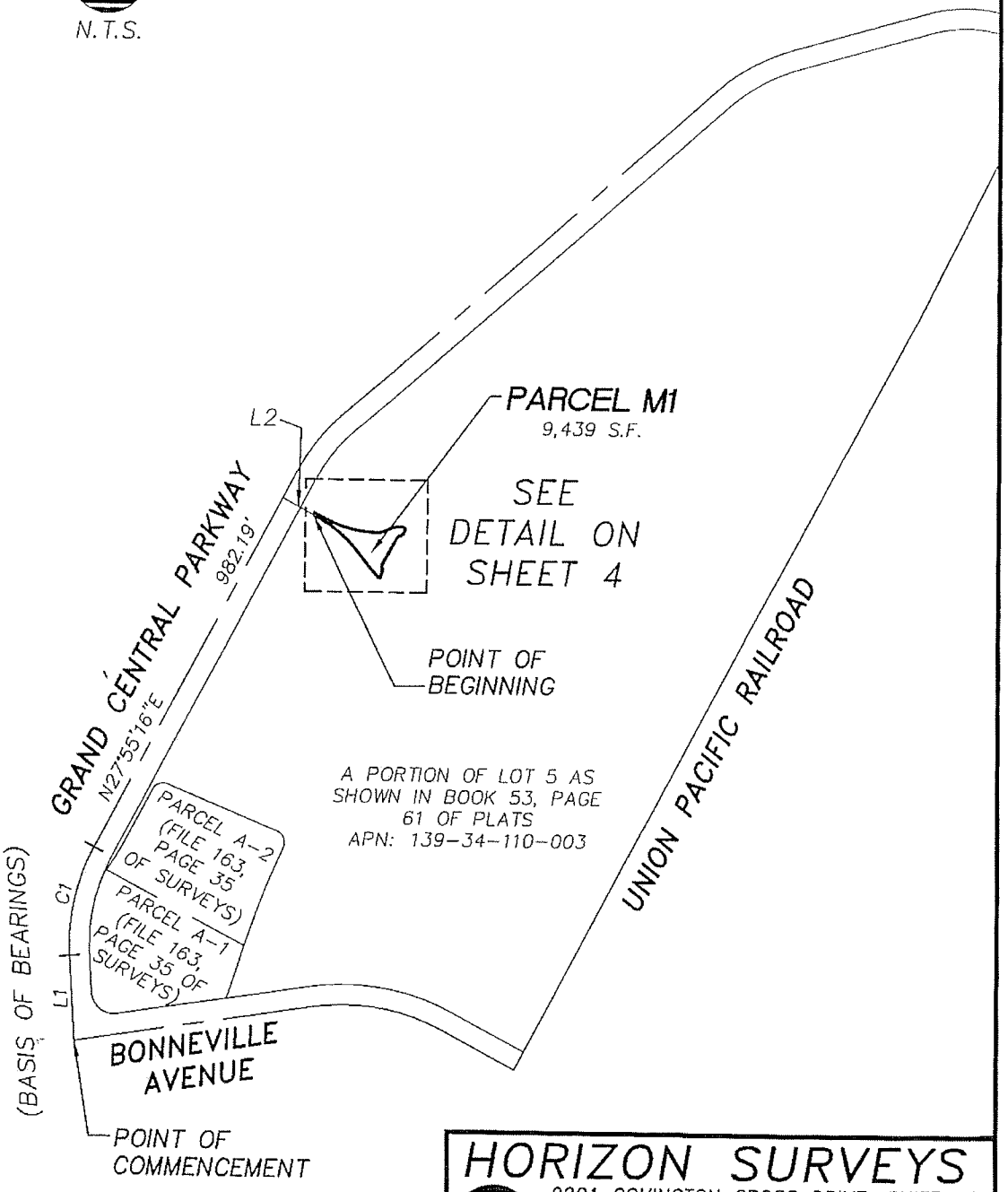

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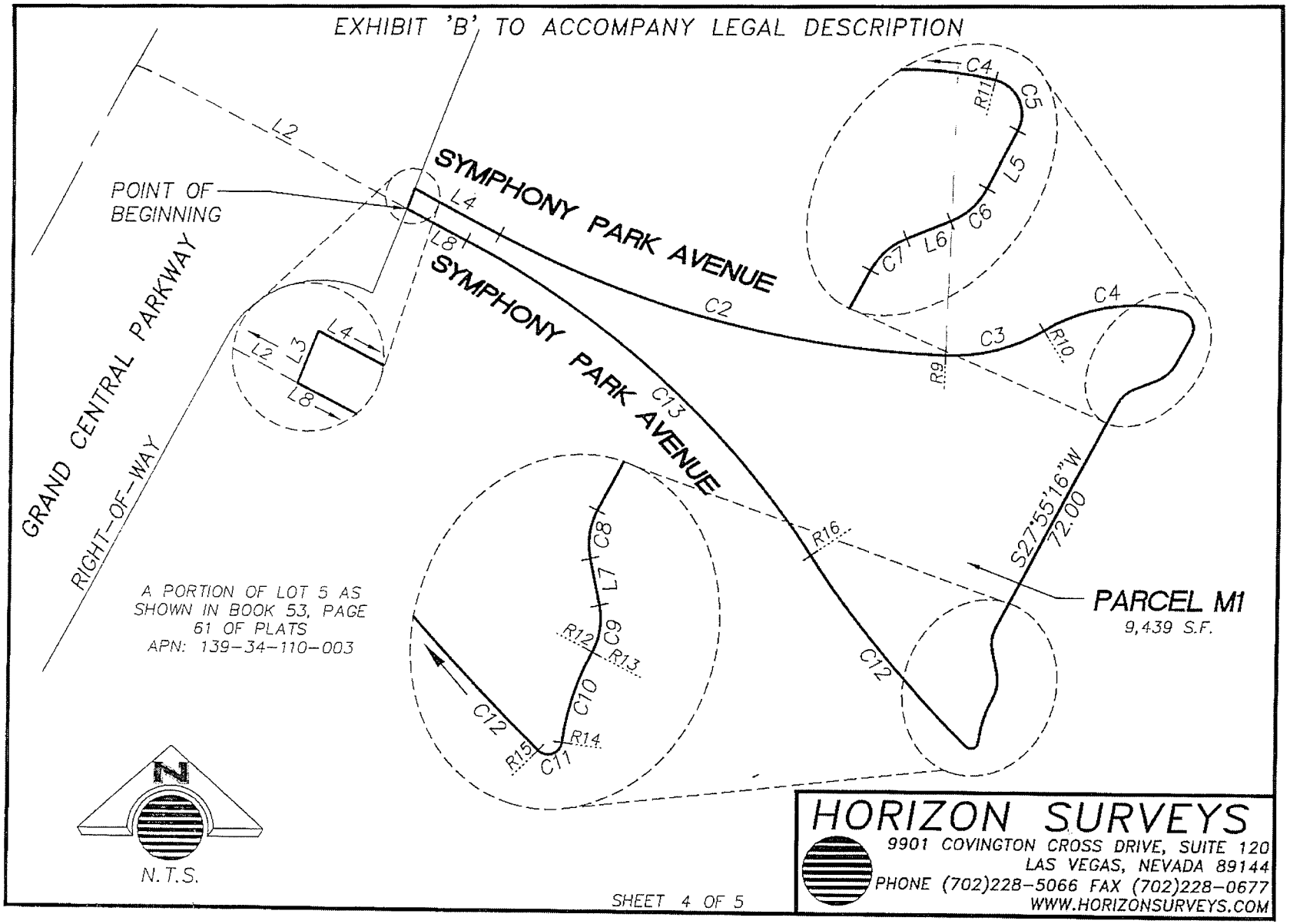

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	S62°04'44"E	87.26'
L3	N21°14'20"E	6.04'
L4	S62°04'44"E	27.58'
L5	S27°55'16"W	9.19'
L6	S67°56'58"W	6.71'
L7	S12°05'19"E	6.71'
L8	N62°04'44"W	19.33'

RADIAL TABLE	
LINE	BEARING
R9	S01°50'17"W
R10	N31°37'57"W
R11	N14°12'01"E
R12	N62°04'44"W
R13	S62°10'17"E
R14	S82°43'42"E
R15	S44°40'46"W
R16	N56°13'42"E

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	31°45'19"	277.12'	142.22'
C2	292.00'	26°04'59"	132.93'	67.64'
C3	50.00'	33°28'14"	29.21'	15.03'
C4	50.00'	45°49'58"	40.00'	21.14'
C5	5.00'	103°43'15"	9.05'	6.37'
C6	10.00'	40°01'42"	6.99'	3.64'
C7	10.00'	40°01'42"	6.99'	3.64'
C8	10.00'	40°00'35"	6.98'	3.64'
C9	10.00'	40°00'35"	6.98'	3.64'
C10	38.50'	20°33'25"	13.81'	6.98'
C11	2.00'	127°24'29"	4.45'	4.05'
C12	350.00'	11°32'56"	70.55'	35.39'
C13	273.00'	28°18'26"	134.88'	68.85'

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Parcel name: M1

North: 6303.43 East : 10580.04

Line Course: N 21-14-20 E Length: 6.04
North: 6309.05 East : 10582.23

Line Course: S 62-04-44 E Length: 27.58
North: 6296.14 East : 10606.60

Curve Length: 132.93 Radius: 292.00
Delta: 26-04-59 Tangent: 67.64
Chord: 131.78 Course: S 75-07-13 E
Course In: N 27-55-16 E Course Out: S 01-50-17 W
RP North: 6554.15 East : 10743.33
End North: 6262.30 East : 10733.96

Curve Length: 29.21 Radius: 50.00
Delta: 33-28-14 Tangent: 15.03
Chord: 28.80 Course: N 75-06-10 E
Course In: N 01-50-17 E Course Out: S 31-37-57 E
RP North: 6312.27 East : 10735.56
End North: 6269.70 East : 10761.79

Curve Length: 40.00 Radius: 50.00
Delta: 45-49-58 Tangent: 21.14
Chord: 38.94 Course: N 81-17-02 E
Course In: S 31-37-57 E Course Out: N 14-12-01 E
RP North: 6227.13 East : 10788.01
End North: 6275.60 East : 10800.28

Curve Length: 9.05 Radius: 5.00
Delta: 103-43-15 Tangent: 6.37
Chord: 7.87 Course: S 23-56-21 E
Course In: S 14-12-01 W Course Out: S 62-04-44 E
RP North: 6270.76 East : 10799.05
End North: 6268.41 East : 10803.47

Line Course: S 27-55-16 W Length: 9.19
North: 6260.29 East : 10799.17

Curve Length: 6.99 Radius: 10.00
Delta: 40-01-42 Tangent: 3.64
Chord: 6.85 Course: S 47-56-07 W
Course In: N 62-04-44 W Course Out: S 22-03-02 E
RP North: 6264.98 East : 10790.33
End North: 6255.71 East : 10794.08

Line Course: S 67-56-58 W Length: 6.71
North: 6253.19 East : 10787.86

Curve Length: 6.99 Radius: 10.00
Delta: 40-01-42 Tangent: 3.64
Chord: 6.85 Course: S 47-56-07 W
Course In: S 22-03-02 E Course Out: N 62-04-44 W
RP North: 6243.92 East : 10791.62
End North: 6248.60 East : 10782.78

Line Course: S 27-55-16 W Length: 72.00
North: 6184.98 East : 10749.07

Curve Length: 6.98 Radius: 10.00
Delta: 40-00-35 Tangent: 3.64
Chord: 6.84 Course: S 07-54-58 W
Course In: S 62-04-44 E Course Out: S 77-54-41 W
RP North: 6180.30 East : 10757.90
End North: 6178.21 East : 10748.13

Line Course: S 12-05-19 E Length: 6.71
North: 6171.65 East : 10749.53

Curve Length: 6.98 Radius: 10.00
Delta: 40-00-35 Tangent: 3.64

```
        Chord: 6.84                  Course: S 07-54-58 W
    Course In: S 77-54-41 W      Course Out: S 62-04-44 E
    RP  North: 6169.55                East : 10739.75
    End North: 6164.87                East : 10748.59
Curve  Length: 13.81                 Radius: 38.50
        Delta: 20-33-26             Tangent: 6.98
        Chord: 13.74                 Course: S 17-33-00 W
    Course In: S 62-10-17 E      Course Out: N 82-43-43 W
    RP  North: 6146.90                East : 10782.64
    End North: 6151.77                East : 10744.45
Curve  Length: 4.45                  Radius: 2.00
        Delta: 127-24-29            Tangent: 4.05
        Chord: 3.59                  Course: S 70-58-32 W
    Course In: N 82-43-43 W      Course Out: S 44-40-46 W
    RP  North: 6152.02                East : 10742.46
    End North: 6150.60                East : 10741.06
Curve  Length: 70.55                 Radius: 350.00
        Delta: 11-32-56             Tangent: 35.39
        Chord: 70.43                 Course: N 39-32-46 W
    Course In: N 44-40-46 E      Course Out: S 56-13-42 W
    RP  North: 6399.47                East : 10987.15
    End North: 6204.91                East : 10696.21
Curve  Length: 134.88                Radius: 273.00
        Delta: 28-18-26             Tangent: 68.84
        Chord: 133.51                Course: N 47-55-31 W
    Course In: S 56-13-42 W      Course Out: N 27-55-16 E
    RP  North: 6053.15                East : 10469.28
    End North: 6294.37                East : 10597.11
Line  Course: N 62-04-44 W  Length: 19.33
        North: 6303.43                East : 10580.03

   Perimeter: 610.37   Area: 9,440 sq.ft. 0.22 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00                  Course: N 85-53-05 W
  Error North: 0.000                  East : -0.005
Precision  1: 610,380,000.00
```

410.128.17
3-3-09
D. JENSEN

Exhibit 'A'

Legal Description, M2 Parcel

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, 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", AND AN ARC LENGTH OF 362.42 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF PROMENADE PLACE, NORTH 28°00'50" EAST, 578.57 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 61°59'10" WEST, 17.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, TO WHICH A RADIAL LINE BEARS NORTH 61°59'10" WEST, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE, WESTERLY ALONG THE ARC OF A 5 FOOT RADIUS CURVE TO THE RIGHT, 7.85 FEET, WITH A CENTRAL ANGLE OF 89°54'26', TO THE NORTHEASTERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 4.99 FEET TO A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT, 67.66 FEET, WITH A CENTRAL ANGLE OF 11°04'36', TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS SOUTH 38°59'52" WEST; THENCE ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT, 34.44 FEET, WITH A CENTRAL ANGLE OF 78°55'24"; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 27°55'16" EAST, 107.89 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT, 34.44 FEET, WITH A CENTRAL ANGLE OF 78°55'24', TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS NORTH 16°50'40" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF A 350 FOOT RADIUS CURVE TO THE RIGHT, 75.84 FEET, WITH A CENTRAL ANGLE OF 12°24'57", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS NORTH 29°15'37" EAST; THENCE SOUTHERLY ALONG THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT, 8.09 FEET, WITH A CENTRAL ANGLE OF 92°43'41", TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF PROMENADE PLACE SAID POINT ALSO BEING A POINT OF REVERSE CURVE TO WHICH A RADIAL LINE BEARS NORTH 58°00'42" WEST; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF A 1164.00 FOOT

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RADIUS CURVE TO THE LEFT, 80.74 FEET, WITH A CENTRAL ANGLE OF 03°58'28"; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 28°00'50" WEST, 78.89 FEET TO **THE POINT OF BEGINNING.**

PARCEL CONTAINS 15,862 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

END OF DESCRIPTION.

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

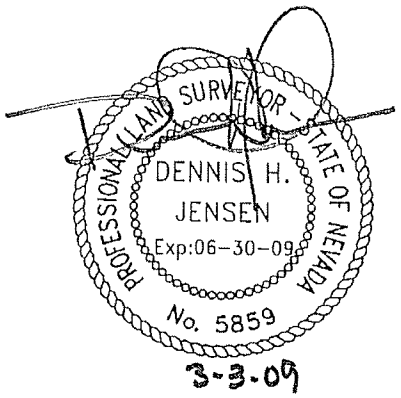

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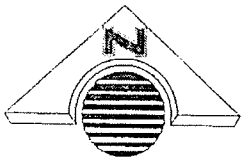
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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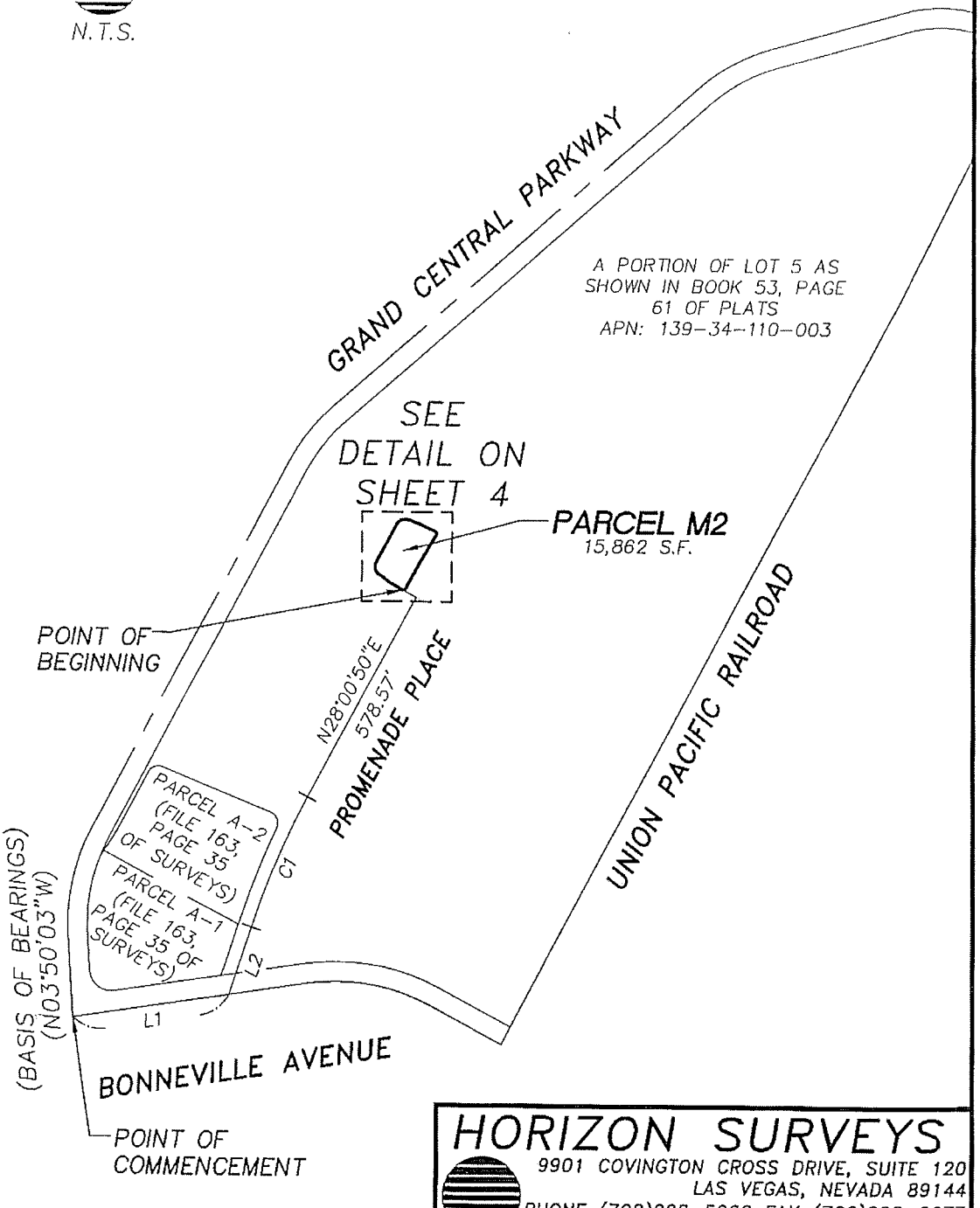

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

N

N.T.S.

DETAIL

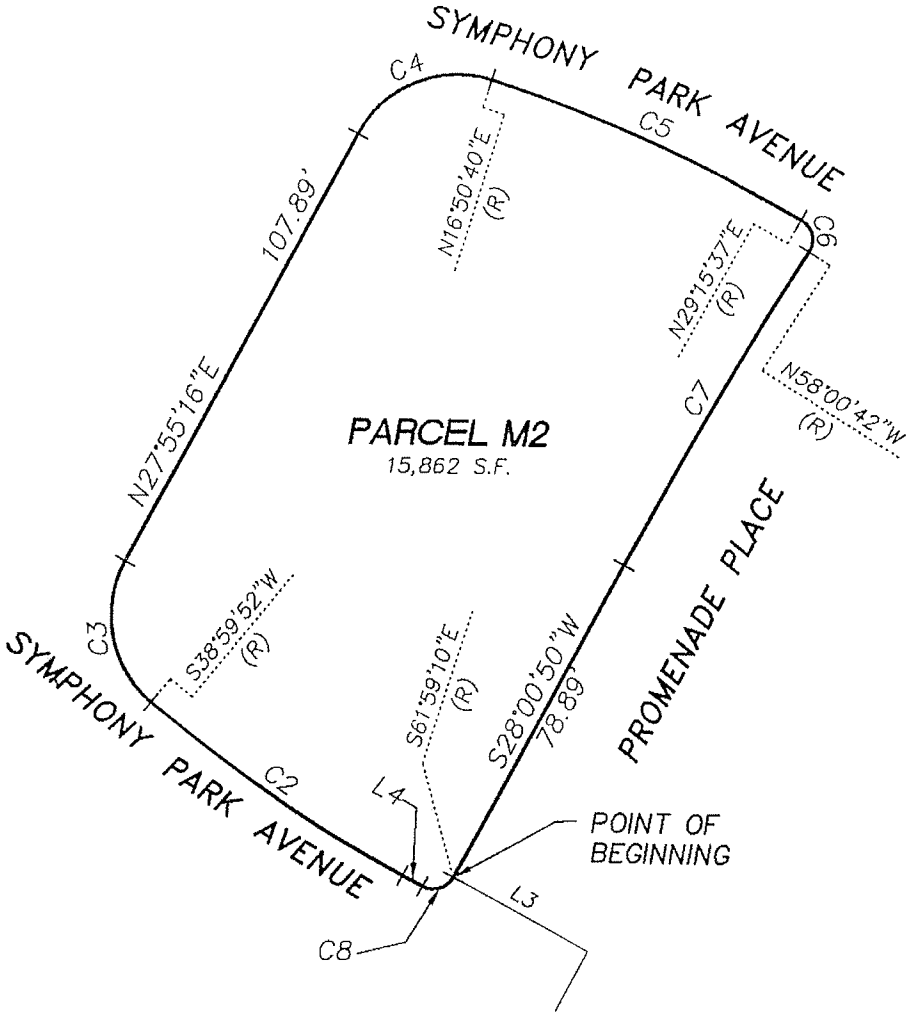

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	383.24'
L2	N17°53'58"E	188.15'
L3	N61°59'10"W	17.00'
L4	N62°04'44"W	4.99'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2053.00'	10°06'52"	362.42'	181.68'
C2	350.00'	11°04'36"	67.66'	33.94'
C3	25.00'	78°55'24"	34.44'	20.58'
C4	25.00'	78°55'24"	34.44'	20.58'
C5	350.00'	12°24'57"	75.84'	38.07'
C6	5.00'	92°43'41"	8.09'	5.24'
C7	1164.00'	3°58'28"	80.74'	40.39'
C8	5.00'	89°54'26"	7.85'	4.99'

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Parcel name: M2-Correct

North: 5882.49 East : 12643.49
Curve Length: 7.8459 Radius: 5.0000
Delta: 89-54-26 Tangent: 4.9919
Chord: 7.0653 Course: S 72-58-03 W
Course In: N 61-59-10 W Course Out: S 27-55-16 W
RP North: 5884.84 East : 12639.08
End North: 5880.42 East : 12636.74
Line Course: N 62-04-44 W Length: 4.9919
North: 5882.76 East : 12632.33
Curve Length: 67.6635 Radius: 350.0000
Delta: 11-04-36 Tangent: 33.9377
Chord: 67.5585 Course: N 56-32-26 W
Course In: N 27-55-16 E Course Out: S 38-59-52 W
RP North: 6192.02 East : 12796.22
End North: 5920.01 East : 12575.97
Curve Length: 34.4368 Radius: 25.0000
Delta: 78-55-24 Tangent: 20.5803
Chord: 31.7781 Course: N 11-32-26 W
Course In: N 38-59-52 E Course Out: N 62-04-44 W
RP North: 5939.44 East : 12591.70
End North: 5951.14 East : 12569.61
Line Course: N 27-55-16 E Length: 107.8910
North: 6046.47 East : 12620.13
Curve Length: 34.4368 Radius: 25.0000
Delta: 78-55-24 Tangent: 20.5803
Chord: 31.7781 Course: N 67-22-58 E
Course In: S 62-04-44 E Course Out: N 16-50-40 E
RP North: 6034.77 East : 12642.22
End North: 6058.69 East : 12649.46
Curve Length: 75.8440 Radius: 350.0000
Delta: 12-24-57 Tangent: 38.0709
Chord: 75.6952 Course: S 66-56-52 E
Course In: S 16-50-40 W Course Out: N 29-15-37 E
RP North: 5723.71 East : 12548.04
End North: 6029.05 East : 12719.11
Curve Length: 8.0920 Radius: 5.0000
Delta: 92-43-41 Tangent: 5.2439
Chord: 7.2374 Course: S 14-22-33 E
Course In: S 29-15-37 W Course Out: S 58-00-42 E
RP North: 6024.69 East : 12716.67
End North: 6022.04 East : 12720.91
Curve Length: 80.7434 Radius: 1164.0000
Delta: 3-58-28 Tangent: 40.3866
Chord: 80.7247 Course: S 30-00-04 W
Course In: S 58-00-42 E Course Out: N 61-59-10 W
RP North: 5405.42 East : 13708.16
End North: 5952.14 East : 12680.55
Line Course: S 28-00-50 W Length: 78.8878
North: 5882.49 East : 12643.50

Perimeter: 500.8305 Area: 15,862. S.F. 0.36 ACRES

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.00 Course: N 31-17-54 E
Error North: 0.000 East : 0.000
Precision 1: 493,608,000.0000

EXHIBIT B

Legal Description of Symphony Park

EXHIBIT B

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE **POINT OF BEGINNING** ; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13"" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO **THE POINT OF BEGINNING.**

BASIS OF BEARING

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

END OF DESCRIPTION.

EXHIBIT C

Maintenance Standards

EXHIBIT "C"
Maintenance Standards

Because of the visibility of the Park to the entire Symphony Park Neighborhood, the Park is to be professionally maintained at all times in a first-class manner. The following is not intended to be an all-inclusive list of maintenance standard requirements but rather a guideline for the major systems and operations within the Park.

Turf Care
Lawn areas are to be cut on a regular mowing schedule with industry standard aeration, reseeding and/or sodding, and weed control.

Fertilizer
Trees, shrubs, turf, and floral plantings are to be fertilized using industry standards to assure the healthiest possible condition of all plants at all times.

Irrigation
All plants and turf are to be watered on a strict schedule in accordance with seasonal and specimen requirements utilizing an automated watering system. Any breaks in the irrigation system must be repaired and/or replaced as soon as is practical.

Litter Control
Trash pick-up and disposal of trash is to be on a minimum of a daily schedule. Trash receptacles should not overflow. Daily patrolling, as needed, should be implemented to prevent trash from collecting on the ground.

Pruning
A regular industry standard pruning schedule must be employed to ensure future health of plants as well as for the safety of guests at Symphony Park. Pruning schedules should be coordinated with the Symphony Park Master Association and other property owners within Symphony Park to assure a consistent and uniform level of care in keeping with the entire master plan development.

Disease and Insect Control
A regular maintenance program must be employed to prevent insects from infecting plants and turf. In addition, a regular spraying program must be employed in order to keep pest infestation (rats, roaches, etc) to a minimum.

Snow and Ice Removal
Although this occurrence is rare in Las Vegas, snow and ice must be removed immediately from walkways, stairs, and other pedestrian ways. In addition, plants and irrigation systems should be appropriately managed for protection from such winter events.

Lighting

Lighting in the Park should be regularly maintained, including fixture cleaning and lamp replacement as needed. All expired lamps are to be replaced as soon as is practical, especially security and pathway lighting.

Surfaces

All horizontal and vertical surfaces are to be kept clean and well maintained. Regular sweeping, cleaning, washing, and power washing schedules are to be implemented. Regular maintenance of walkways, floors, and stairways is expected and painted surfaces are to be maintained such that they are free from peeling, fading, and chipping.

Repairs

Items for repair are to be repaired as soon as is practical and in accordance with their level of safety concern. Items that pose a threat to the safety and/or well-being of the public are to be secured and repaired immediately.

Inspection

A regular visual and physical inspection schedule must be implemented to assure compliance, safety, and proper operation of all systems.

Floral Planting

If seasonal floral planting is implemented, such plants are to be well maintained, including fertilizing, disease control, pruning, weeding, and replanting or removal.

Special Features:

Special features such as (but not limited to) water features, drinking fountains, sculptures, speaker systems, flag poles, nets, screens, tables, benches, play units, signs and any equipment or special facility within the park is to be maintained using the same standards as mentioned hereinabove.

EXHIBIT D

Scope of Development

EXHIBIT "D"
Scope of Development

The purpose of this project is to develop a private park on Parcels M1 and M2 at Symphony Park. The Scope of Development for the project is based upon 100% design construction documents, which were approved with conditions by the Las Vegas Planning and Zoning Commission on August 9, 2011

EXHIBIT E

Schedule of Performance

EXHIBIT "E"
Schedule of Performance

1. All permits secured necessary to commence construction on or before October 30, 2011
2. Commencement of construction of the Park on or before November 1, 2011
3. Certificate of Occupancy for Park on or before February 29, 2012
4. Grand Opening of Park on or prior to grand opening of The Smith Center for the Performing Arts but not later than March 5, 2012

EXHIBIT F

PEMA

NEWLAND™

MEMO

TO: JoAnn Crolli

FROM: Sam Gladstein

CC: Scott Carter

DATE: 9/26/2011

SUBJECT: Parcel M1/M2 budget

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

NOTES/COMMENTS:

JoAnn:

Per staff direction, we hereby submit a budget for the construction of the park on Parcels M1 and M2 at Symphony Park. Appropriations have been made for a $1.5M overall cost but release of such funds to the Symphony Park Master Association, Inc. was made subject to City Council's approval of the attached budget. City Council did allow for a release of $187,512.94, which was used to provide a deposit to the manufacturer of the front entry monument.

Front Entry Monument

Contract with 3-Form, Inc. to manufacture and fabricate the front entry monument main structure, including coated panels and lighting	$ 468,782.35
Contract with Signs and Service, Inc. to manufacture the sign portion of the front entry monument and install the 3-Form main structure	$ 52,757.00

Park Improvements & Landscape

Contracts with Sunstate Companies, Bravo Underground, and Palmer Electric to install footing for aforementioned front entry monument as well as remainder of all improvements on Parcels M1 and M2, including but not limited to, landscape & irrigation, masonry, electrical installation, lighting, furnishings, and curb & roadway modifications	$ 959,139,30
Demolition Curb/Asphalt	$ 6,127.50
Grading & Survey	$ 59,615.00
Site Utilities	$ 49,165.00
Concrete Site work & Slab for Pavers	$ 81,916.00
Concrete & Stone Pavers	$ 130,900.00
Asphalt Paving	$ 24,081.80

(CONT)

6130 Elton Avenue, Las Vegas, NV 89107 | T. 702.220.8090 | F. 702.216.6001

The information in this message is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, or distribution of the message, or any action or omission taken by you in reliance on it, is prohibited and may be unlawful. Please immediately contact the sender if you have received this message in error. Thank you.

Site Furnishings	$ 80,559.00
Irrigation System	$ 44,000.00
Planting	$ 324,230.00
Plant Establishment Period	$ 2,895.00
Lighting &On-site Electrical	$ 110,000.00
Subtotal	**$ 913,489.30**
5% Contingency	$ 45,650.00
TOTAL	**$ 959,139.30**

Permitting & Additional Contingency

Permits	$ 5,000.00
Additional Overall Project Contingency	$ 14,321.35

COST SUMMARY

Total Front Entry Monument	$ 521,539.35
Total Park Improvements & Landscape	$ 959,139.30
Total Permitting & Additional Contingency	$ 19,321.35
TOTAL COST	**$1,500,000.00**
Less funds received for front monument	$ 187,512.94

CURRENT FUNDS REQUESTED **$1,312,487.06**

Sincerely,

SAM GLADSTEIN
Vice President, Operations

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: Symphony Park Master Association, Inc.
Address: 6130 Elton Avenue, Suite 212, Las Vegas, NV 89107
Telephone : (702) 216-0349
EIN or DUNS 27- 1958496

Block 2 **Description**
Symphony Park Master Association owns Parcels M1 and M2 at Symphony Park and intends to enter into a DSLUR and PEMA contract with the City of Las Vegas.

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.	Sam Gladstein/ President & Director	6130 Elton Ave. Suite 212 Las Vegas, NV 89134	702-216-0349
2.	Lorna Meyer/ Secretary, Treasurer, and Director	6130 Elton Ave. Suite 212 Las Vegas, NV 89134	702-216-0375
3.	Rita Brandin/ Director	6130 Elton Ave. Suite 212 Las Vegas, NV 89134	702-216-0375

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 SAM GLADSTEIN

Date 9/26/11

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

Notary Public

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

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

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 Design Initiation Agreement between City Parkway V, Inc. and Nevada Power Company, d/b/a NV Energy to allow NV Energy to prepare a final and binding design for electric facilities within Symphony Park generally located at Symphony Park Avenue and South Grand Central Parkway ($192,040 – Capital Project Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $192,040
Funding Source: Capital Project Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
Development of Symphony Park Phase II A Infrastructure requires modifications to NV Energy's electric transmission and distribution facilities. This Design Initiation Agreement authorizes NV Energy to prepare a final and binding design for electric facilities located within Symphony Park to include relocation of an energized NV Energy switch in order to allow for the construction of a right turn lane off of Grand Central Parkway into east bound Symphony Park Avenue.

RECOMMENDATION:
Approval and authorization for City Parkway V, Inc. to execute the Design Initiation Agreement and all related documentation.

BACKUP DOCUMENTATION:
Design Initiation Agreement

DESIGN INITIATION AGREEMENT

Agreement No.: 5769
PID: 3000085111
Date Prepared: 08/30/2011

This Design Initiation Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and CITY PARKWAY V INC, a(n) NV Nonprofit Corporation, ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has improvement plans for its Development ("**Plans**") that require modifications to Utility's electric facilities. These modifications to Utility's electric facilities are referred to as the "**Project**."

C. In accordance with Rule 9, Section A.2., Applicant has requested that Utility prepare a final and binding design for the Project ("**Design**") and authorizes Utility to prepare that Design. Applicant has also requested that Utility perform other activities in connection with Applicant's request to modify Utility's electric facilities, including without limitation, preparing cost estimates, preparing Property Rights documents, preparing other Project documents and meeting with Applicant.

D. Utility has agreed that, in accordance with Rule 9, other applicable provisions in its Tariff Schedules, and this Agreement, it will prepare the Design and perform other activities in connection with Applicant's request to modify Utility's electric facilities.

E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

1.1 Commission: Public Utilities Commission of Nevada.

1.2 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: labor; engineering; surveys; contractors and subcontractors; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); and Tax Effect.

1.3 Development: Applicant's project for which Applicant has requested that Utility prepare the Design and might include new electric service and/or the relocation or alteration of existing Utility facilities. Utility has assigned a project identification number (**"PID"**) to this Project.

1.4 Effective Date: "The date this Agreement is last signed below."

1.5 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in the "Notices" Section of this Agreement.

1.6 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

1.7 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

1.8 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

1.9 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified.

1.10 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 (as amended or supplemented) as of the later of the (a) Effective Date or (b) the date identified in the subsequently signed "Rule 9 Agreement" (defined in Section 3.1 below).

2. Design Costs; Invoicing; Interest

2.1 Design Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9. When Applicant delivers the signed Agreement to Utility, Applicant must pay Utility **$1,500.00** (the "**Initial Payment**"). After Applicant (a) pays the Initial Payment and (b) provides all Utility-requested information, Utility will begin Design preparation. If required by Rule 9, Section A.2, Utility will reduce the amount Applicant must pay Utility under the signed "Rule 9 Agreement" (defined in Section 3.1 below) by the amount Applicant paid Utility under this Agreement for the Design.

2.2 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Utility may periodically invoice Applicant for its Costs under this Agreement. Applicant must pay Utility's invoices within 30 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 3000085111 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Design.

2.3 True Up. If either Party cancels the Project in accordance with Section 5.2 or the Agreement terminates, Utility will compare the amounts Applicant paid Utility in connection with this Agreement to actual recorded costs ("**Cost True Up**") and either send Applicant an invoice or return any overpayment to Applicant. However, if the Parties sign a "Rule 9 Agreement," Utility will only perform a Cost True-Up if one is required by that subsequent contract and, if it is, by the deadline specified in that subsequent contract.

2.4 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

2.5 Multiple Applicants. [RESERVED]

3. Design Development; Access; Project Cancellation

3.1 Design Preparation and Amendment. Based on information provided by Applicant and in accordance with Utility's standards and its Tariff Schedules, Utility will prepare the Design. Until Applicant enters into an agreement to modify Utility's electric facilities for the Development ("**Rule 9 Agreement**"), Utility may amend the Design for any reason.

3.2 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

3.3 Design Approval. Applicant must confirm in writing that the Design does not conflict with its Development and sign a Design Approval Agreement acceptable to Utility before Utility will prepare the Rule 9 Agreement or release the Project for construction scheduling.

3.4 Obligation to Provide Information to Utility. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to meet with Utility at its request and provide the most current and accurate information concerning Applicant's Development to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

4. Identifying Conflicts and Property Rights on Plans; Resolution of Conflicts

4.1 Identification of Utility Facilities and Property Rights on Applicant's Plans. Applicant must submit its Plans to Utility's Project Coordinator. Those Plans must identify all conflicts between (A) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (B) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development, (C) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (D) the Development and Utility's Property Rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

4.2 Submitting Plans to Utility's ROW Management Department. In addition to submitting Applicant's Plans to Utility's Project Coordinator, Applicant must also submit the Plans, containing the information described in Section 4.1, to Utility's Right-Of-Way (ROW) Management Department and follow Utility's conflict resolution process. Additional information regarding this process is on Utility's website at http://www.nvenergy.com/business/newconstruction.cfm. Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded. If Utility does not waive or approve the conflict, Applicant must resolve the conflict to Utility's satisfaction.

4.3 Damage to Utility' Facilities or Interference with Utility's Property Rights Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

(B) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.4 No Obligation. Utility is not obligated to provide electric service to the Development and may stop work on the Design and the Project until after Applicant meets its obligations under Section 4 to Utility's satisfaction.

5. Term; Cancellation; Surviving Obligations

5.1 Term of Agreement. This Agreement is effective on the Effective Date and, unless terminated earlier under this Agreement, terminates two (2) years from the Effective Date.

5.2 Cancellation of Project. Either Party may cancel the Project with thirty days prior written notice. If mailed, the cancellation notice is deemed received three (3) days after the date the notice is mailed. This Agreement will terminate 33 days after the dated on the cancellation notice.

5.3 Obligations Surviving Default, Cancellation or Termination. Any default, expiration, or termination of this Agreement, cancellation of the Project or excuse of performance does not release Applicant from any liability or obligation to Utility for:

(A) Paying all Costs, whether incurred before or after excuse of performance, default, cancellation or termination, and paying all Costs that result from excuse of performance, termination, cancellation or a Party's default.

(B) Resolving all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development, at Applicant's expense.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development, at Applicant's expense.

The provisions of Section 2.2, Section 2.3 and Section 2.4 continue to apply to this Section 5.3.

6. Right to Set Off

6.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

6.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant.

(A) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.3(A).

(B) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.3(B).

6.3 Other Rights and Remedies; Survival. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

7. Confidentiality

7.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

7.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

7.3 Protection of Confidential Information.

(A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any person or entity except as

expressly provided in this Section or as otherwise approved in writing in advance by Utility.

(B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this Section will also apply to the receipt of non-public information that Applicant should reasonably recognize as being confidential.

(C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.

7.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

7.5 Sharing Confidential Information. Applicant may disclose Confidential Information to and discuss Confidential Information with its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, that the Other Party signs an agreement in a form acceptable to Utility in which the Other Party agrees to be bound by the terms of this "Confidentiality" Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.

7.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, Applicant must provide prompt written notice to Utility's legal department of any such requirement and seek a protective order preventing or limiting disclosure.

7.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

8. Notices

8.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
Murray, Susan
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6738
Fax No.: _____
Email Address: SMurray@nvenergy.com

Applicant:
CITY PARKWAY V INC
SCOTT CARTER
Physical Address: 400 STEWART AVE, LAS VEGAS, NV 89101
Mailing Address: 400 STEWART AVE, LAS VEGAS, NV 89101
Telephone No.: 702-229-6551
Fax No.: _____
Email Address: not applicable

8.2 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

9. Miscellaneous Provisions

9.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, unless otherwise specified the applicable portions of Rule 1 and Rule 9 that relate to Section 2 of this Agreement are the versions of those rules that are in effect as of the Effective Date. Notwithstanding Section 9.9, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

9.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

9.3 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement.

9.4 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

9.5 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

9.6 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

9.7 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

9.8 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

9.9 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

9.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9.11 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

9.12 Headings; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

9.13 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external

standard, including but not limited to any standard of custom, "good faith" or reasonableness.

9.14 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

9.15 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

9.16 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

9.17 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

9.18 Joint and Several Liability. [RESERVED]

DESIGN INITIATION AGREEMENT

Agreement No.: 5769
PID: 3000085111
Date Prepared: 08/30/2011

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: Jackson, Keith

Title: District Supervisor

Date: _____

APPLICANT:

CITY PARKWAY V INC

By: _____

Printed Name: Elizabeth N. Fretwell

Title: President

Date: _____

APPROVED AS TO FORM
Teresita L. Ponticello Date
Chief Deputy City Attorney

NVEnergy

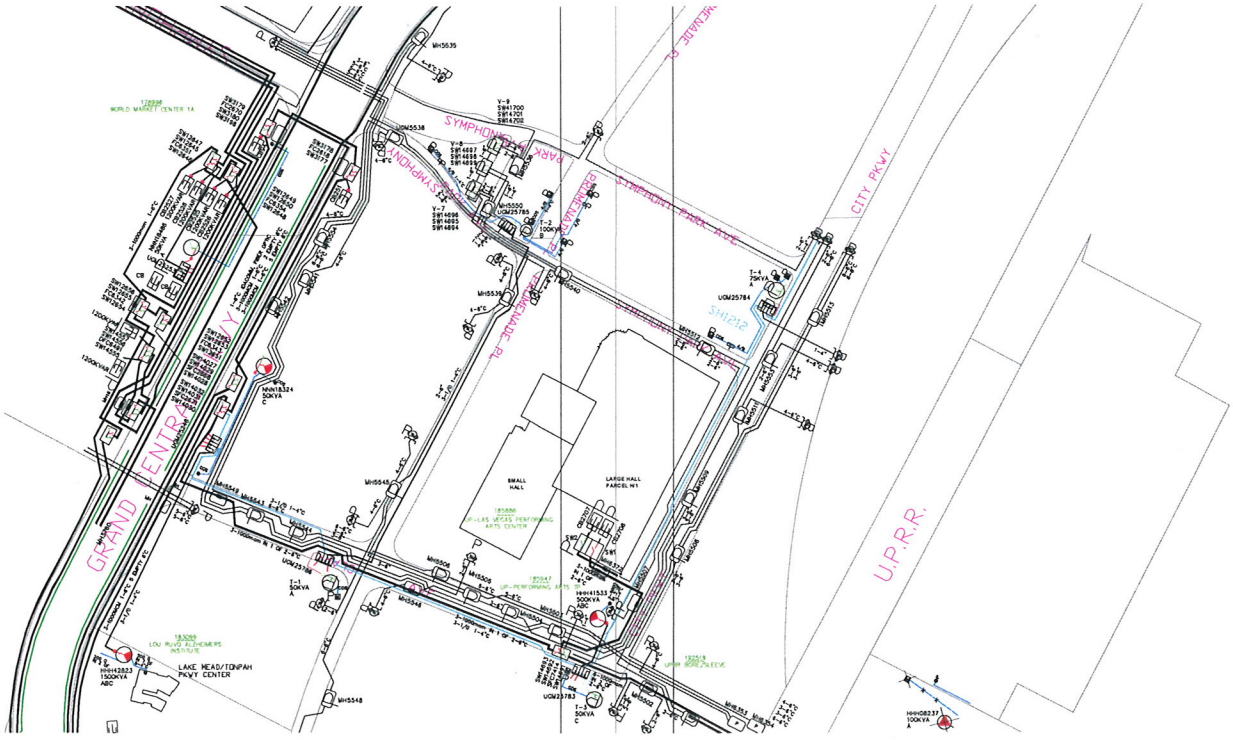
DISTRIBUTION PLANNING DEPARTMENT
PLANNING MEMO

Electric Assumptions and Requirements:

Date:	August 29, 2011	ISD:	11/1/2011
Project ID:	3000085111	BOD:	
EPD:	10 kVA	Source Fdr.	Shadow (SH) 1212
Planner:	Hamilton Avery	Cc:	Susan Murray, Pat Brown, Warren Ikei
Subject:	SYMPHONY PARK PH 2A		

Applicant's Minimum Requirements Are:

1. Serve from the source feeder (UGM-25784).
2. The Customer has indicated they wish to install all of the proposed conduits (6" & 4") on City Parkway and 6" stub-outs for future switches. Reference also the Union Park master conduit plan (#185345) for details. Note: The original UP Phase II Conduits (#192517) will be cancelled.
3. Extend conduit stub-outs to the north for future looping to switches on Grand Central Pky. / Ogden Ave.



NVEnergy

Memorandum Advanced Statement of Advance/Credit - DIA

Date Issued: 08/30/2011

Project Number: 3000085111

Project Title: SYMPHONY PARK PH 2 INFO

Applicant Name: CITY PARKWAY V INC

Applicant Address: 400 STEWART AVE, LAS VEGAS, NV 89101

Statement Number: 15741

Applicant Phone: 702-229-6551

Applicant Fax: _____

Applicant Email: _____

Project Coordinator: Susan Murray

Phone Number: 702/402-6738

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	0.00	1,500.00	0.00	1,500.00
Non-Refundable	0.00	0.00	0.00	0.00
			Total Advance Due:	$1,500.00

Remittance Instructions:

1. Please sign contract.
2. Make checks payable to NV Energy.
3. Write your project number (shown above) on the check.
4. Please remit the contract and payment to the following location:

   New Business Contract Administration
   ATTN: Rule 9 SCSR
   P. O. Box 98910
   MS B54RN
   Las Vegas, NV 89151

5. Enclose any necessary project documentation required for your project along with your signed contract and payment.
6. This payment is related to the design phase of your project.
7. NV Energy must receive the signed DIA contract and payment before your project will be assigned to a project coordinator.

Contact your project coordinator at 702/402-6738 with any questions or concerns. Thank you!

This statement is provided for informational purposes only.

Accounting Sheet

NVEnergy

Project ID: 3000085111 **Project Title:** SYMPHONY PARK PH 2 INFO

A) Subject To Refund Taxable Amount (252.000,107.000)

Contracts(252.000)	
Contracts(107.000)	
Proportionate Share Attachment(252.000)	
Total	0.00

B) Subject To Refund Tax (253.000,253.030)

(A-252)*Tax Rate (253.000)	0.00
(A-107)*Tax Rate (253.030)	0.00
Total	0.00

C) Non-Refundable Taxable Amount (107.000)

Contract - CIAC over 20,000(Relocation)	
No Contract - CIAC under 20,000(Relocation)	
Non Standard Inspection (overtime, multiple)	
Total	

D) Non-Refundable Tax (253.030)

(C-107)*Tax Rate	0.00
Total	0.00

E) Non-Refundable (Non Cash) Tax (253.090)

Estimated value of non-cash contribution	
Substructure Tax	0.00

F) Subject To Refund / Non-Taxable Amount (252.000,107.000)

For 252.000	
For 107.000 (or Design Advance)	1,500.00
Total	1,500.00

G) Non - Refundable / Non-Taxable Amount (107.000)

Public Good Over 20,000	
Public Good under 20,000	
Non Standard Inspection (overtime, multiple)	
Total	

H) Non-Refundable / Non-Taxable Amount (108.000)

Contract - CIAC over 20,000(Removal)	
No Contract - CIAC under	
Non- Standard Inspection (overtime, multiple)	
Total	

I) Credits (107.000)

Applicant Installed Credit / Misc	
Gas Service Credit	
Design Advance(107.000)	
Total	

Applicant Advance	1,500.00

Retention Amount	

Cash Ticket

NVEnergy

Project ID : 3000085111 **Project Title :** SYMPHONY PARK PH 2 INFO **Coordinator :** Susan Murray

DESCRIPTION	ACCOUNT	DEPT	PRODUCT	PROJECT	ACTIVITY ID	CATEGORY	RESOURCE TYPE	AMOUNT
(A.1) Cust Advance-Refundable-Taxable - Liab (252)	252000	D306	410		A622	C305	85	$0.00
(F.1) Cust Advance-Refundable-Non-Taxable - Liab (252)	252000	D306	410		A622	C305	86	$0.00
(A.2) CIAC - Refundable-Taxable-CWIP (107)	107000	D306	410		A626	C305	85	$0.00
(F.2) CIAC - Refundable-Non-Taxable-CWIP (107)	107000	D306	410		A628	C305	86	$1,500.00
(C) CIAC - Non-Refundable-Taxable-CWIP (107)	107000	D306	410		A627	C305	85	$0.00
(G) CIAC - Non-Refundable-Non-Taxable-CWIP (107)	107000	D306	410		A629	C305	86	$0.00
(B.1) Tax Gross-up-(on 252000) - Refundable Advance	253000	D306	410		A623	C305	85	$0.00
(B.2) Tax Gross-up-(on 107000) - Refundable CIAC	253030	D306	410		A620	C305	85	$0.00
(D) Tax Gross-up-(on 107000) - Non-Refundable CIAC	253030	D306	410		A620	C305	85	$0.00
(E) Tax Gross-up-Trench Tax	253090	D306	410		A621	C305	85	$0.00
(H) RWIP Cost of Removal (non-refund & non-taxable)	108000	D306	410		A604	C305	86	$0.00
(C) Customer Paid Overtime - RWIP - taxable	107000	D306	410		A607	C305	85	$0.00
(G) Customer Paid Overtime - CWIP - Non - taxable	107000	D306	410		A607	C305	86	$0.00
(H) Customer Paid Overtime - RWIP - Non - taxable	108000	D306	410		A609	C305	86	$0.00
(I) Engineering Advance - CWIP - Other	107000	D306	410		A628	C305	86	$0.00
(I) Applicant Installed Credit/Misc.-(CWIP-Install-Other)	107000	D306	410		A357	C305	81	$0.00
(I) Gas Service Credit - (CWIP-Install-Other)	107000	D306	410		A357	C305	81	$0.00
Job Order Cash Receipt - Other Advances	186201	D306	410		A606	C305	81	$0.00
(I) Credit Contract	107000	D306	410		A357	C305	81	$0.00
Total Cost								**$1,500.00**

MILESTONES AND NPC DURATIONS FOR TYPICAL NEW BUSINESS PROJECTS

TASK	WHO OWNS		Typical NPC completion time** (weeks)	Customer COMMITMENT PERIOD (in business days)	If the Milestone is not met by the Customer
Customer submits Project Information Sheet to begin new project to Authorization to Proceed submitted to Customer (time elapsed)	NPC		5 weeks		
Customer receives/ returns Authorization to Proceed		Customer		Maximum 20 days	after 20 days project is subject to cancellation
Project Go to Project assigned to district Coordinator	NPC		1 week		
Customer to contact the NPC District Coordinator to schedule the pre-design meeting after receiving assignment letter/first comments from agencies.		Customer		Maximum 60 days after receipt of assignment letter	after 60 days project is subject to cancellation
Pre-Design meeting scheduled to Pre-Design meeting held		Customer	2 weeks		All revelant design information must be provided or Pre-design meeting may be delayed
Completed Design given to Customer	NPC		6 weeks		
Customer receives/approves NPC Design		Customer		Maximum 20 days	after 20 days project is subject to cancellation
Government Approvals		Customer		10-40 days (2-8 weeks) (Government-driven)	
ROW SIGNED / RETUNED TO NPC (IF APPLICABLE)		Customer		10-40 days (2-8 weeks)	Project will not go to the Contract Stage until all easments are signed
Contract given to Customer	NPC		1 week		
Contract /Payment/Easements from Customer		Customer		Maximum 120 days	Project will not go to the Construction stage until all documents are completed and all monies are collected. After 60 days the project cost is reestimated. After 120 days project is subject to cancellation.
NPC inspects and releases Customer installed substructures		Customer		40 days (8 weeks average)	
NPC Scheduler moves project from inspection release to construction schedule	NPC		1 week		
Inspections/releases complete to Construction Start:	NPC		4 weeks		
Total Time that you can expect for NPC to process an average (non-Discovery) project to the start of NPC electrical line crew Construction. (This does NOT include time Customer requires for their activities).			20 weeks		
Maximum Customer-Driven Time (weeks)				280-340 business days or 56-68 weeks	

TOTAL COMBINED (NPC & Customer) TIME from PIS sheet submittal to NPC construction start**:	Minimum: 20 weeks Maximum: 88 weeks

**NPC makes no guarantee that it will meet the durations expressed in this document, and actual timelines will vary from project to project based on a number of factors including but not limited to work load constraints, project complexity, coordination issues and customer revisions

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

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)

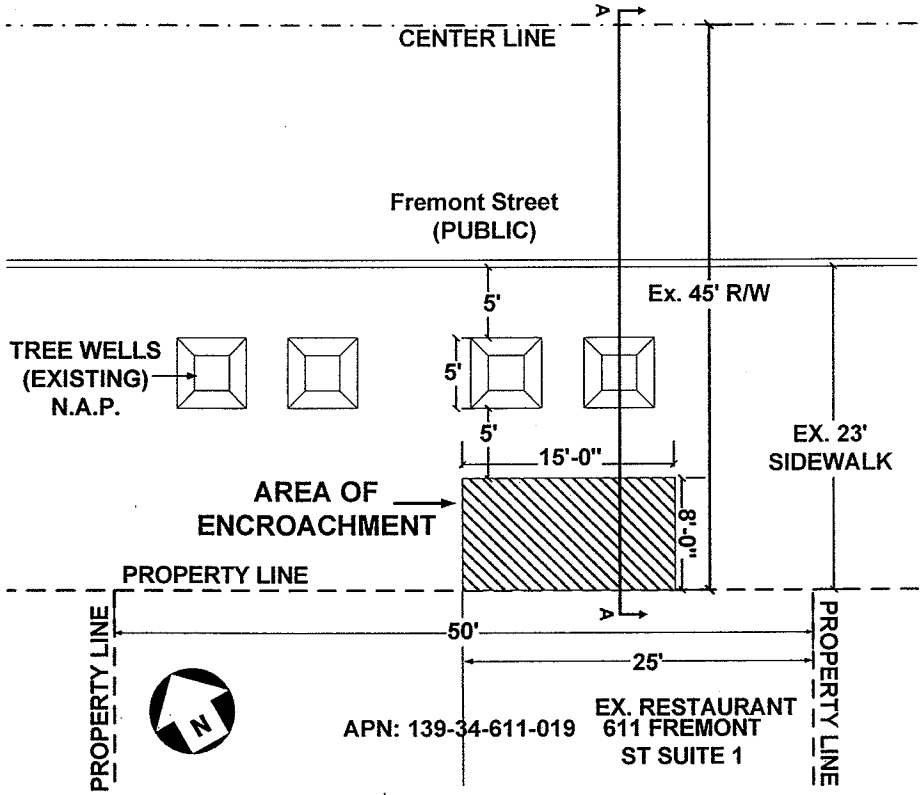
Fiscal Impact

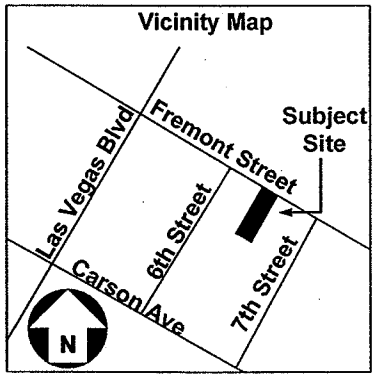
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

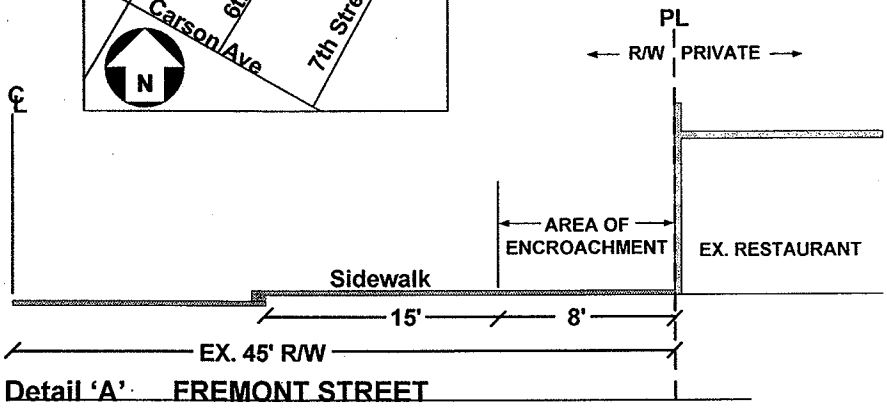
PURPOSE/BACKGROUND:
This request is for outdoor seating to be used during business hours and brought indoors during non-business hours for storage. The outdoor seating will consist of furnishings placed in a designated area approximately 15 feet by 8 feet on the north side of the building in the public 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

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

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)

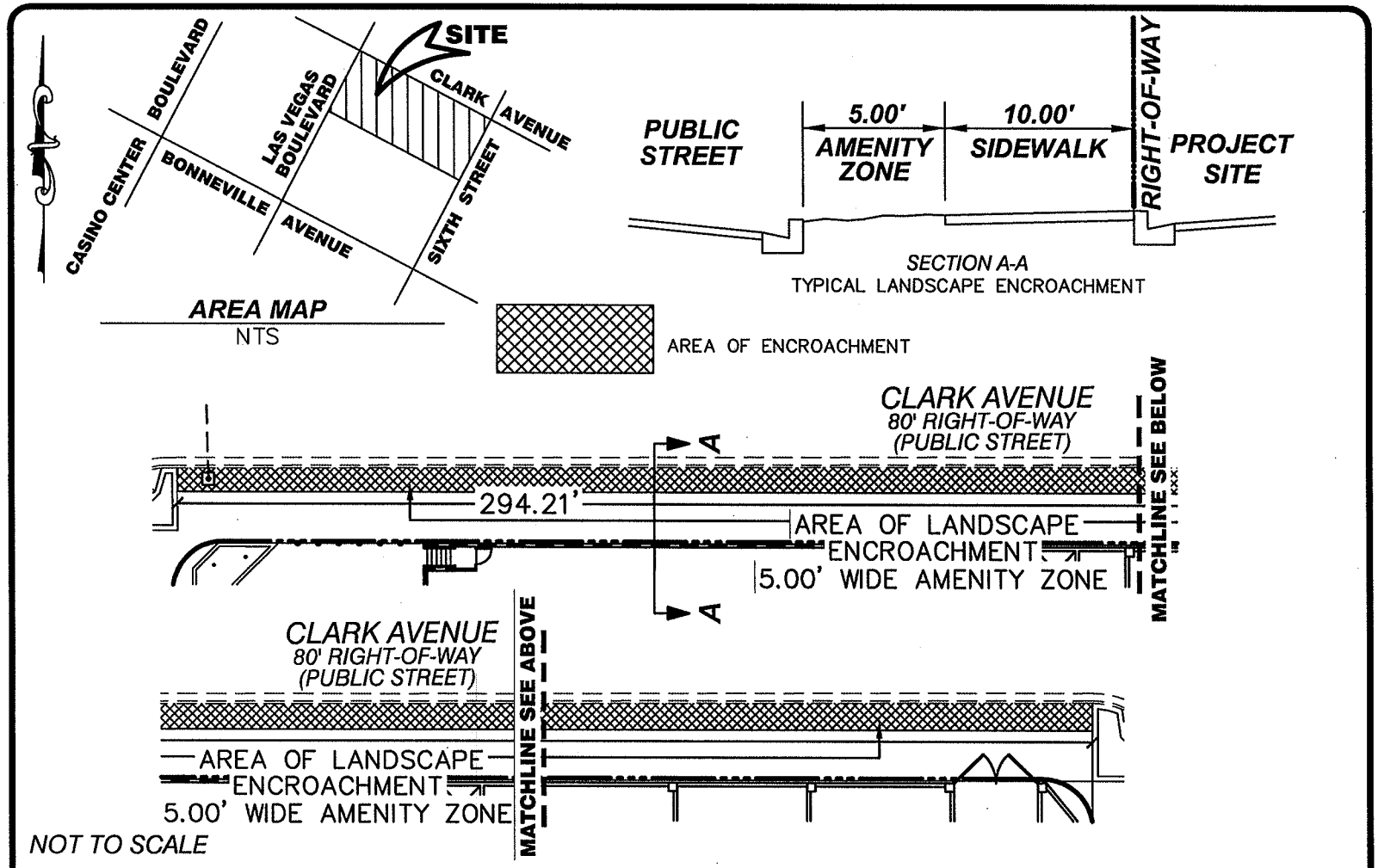
Fiscal Impact

☒ **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.

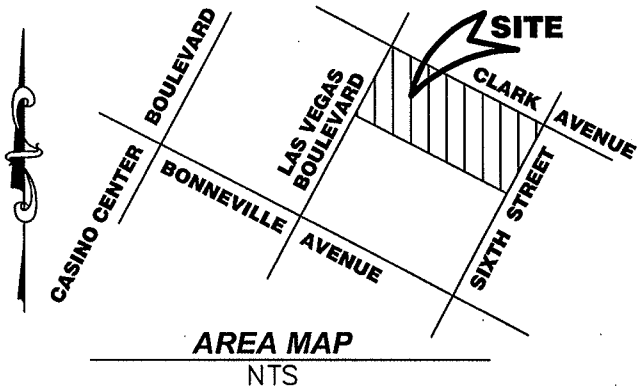
BACKUP DOCUMENTATION:
Exhibit A



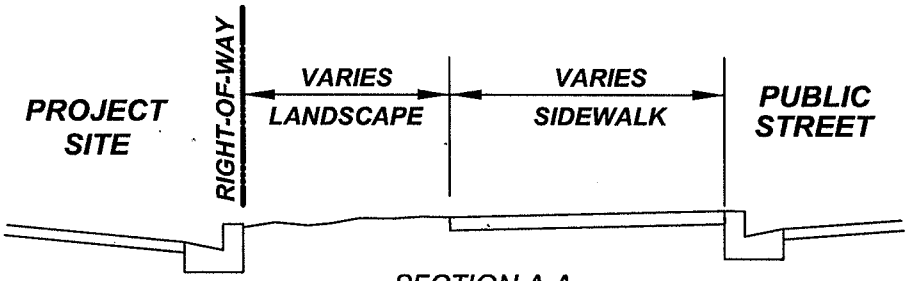
JHR

ENCROACHMENT EXHIBIT (1 OF 4)
IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11

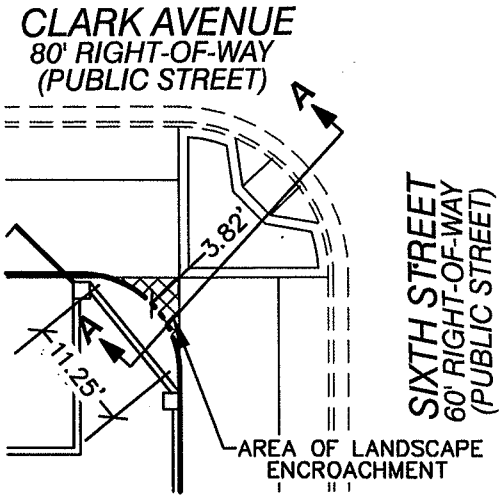


AREA MAP
NTS



SECTION A-A
TYPICAL LANDSCAPE ENCROACHMENT

AREA OF ENCROACHMENT

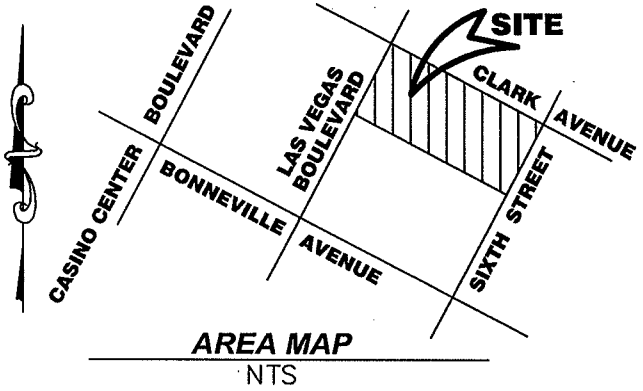


NOT TO SCALE

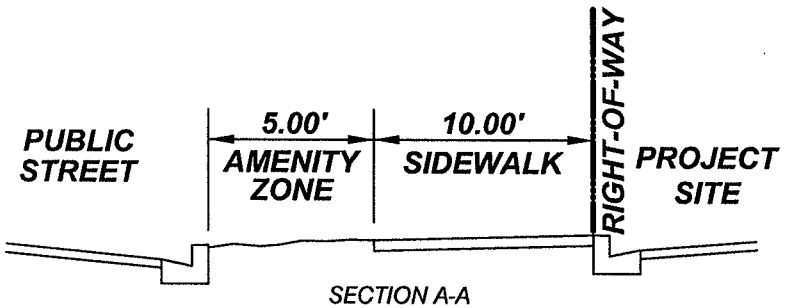
JHR

ENCROACHMENT EXHIBIT (2 OF 4)
IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11



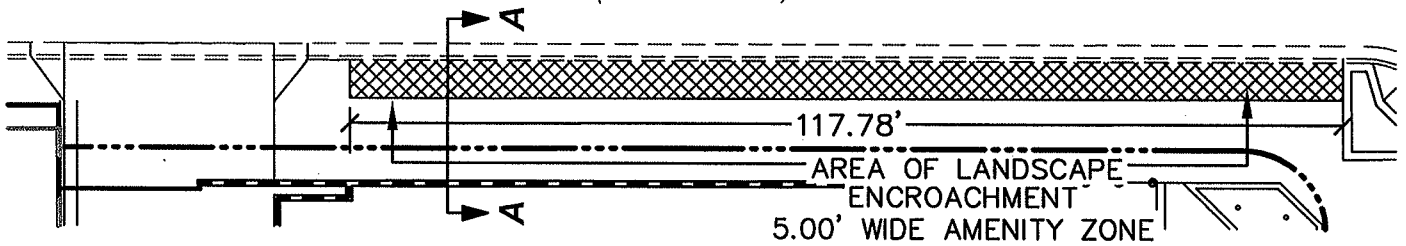
AREA MAP
NTS



SECTION A-A
TYPICAL LANDSCAPE ENCROACHMENT

AREA OF ENCROACHMENT

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

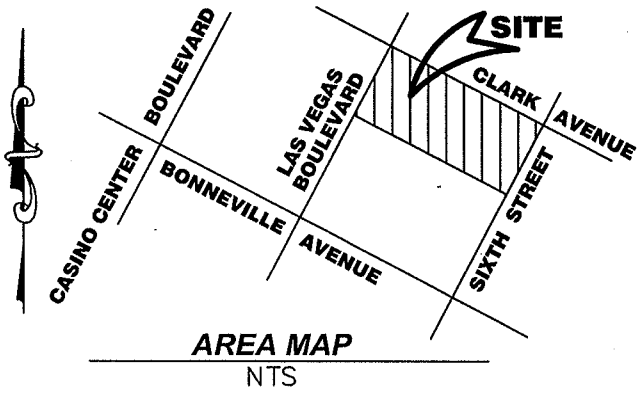


NOT TO SCALE

JHR

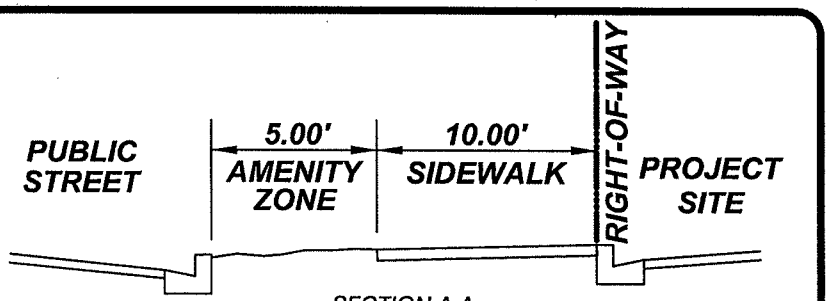
ENCROACHMENT EXHIBIT (3 OF 4)
IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11

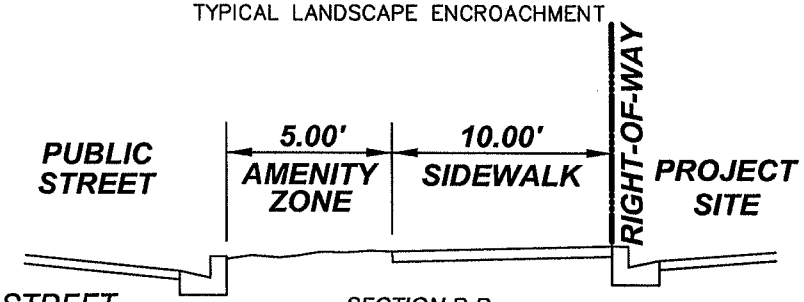


AREA MAP
NTS

AREA OF ENCROACHMENT

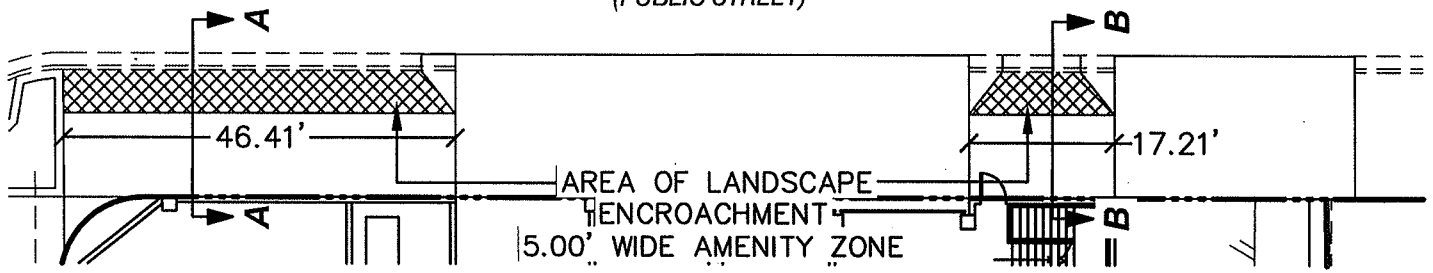


SECTION A-A
TYPICAL LANDSCAPE ENCROACHMENT



SECTION B-B
TYPICAL LANDSCAPE ENCROACHMENT

SIXTH STREET
60' RIGHT-OF-WAY
(PUBLIC STREET)



NOT TO SCALE

JHR

ENCROACHMENT EXHIBIT (4 OF 4)
IMMIGRATION BUILDING COMPLEX

DATE:
08-22-11

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

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, though 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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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: Sr 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 Mary K. Rios, Notary Public (Signature of Notary Public)

MARY K. RIOS
COMM. # 1809616
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 15, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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
Top of thumb here

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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:

Deputy City Attorney 1/11/06
Date

Thomas R. Green

ATTEST:

Barbara Jo Ronemus, City Clerk

DAY STAR VENTURES, LLC

By: Manag
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)

Paul Wagner

STATE OF)
) ss.
COUNTY OF)

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.

NOTARY PUBLIC LaRae Obenauf
IN AND FOR SAID COUNTY AND STATE

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LARAE OBENAUF
No: 99-54758-1
My Appointment Expires Dec. 4, 2006

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

PRINT DATE: 8/2/05

PROJECT NUMBER: 8131 **APPL TYPE:** L-CIVIL

Prepared by: HSMOOT

PROJECT NAME: DAY DAWN CROSSING UNIT 2

LOCATION: GRAND TETON DRIVE EAST OF DURANGO DRIVE

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

PRINT DATE: 8/2/05

PROJECT NUMBER: 8131 **APPL TYPE:** L-CIVIL

Prepared by: HSMOOT

PROJECT NAME: DAY DAWN CROSSING UNIT 2

LOCATION: GRAND TETON DRIVE EAST OF DURANGO DRIVE

CONTINUED...

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

APPROVED BY: HARLOW SMOOT III

APPROVED DATE: 8/2/05

CURRENT FEE LIST

FEE DESCRIPTION	AMOUNT		DATE PAID
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		

FEE DESCRIPTION	AMOUNT		DATE PAID
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 683a.390:

(Resident Agent)

167219
(State of Nevada, License Number)

CARMINE P. COLUCCI
(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: _____ Manager
(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).

THE INSCO DICO GROUP

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

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

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 _____

NITA G. HIFFMEYER
COMM. # 1543481
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Jan. 10, 2009

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

ID-1380 (Rev. 2/05)

EXHIBIT 'C'

KBEECH WORK LIST

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
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

EXHIBIT A

KBEECH Enterprises
Relentless Persistance
GENERAL ENGINEERING CONTRACTOR

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
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

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

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 9/20/11

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: 139-33-610-026

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*

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

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.

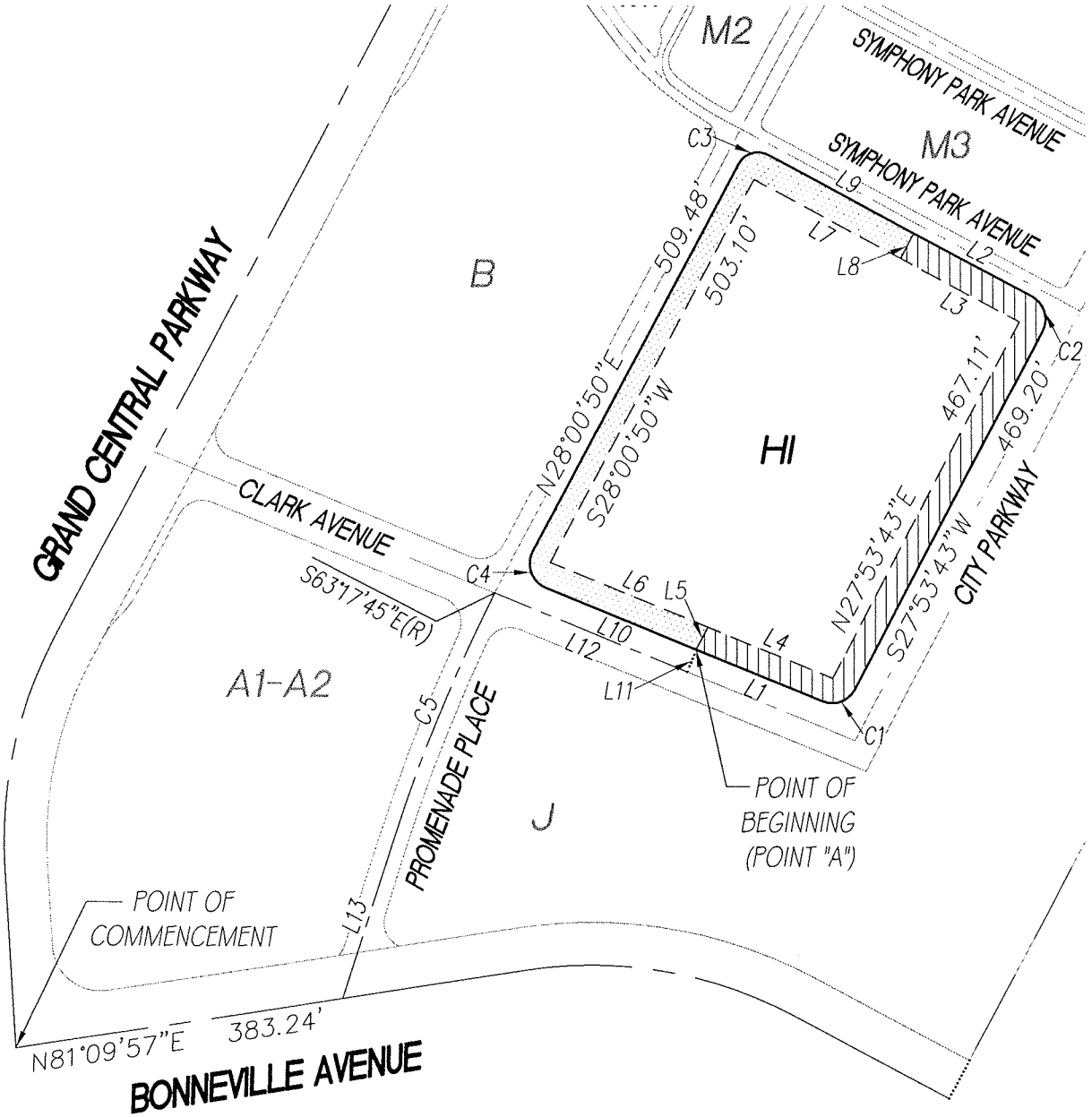
(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

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

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

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



N

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 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

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

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.

Falder

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

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

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

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

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By _____
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

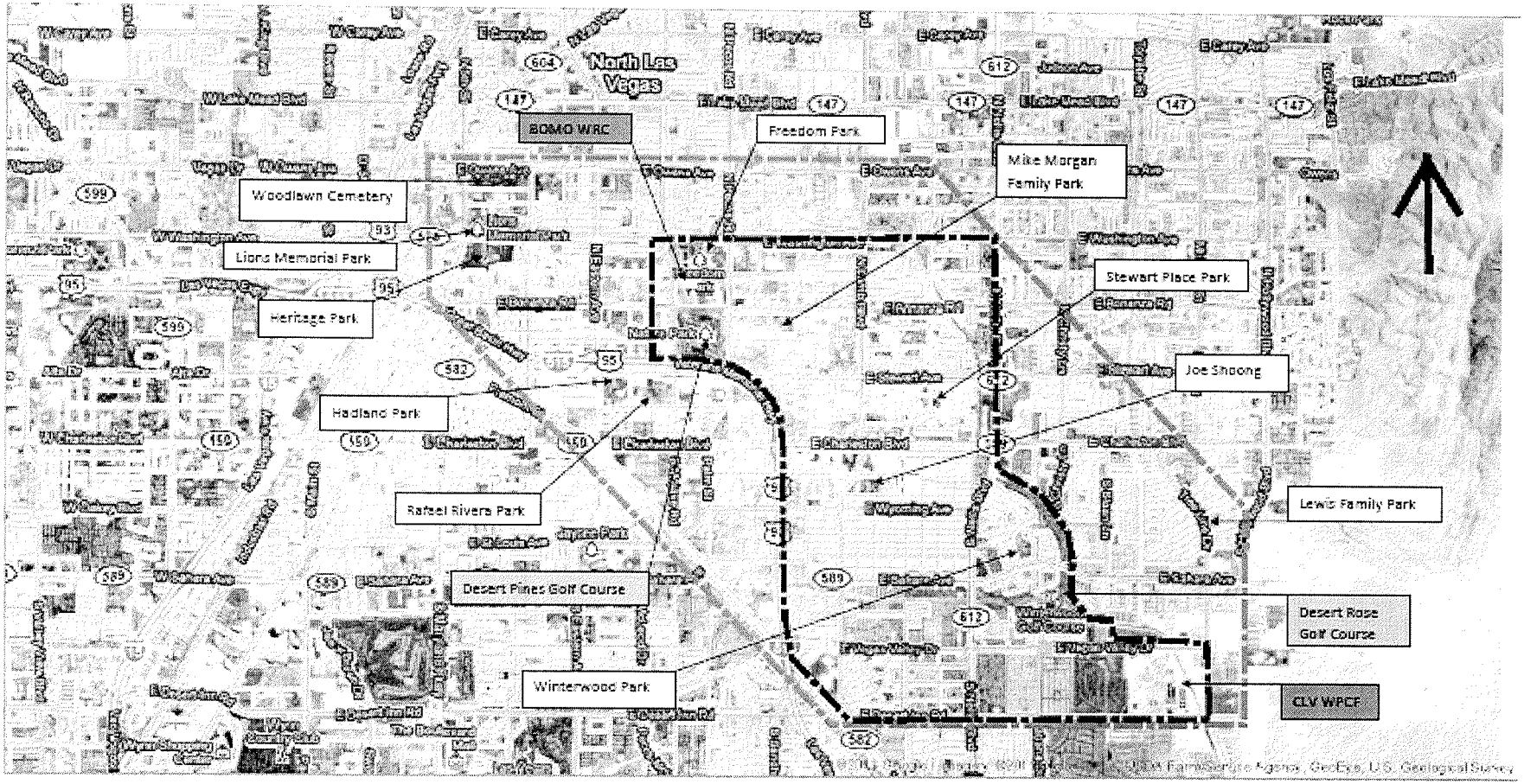
Upon completion of the project, the Engineer will revise the construction contract drawings to conform to the construction records. The Construction Manager will provide a single, 24" x 36" set of complete, compiled red-lined mark-ups to the Engineer. The Engineer will submit record drawings in AutoCAD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

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

Version 2 – 30 June 2011
PW: Figure 1 - Proposed Reuse Pipeline Alignment and Potential Customer Boundaries.docx

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

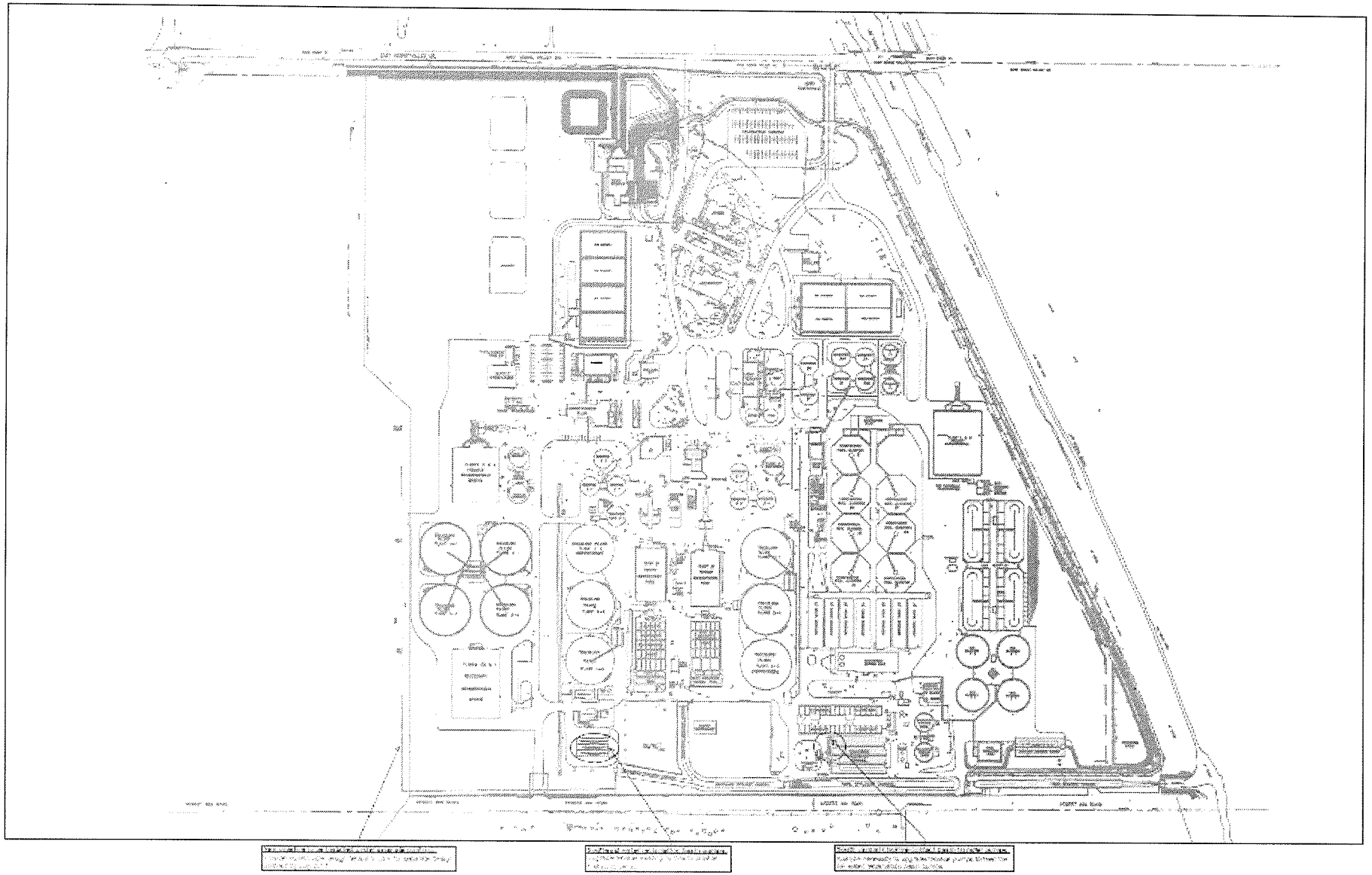


EXHIBIT "B"

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 (BOMO & PS)	Process Mech Design Engineer	Process Mech CAD	O&M Specialist	Structural Engineer	Structural CAD	Electrical Engineer	Electrical CAD	Estimator	QA/QC	Admin	Labor Summary		Subconsultant Expense Summary	Direct Expense Summary	TOTAL
		$ 210.00	$ 164.80	$ 164.80	$ 106.56	$ 95.00	$ 124.80	$ 124.80	$ 164.80	$ 122.02	$ 95.00	$ 224.00	$ 144.00	$ 90.00	$ 144.00	$ 90.00	$ 102.40	$ 192.00	$ 70.40	Hours	Cost	Cost	Cost	
PHASE 1000 - PROJECT MANAGEMENT																								
1100	Project Management	36	312	26	0	0	0	0	26	0	0	4	0	0	0	0	0	2	200	606	$ 82,907	$ -	$ -	$ 82,907
1110	Project Initiation	4	40	20					20									2	48	134	$ 17,787	$ -	$ -	$ 17,787
1120	Meeting - Project Kick-off Meeting	4	12	6					6			4							8	40	$ 6,254	$ -	$ -	$ 6,254
1130	Overall Project Management (12 month project duration)	28	260																144	432	$ 58,866	$ -	$ -	$ 58,866
	Phase 1000 - Subtotal	36	312	26	0	0	0	0	26	0	0	4	0	0	0	0	0	2	200	606	$ 82,907	$ -	$ -	$ 82,907
PHASE 2000 - PRELIMINARY DESIGN																								
2100	Background Data Collection	8	40	24	48	0	40	0	16	32	0	24	0	0	0	0	0	0	24	256	$ 35,941	$ -	$ 1,400	$ 37,341
2110	BOMO Data Collection	2	4							8									8	22	$ 2,619	$ -	$ -	$ 2,619
2111	Site visit - BOMO		4						8			12								24	$ 4,666	$ -	$ 900	$ 5,566
2120	Reuse Pipeline Data Collection	4	16	16	40		40												8	124	$ 15,931	$ -	$ -	$ 15,931
2121	Site visit - Pipeline Study Area walk			8	8															16	$ 2,171	$ -	$ 250	$ 2,421
2130	WPCF Reuse Pump Station Data Collection	2	16							16		12							8	54	$ 8,260	$ -	$ -	$ 8,260
2131	Site visit - WPCF Reuse Pump Station								8	8										16	$ 2,295	$ -	$ 250	$ 2,545
2200	Evaluation of Alternatives	40	82	56	104	40	16	20	68	108	40	32	2	0	16	0	48	20	94	786	$ 103,834	$ -	$ 750	$ 104,584
2210	BOMO Decommissioning Alternatives TM	4	8						8	16		24			4		16	4	16	100	$ 14,914	$ -	$ 250	$ 15,164
2211	Workshop - BOMO Decommissioning Alternatives TM Review		6	4					8	4		4			4				2	32	$ 5,067	$ -	$ -	$ 5,067
2220	Reuse Pipeline Alignment Alternatives TM	32	40	40	100	40	16	20									16	8	40	352	$ 44,843	$ -	$ 250	$ 45,093
2221	Workshop - Reuse Pipeline Alignment Alternatives TM Review		6	8	4				4	4									2	28	$ 4,022	$ -	$ -	$ 4,022
2230	WPCF Reuse Pump Station Alternatives TM	4	16						40	80	40		2		8		16	8	32	246	$ 30,497	$ -	$ 250	$ 30,747
2231	Workshop - WPCF Reuse Pump Station Alternatives TM		6	4					8	4		4							2	28	$ 4,491	$ -	$ -	$ 4,491
2300	Draft Basis of Design Report	4	20	46	40	40	4	0	26	20	16	8	4	0	4	4	4	4	10	254	$ 33,709	$ -	$ 500	$ 34,209
2310	Prepare Draft BODR		8	40	40	40	4		20	20	16	4	4		4	4	4	4	8	220	$ 27,877	$ -	$ 500	$ 28,377
2370	Workshop - Basis of Design Report Review	4	12	6					6			4							2	34	$ 5,832	$ -	$ -	$ 5,832
2400	Final Basis of Design Report	2	4	8	24	16	2	2	8	24	16	2	2		4	2		4	8	128	$ 15,564	$ -	$ -	$ 15,564
	Phase 2000 - Subtotal	54	146	134	216	96	62	22	118	184	72	66	8	0	24	6	52	28	136	1252	$ 189,049	$ -	$ 2,650	$ 191,699
PHASE 3000 - DETAILED DESIGN																								
3100	60% Design	30	74	128	200	300	0	0	104	80	100	44	8	16	48	24	36	48	42	1,282	$ 163,181	$ -	$ 2,250	$ 165,431
3110	BOMO Decommissioning 60% Design (Specifications)	1	8						16			40			4		4	8	4	85	$ 15,928	$ -	$ -	$ 15,928
3120	Reuse Pipeline 60% Design (Drawings & Specifications)	24	48	120	200	300											24	24	24	764	$ 91,294	$ -	$ 1,500	$ 92,794
3130	WPCF Reuse Pump Station 60% Design (Drawings & Specifications)	1	12						80	80	100		8	16	40	24	8	16	12	397	$ 49,881	$ -	$ 500	$ 50,381
3190	Workshop - 60% Design Package Review	4	6	8					8			4			4				2	36	$ 6,078	$ -	$ 250	$ 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	$ -	$ 2,250	$ 107,049
3210	BOMO Decommissioning 90% Design (See Note 1)	1	4																	5	$ 869	$ -	$ -	$ 869
3220	Reuse Pipeline 90% Design (Drawings & Specifications)	16	32	60	120	240											16	24	16	524	$ 61,482	$ -	$ 1,500	$ 62,982
3230	WPCF Reuse Pump Station 90% Design (Drawings & Specifications)	2	16						40	40	40		4	4	60	40	12	16	8	282	$ 36,369	$ -	$ 500	$ 36,869
3290	Workshop - 90% Design Package Review	4	6	8					8			4			4				2	36	$ 6,078	$ -	$ 250	$ 6,328

		Principal-In-Charge	Project Manager	Project Engineer (Pipeline)	Pipeline Design Engineer	Pipeline CAD	GIS Analyst	Permit Coordinator	Project Engineer (BOMO & PS)	Process Mech Design Engineer	Process Mech CAD	O&M Specialist	Structural Engineer	Structural CAD	Electrical Engineer	Electrical CAD	Estimator	QA/QC	Admin	Labor Summary		Subconsultant Expense Summary	Direct Expense Summary	TOTAL
	** Note = CPS salaries have 5% escalation to 2013.	$ 221.00	$ 173.00	$ 173.00	$ 112.00	$ 100.00	$ 125.00	$ 125.00	$ 173.00	$ 128.00	$ 100.00	$ 235.00	$ 151.00	$ 95.00	$ 151.00	$ 95.00	$ 108.00	$ 202.00	$ 74.00	Hours	Cost	Cost	Cost	
PHASE 3000 - CONSTRUCTION PHASE SERVICES																								
3100	Final Contract Documents	8	16	40	60	120	0	0	16	24	40	0	2	2	16	16	10	20	18	408	$ 48,411	$ -	$ 2,000	$ 50,411
3310	BOMO Decommissioning Contract Documents (See Note 1)	1	2																	3	$ 540	$ -	$ -	$ 540
3320	Rouse Pipeline Contract Documents (Drawings & Specifications)	6	10	40	60	120											8	12	12	268	$ 31,262	$ -	$ 1,500	$ 32,762
3330	WPCF Rouse Pump Station Contract Documents (Drawings & Specifications)	1	4						16	24	40		2	2	16	16	2	8	6	137	$ 16,610	$ -	$ 500	$ 17,110
3400	Permitting Assistance and Utility Coordination (See Note 2)		40					240											40	320	$ 39,360	$ -	$ -	$ 39,360
3500	Project Support Services	0	12	0	32	0	0	0	8	0	0	0	20	0	0	0	0	4	24	100	$ 12,044	$ -	$ -	$ 12,044
3510	Field Survey and Aerial Photography		4		16				4										8	32	$ 3,587	$ -	$ -	$ 3,587
3520	Subsurface Utility Engineering		4		8														8	20	$ 2,075	$ -	$ -	$ 2,075
3530	Geotechnical Investigation		4		8				4				20					4	8	48	$ 6,382	$ -	$ -	$ 6,382
	Phase 3000 - Subtotal	61	200	236	412	660	0	240	176	144	180	48	34	22	128	80	74	112	150	2885	$ 367,794	$ -	$ 6,500	$ 374,294
PHASE 4000 - BIDDING PHASE SERVICES																								
4100	Pre-Award Bidding Services	8	36	36	16	0	0	0	32	0	0	6	0	0	6	0	8	8	48	204	$ 28,467	$ -	$ 2,000	$ 30,467
4110	Print and Distribute Construction Documents		8		16														16	40	$ 4,150	$ -	$ 2,000	$ 6,150
4120	Answer Contractor Questions (25 questions)	2	8	16					16			4			4			4	8	62	$ 9,815	$ -	$ -	$ 9,815
4130	Prepare Addenda (2 addenda)	2	8	8					8			2			2			4	8	42	$ 6,442	$ -	$ -	$ 6,442
4140	Update Opinion of Probable Construction Cost		8	8					8								8		8	40	$ 5,338	$ -	$ -	$ 5,338
4150	Pre-Bid Conference	4	4	4															8	20	$ 2,722	$ -	$ -	$ 2,722
	Phase 4000 - Subtotal	8	36	36	16	0	0	0	32	0	0	6	0	0	6	0	8	8	48	204	$ 28,467	$ -	$ 2,000	$ 30,467
5100	Project Management (12 month duration)	12	104																72	188	$ 25,972	$ -	$ 1,200	$ 27,172
5200	Project Meetings and Site Visits (5 meetings w/ visits)		20	40	40				40	40										180	$ 26,900	$ -	$ 1,200	$ 28,100
5300	Submittal Review (60 submittals)	8	8	40	80				40	80			12		20			8		296	$ 42,640	$ -	$ -	$ 42,640
5400	RFI's and Document Interpretation (40 RFIs)	4	4	20	20				20	20			6		16			4		114	$ 17,426	$ -	$ -	$ 17,426
5500	Change Order Processing (4 change orders)	2	4	8	16				8	16			4		4			4		66	$ 9,758	$ -	$ -	$ 9,758
5600	Record Drawings		4	16		120			4		40							4	16	212	$ 23,352	$ -	$ 3,000	$ 26,352
	Phase 5000 - Subtotal	26	144	124	156	120	0	0	112	156	40	0	22	0	40	0	0	20	88	1,056	$ 146,648	$ -	$ 5,400	$ 151,448
	TOTAL LABOR HOURS	185	838	556	800	876	62	262	464	484	292	124	64	22	198	86	134	170	622	6,003				
	TOTAL LABOR COST	$ 39,136	$ 139,283	$ 92,645	$ 86,097	$ 83,820	$ 7,738	$ 32,698	$ 77,386	$ 59,989	$ 27,940	$ 27,776	$ 9,370	$ 1,980	$ 28,792	$ 7,740	$ 13,722	$ 32,840	$ 44,106		$ 814,265	$ -		$ 830,815
																						OTHER DIRECT COSTS	$ 36,900	
																						Travel & mileage	$ 6,000	
																						Reproduction/meeting materials/project supplies	$ 15,500	
																						Clark County GIS Data Base	$ 2,500	
																						Outside Services (postage / courier / overnight service)	$ 400	
																						B&V Technology Service Center	$ 12,500	
																						SUBCONSULTANTS (5% markup included)		$ 366,933
																						I&C Design & Construction Phase Services (WME)		$ 98,490
																						Field Survey and Aerial Photography (VTN)		$ 196,623
																						Subsurface Utility Engineering (Cardno TBE)		$ 31,500
																						Geotechnical Investigation (Ninyo & Moore)		$ 40,320
																						TOTAL BASIC SERVICES BUDGET		$ 1,234,648

NOTES:

1) No changes are expected to the BOMO Decommissioning design after the 60% submittal and design review workshop.

2) All fees associated with permits will be provided as a part of Additional Services.

3) Salary multiplier = 3.2

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 Contracting Entity

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

Block 2 Description

Prime Design Services for Bomo Pipeline Project; Agreement No. 120019-EV

RFP#

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

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

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

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

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

Name of Attached Document: _____
Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

15 Sep 11
Date

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

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BARBARA STOLL-FRANK
No. 86-0731-1
My Appointment Expires May 1, 2012

EXHIBIT "G"

CERTIFICATE

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☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Name

15 Sep 11
Date

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

Barbara Stoll-Frank
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BARBARA STOLL-FRANK
No. 86-0731-1
My Appointment Expires May 1, 2012

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

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 be 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 it 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 or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the 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)

Item No.	Description
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, 2011.

Signature _____

State of Nevada)
) ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this 3rd day of June, 2011, by Rosemary Anne Smith (name of person making statement).

_____
Notary Signature

STAMP AND SEAL

PATRICIA B. ROSCOE
Notary Public State of Nevada
No 02-73661-1
My appt exp. Jan 14, 2014

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 is 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
EIN or DUNS: 91-1571934

Block 2
Description
Subject Matter of ~~Contract~~/Agreement: 120039-DC Partnering Facilitation Services REF #:

Block 3
Type of Business
x 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 street 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: _____ 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

June 3, 2011
Date

Subscribed and sworn to before me this 2nd day of June, 2011.

_____
Notary Public

PATRICIA B. ROSCOE
Notary Public State of Nevada
No. 02-73661-1
My Appt exp. Jan. 14, 2014

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

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 it 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 or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the 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 9-6-11

Deputy City Attorney Date

Orasys, LLC

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)

Item No.	Description
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	Block 2 Description
ORASYS LLC	**Subject Matter of Contract/Agreement**
Name	**Oracle Consulting Services**
Address 110 Turnpike Rd, Suite 212	
Telephone WESTBOROUGH, MA 01581 508 472 4904	
EIN or DUNS EIN-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 2	508-353-5878
2.	MADHU P REDDY	WESTBORO, MA: 01581 ~~Same~~	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

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

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 or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

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

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

E-5 Insurance: [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 know, 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:

Identifier	Title/Text Reference	Pages
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:

Robert S. Sylvain 9-7-11
Deputy City Attorney Date

Artech Group, Inc.

9-8-11
Rick Virmani, President

"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**

Contract No. 120028-PH
Exhibit B

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*

		Process	1	2	3	4	5	6	7	8	9	10
PRE-APP PROCESSES	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(H):T(M)	B(M):T(M)								
	B	<EXAMPLE> Submission of applications to Planning & Development										
	C											
	D											
	E											

Phase 1
Phase 2
Phase 3
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
FIRE PROCESSES	F										
	G										
	H										
	I										
	J										
	K										

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

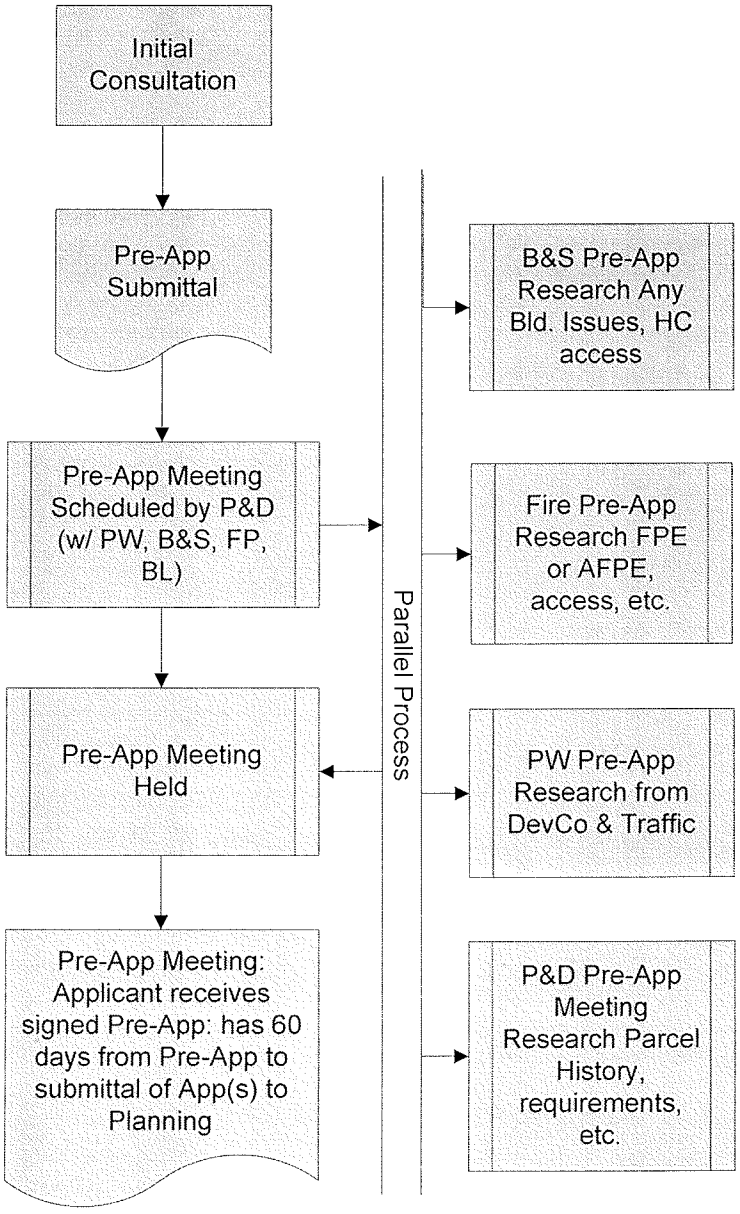
Notes
- Any notes for this Business Requirement.

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	Block 2 Description
Artech Group, Inc.	**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.

Rohit Virmani ROHIT VIRMANI only
Name

9-8-11
Date

Subscribed and sworn to before me this 8th day of September, 2011

Deidra R. Houston
Notary Public

DEIDRA RENE HOUSTON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-01-14
Certificate No: 98-49068-1

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

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

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

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

arbitration unless otherwise agreed to by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

John S. Ridilla 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 co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) on reproducible mylar or acid-free bond format to the City.

109.1.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

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 Contracting Entity

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 Description

Subject Matter of Contract/Agreement:
Landscape Architectural Design for Stupak Park.

RFP #:

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	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.

S W Southwick
Name

9-12-11
Date

Subscribed and sworn to before me this 12th day of September, 2011 for Stanton Southwick

Beth Hurley
Notary Public

BETH HURLEY
Notary Public State of Nevada
No. 09-9270-1
My appt. exp. Feb. 9, 2013

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

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	$440.00	$7,920.00	$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	$36.18	$45,225.00	$4.95	$6,187.50	$21.00	$26,250.00
203.03	DUST PALLIATIVE	AC	12	$1,947.96	$23,375.52	$687.00	$8,244.00	$950.00	$11,400.00
270.01	DEWATERING	STA	5	$2,782.80	$13,914.00	$130.00	$650.00	$4,600.00	$23,000.00
302.01	TYPE II AGGREGATE BASE	CY	6,360	$31.11	$197,859.60	$18.30	$116,388.00	$24.00	$152,640.00
402.01	(5") PLANTMIX BITUMINOUS SURFACE	SY	8,580	$22.26	$190,990.80	$18.30	$157,014.00	$21.50	$184,470.00
402.02	(5 1/2") PLANTMIX BITUMINOUS SURFACE	SY	200	$27.83	$5,566.00	$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	$65.00	$11,700.00
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	(18") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	175	$99.23	$17,365.25	$96.00	$16,800.00	$68.00	$11,900.00
605.02	(24") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	60	$123.33	$7,399.80	$124.00	$7,440.00	$105.00	$6,300.00
605.03	(30") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	275	$166.43	$45,768.25	$168.00	$46,200.00	$135.00	$37,125.00
605.04	(36") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	280	$215.72	$60,401.60	$232.55	$65,114.00	$197.00	$55,160.00
609.01	(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
609.02	(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
609.03	(48") TYPE II STORM DRAIN MANHOLE	EA	5	$8,893.84	$44,469.20	$7,500.00	$37,500.00	$2,900.00	$14,500.00
609.04	(60") TYPE III STORM DRAIN MANHOLE	EA	1	$8,637.82	$8,637.82	$7,400.00	$7,400.00	$6,100.00	$6,100.00
609.05	(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
609.06	(8' LONG) TYPE DM DROP INLET	EA	5	$10,218.45	$51,092.25	$11,050.00	$55,250.00	$5,900.00	$29,500.00
609.07	TYPE 2-A DROP INLET PER NDOT STD.	EA	2	$4,730.76	$9,461.52	$3,488.00	$6,976.00	$4,000.00	$8,000.00
609.08	ADJUST EXISTING COVERS	EA	2	$556.56	$1,113.12	$856.00	$1,712.00	$900.00	$1,800.00
610.01	ROCK SLOPE PROTECTION (RIP-RAP)	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	(2') 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
623.01	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
623.02	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
623.03	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
623.04	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
623.05	NO. 3 1/2 PULL BOX	EA	19	$176.99	$3,362.81	$317.00	$6,023.00	$350.00	$6,650.00
623.06	NO. 5 PULL BOX	EA	5	$217.06	$1,085.30	$380.00	$1,900.00	$500.00	$2,500.00
623.07	P30 PULL BOX (INTERCONNECT)	EA	1	$273.83	$273.83	$687.00	$687.00	$1,000.00	$1,000.00
623.08	200 AMP SERVICE PEDESTAL WITH FOUNDATION AND CONNECTION	EA	4	$3,077.78	$12,311.12	$4,260.00	$17,040.00	$4,600.00	$18,400.00
623.09	TYPE T-200 PULL BOX (INTERCONNECT)	EA	6	$1,666.34	$9,998.04	$4,965.00	$29,790.00	$5,600.00	$33,600.00

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/ (1)-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 IC 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
625.01	ARROW DISPLAY	DAY	100	$24.49	$2,449.00	$37.00	$3,700.00	$125.00	$12,500.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	3	$1,335.75	$4,007.25	$259.00	$777.00	$300.00	$900.00
628.01	"ONLY" SYMBOL (WHITE POLYUREA PAINT)	EA	2	$1,669.68	$3,339.36	$105.70	$211.40	$200.00	$400.00
628.02	ARROW SYMBOL (WHITE POLYUREA PAINT)	EA	6	$1,335.75	$8,014.50	$105.70	$634.20	$200.00	$1,200.00
628.03	MEDIAN NOSE (YELLOW POLYUREA PAINT)	EA	2	$834.84	$1,669.68	$105.70	$211.40	$200.00	$400.00
628.04	4" TYPE 1 CENTERLINE (YELLOW POLYUREA PAINT)	LF	630	$2.50	$1,575.00	$3.44	$2,167.20	$4.00	$2,520.00
628.05	4" TYPE 4 LANE LINE (WHITE POLYUREA PAINT)	LF	330	$2.50	$825.00	$1.70	$561.00	$4.00	$1,320.00
628.06	4" STORAGE LINE (WHITE POLYUREA PAINT)	LF	490	$2.50	$1,225.00	$1.70	$833.00	$3.00	$1,470.00
628.07	24" WIDE STOP BAR (WHITE POLYUREA PAINT)	LF	45	$50.65	$2,279.25	$9.50	$427.50	$10.00	$450.00
628.08	24" WIDE DIAGONAL STRIPE (YELLOW POLYUREA PAINT)	LF	160	$50.65	$8,104.00	$9.50	$1,520.00	$10.00	$1,600.00
628.09	24" WIDE DIAGONAL STRIPE (WHITE POLYUREA PAINT)	LF	160	$50.65	$8,104.00	$9.50	$1,520.00	$10.00	$1,600.00
629.01	(10") WATERLINE (DUCTILE IRON PIPE)	LF	280	$97.95	$27,426.00	$78.50	$21,980.00	$70.00	$19,600.00
629.02	(12") WATERLINE (DUCTILE IRON PIPE)	LF	695	$117.10	$81,384.50	$103.00	$71,585.00	$90.00	$62,550.00
629.03	(16") WATERLINE (DUCTILE IRON PIPE)	LF	850	$161.12	$136,952.00	$142.70	$121,295.00	$130.00	$110,500.00
629.04	FIRE HYDRANT ASSEMBLY	EA	8	$5,298.46	$42,387.68	$6,445.00	$51,560.00	$4,000.00	$32,000.00
629.05	(10") GATE VALVE	EA	9	$2,315.29	$20,837.61	$2,365.00	$21,285.00	$2,100.00	$18,900.00
629.06	(12") GATE VALVE	EA	5	$3,255.88	$16,279.40	$2,680.00	$13,400.00	$2,500.00	$12,500.00
629.07	(16") GATE VALVE	EA	2	$6,895.23	$13,790.46	$5,225.00	$10,450.00	$6,500.00	$13,000.00
629.08	(16"X12") REDUCER (DUCTILE IRON PIPE)	EA	1	$1,296.79	$1,296.79	$1,035.00	$1,035.00	$1,000.00	$1,000.00
629.09	(12") ELBOW (DUCTILE IRON PIPE)	EA	2	$1,074.16	$2,148.32	$872.00	$1,744.00	$1,000.00	$2,000.00
629.1	(16") ELBOW (DUCTILE IRON PIPE)	EA	12	$1,330.18	$15,962.16	$1,700.00	$20,400.00	$1,500.00	$18,000.00
629.11	(12"X10") TEE (DUCTILE IRON PIPE)	EA	4	$1,125.64	$4,502.56	$729.00	$2,916.00	$1,000.00	$4,000.00
629.12	(12"X12") TEE (DUCTILE IRON PIPE)	EA	1	$1,324.61	$1,324.61	$973.00	$973.00	$1,000.00	$1,000.00
629.13	(16"X10") TEE (DUCTILE IRON PIPE)	EA	5	$1,892.31	$9,461.55	$1,385.00	$6,925.00	$1,000.00	$5,000.00
629.14	ADJUST EXISTING FIRE HYDRANT	EA	1	$1,669.68	$1,669.68	$1,956.00	$1,956.00	$1,500.00	$1,500.00
629.15	2" BLOW-OFF ASSEMBLY	EA	10	$2,037.01	$20,370.10	$1,690.00	$16,900.00	$1,500.00	$15,000.00
630.01	ADJUST SANITARY MANHOLE COVERS	EA	9	$667.87	$6,010.83	$845.00	$7,605.00	$900.00	$8,100.00
633.01	BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKERS	EA	8	$83.48	$667.84	$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	$1,669.68	$1,669.68	$250.00	$250.00	$2,000.00	$2,000.00
670.01	(1) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	875	$19.48	$17,045.00	$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	$56,090.00
670.04	(4) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	1,900	$25.05	$47,595.00	$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	$99.35	$86,931.25	$98.00	$85,750.00
670.06	(1) 4" PVC CONDUIT (CONCRETE ENCASED)	LF	1,600	$19.48	$31,168.00	$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

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
670.08	(8) 2" PVC COMMUNICATION CONDUITS W/ #8 GREEN THW TRACER WIRES AND PULL ROPES	LF	100	$6.12	$612.00	$47.55	$4,755.00	$55.00	$5,500.00
670.09	6" 45° BENDS (RIGID GALVANIZED STEEL)	EA	109	$280.51	$30,575.59	$380.50	$41,474.50	$390.00	$42,510.00
670.1	6" 90° BENDS (RIGID GALVANIZED STEEL)	EA	127	$280.51	$35,624.77	$401.70	$51,015.90	$425.00	$53,975.00
670.11	(2) 4" HDPE SPMA COMMUNICATION CONDUITS W/ #8 GREEN THW TRACER WIRES AND PULL ROPES	LF	1,730	$6.12	$10,587.60	$26.40	$45,672.00	$28.00	$48,440.00
670.12	TYPE T-200 SPMA SPLICE VAULT	EA	5	$3,061.08	$15,305.40	$4,968.00	$24,840.00	$5,200.00	$26,000.00
670.13	TYPE P-30 SPMA PULL BOX	EA	6	$389.59	$2,337.54	$697.00	$4,182.00	$750.00	$4,500.00
671.01	RS-19 TRANSFORMER PAD	EA	2	$328.37	$656.74	$655.00	$1,310.00	$1,100.00	$2,200.00
671.02	RS-82 PULL BOX	EA	2	$6,456.10	$12,912.20	$5,920.00	$11,840.00	$6,800.00	$13,600.00
671.03	RS-94 VAULT	EA	18	$5,999.72	$107,994.96	$8,880.00	$159,840.00	$8,800.00	$158,400.00
671.04	REPLACE EXISTING SWITCH VAULTS WITH RS-94 VAULT	LS	1	$30,054.27	$30,054.27	$29,600.00	$29,600.00	$36,000.00	$36,000.00
	Total Base Bid Amount:				$2,363,876.41		$2,767,328.60		$2,837,675.00
	Engineer's Estimate $2,350,000								
	Responsive Bidder:	yes							
	Responsible Bidder:	yes							
	Bidder's Preference Claimed?				No		Yes		Yes

TO: _____ Please review and approve recommended award to

ACE Builders, Inc. in the amount of $2,363,876.41

Purchasing & Contracts Representative — Date 9-21-11

Using Department Authorized Rep Signature — Date 9/21/11

BID ABSTRACT

08.1730.32-TF
Symphony Park Park 2a

ITEM NO.	DESCRIPTION	U O M	QTY	Tab 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		$18.00	$500.00	$9,000.00	$500.00	$9,000.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	18	$500.00	$9,000.00		$18.00	$500.00	$9,000.00	$500.00	$9,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$114,000.00	$114,000.00		$1.00	$114,000.00	$114,000.00	$114,000.00	$114,000.00
202.01	REMOVE CURB AND GUTTER	LF	195	$6.00	$1,170.00		$195.00	$6.00	$1,170.00	$7.75	$1,511.25
203.01	ROADWAY EXCAVATION	CY	1,500	$25.00	$37,500.00		$1,500.00	$12.50	$18,750.00	$12.00	$18,000.00
203.02	BORROW	CY	1,250	$35.00	$43,750.00		$1,250.00	$20.00	$25,000.00	$31.50	$39,375.00
203.03	DUST PALLIATIVE	AC	12	$502.00	$6,024.00		$12.00	$680.00	$8,160.00	$733.00	$8,796.00
270.01	DEWATERING	STA	5	$4,450.00	$22,250.00		$5.00	$5.00	$25.00	$4,000.00	$20,000.00
302.01	TYPE II AGGREGATE BASE	CY	6,360	$19.00	$120,840.00		$6,360.00	$24.00	$152,640.00	$26.70	$169,812.00
402.01	(5") PLANTMIX BITUMINOUS SURFACE	SY	8,580	$19.00	$163,020.00		$8,580.00	$20.00	$171,600.00	$17.50	$150,150.00
402.02	(5 1/2") PLANTMIX BITUMINOUS SURFACE	SY	200	$48.00	$9,600.00		$200.00	$26.00	$5,200.00	$27.00	$5,400.00
603.01	(18") REINFORCED CONCRETE PIPE (CLASS III)	LF	180	$83.00	$14,940.00		$180.00	$76.00	$13,680.00	$94.00	$16,920.00
603.02	(24") REINFORCED CONCRETE PIPE (CLASS III)	LF	340	$85.00	$28,900.00		$340.00	$64.00	$21,760.00	$104.00	$35,360.00
603.03	(30") REINFORCED CONCRETE PIPE (CLASS III)	LF	145	$130.00	$18,850.00		$145.00	$100.00	$14,500.00	$135.00	$19,575.00
603.04	(36") REINFORCED CONCRETE PIPE (CLASS III)	LF	65	$164.00	$10,660.00		$65.00	$120.00	$7,800.00	$183.00	$11,895.00
605.01	(18") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	175	$137.00	$23,975.00		$175.00	$103.00	$18,025.00	$103.00	$18,025.00
605.02	(24") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	60	$185.00	$11,100.00		$60.00	$140.00	$8,400.00	$132.00	$7,920.00
605.03	(30") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	275	$189.00	$51,975.00		$275.00	$169.00	$46,475.00	$179.50	$49,362.50
605.04	(36") PVC C905 THERMOPLASTIC PIPE CULVERT	LF	280	$227.00	$63,560.00		$280.00	$250.00	$70,000.00	$248.00	$69,440.00
609.01	(48") TYPE I STORM DRAIN MANHOLE	EA	3	$4,351.00	$13,053.00		$3.00	$2,600.00	$7,800.00	$4,800.00	$14,400.00
609.02	(60") TYPE I STORM DRAIN MANHOLE	EA	1	$4,334.00	$4,334.00		$1.00	$3,600.00	$3,600.00	$4,900.00	$4,900.00
609.03	(48") TYPE II STORM DRAIN MANHOLE	EA	5	$6,073.00	$30,365.00		$5.00	$5,000.00	$25,000.00	$8,000.00	$40,000.00
609.04	(60") TYPE III STORM DRAIN MANHOLE	EA	1	$6,093.00	$6,093.00		$1.00	$4,800.00	$4,800.00	$7,900.00	$7,900.00
609.05	(4' LONG) TYPE DM DROP INLET	EA	6	$4,620.00	$27,720.00		$6.00	$5,500.00	$39,000.00	$7,900.00	$47,400.00
609.06	(8' LONG) TYPE DM DROP INLET	EA	5	$7,887.00	$39,435.00		$5.00	$9,600.00	$48,000.00	$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	$4,300.00	$8,600.00	$3,700.00	$7,400.00
609.08	ADJUST EXISTING COVERS	EA	2	$1,821.00	$3,642.00		$2.00	$440.00	$880.00	$914.00	$1,828.00
610.01	ROCK SLOPE PROTECTION (RIP-RAP)	CY	5	$139.00	$695.00		$5.00	$250.00	$1,250.00	$174.00	$870.00
613.01	(18") TYPE "L" CURB AND GUTTER	LF	2,880	$14.00	$40,320.00		$2,880.00	$11.00	$31,680.00	$10.30	$29,664.00
613.02	(2') TYPE "L" CURB AND GUTTER	LF	150	$34.00	$5,100.00		$150.00	$29.00	$4,350.00	$19.00	$2,850.00
621.01	PK NAILS	EA	13	$39.00	$507.00		$13.00	$65.00	$845.00	$69.50	$903.50
621.02	TYPE 4A MONUMENTS	EA	24	$39.00	$936.00		$24.00	$110.00	$2,640.00	$70.50	$1,692.00
622.01	CONSTRUCTION SURVEYING	LS	1	$13,138.00	$13,138.00		$1.00	$5,300.00	$5,300.00	$21,500.00	$21,500.00
623.01	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & W. BRIDGER)	LS	1	$76,506.00	$76,506.00		$1.00	$85,000.00	$85,000.00	$91,000.00	$91,000.00
623.02	TRAFFIC SIGNAL UNDERGROUNDS (AT CITY PARKWAY & W. CARSON & PRIVATE EYE AVE.)	LS	1	$111,577.00	$111,577.00		$1.00	$124,000.00	$124,000.00	$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	$29,000.00	$29,000.00	$85,800.00	$85,800.00
623.04	TRAFFIC SIGNAL MODIFICATIONS (AT CITY PARKWAY & GRAND CENTRAL PARKWAY)	LS	1	$26,555.00	$26,555.00		$1.00	$80,000.00	$80,000.00	$31,600.00	$31,600.00
623.05	NO. 3 1/2 PULL BOX	EA	19	$232.00	$4,408.00		$19.00	$320.00	$6,080.00	$339.00	$6,441.00
623.06	NO. 5 PULL BOX	EA	5	$278.00	$1,390.00		$5.00	$380.00	$1,900.00	$400.00	$2,000.00
623.07	P30 PULL BOX (INTERCONNECT)	EA	1	$502.00	$502.00		$1.00	$680.00	$680.00	$733.00	$733.00
623.08	200 AMP SERVICE PEDESTAL WITH FOUNDATION AND CONNECTION	EA	4	$3,114.00	$12,456.00		$4.00	$4,200.00	$16,800.00	$4,547.00	$18,188.00
623.09	TYPE T-200 PULL BOX (INTERCONNECT)	EA	6	$3,632.00	$21,792.00		$6.00	$5,000.00	$30,000.00	$5,300.00	$31,800.00

ITEM NO.	DESCRIPTION	U O M	QTY	Tab 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
623.1	2" SCHEDULE 40 PVC CONDUIT W/ 1-#8 BARE THW TRACER WIRE AND PULL ROPE	LF	2,800	$8.00	$22,400.00		$2,800.00	$10.50	$29,400.00	$11.30	$31,640.00
623.11	(2) 2" SCHEDULE 40 PVC CONDUIT W/ 1-#8 BARE THW TRACER WIRE AND PULL ROPE	LF	50	$9.00	$450.00		$50.00	$11.60	$580.00	$12.50	$625.00
623.12	4" SCHEDULE 40 PVC CONDUIT W/ (1)-6 PAIR PE 39 #22 AWG INTERCONNECT CABLE WITH PULL ROPE	LF	1,400	$10.00	$14,000.00		$1,400.00	$13.70	$19,180.00	$14.70	$20,580.00
623.13	4" SCHEDULE 40 PVC CONDUIT W/ (2)-6 PAIR PE 39 #22 AWG INTERCONNECT CABLE WITH PULL ROPE	LF	50	$12.00	$600.00		$50.00	$16.00	$800.00	$17.00	$850.00
623.14	6 PAIR PE 39 #22 AWG IC CABLE IN EXISTING 4" CONDUIT	LF	130	$2.00	$260.00		$130.00	$2.80	$364.00	$3.00	$390.00
623.15	(2) 4" SCHEDULE 40 PVC CONDUIT W/ 1-#8 BARE THW TRACER WIRE AND PULL ROPE	LF	100	$15.00	$1,500.00		$100.00	$20.00	$2,000.00	$21.50	$2,150.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$39,120.00	$39,120.00		$1.00	$6,280.00	$6,280.00	$1,200.00	$1,200.00
625.01	ARROW DISPLAY	DAY	100	$22.00	$2,200.00		$100.00	$23.50	$2,350.00	$28.50	$2,850.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	3	$189.00	$567.00		$3.00	$257.00	$771.00	$276.50	$829.50
628.01	"ONLY" SYMBOL (WHITE POLYUREA PAINT)	EA	2	$77.00	$154.00		$2.00	$105.00	$210.00	$113.00	$226.00
628.02	ARROW SYMBOL (WHITE POLYUREA PAINT)	EA	6	$77.00	$462.00		$6.00	$105.00	$630.00	$113.00	$678.00
628.03	MEDIAN NOSE (YELLOW POLYUREA PAINT)	EA	2	$77.00	$154.00		$2.00	$105.00	$210.00	$113.00	$226.00
628.04	4" TYPE 1 CENTERLINE (YELLOW POLYUREA PAINT)	LF	630	$3.00	$1,890.00		$630.00	$3.40	$2,142.00	$3.50	$2,205.00
628.05	4" TYPE 4 LANE LINE (WHITE POLYUREA PAINT)	LF	330	$1.00	$330.00		$330.00	$1.70	$561.00	$1.80	$594.00
628.06	4" STORAGE LINE (WHITE POLYUREA PAINT)	LF	490	$1.00	$490.00		$490.00	$1.70	$833.00	$1.80	$882.00
628.07	24" WIDE STOP BAR (WHITE POLYUREA PAINT)	LF	45	$7.00	$315.00		$45.00	$10.00	$450.00	$10.00	$450.00
628.08	24" WIDE DIAGONAL STRIPE (YELLOW POLYUREA PAINT)	LF	160	$7.00	$1,120.00		$160.00	$10.00	$1,600.00	$10.00	$1,600.00
628.09	24" WIDE DIAGONAL STRIPE (WHITE POLYUREA PAINT)	LF	160	$7.00	$1,120.00		$160.00	$10.00	$1,600.00	$10.00	$1,600.00
629.01	(10") WATERLINE (DUCTILE IRON PIPE)	LF	280	$111.00	$31,080.00		$280.00	$93.00	$26,040.00	$83.50	$23,380.00
629.02	(12") WATERLINE (DUCTILE IRON PIPE)	LF	695	$130.00	$90,350.00		$695.00	$124.00	$86,180.00	$109.50	$76,102.50
629.03	(16") WATERLINE (DUCTILE IRON PIPE)	LF	850	$155.00	$131,750.00		$850.00	$159.00	$135,150.00	$152.00	$129,200.00
629.04	FIRE HYDRANT ASSEMBLY	EA	8	$7,774.00	$62,192.00		$8.00	$6,100.00	$48,800.00	$6,880.00	$55,040.00
629.05	(10") GATE VALVE	EA	9	$2,545.00	$22,905.00		$9.00	$2,500.00	$22,500.00	$2,530.00	$22,770.00
629.06	(12") GATE VALVE	EA	5	$2,665.00	$13,325.00		$5.00	$2,800.00	$14,000.00	$2,866.00	$14,330.00
629.07	(16") GATE VALVE	EA	2	$3,996.00	$7,992.00		$2.00	$6,000.00	$12,000.00	$5,580.00	$11,160.00
629.08	(16"X12") REDUCER (DUCTILE IRON PIPE)	EA	1	$848.00	$848.00		$1.00	$1,270.00	$1,270.00	$1,100.00	$1,100.00
629.09	(12") ELBOW (DUCTILE IRON PIPE)	EA	2	$704.00	$1,408.00		$2.00	$900.00	$1,800.00	$930.00	$1,860.00
629.1	(16") ELBOW (DUCTILE IRON PIPE)	EA	12	$888.00	$10,656.00		$12.00	$1,500.00	$18,000.00	$1,800.00	$21,600.00
629.11	(12"X10") TEE (DUCTILE IRON PIPE)	EA	4	$784.00	$3,136.00		$4.00	$1,050.00	$4,200.00	$780.00	$3,120.00
629.12	(12"X12") TEE (DUCTILE IRON PIPE)	EA	1	$871.00	$871.00		$1.00	$1,800.00	$1,800.00	$1,100.00	$1,100.00
629.13	(16"X10") TEE (DUCTILE IRON PIPE)	EA	5	$1,039.00	$5,195.00		$5.00	$1,900.00	$9,500.00	$1,500.00	$7,500.00
629.14	ADJUST EXISTING FIRE HYDRANT	EA	1	$5,028.00	$5,028.00		$1.00	$1,600.00	$1,600.00	$2,100.00	$2,100.00
629.15	2" BLOW-OFF ASSEMBLY	EA	10	$4,501.00	$45,010.00		$10.00	$1,700.00	$17,000.00	$1,800.00	$18,000.00
630.01	ADJUST SANITARY MANHOLE COVERS	EA	9	$1,821.00	$16,389.00		$9.00	$720.00	$6,480.00	$900.00	$8,100.00
633.01	BLUE REFLECTIVE RAISED FIRE HYDRANT ID PAVEMENT MARKERS	EA	8	$15.00	$120.00		$8.00	$20.00	$160.00	$21.00	$168.00
637.01	DUST CONTROL	LS	1	$72,395.00	$72,395.00		$1.00	$85,329.00	$85,329.00	$16,000.00	$16,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$9,800.00	$9,800.00		$1.00	$9,200.00	$9,200.00	$3,700.00	$3,700.00
670.01	(1) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	875	$32.00	$28,000.00		$875.00	$44.00	$38,500.00	$47.50	$41,562.50
670.02	(2) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	6,040	$47.00	$283,880.00		$6,040.00	$51.00	$308,040.00	$55.30	$334,012.00
670.03	(3) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	790	$65.00	$51,350.00		$790.00	$70.00	$55,300.00	$77.00	$60,830.00
670.04	(4) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	1,900	$74.00	$140,600.00		$1,900.00	$82.00	$155,800.00	$88.00	$167,200.00
670.05	(6) 6" PVC CONDUITS (CONCRETE ENCASED)	LF	875	$90.00	$78,750.00		$875.00	$100.00	$87,500.00	$106.00	$92,750.00
670.06	(1) 4" PVC CONDUIT (CONCRETE ENCASED)	LF	1,600	$40.00	$64,000.00		$1,600.00	$44.00	$70,400.00	$47.40	$75,840.00
670.07	(2) 6" PVC CONDUITS (NOT CONCRETE ENCASED)	LF	100	$33.00	$3,300.00		$100.00	$45.00	$4,500.00	$48.50	$4,850.00

ITEM NO.	DESCRIPTION	U O M	QTY	Tab 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
670.08	(8) 2" PVC COMMUNICATION CONDUITS W/ #8 GREEN THW TRACER WIRES AND PULL ROPES	LF	100	$35.00	$3,500.00		$100.00	$47.00	$4,700.00	$51.00	$5,100.00
670.09	6" 45° BENDS (RIGID GALVANIZED STEEL)	EA	109	$278.00	$30,302.00		$109.00	$380.00	$41,420.00	$406.00	$44,254.00
670.1	6" 90° BENDS (RIGID GALVANIZED STEEL)	EA	127	$294.00	$37,338.00		$127.00	$400.00	$50,800.00	$429.00	$54,483.00
670.11	(2) 4" HDPE SPMA COMMUNICATION CONDUITS W/ #8 GREEN THW TRACER WIRES AND PULL ROPES	LF	1,730	$19.00	$32,870.00		$1,730.00	$26.00	$44,980.00	$28.00	$48,440.00
670.12	TYPE T-200 SPMA SPLICE VAULT	EA	5	$3,632.00	$18,160.00		$5.00	$5,000.00	$25,000.00	$5,300.00	$26,500.00
670.13	TYPE P-30 SPMA PULL BOX	EA	6	$510.00	$3,060.00		$6.00	$700.00	$4,200.00	$745.00	$4,470.00
671.01	RS-19 TRANSFORMER PAD	EA	2	$479.00	$958.00		$2.00	$650.00	$1,300.00	$700.00	$1,400.00
671.02	RS-82 PULL BOX	EA	2	$4,328.00	$8,656.00		$2.00	$5,900.00	$11,800.00	$6,300.00	$12,600.00
671.03	RS-94 VAULT	EA	18	$7,966.00	$143,388.00		$18.00	$8,800.00	$158,400.00	$9,500.00	$171,000.00
671.04	REPLACE EXISTING SWITCH VAULTS WITH RS-94 VAULT	LS	1	$26,555.00	$26,555.00		$1.00	$29,000.00	$29,000.00	$31,600.00	$31,600.00
	Total Base Bid Amount				$2,851,472.00		$22,678.00		$2,935,000.00		$3,077,008.75
	Engineer's Estimate $2,350,000										
	Responsive Bidder	yes									
	Responsible Bidder	yes					NO - bidder did not use bid form in bid package, bid form used was not consistent with the bid sched in the bid pkg.				
	Bidder's Preference Claimed?				Yes or No		Yes or No		Yes or No		Yes or No

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

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

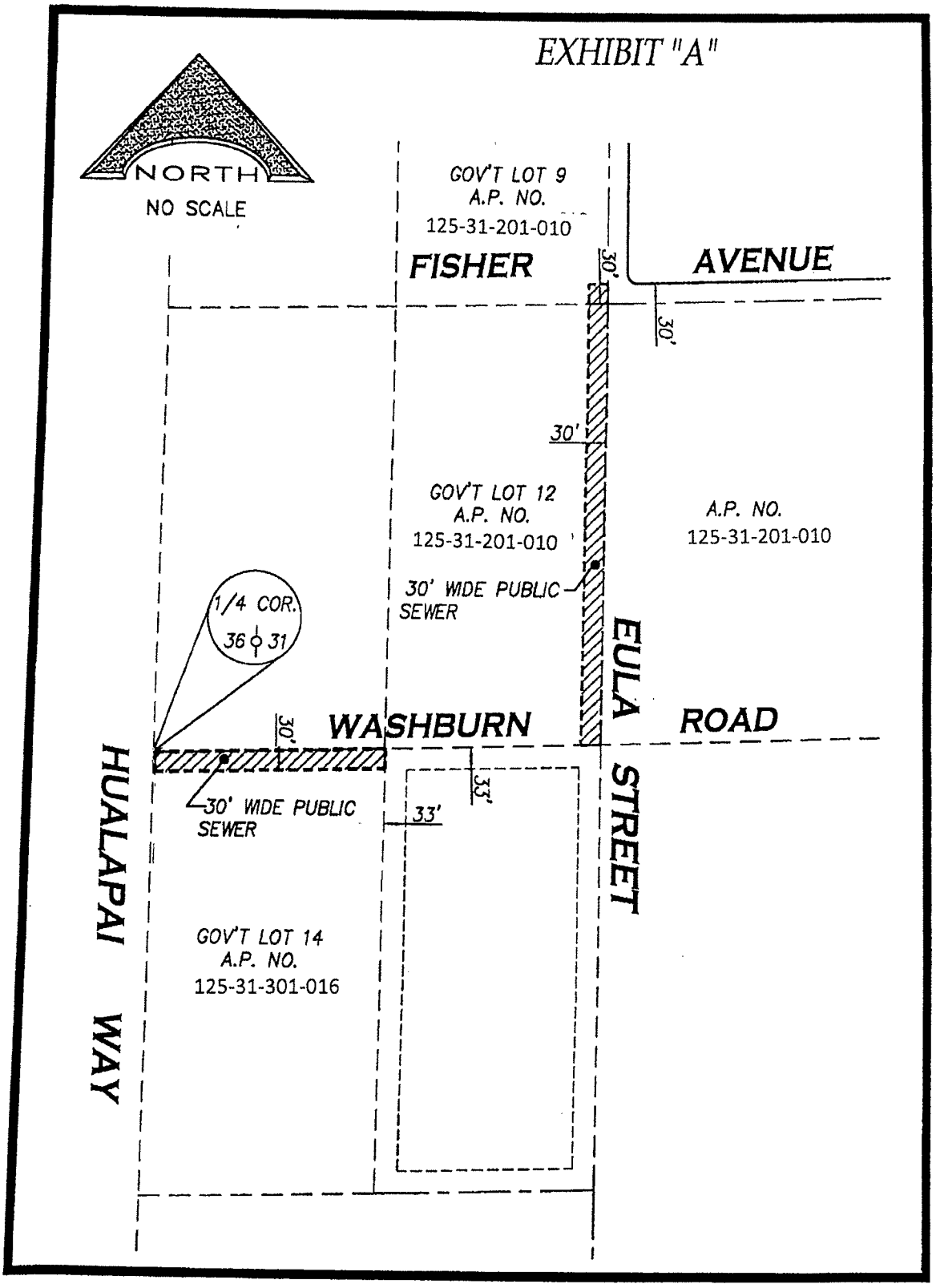
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Right-of-Way

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"


NORTH
NO SCALE
GOV'T LOT 9
A.P. NO.
125-31-201-010
FISHER
AVENUE
30'
30'
30'
GOV'T LOT 12
A.P. NO.
125-31-201-010
A.P. NO.
125-31-201-010
30' WIDE PUBLIC
SEWER
1/4 COR.
36 31
EULA STREET
30'
WASHBURN
ROAD
33'
33'
30' WIDE PUBLIC
SEWER
HUALAPAI WAY
GOV'T LOT 14
A.P. NO.
125-31-301-016

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

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

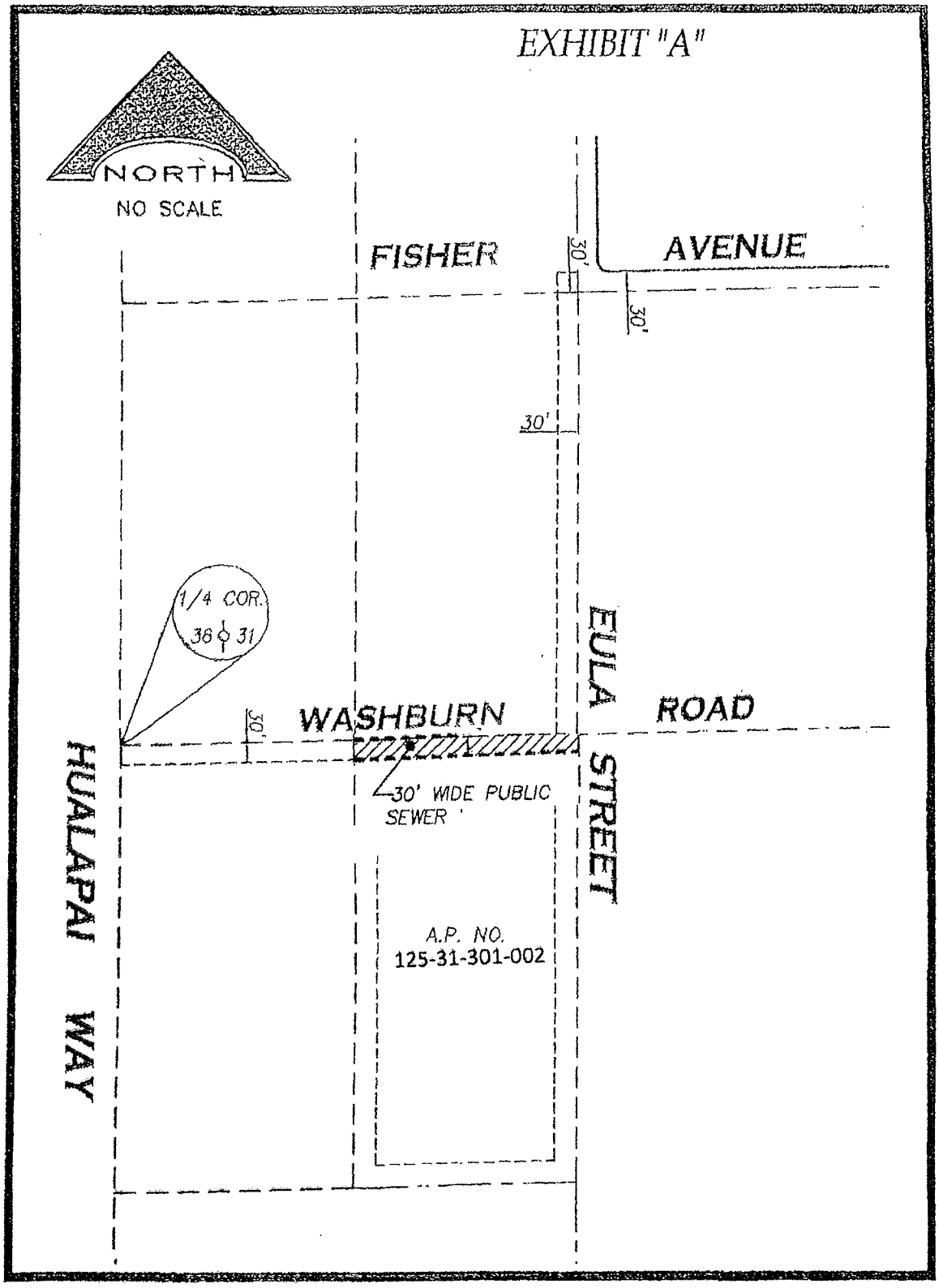
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Right-of-Way

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"


NORTH
NO SCALE
FISHER
AVENUE
30'
30'
30'
1/4 COR.
36 31
30'
WASHBURN
ROAD
EULA
STREET
HUALAPAI
WAY
30' WIDE PUBLIC
SEWER
A.P. NO.
125-31-301-002

City of Las Vegas Agenda Item No.: **34.**

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.

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. Mooney: Courtney

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.

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,

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

CFR 230 (Cost Principles for Nonprofit Organizations). Educational Institutions shall comply with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees must also comply with the Historic Preservation Fund Grants Manual, the National Register Programs Manual, The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. Additionally, subgrantees are directed to comply with all directives issued by the STATE and the Department of the Interior. The Guidelines, application and reporting forms for the State Historic Preservation Office are hereby incorporated by reference as part of this binding agreement.

2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the state and federal government full and free access to the project and to the accounts, records, and books of the SUBGRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.
3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the State of Nevada, its agents and employees harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by the negligence of the SUBGRANTEE, its officers, employees and agents under this agreement.
4. Not use federal money to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation.
5. Provide the STATE with progress reports in a format prescribed by the STATE during the term of the grant. Due dates are **JANUARY 15, 2012; AND APRIL 15, 2012**. The second progress report, due **APRIL 15, 2012**, shall include one draft example Historic Resources Inventory Form (HRIF) with all appropriate continuation sheets as

required by the STATE architectural guidelines in effect at the commencement date of this Agreement.

6. Submit reports, including expenditure (financial) and progress (programmatic) quarterly. A final completion report shall be submitted by the SUBGRANTEE in a format prescribed by the STATE within ten (10) days of the completion of the project named herein. Reimbursement requests shall not be processed until such reports are received.

7. Maintain:

    a) An accurate record of all cash and in-kind expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor.

    b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.

    c) A comparison of actual expenditures with budgeted amounts for the Agreement.

8. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.

9. Following the notification of the grant award and before work begins, the SUBGRANTEE will attend a project meeting with the STATE grants manager. It is the responsibility of the SUBGRANTEE to coordinate the meeting date and time with the grants manager.

FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with the following general terms:

1. Payment of the grant shall be made upon compliance with the terms of the Agreement, including but not limited to:
    a) An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.
    b) Submission of satisfactory progress reports as referred to above.
    c) Submission of a Financial Report that must be executed by the person in charge of the project. Copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement shall accompany the request. Said reimbursement shall not exceed 60 percent (60%) of the request for reimbursement costs, or the full value of the grant, whichever is less.
    d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal portion until the STATE receives the final completion report and has accepted its content.
    e) Progress payments may be made at the discretion of the STATE upon completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
    f) Any progress payment made by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenant or any default which may exist on the part of the SUBGRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.
2. Both parties understand that a funding-out provision is required by NRS 244.320 and

NRS 354.626. Continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3. The STATE may terminate this Agreement for reason of default by the SUBGRANTEE. Any of the following events shall constitute default:
    a) Termination by the grant by reason of fault of the SUBGRANTEE;
    b) Failure by the SUBGRANTEE to observe any of the covenants, conditions, warranties of this Agreement and its incorporated provision;
    c) Failure by the SUBGRANTEE to make progress on the grant;
    d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the performance of the grant;
    e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of performance of the grant in ordinary course of business;
    f) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SUBGRANTEE's property, or institution of bankruptcy, reorganization arrangement, or liquidation proceedings by or against the SUBGRANTEE; and/or Commission of an act of bankruptcy.
4. In the event SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement, STATE consents to termination of this agreement. In such

event, SUBGRANTEE shall notify STATE in writing and the agreement will terminate on the date specified in the notice. Upon occurrence of any of the above conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold further reimbursements for a period of thirty (30) days. After such written notice to the SUBGRANTEE, the STATE may take the following additional actions as appropriate:

a) Terminate all or any part of the balance of the grant.

b) Demand immediate repayment of all or part of any reimbursements made to the SUBGRANTEE.

5. If the SUBGRANTEE fails to comply with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation or any of the terms of this Agreement; the STATE shall have the right to file suit, in law or equity. The purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **OCTOBER 1, 2011**. The termination or end date is **JUNE 30, 2012**. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. Financial Reports requesting reimbursement for activity from **OCTOBER 1, 2011 TO JUNE 30, 2012** must be submitted by **AUGUST 15, 2012**

7. and will not be allowable for reimbursement or as match after that date. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding agreement.

8. This funding agreement shall be construed and interpreted according to the laws of the

State of Nevada.

9. Audits may be required by the STATE. Such audits shall be at the expense of the SUBGRANTEE.

10. The STATE in accordance with the Office of Management and Budget (OMB) Circular A-133, for the Single Audit Act, requires:

    a) Non-Federal entities that expend $500,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year.

    b) Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single audit conducted except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.

    c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit.

    d) Exemption when Federal awards expended are less than $500,000. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, General Accounting Office (GAO) and State.

11. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE and the Department of the Interior by the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a

Department of the Interior grant." Printed material, where space allows, should include language outlined in paragraph 11.

12. An acknowledgment of National Park Service support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of this Agreement shall include the following statements:

> The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, DC 20240.

13. A draft project report will be submitted for STATE review to the State Historic Preservation Office no later than **MAY 31, 2012**. The product must comply with *The Secretary of the Interior's Standards and Guidelines for Archaeology and Historic*

Preservation and include a historic context appropriate for National Register evaluations of all of the architectural resources present.

14. Final product reimbursement will not be made if the product does not meet The Secretary of the Interior's Standards or terms of this Agreement.
15. The final product/report must be submitted to the STATE no later than **JULY 15, 2012**.
16. The SUBGRANTEE shall provide the STATE with an acceptable final report of the project, including a comparison of completed activities and budget to those in the approved Funding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation Funding Agreement to be signed and intend to be legally bound thereby.

SUBGRANTEE-CITY OF LAS VEGAS PLANNING AND DEVELOPEMENT

Signature: _____ Date:_____

Name (print):_____

Title (print): _____

APPROVED AS TO FORM
James B. Lewis
Deputy City Attorney
Date 9/8/11

STATE-DEPT.OF CONSERVATION AND NATURAL RESOURCES-STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

Ronald M. James, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By:_____ _____

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	$	43,800.00
	Online Storage	$	200.00
	Subtotal Federal Share:	$	44,000.00
	Non-Federal Share		
	Urban Design Coordinator	$	17,763.84
	Sr Management Analyst	$	1,789.80
	Financial Analyst II	$	731.04
	Contracts Specialist	$	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. 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 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
9/8/11
James B. Lewis Date
Deputy City Attorney

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)*

APPROVED AS TO FORM
James B. Lewis
Deputy City Attorney
9/8/11
Date

Subgrantee *(print)*

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)*

APPROVED AS TO FORM
9/8/11
James B. Lewis Date
Deputy City Attorney

_____

Subgrantee *(print)*

_____

Title *(print)*

CITY OF LAS VEGAS PLANNING AND DEVELOPMENT
Organization

For SHPO use only
Received: _____
Postmarked: _____
Delivered By: _____
Initials: _____

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.)*

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)

NEVADA HISTORIC PRESERVATION FUND (HPF)

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.

_____ 07/27/11

Signature of Applicant Date

NEVADA HISTORIC PRESERVATION FUND (HPF)

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.

NEVADA HISTORIC PRESERVATION FUND (HPF)

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 ☑.

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.

NEVADA HISTORIC PRESERVATION FUND (HPF)

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 historic and/or archeological resources? ☑ Yes ❑ No

(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.

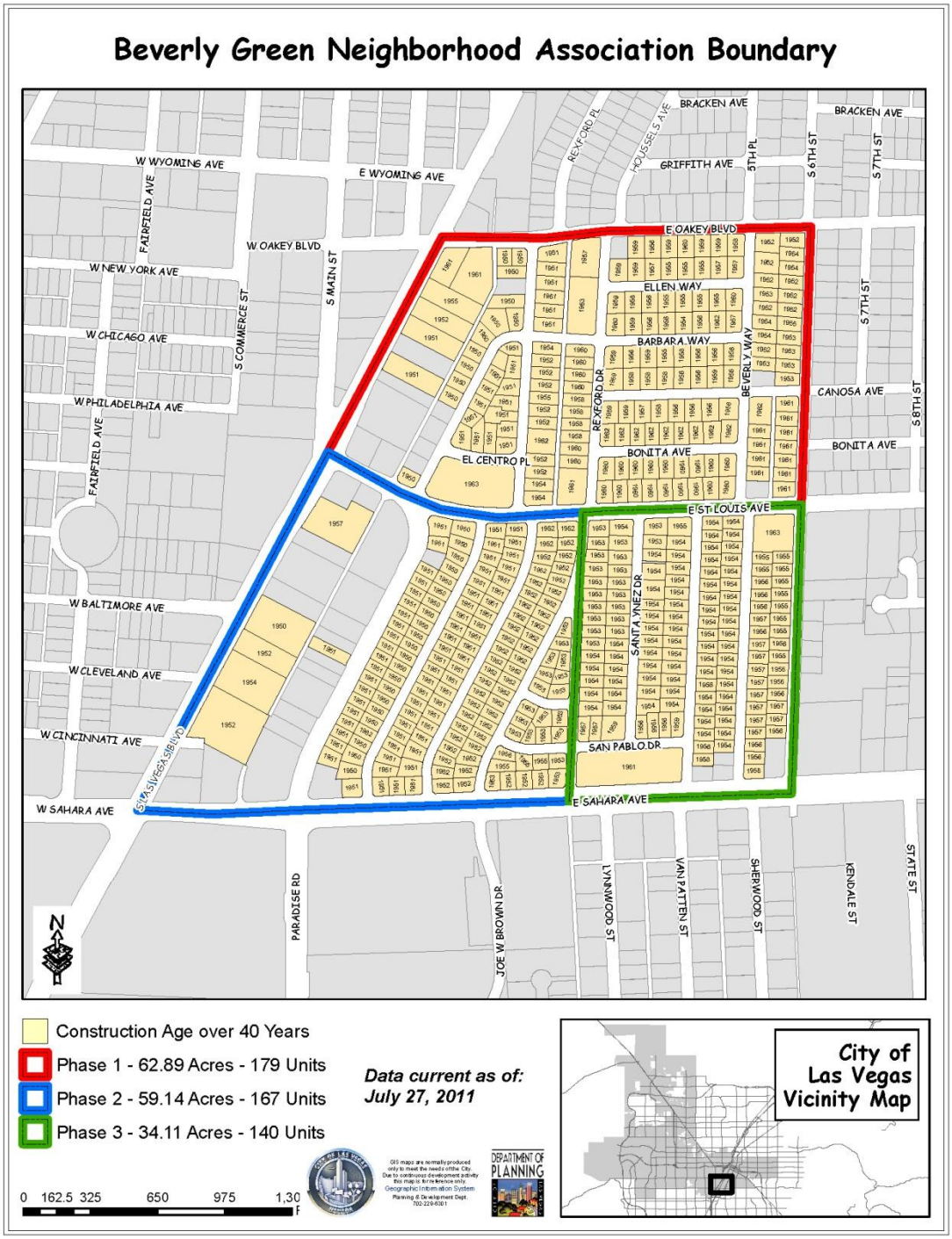
It is anticipated that the city of Las Vegas will apply for funding from the 2012 HPF grant to complete Phase III: Beverly Green Neighborhood Historic Resource Survey and Inventory.

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	$

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

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**

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.)

			Other					
#	Budget Item	**Cash**	In-Kind	Donated Labor/ Time	Donated Material	Salaries	Other	Amount
1	See item #4: Personnel					$25,038.48		$25,038.48
2	See item #5: Other						$4,356.00	$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.

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, 3rd 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 createss, integrates and manages orderly sustainable development and growth of our community; supports and encourages sustainability, livability and pride in our neighborhoods; and revitalizes and invigorate 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

Courtney Mooney
Department Director/Designee Signature

11/24/10
Date Signed

Comments:

City of Las Vegas

Grant Proposal Application Review (GPAR) 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 (GPAR) Short Form

To be completed by the Grant Coordinator:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting Date:

Grant Review Committee Decision

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.

City of Las Vegas Agenda Item No.: **35.**

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:

_____ 9/21/11
Date

City of Las Vegas Agenda Item No.: **36.**

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

City of Las Vegas Agenda Item No.: **37.**

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

City of Las Vegas Agenda Item No.: **38.**

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

City of Las Vegas Agenda Item No.: **39.**

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

City of Las Vegas Agenda Item No.: **40.**

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

City of Las Vegas Agenda Item No.: **41.**

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

City of Las Vegas Agenda Item No.: **42.**

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

City of Las Vegas Agenda Item No.: **43.**

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

City of Las Vegas Agenda Item No.: **44.**

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

City of Las Vegas Agenda Item No.: **45.**

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

City of Las Vegas Agenda Item No.: **46.**

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

CITY OF LAS VEGAS NEVADA

City of Las Vegas Agenda Item No.: **47.**

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:

August 11, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN 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

City of Las Vegas Agenda Item No.: **48.**

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".

W I T N E S S E T H

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, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form ~~and Legality~~:

John S. Ridilla 8/2/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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".

W I T N E S S E T H

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 14, 2011

REGIONAL TRANSPORTATION COMMISSION

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 GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form ~~and Legality:~~

John S. Ridilla 8/2/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **49.**

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, Chairman

Attest: _____

JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form ~~and Legality~~:

John S. Ridilla 8/2/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **50.**

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

NVEnergy

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:

(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

(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

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

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:
_____.

(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

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

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.

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

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 Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

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

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).

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

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

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.

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

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

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.

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.

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.

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]

NVEnergy.

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 5516
PID: 0000192690
Date Prepared: 08/12/2011

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

Date: _____

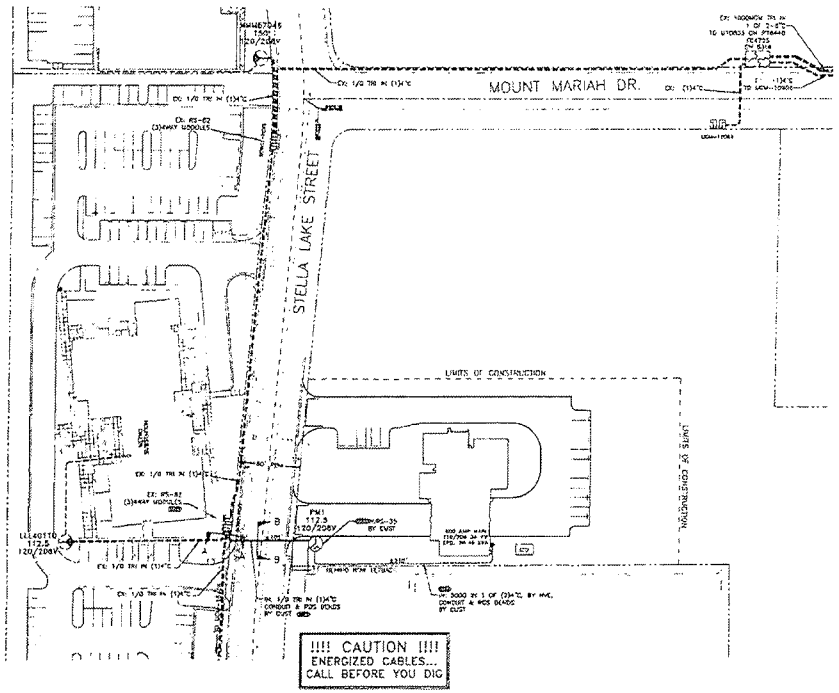
Approved as to form

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

Exhibit A

Design

[Attached]



PROJECT CONNECTED LOAD (3ø)					
SOURCE	PH.	EXI. KVA	ADDED KVA	TOTAL KVA	SOURCE
TD4725	A⌀	712.5	37.5	750	FD2305
	B⌀	712.5	37.5	750	
	C⌀	662.5	37.5	700	

PURPOSE OF PROJECT:
SUPPLY FIRE STATION WITH
3ø 120/208V POWER

T,R,S: 20S1-21
APN: 139-21-313-016

GENERAL NOTES:

ANY NOTES LOCATED ON DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A CURRENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. HAND TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVE UNDERGROUND & ELECTRICAL INSPECTORS.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITIES (COMPANY) PRIOR TO CONSTRUCTING EXCAVATION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVE CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVE DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF STUB OUTS. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY. ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

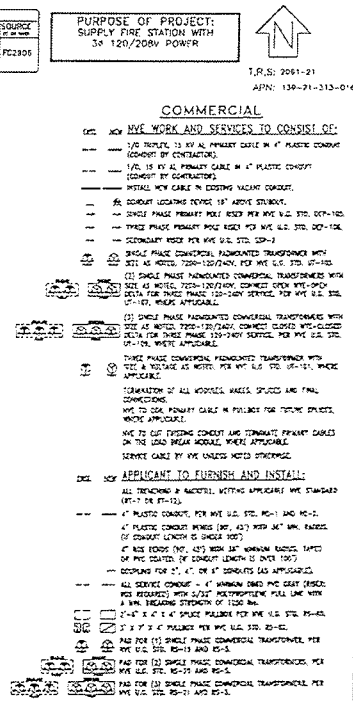
COMMERCIAL

QTY. SCH. NVE WORK AND SERVICES TO CONSIST OF:

- 1/0 TRIPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- 1/0, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- INSTALL NEW CABLE IN EXISTING VACANT CONDUIT.
- CONDUIT LOCATING DEVICE 18" ABOVE STUBOUT.
- SINGLE PHASE PRIMARY POLE RISER PER NVE U.G. STD. DCP-10S.
- THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. DCP-10E.
- SECONDARY RISER PER NVE U.G. STD. SDP-2
- SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE AS NOTED, 7200-120/240V, PER NVE U.G. STD. UT-10S.
- (2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT OPEN WYE-OPEN DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD. UT-10T, WHERE APPLICABLE.
- (3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT CLOSED WYE-CLOSED DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD. UT-10S, WHERE APPLICABLE.
- THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE & VOLTAGE AS NOTED, PER NVE U.G. STD. UT-12T, WHERE APPLICABLE.
- TERMINATION OF ALL WORKING WIRES, SPLICES AND FINAL CONNECTIONS.
- NVE TO CORE PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.
- NVE TO CUT EXISTING CONDUIT AND TERMINATE PRIMARY CABLES ON THE LOAD BREAK MODULE, WHERE APPLICABLE.
- SERVICE CABLE BY NVE UNLESS NOTED OTHERWISE.

QTY. SCH. APPLICANT TO FURNISH AND INSTALL:

- ALL TRENCHING & BACKFILL, MEETING APPLICABLE NVE STANDARD (ST-7 OR ST-12).
- 4" PLASTIC CONDUIT, PER NVE U.G. STD. PD-1 AND PD-2.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS (IF CONDUIT LENGTH IS UNDER 100').
- 4" RGS BENDS (90°, 45°) WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED. (IF CONDUIT LENGTH IS OVER 100')
- COUPLING FOR 3", 4", OR 6" CONDUITS (AS APPLICABLE).
- ALL SERVICE CONDUIT = 4" MINIMUM SCH40 PVC GRAY (RISER PIPE REQUIRED) WITH 5/32" POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 1250 lbs.
- 3'-6" X 4'-1" X 4'-1" SPLICE PULLBOX PER NVE U.G. STD. PD-4S.
- 3' X 3' X 4' PULLBOX PER NVE U.G. STD. PD-4E.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. PD-11 AND PD-13.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. PD-11 AND PD-15.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. PD-11 AND PD-17.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. PD-25, PD-27, PD-42 OR PD-41, AND PD-43.
- VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. ED-8, WHERE APPLICABLE.



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

REVISIONS

NO	DESCRIPTION	DATE	C.A.

TYPE OF EASEMENT:
- NONE
- STANDARD
- ST-7-21
- UNDERGROUND
- 10 (FULL UNDERGROUND)
- 8.5 (FULL—U—COM)
- 3rd PARTY
- UNDERGROUND BY CONST
- 7—2010 RETAINT
- DRAIN TO/OF
- RAILROAD—CURB—PERMIT
- LOS ANGELES WATER PERMIT
- NOT REQUIRED
- OTHER

JPA NOTES:
- TYPE OF CONTRACT: N/A
- PHONE NUMBER:
- DATE OF CONTACT:

SERVICE:
- NEW POLES
- STAKE NEW POLES
- MARK/OK ____ POLES
- CLASS
- CLASS
- CLASS
- EXISTING
- EXISTING
- EXISTING

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.:	5516
PID:	0000192690
Date Prepared:	08/12/2011

Exhibit B

Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit – B")

NVEnergy

Project ID :	0000192690	Project Title :	FIRE STATION #106
Units :	1	KVA :	56
Contract Type :		NVEnergy Contact :	Steve Terry
Estimate Version :	1	Estimate Request Number :	16654

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

Advance Calculation

Refundable

Applicant Cost Subject to Refund	30,468.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	30,468.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00
Current Allowance	7,560.00
Total Applicant Refundable Cost After applying salvage	22,908.00

Non-Refundable

A

Applicant Non-Refundable Cost (Subject to Salvage Credit & Not Subject to Excess Allowance)	0.00
Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	0.00
Applicant Non-Refundable Cost (Not Subject to Excess Allowance After applying Salvage Credit)	0.00

B

Applicant Non-Refundable Cost (Subject to Salvage Credit & Excess Allowance)	0.00
Salvage Credit to be applied	
Excess Salvage Credit to be applied from A	0.00
Applicant Non-Refundable Cost (Subject to Excess Allowance After applying Salvage Credit)	0.00
Excess Allowance	0.00
Applicant Non-Refundable (After applying Excess Allowance and Salvage Credit)	0.00
Total Non-Refundable	0.00

Friday, August 12, 2011

NVEnergy

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			
Non-Taxable Advance	0.00	Current Tax Rate	0.0000
Taxable Advance	22,908.00	Total Non-Taxable	0.00
Tax	0.00	Total Taxable (Less Tax)	22,908.00
Total Advance Subject to Refund	22,908.00	Total Tax	0.00
		Total Contract Amount (subject to credits)	22,908.00

Non-Refundable Advance	
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 (subject to credits)	22,908.00
Applicant Installed Conduit Credit	0.00
Applicant Installed Oversized Facilities Credit	0.00
Applicant Installed Facilities Credit	0.00
Applicant Installed Service Reimbursement Credit	0.00
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

Exhibit C

Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit – C")

NVEnergy.

Project ID : 0000192690 **Project Title :** FIRE STATION #106 **Short Life Years :** N/A

Total Proposed Allowance $ 11,610.00

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

Remaining Project Allowance $ 4,050.00

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

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 ine extension facilities. Initial Allowance = ELEPA x 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 B.3. The multiplier varies by service type and rate class.

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.

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.

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.

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.

City of Las Vegas Agenda Item No.: **51.**

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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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 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, 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:

John S. Ridilla 9/1/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2011

		Type of Work										
Location / Limits	**Project Type**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**Estimated Costs**
Cheyenne Ave- Durango Dr to Hualapai Way (with Sawtooths)	Thin overlay, light repairs		X	X	X	X	X	X				$ 1,200,000
Fort Apache- Alexander Rd to Cheyenne Ave (with Sawtooths)	Thin overlay, light repairs		X	X	X	X	X	X				$ 780,000
Torrey Pines Drive - Cheyenne to Washington	Thin overlay, light repairs		X	X	X	X	X	X				$ 750,000
Rainbow - Gowan to Red Coach	Thin overlay, light repairs		X	X	X	X	X	X				$ 1,187,000
Ann Road - US 95 to Durango	Thin overlay, light repairs		X	X	X	X	X	X				$ 600,000
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

CONTRACT # 638c

City of Las Vegas Agenda Item No.: **52.**

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, Chairman

Attest:

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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:

_____ 9/1/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **53.**

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:

August 11, 2011

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN 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

Update:7/12/2011

Arterial Reconstruction Program Projects
Fiscal Year 2012/13

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

CONTRACT # 685a

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-42-2011 - For possible action to approve a Resolution in support of a joint proposal by the City of Las Vegas and the City of North Las Vegas to Host the 2013 Conference of the Nevada League of Cities and Municipalities - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada League of Cities & Municipalities (NLC&M) has 24 member municipalities that include all of the incorporated cities, as well as some unincorporated towns and general improvement districts. The membership represents very diverse communities around the state from the City of Wells, to Incline Village, to Boulder City, to the largest City of Las Vegas. The purposes of the NLC&M are to foster periodic conferences or meetings of member municipal officials for the discussion of municipal problems and for the purpose of promoting governmental efficiency. The NLC&M hosts one major annual conference each year, bringing together all of Nevada's elected officials and key administrative staff in an educational environment with topics covering current and emerging issues and technologies. This conference provides a wide variety of educational and training opportunities for municipal officials and carries out organizational business for the discussion of municipal problems.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-42-2011

RESOLUTION IN SUPPORT OF A JOINT PROPOSAL BY THE CITY OF LAS VEGAS AND THE CITY OF NORTH LAS VEGAS TO HOST THE 2013 CONFERENCE OF THE NEVADA LEAGUE OF CITIES AND MUNICIPALITIES

WHEREAS, the Nevada League of Cities & Municipalities (the "NLCM") has 24 member municipalities that include all Nevada's incorporated cities, as well as some unincorporated towns and general improvement districts; and

WHEREAS, the membership represents very diverse communities around the State, from the City of Wells, to Incline Village, to Boulder City, to the largest city–the City of Las Vegas; and

WHEREAS, the purposes of the NLCM include:

–To foster periodic conferences or meetings of member municipal officials for the discussion of municipal problems and for the purpose of promoting governmental efficiency;

–To disseminate knowledge relating to municipal government by all appropriate means and to arouse greater interest and more active civic consciousness among the people as to its importance and significance; and

–To promote good legislation respecting municipal affairs and to oppose such measures as seem to be against public interest; and

WHEREAS, the NLCM hosts one major annual conference each year, bringing together Nevada's local elected officials and key administrative staff in an educational environment with topics covering current and emerging issues and technologies; and

WHEREAS, the annual conference provides a wide variety of educational and training opportunities for municipal officials and carries out organizational business for the discussion of municipal problems; and

WHEREAS, each annual conference is to be at a place designated by the League membership at a previous annual conference; and

WHEREAS, the NLCM will hold its 52nd Annual Conference in Mesquite, Nevada, on October 5-7, 2011; and

WHEREAS, at the conference the NLCM will consider proposals for the location of its 2013 Annual Conference; and

WHEREAS, in the spirit of intergovernmental cooperation and taking into account the current fiscal conditions of both cities, it has been proposed that the two cities submit a joint proposal to host the NLCM's Annual Conference for 2013.

NOW, THEREFORE, LET BE IT RESOLVED by the City Council of the City of Las Vegas to submit to the 2011 NLCM Site Selection Committee, together with the City of North Las Vegas, a joint proposal to host the NLCM's 2013 Annual Conference.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2011.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Vid Steed 9-27-11
_____
Date

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

SUBJECT:
ADMINISTRATIVE:

Public hearing for possible action to accept the tentative agreement made by the International Association of Fire Fighters (IAFF) - Local 1285 regarding a new or modified Collective Bargaining Agreement or similar agreement between the City of Las Vegas as the local government employer and the IAFF as the employee organization ($4,050,000 reduction - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: ($4,050,000) reduction
Funding Source: General Fund
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
The IAFF leadership and senior City management have come to a tentative agreement that will be a major factor in helping to avoid a forecasted budgetary shortfall the City is facing. The agreement helps provide additional job security for many of our employees. In the spirit of trying to retain services for our citizens and to preserve as many jobs as possible, the leadership of the IAFF and the City have negotiated a tentative agreement and are presenting the resulting temporary agreements for Approval.

RECOMMENDATION:
To approve the tentative agreements between the International Association of Fire Fighters and the City of Las Vegas

BACKUP DOCUMENTATION:
1. Tentative Agreements
2. IAFF/City Labor Negotiations PowerPoint Slide

Union Proposal/Package – NON SUPERVISORY

9/26/11

ARTICLE 17 - WAGES

A. The City and the Union agree that the wages paid eligible members shall be as shown in the City of Las Vegas Fire Classified Salary Schedule which is attached hereto and incorporated thereby as Attachment B of this agreement. This reflects a Cost of Living Allowance (COLA) equal to zero percent (0%) effective June 26,2011.

Any increase to the Public Employees Retirement System contribution rate above the rate of 32% will be shared by the City and the employee, each paying 50% of the increase. An increase in the contribution rate from 32% to 33.5% occurred in or around July 2007, and was shared by the City and the employee. In consideration for agreement on a zero percent (0%) COLA in 2009, the City agrees to permanently suspend this PERS contribution split for the increase scheduled on or about July 11, 2009 from 33.5% to 37%, in lieu of a pay raise. Any future PERS contribution increase above the 37% will be subject to this contribution split. **For all non-early retirement classifications covered by this contract, the PERS contribution increase that was effective in 2011, and any future increases shall be shared equally by the City and the employee. However, it is agreed that, the PERS increase which went into effect on July 1, 2011, will not begin to be shared equally until the payment following the ratification of the 2011 Agreement by both the City and Local 1285, and the City will be responsible for any payments prior to said ratification date.** ~~Effective June 27, 2010, and in accordance with NRS~~

~~288.180 the City and/or Union may re-open Article 17, paragraph A, with respect to COLA and salary schedule attachment related items only. This does not include reopening the PERS contribution provisions as listed above.~~

B. ***[REMAINDER OF THE ARTICLE REMAINS UNCHANGED]***

Signed this 26 day of September 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285

Dean W Fletcher

Dean Fletcher, President
IAFF Local 1285

CITY OF LAS VEGAS

Dan Tarwater

Dan Tarwater
Chief Spokesperson
~~IAFF Management Team~~

Union Proposal/Package – NON SUPERVISORY

9/26/11

ARTICLE 22 – MEDICAL BENEFITS

A. The City and the Union agree that the City will pay part of the cost of the employees' and dependents' hospitalization and health insurance plan as set forth in the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT. The aforementioned cost that the City will pay shall not be in excess of either the actual cost of the Trust's insurance coverage or the amount set forth below, whichever is less per covered employee.

Effective June 14, 2009 on a monthly basis, the City will pay per covered employee that is a member of the Trust: Four hundred fifty dollars ($450.00) per pay period.

Effective for the period beginning on ~~June 27, 2010 and ending on~~, **October 2, 2011 for the next 24 pay periods,** The City will pay per covered employee that is a member of the Trust: Three hundred sixty dollars ($360.00) per pay period.

Effective ~~June 26, 2011~~ **Aug 26, 2012** on a monthly basis, the amount the City will pay per employee that is a member of the Trust will revert back to Four Hundred fifty dollars ($450.00) per pay period.

~~The payments due from the City to the LAS VEGAS FIREFIGHTER HEALTH AND WELFARE TRUST on July 30, 2010 and December 31, 2010 will be deferred back to the City.~~

Effective June 19, 2005, The City will contribute on a bi-weekly basis, forty-five dollars ($45) per employee, per pay period to the Trust for retiree medical benefits.

~~Effective June 26, 2011 and in accordance with the NRS 288.180, the City and/or Union may agree to re-open Article 22 to negotiate the cost the City pays to the Las Vegas Firefighter Health & Welfare Trust.~~

Signed this 26 day of September 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285

Dean Fletcher

Dean Fletcher, President
IAFF Local 1285

CITY OF LAS VEGAS

Dan Tarwater

Dan Tarwater
Chief Spokesperson
~~IAFF Management Team~~

Union Proposal/Package – NON SUPERVISORY

9/26/11

ARTICLE 23 - UNIFORMS, UNIFORM MAINTENANCE, COMBAT AND SAFETY EQUIPMENT, TOOL ALLOWANCE, AND THE MAINTENANCE THEREOF

A. The City and the Union agree that:

1. The City shall provide an annual uniform allowance of one thousand five hundred ($1,500) to all personnel covered by this Agreement, to buy and maintain work and dress uniforms as prescribed by the Fire Chief. Such allowance shall be paid in quarterly increments beginning with the first payday in July **2011**, by a check separate from the normal payroll check. ~~Effective June 18, 2006, this allowance will increase to one thousand four hundred and fifty dollars ($1,450). Effective July 1, 2007, this uniform allowance will increase to one thousand four hundred and seventy five dollars ($1,475). Effective June 29, 2008, this uniform allowance will increase to one thousand five hundred dollars ($1,500).~~ Effective ~~June 27, 2010~~ **October 9, 2011** uniform allowance will be deferred back to the City for ~~a period of one year~~ **three consecutive quarterly increments**. Effective ~~June 26, 2011~~ **July 8, 2012** the annual uniform allowance will revert back to one thousand five hundred ($1,500). New hires covered by the Agreement shall be paid on a monthly-prorated basis after six (6) months employment minus the cost of the Class B uniforms initially issued.

~~2. Effective June 26, 2011, and in accordance with NRS 288.180 the City and/or Union may re-open Article 23, paragraph A, section 1.~~ **Effective *(upon signing date)* employees will be allowed to wear T-Shirts as described in SOP 130.15, para I, at all times in lieu of the class B uniform shirts, for the duration of this contract.**

[REMAINDER OF THE ARTICLE REMAINS UNCHANGED]

Signed this 26 day of September 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285

Dean Fletcher, President
IAFF Local 1285

CITY OF LAS VEGAS

Dan Tarwater
Chief Spokesperson
~~IAFF Management Team~~

Union Proposal/Package – NON SUPERVISORY

9/26/11

ARTICLE 24 - WORK DAY, WORK WEEK

A. The City and the Union agree that the workday, workweek, including paid meal period(s), for eligible members of the bargaining unit, shall be as follows:

Division	Normal Work Day	Normal Work Week	Normal Bi-Weekly Hours
Fire Combat	24 Hours	56 Hours*	112*
Fire Investigation	10/14 Hours	42 Hours*	84*
Fire Prevention	10 Hours**	40 Hours	80
Alarm	10 Hours**	40 Hours	80
Mechanical	8 Hours***	40 Hours	80
Training	10 Hours***	40 Hours	80
Hydrant	8 Hours***	40 Hours	80

*Averaged annually.

** 10-hour shifts may be subject to change based on changes in funding, staffing, or other operational requirements that would negatively impact efficiency. All such changes would be subject to 90 days notification to Local 1285 and the individual employees affected. The City also agrees to meet with Local 1285 to discuss the basis for any such changes.

*** 10-hour shifts may be implemented for specific Divisions based on staffing availability and an expectation of positive outcomes.

Upon mutual agreement between the Employee, the City and the Union, employees who are assigned from a 56-hour work week to a temporary 40 hour work week may work either a 5 eight hour shift schedule or a 4 ten hour shift schedule. Employees will continue to receive all benefits in accordance with the 56-hour workweek provision. Employees who are on light duty are excluded.

B. All personnel required to work longer than their normal bi-weekly hours shall be paid overtime on a time and one-half (1½) hourly rated basis, based on their bi-weekly rate of pay including longevity. When a member uses a non-worked sick shift or is on disciplinary leave, the member will not be eligible for regular overtime for a period of ~~72~~ 192 hours following the end of their sick shift or disciplinary leave. This does not include those instances where the department requires mandatory overtime. If a member was previously scheduled for regular overtime for the ~~72~~ 192-hour period following a member calling in sick the overtime will be removed and no penalty will apply.

[Remainder of the Article remains unchanged]

Signed this 26 day of September, 2010, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285

Dean Fletcher, President
IAFF Local 1285

CITY OF LAS VEGAS

Dan Tarwater
Chief Spokesperson
~~IAFF Management Team~~

Union Proposal/Package – NON SUPERVISORY

9/26/11

ARTICLE 32 – STAFFING

The Department will assign rovers as outlined below to assist in the management of the Department. Rovers will bid for platoon assignment. Effective January 1, 2006 rovers assigned to each platoon will include one (1) Captain, one (1) Engineer, one (1) Firefighter/Paramedic and one (1) Firefighter. Effective June 26, 2011, ~~July 1 2007~~ the number of Rovers assigned to each platoon will equal ~~8%~~ 9% of the number of assigned unit positions for Captains, Engineers, Firefighter/Paramedics and Firefighters assigned to each platoon. This percentage will be calculated on October 15th of every year and the number will remain as calculated until recalculated the following year. If the percentage of employees is calculated as a fraction of a number the number will be rounded down to the next whole number. The Department will bid and assign all vacancies in accordance with the Rules and Regulations.

Signed this 26 day of September, 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285	CITY OF LAS VEGAS
Dean Fletcher, President IAFF Local 1285	Dan Tarwater Chief Spokesperson ~~IAFF Management Team~~

Union Proposal/Package – NON SUPERVISORY

9/26/11

ARTICLE 38 - DURATION OF AGREEMENT

A. This Agreement shall become effective June 26, 2011, at 0001 hours and shall run in full force and effect until June 23, 2012, at 2400 hours.

B. This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing of the Article and/or Section of that Article they wish to negotiate in accordance with the time limits and procedures established in NRS 288.

C. Amendment of any Article may be mutually agreed upon and shall become effective on the agreed upon date.

D. NRS 288 procedures for impasse shall apply.

Signed this 26 day of September, 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285	CITY OF LAS VEGAS
Dean Fletcher, President IAFF Local 1285	Dan Tarwater Chief Spokesperson ~~IAFF Management Team~~

Union Proposal/Package - SUPERVISORY

June 26, 2011

ARTICLE 17 - WAGES

A. The City and the Union agree that the wages paid eligible members shall be 17% above the salary grade for Fire Captain as identified in the contract between the City of Las Vegas and the International Association of Firefighters, Local 1285, non-supervisory bargaining unit.

The City agrees to pay eligible members contribution to the Public Employees Retirement System. Any increase to the Public Retirement System contribution rate above the rate of 37% will be shared by the City and the employee, each paying 50% of the increase. **For all non-early retirement classifications covered by this contract, the PERS contribution increase that was effective in 2011, and any future increases shall be shared equally by the City and the employee. However, it is agreed that, the PERS increase which went into effect on July 1, 2011, will not begin to be shared equally until the payment following the ratification of the 2011 Agreement by both the City and Local 1285, and the City will be responsible for any payments prior to said ratification date.**

[Remainder of the Article remains unchanged]

Signed this 26 day of September 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285	CITY OF LAS VEGAS
Dean Fletcher, President IAFF Local 1285	Dan Tarwater Chief Spokesperson ~~IAFF Management Team~~

Union Proposal/Package – SUPERVISORY

9/26/11

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Signed this 26 day of September, 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285	CITY OF LAS VEGAS
Dean W. Fletcher	Dan Tarwater
Dean Fletcher, President IAFF Local 1285	Dan Tarwater Chief Spokesperson ~~IAFF Management Team~~

Union Proposal/Package –SUPERVISORY

9/26/11

ARTICLE 23 - UNIFORMS, UNIFORM MAINTENANCE, COMBAT AND SAFETY EQUIPMENT, TOOL ALLOWANCE, AND THE MAINTENANCE THEREOF

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~~2. Effective June 26, 2011, and in accordance with NRS 288.180 the City and/or Union may re-open Article 23, paragraph A, section 1.~~ **Effective *(upon signing date)* employees will be allowed to wear T-Shirts as described in SOP 130.15, para I, at all times in lieu of the class B uniform shirts, for the duration of this contract.**

[REMAINDER OF THE ARTICLE REMAINS UNCHANGED]

Signed this 26 day of September, 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285

Dean W Fletcher

Dean Fletcher, President
IAFF Local 1285

CITY OF LAS VEGAS

Dan Tarwater

Dan Tarwater
Chief Spokesperson
~~IAFF Management Team~~

Union Proposal/Package – Supervisory

9/26/11

ARTICLE 38 - DURATION OF AGREEMENT

A. This Agreement shall become effective June 26, 2011, at 0001 hours and shall run in full force and effect until June 23, 2012, at 2400 hours.

B. This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing of the Article and/or Section of that Article they wish to negotiate in accordance with the time limits and procedures established in NRS 288.

C. Amendment of any Article may be mutually agreed upon and shall become effective on the agreed upon date.

D. NRS 288 procedures for impasse shall apply.

Signed this 26 day of September, 2011, for the:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285	CITY OF LAS VEGAS
Dean Fletcher, President IAFF Local 1285	Dan Tarwater Chief Spokesperson ~~IAFF Management Team~~

IAFF/City Labor Negotiations
September 2011 - Post Mediation

IAFF/City - Deal Points:	(FY12)
· COLA	0
· Medical - $360 per pay 24 pay periods, waive last 2 payments	$1,400,000
· Uniforms	900,000
· (credit for overpayment 2010)	-
· PERS split – regular members (90)	80,000
· Longevity	0
· Step Reduction – 50%	450,000
· Documentation Pay – 2nd year	450,000
· 3 to 8 day penalty for O.T. Sick	520,000
· Rovers from 8% to 9%	250,000
· One year agreement	
· Total Value =	$4,050,000
· Reduction Goal =	$6,000,000

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

SUBJECT:
RESOLUTIONS:

R-43-2011 - 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-43-2011

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. R-43-2011

A RESOLUTION AUTHORIZING MEDIUM-TERM OBLIGATIONS IN AN AMOUNT OF UP TO $36,500,000, 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 $36,500,000 (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 $36,500,000.

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 $36,500,000.

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 $36,500,000 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 $36,500,000, 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 $4,100,000 to $4,700,000 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 $36,500,000 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:

_____
City Clerk

Approved as to Form:

By: _____ 9/22/11

\423751.1

STATE OF NEVADA)
)
CLARK COUNTY) **ss.**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, 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)

_____
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)

NOTICE OF HEARING AND OF INTENTION TO AUTHORIZE MEDIUM TERM OBLIGATIONS BY THE CITY OF LAS VEGAS, NEVADA.

NOTICE is hereby given that the City Council of the City of Las Vegas, Nevada (the "Council" and "City," respectively) will hold a public hearing at a regular meeting to be held on Wednesday, October 5, 2011 at the hour of 9:00 a.m. in the Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada to act upon a resolution authorizing medium-term obligations of the City in the maximum principal amount of $36,500,000 to finance wholly or in part the cost to acquire, improve and equip 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 and equipping 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 by the issuance of the City's medium-term obligations, in one or more series.

The medium-term obligations are not proposed to be repaid in whole or in part by the levy of a tax which is exempt from the limitations on taxes ad valorem, but are to be repaid from 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 $4,100,000 to $4,700,000 per year for a period not to exceed 10 years.

The form of the resolution authorizing such medium-term obligations, to be considered by the Council after such hearing and other information concerning such medium-term obligations and the purpose for which they are proposed to be used, may be examined in the office of the City Clerk, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada. All persons are invited to attend and to be heard regarding the proposed action. Prior to the hearing, written comments may be filed with the City Clerk at the aforementioned address.

Publication Date: September 23, 2011.

/s/ Beverly K. Bridges, CMC

City of Las Vegas Agenda Item No.: **57.**

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

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
CITY OF LAS VEGAS APPOINTMENTS UNDER THE NEW BY LAWS ADOPTED 8-21-2002				
1. MARTINEZ, ADRIANA	Class 1		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:** COMPLARC@AOL.COM

Please list the boards, commissions, or committees that you are interested in serving on:

PLANNING, DOWNTOWN DESIGN, HISTORIC PRESERVATION
NEON MUSEUM BOARD

For office use only
CLV Y N ✓
Ward 2 County
Date 1/25/2011

2011 JAN 25 P 3:01
CITY CLERK
RECEIVED

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 Hayes

Home Street Address: 3108 Sonia Drive

City: Las Vegas **ZIP Code:** 89107

Work Street Address: ~~6060 Elton Ave, Suite A~~ 3108 Sonia Drive

City: Las Vegas **ZIP Code:** 89107

Employer: Cooper Levinson **Occupation:** Attorney

Home Phone Number: 308-9993 **Work Phone Number:** 366-1125

Other Phone Number: _____ **Email Address:** thayes@hayeslawnevada.com

Please list the boards, commissions, or committees that you are interested in serving on:

Planning Commission, ~~Redevelopment Agency~~, CPAC, ~~Downtown Design Review~~, Historic Preservation, Parks & Rec, Traffic & Parking, Community Development Recommending, Neon museum, Neighborhood Partners Fund, Arts

For office use only
CLV Y ✓ N ___
Ward 1
Date ~~5/10/2010~~ 5/11/2011

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 — **Chicago, IL**
Student Intern — Spring 2005
- Assisted attorneys in trial preparation through legal research and writing
- Prosecuted petty offense cases

Northwestern University School of Law — **Chicago, IL**
Bluhm Legal Clinic — 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 — **New York, NY**
Intern — 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 — **Las Vegas, NV**
Judicial Extern for Hon. James C. Mahan — Summer 2003
- Briefed the judge on civil and criminal cases and wrote bench memoranda and orders

Cook County State's Attorney — **Chicago, IL**
Legal Clerk — Summer 2003
- Honed legal research, writing and analysis by writing appellate briefs for the criminal appeals division

EDUCATION:

Northwestern University School of Law — **Chicago, IL**
Juris Doctor — 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 — **Las Vegas, NV**
Bachelor of Arts, Communication Studies – Print Journalism
- 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

City of Las Vegas Agenda Item No.: **58.**

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. Written Comments by Eleanor Ahern and Colored Maps by Joe Hahn

BILL NO. 2011-32

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-41279)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at the southeast corner of Racel Street and Al Carrison Street.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> Those portions of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., in the City of Las 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:
>
> COMMENCING at the south one sixteenth (S 1/16) central corner of said Section 9, said corner also being the centerline intersection of RACEL STREET (30.00 feet wide as measured from centerline thereof) and CIMARRON ROAD (40.00 feet wide as measured from centerline thereof); 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 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 aforementioned GRANT, BARGAIN, SALE, WARRANTY DEED, South 00°05'29" East 30.05 feet to the south line of said RACEL STREET; thence

continuing South 00°05'29" East 451.22 feet to the north line of LOT 1 of the Parcel Map in File 103, Page 69 of Clark County, Nevada Records; thence along the north line of LOT 1 and LOT 2 of said Parcel Map, North 86°45'58" West 785.90 feet to the centerline of AL CARRISON STREET (30.00 feet wide as measured from the centerline thereof); thence along the centerline of said AL CARRISON STREET, North 06°23'36" West 135.15 feet; thence departing said centerline, North 86°32'34" West 66.53 feet to the southwest corner of legal #2 of said GRANT, BARGAIN, SALE, WARRANTY DEED; thence along west line of said legal #2, North 00°02'12" East 309.73 feet to a point of intersection with a curve on the south line of said RACEL STREET, the radial line bears North 64°11'11" East; thence continuing North 00°02'12" East 37.78 feet to the centerline of said RACEL STREET also being the north line of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of said Section 9; thence along said north line, South 86°45'58" East 185.46 feet to the Southwest one sixteenth (SW 1/16) corner of said Section 9; thence continuing along said north line and the centerline of said RACEL STREET, South 86°45'58" East 681.03 feet to the POINT OF BEGINNING.

BASIS OF BEARING: North 86°45'58" West being the north line of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 9, Township 19 South, Range 60 East, M.D.M., as shown on Record of Survey in File 68, Page 42 of Clark County, Nevada Records.

Prepared by:
Brian Yu, PLS
Department of Operations and Maintenance
Right-of-Way, City of Las Vegas
333 N. Rancho Drive, 8th floor
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

(100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 16th day of September, 2011, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 16th day of September, 2011, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same

privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 16th day of September, 2011.

SECTION 7: The described territory, which previously has been zoned R-A (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 9: All ordinances or parts of ordinances, sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-19-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

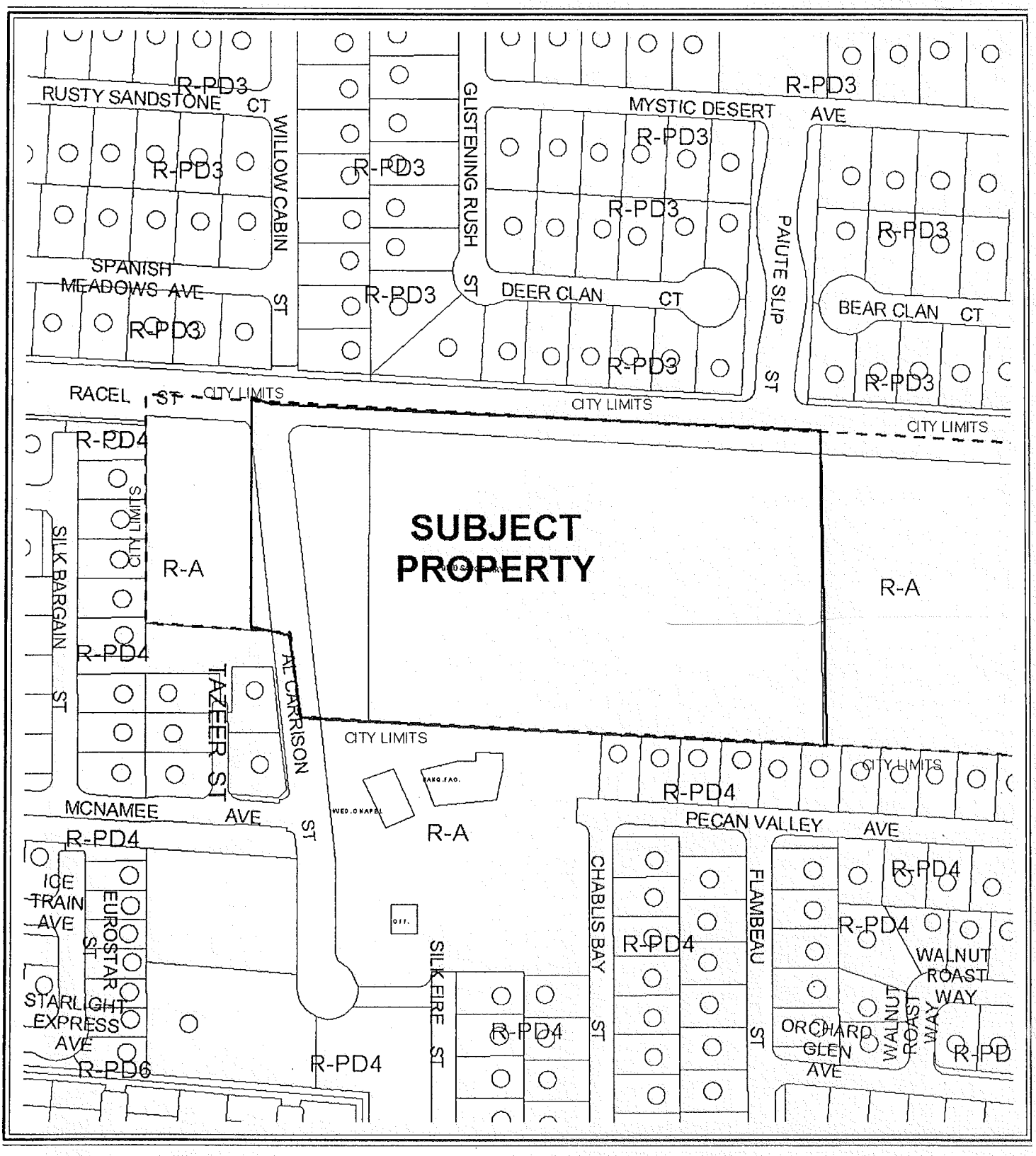
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-41279**

0 300 600 Feet

N

August 16, 2011

Councilman Bob Coffin

Councilman Ricki Barlow

My name is Eleanor Ahern. I was duly elected President of the Gilcrease Nature Sanctuary May 16, 2011 with a full Board in attendance, John Foley, Bill Gilcrease, Helen Mortenson, Thelia Dondaro, Bob Miller, Terri Robison, Linda Sanchez, Jessica Pigula and Sue B. Newman. I won by a majority of the votes.

Based on my knowledge of the Gilcrease Nature Sanctuary By Laws, Articles of Incorporation and current litigation, the application for annexation is not legal. I am requesting you put this matter on hold till the litigation is resolved. There is a District Court Hearing 8-18-11.

Should you have any legal papers signed by the woman representing herself as President of Gilcrease Nature Sanctuary the papers hold no authority as several Board members and the president placed themselves in their positions in contradiction to the By Laws.

There is an enormous amount of concern on my part because if the Gilcrease Nature Sanctuary were to be Annexed into the City of Las Vegas this could cause Bill's personal property to be forced into Annexation thus creating a high tax obligation that would be too large for them to pay. The higher taxes may not be able to be paid thus forcing Bill and his son, Oscar to have to move because they would lose the property they now own. Could you please explain that to me?

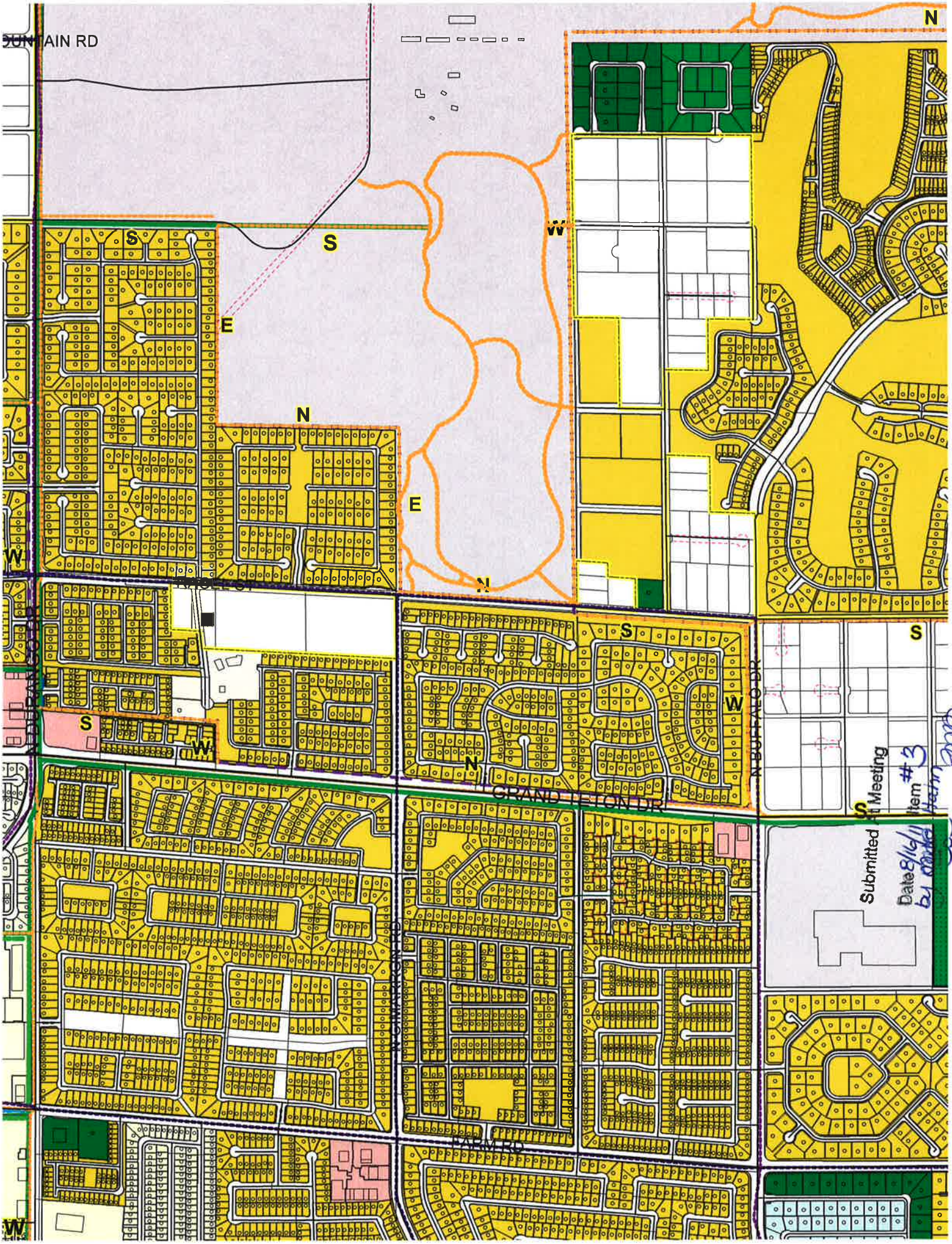
Eleanor Ahern

Eleanor Ahern, President of Gilcrease Nature Sanctuary

Submitted At Meeting

Date 8/16/11 Item 3

by Eleanor Ahern



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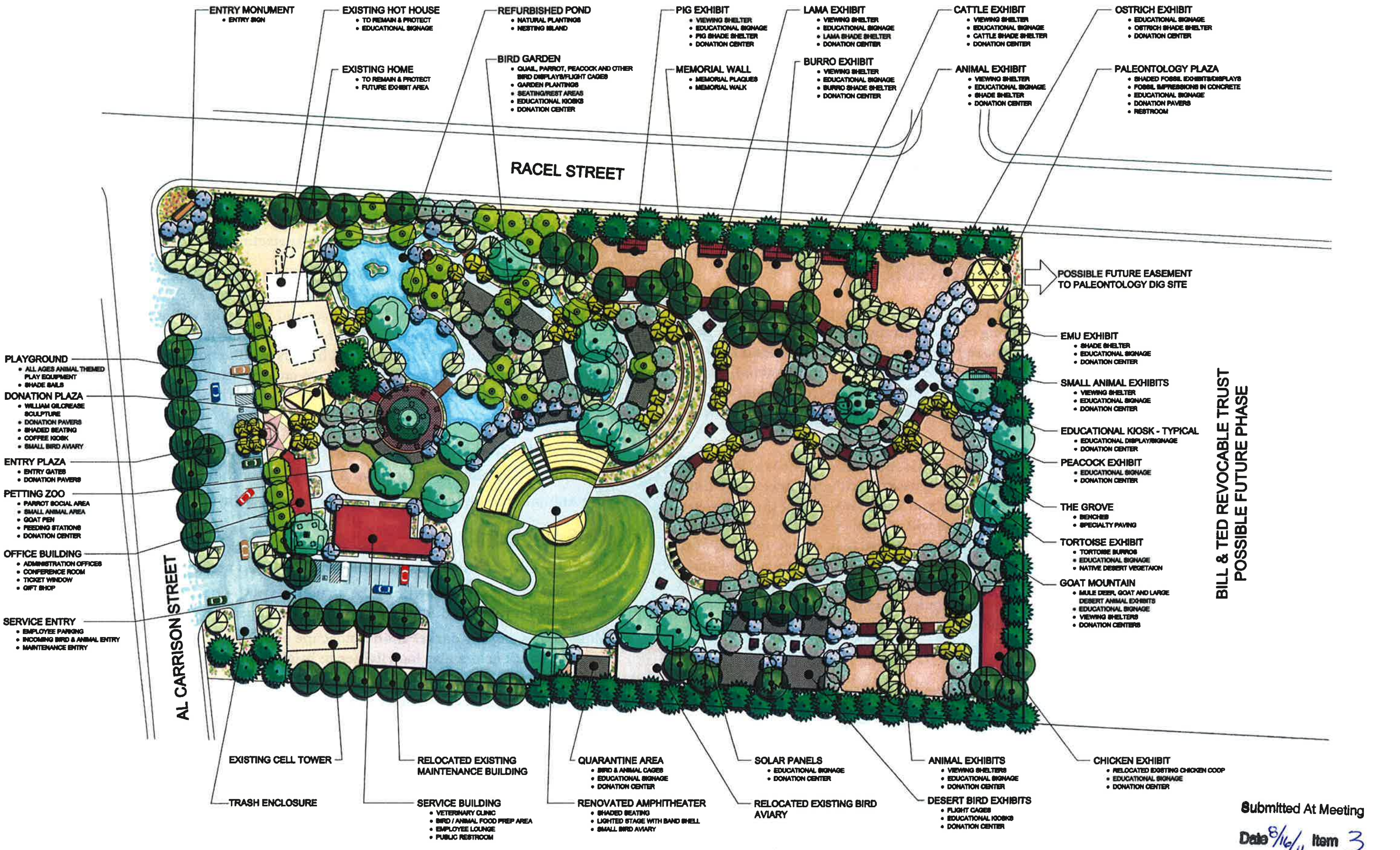
Date 8/16/11 Item #3



Submitted At Meeting
Date 8/16/11 Item 3
9/10/10 by Joe Hahn

Gilcrease Nature Sanctuary
Final Master Plan

James Chaddick & Associates

Cardno WRG

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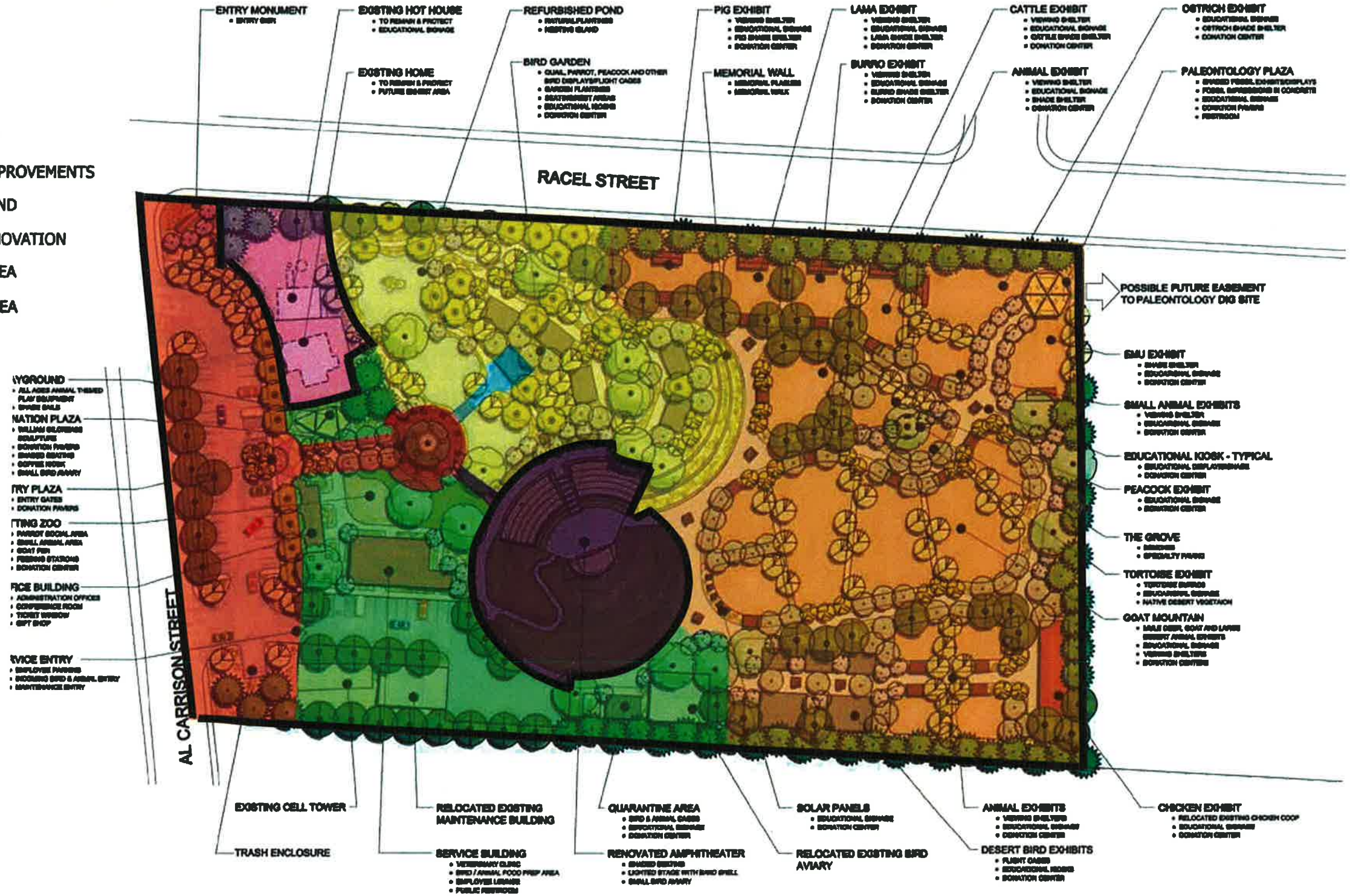
Phasing Map

LEGEND:

- PHASE 1 - MAIN ENTRY
- PHASE 2 - SIGNATURE AVIARY
- PHASE 3 - SERVICE/OFFICE IMPROVEMENTS
- PHASE 4 - BIRD GARDEN & POND
- PHASE 5 - AMPHITHEATER RENOVATION
- PHASE 6 - ANIMAL EXHIBIT AREA
- PHASE 7 - FUTURE EXHIBIT AREA



Submitted At Meeting
Data 8/16/11 Item 3
by Mike Hahn
Joe

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-36 – Updates Chapter 6.02 of the Municipal Code relating to business licensing generally. Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update Chapter 6.02 of the Municipal Code relating to business licensing generally. Most of the changes are housekeeping or clarifying in nature. The bill clarifies the rights of appeal regarding certain administrative actions and includes provisions allowing additional flexibility in the repayment of delinquent fee amounts determined to be owing during an audit. In accordance with State law, the bill also authorizes the issuance of multi-jurisdictional licenses under specified circumstances.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2011-36
2. Business Impact Statement

BILL NO. 2011-36

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CHAPTER 6.02 OF THE MUNICIPAL CODE RELATING TO BUSINESS LICENSING GENERALLY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Updates Chapter 6.02 of the Municipal Code relating to business licensing generally.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.010: Unless the context otherwise requires, the scope of all words in this Title shall be liberally construed in order to effectuate the purposes of this Title. In particular, the following words shall have the meaning ascribed to them as follows:

"Applicant" means any person who has applied for a City business license, approval of suitability, work card or any permit.

"Business" means any business, commercial enterprise, trade, occupation, calling, profession, vocation or activity engaged in, conducted, carried on, advertised or marketed, by any person, his agent or employee for the purpose of gain, benefit or advantage, either direct or indirect.

"Department" means the Department of [Finance and Business Services.] Planning.

"Director" means the Director of the Department of [Finance and Business Services] Planning and those persons authorized [by him] to act in [his] the Director's behalf.

"Employee" means any person who performs services for another for hire, salary, wages or any other kind of compensation, whether or not the services are casual, temporary or permanent, and whether or not the contract of service is express or implied, oral or written.

"Establishment" means any business conducted in or upon any premises, and includes any buildings, improvements, equipment and facilities used or maintained in connection with such business.

"Governmental entity" means an entity of Federal, State or local government whose activities

are exempt from Federal income taxation.

"Gross sales/gross revenues," as used in connection with the determination of license [taxes,] fees, means the total amount of the sale price of all goods sold, the total amount charged or received for the performance of any act, service or employment, of whatever nature it may be, whether or not such service, act or employment is performed as part of or in connection with the sale of goods, wares or merchandise for which a charge is made or credit allowed, including all receipts, cash, credits or property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property sold, cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever.

(A) The term gross sales/gross revenue shall not include:

(1) Cash discounts which are allowed or taken on sales/revenue;

(2) Over-allowance on trade-ins of used merchandise, cars or goods which are received in trade for the purchase of new merchandise, cars or goods. For purposes of this definition, "over-allowance" means the amount which is allowed on any trade-in which is in excess of the actual sale price of the trade-in by the dealer, whether that sale is wholesale, retail or at auction. In order for a dealer of new merchandise, cars or goods to substantiate deductions for over-allowances, a separate general ledger account must be maintained which accumulates the total over-allowances. This account must be supported by a cash receipt journal or similar journal which summarizes the daily transactions. Each daily entry must be supported by the original contract which clearly substantiates the difference between the actual sales price and the allowance which is given to the customer on the trade-in;

(3) Inventory transfers between dealers of new merchandise, cars or goods and their wholly owned leasing companies, wherein no profit is involved. In order for a dealer of new merchandise, cars or goods to substantiate deductions for inventory transfers, a separate account must be maintained in the general ledger for all merchandise, cars or goods which are transferred to its wholly owned leasing company. These transactions must be traceable to a cash receipt journal or

similar journal which summarizes daily transactions. Each daily entry must be supported by paperwork which legally transfers the new merchandise, car or goods to the leasing company;

(4) Any tax on fuel or retail sales that is collected by the seller; and

(5) Any charge between a purchaser and seller where, at the time a license fee is due, the purchaser and seller are related entities as defined in Section 267 of the Internal Revenue Code.

"Health District" means the Southern Nevada Health District.

"License" means permission granted by the licensing authority to engage in the business for which the license is issued[.], which permission typically is evidenced by a written document.

"Licensee" means any person to whom a valid license has been issued pursuant to this Title.

"License fee" [or "license tax"] means any money required by law to be paid to obtain, renew or maintain a license.

"Metro" means the Las Vegas Metropolitan Police Department.

"Person" includes any association, corporation, firm, partnership, trust or other form of business or social association or organization, as well as a natural person and the estate of a natural person.

"Personal representative" means any person authorized to act on behalf of the estate of a natural person.

"Premises" means land together with all buildings, appurtenances, improvements, parking areas and personal property located thereon.

"Principal" means:

(A) Any person who is an officer, director, trustee, personal representative or general partner or who has an ownership interest in or voting control of the business equal to or greater than ten percent of the entire ownership of voting control of such business. If the ownership interest or voting control is held by a person other than an individual, then each officer, director, trustee, personal representative or general partner of such person is a principal;

(B) Any person who is or will be directly engaged in the administration or supervision of the business; and

(C) Any other person if, in the Director's opinion, the person exercises, or is capable of exercising, significant influence over the business.

"Professional" means a person who:

(A) Holds a license, certificate, registration, permit or similar type of authorization issued by a State regulatory body as defined in NRS 622.060, or who is regulated pursuant to the Nevada Supreme Court Rules; and

(B) Practices his or her profession for any type of compensation as an employee. The term "employee" for the purposes of this definition, includes an owner, sole proprietor, member, partner or associate of a professional business.

"Professional business" means a business which:

(A) Holds itself out as offering services regarding one or more of the professions regulated by a State regulatory body as defined in NRS 622.060 or by Nevada Supreme Court Rules; and

(B) Employs one or more professionals to provide such services.

"Valid unexpired license" means a license that has not been suspended or revoked before its expiration date.

SECTION 2: Title 6, Chapter 2, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.020: (A) The Department shall have the jurisdiction to investigate and enforce the provisions of this Title, Title 9 and the provisions of Title 19 as they relate to the use of land by, and impact of, businesses, professions and occupations.

(B) The Department shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to:

(1) The power to enter and inspect the licensed premises at any time during the business hours of the licensee;

(2) The power to examine and audit all books and other business records of a principal, licensee, applicant, or their employees or other persons acting under their control[;] for purposes of determining ownership, the proper payment of license fees, and other issues relating to

compliance with this Title;

(3) The power to apply for and execute administrative search warrants based upon reasonable suspicion of a violation of this Title, Title 9 or Title 19;

(4) The power to issue citations pursuant to the provisions of NRS Chapter 171 for violations of this Title, Title 9 or Title 19;

(5) The power to issue, revoke, suspend or deny a business license, or temporary business license, as provided in this Chapter;

(6) The authority to make expenditures as reasonably necessary to investigate a violation of this Title, Title 9 or Title 19; and

(7) The power to assess the following to a licensee for re-inspections after the initial inspection reveals violations of this Title, Title 9, or Title 19:

(a) A service charge of ninety dollars for the initial re-inspection, if the licensee or its representative has not corrected or caused the correction of all violations to the Department's satisfaction by the established re-inspection date, such charge to reflect the partial cost of staff time and City resources;

(b) A service charge of one hundred twenty dollars for each subsequent re-inspection until all violations have been corrected to the Department's satisfaction, such charge to reflect the partial cost of staff time and City resources; and

(c) An administrative fee of ten percent of the amount of service charges assessed under Subparagraphs (a) and (b) above, to cover administrative costs of billing and receipting;

(C) The Department shall provide the licensee or its representative an appropriate billing to reflect service charges and administrative fees assessed under Paragraph (7) of Subsection (B) above. The billing shall include the date by which payment must be made, which must be at least sixty days after the billing is provided. If payment is not made by the date specified, the City may proceed to collect the amounts assessed in accordance with LVMC 6.02.250. Notwithstanding the provisions of this Subsection (C), the licensee or its representative may appeal the assessment of service charges and administrative fees, including the underlying determination that violations have

occurred, by filing a written appeal with the Department within ten days after the billing is provided to the licensee[.] or its representative. A hearing on the appeal will be conducted by the City Manager (or the City Manager's designee) within ten days after the appeal is filed, unless otherwise agreed to by the licensee and the person conducting the hearing. The period for payment is tolled during the pendency of an appeal.

(D) The Department is authorized to require identification or other information from a principal, licensee, applicant, or their employees or other persons acting under their control, at any time in furtherance of the exercise of its jurisdiction.

(E) During the course of investigating any crime or assisting in the enforcement of this Code, Metro has concurrent jurisdiction and authority to issue citations for the violations of this Title, Title 9 or Title 19.

SECTION 3: Title 6, Chapter 2, Section 35, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.035: (A) Notwithstanding any other provision of this Title, the Director shall have the authority to extend temporary licensing approval beyond that otherwise available under this Title in cases where unforeseen circumstances, such as technical or agenda-related difficulties, prevent Council action from being taken in a timely fashion. Unless the circumstances otherwise dictate, the extension of temporary licensing approval shall not extend beyond the next occasion at which Council consideration can properly take place.

(B) Except as otherwise approved by the Director, [No] no temporary license issued under this Title may be sold, transferred or assigned while under temporary status.

(C) The holder of a license under temporary status may request that the license be withdrawn or put into inactive or non-operational status, but the request shall not be deemed granted until affirmative action to do so has been taken by the Director.

SECTION 4: Title 6, Chapter 2, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.060: (A) It is unlawful for any person to:

(1) Commence, institute, advertise, aid, carry on, engage in or continue in

the City any business without a valid unexpired license issued pursuant to this Code;

(2) Cause, encourage, allow or permit another, on that person's behalf, to commence, institute, advertise, aid, carry on, engage in or continue in the City any business without a valid unexpired license issued pursuant to this Code; or

(3) Commence, institute, advertise, aid, conduct, manage or carry on, either permanently or temporarily, any business of any other person if the person who commences, institutes, advertises, aids, conducts, manages or carries on such business knows or should know that such other person is not licensed under this Title to commence, institute, advertise, aid, conduct, manage or carry on such business.

(B) Each day or portion thereof in which a violation of any provision of Subsection (A) of this Section is committed, continued or permitted constitutes a separate offense.

(C) All licenses issued under this Chapter:

(1) Shall be conditioned upon the obligation of the applicant, the licensee, the principal, their employees and those acting on their behalf to refrain from exercising deliberate ignorance toward any private nuisance, public nuisance or chronic nuisance activity occurring at, or arising from, the business location or activity, and to timely abate such nuisances. Deliberate ignorance is exhibited by intentional or criminally negligent disregard of the offending condition or activity. Deliberate ignorance is done in a criminally negligent manner if it jeopardizes another's health, safety or welfare; interferes with the objectively reasonable use and enjoyment of adjacent property or any public property; or has a detrimental effect upon adjacent property values; and

(2) May also be conditioned upon the licensee posting a bond in an amount determined by the Director to be reasonably appropriate to guarantee the performance or fulfillment of all conditions, or compliance with all restrictions, imposed upon the license, licensee, applicant or its principal(s).

(D) A multi-jurisdictional license may be issued within specifically-identified categories to those businesses whose intent is to operate in more than one licensing jurisdiction within the Southern Nevada area. Issuance of this license may by local ordinances or by an interlocal agreement between or among participating jurisdictions. One license fee which is the congregate of

the license fees of all participating jurisdictions will be collected by the jurisdiction in which the home base of operation for the licensing applicant is located. The fee will be proportionately distributed based on the fee schedule for each jurisdiction. Notwithstanding any provision of this Title, the Director is authorized, but not required, to establish license renewal cycles specifically applicable to each category and to prorate license fees in the following circumstances:

(1) In connection with applying new multi-jurisdictional license provisions to existing licenses;

(2) Upon the initial issuance of a new multi-jurisdictional license; or

(3) Upon the addition a participating jurisdiction to an existing multi-jurisdictional license.

SECTION 5: Title 6, Chapter 2, Section 65, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.065: Except as otherwise specifically provided in this Title, nothing in this Title, including the imposition of any license fee, [or license tax,] shall be deemed or construed to apply to any:

(A) Person engaged in any of the professions or occupations hereinafter enumerated solely as an employee of any other person who is properly licensed to conduct, manage or carry on any such business unless specifically provided otherwise in Chapter 6.04 or any other provision of this Title;

(B) Community theater as defined in NRS 364.130;

(C) Public bus transportation service for the carrying of passengers from place to place within the City, which is owned or operated by a governmental entity; provided, however, this exception does not apply to a private person who leases the service from the governmental entity for business purposes;

(D) Nonprofit professional services organization that provides all of its professional services to the public at no cost and has received its tax exempt status pursuant to Title 26 U.S.C. Section 501(c);

(E) Professional person licensed by the State who works solely either as a principal or employee for a nonprofit professional services organization that has tax exempt status pursuant to

Title 26 U.S.C. Section 501(c), if such organization provides all of its professional services to the public at no cost; or

(F) [Government] Governmental entity or professional person licensed by the State who works solely as an employee of a [government] governmental entity.

SECTION 6: Title 6, Chapter 2, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.080: (A) Any person who desires to engage in business shall first apply for and obtain the appropriate license[.] or licenses. The license application shall be filed with the Department on forms acceptable to the Department. The applicant shall furnish all the information required by the Department including, but not limited to:

(1) The applicant's business organization and structure, including the names and addresses of any and all on-site or off-site managers responsible for timely abatement of any and all nuisance activity at the business location;

(2) The proposed physical business location and specific activity or operation to which the business is limited;

(3) The name and specific physical and mailing addresses of each principal sufficient to allow them to be contacted as necessary to address or be held accountable for the timely fulfillment of restrictions and conditions on the license or the timely abatement of any nuisance activity at the business location(s);

(4) Copies of all other licenses or permits required by local, State or Federal law to engage in the proposed business, including any description of limitations, conditions or restrictions thereon; and

(5) Any other information that reasonably relates, or may lead to information that reasonably relates, to the applicant's or a principal's qualification, acceptability or fitness for a license.

(B) The applicant must sign the application for license acknowledging that all the information furnished by the applicant is true, accurate and current, that he or she is aware of the obligation to provide timely notice of any changes in required information, and that he or she has

informed all principals of their joint and several responsibility for the timely fulfillment of restrictions and conditions to the license or timely abatement of any nuisance activity at the business location(s).

SECTION 7: Title 6, Chapter 2, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.090: (A) Other than an application for a license which requires prior approval by an agency of the State, an application for a license which requires formal approval of the Council to which the exemptions in LVMC 6.02.070(E)(1) - (4) do not apply, or a license that is subject to the provisions of LVMC Chapter 6.06, the Director, not more than thirty calendar days after receipt of an application for a license, shall approve with or without conditions, deny or take such other action with respect to such application as the Director considers appropriate. The Director may consult with other City departments and agencies with jurisdiction in order to determine what action is appropriate. In the event that any other department or agency that the Director consults regarding an application is unable to complete its review thereof in time for the Director to comply with such thirty-calendar-day requirement, the Director shall issue a temporary license as provided in LVMC 6.02.070. The Director may:

(1) Deny an applicant a license if:

(a) The application is incomplete or the application or supplemental application information furnished pursuant to the written request of the Director contains false, misleading or fraudulent statements with respect to any information that is required in the application;

(b) The applicant, prospective licensee or any of its principals fails to satisfy any qualification or requirement that is imposed by this Code, or other local, State or Federal law or regulation that pertains to the particular license or approval for suitability which is sought;

(c) The applicant, prospective licensee or any of its principals resides in the United States illegally;

(d) The applicant, prospective licensee or any of its principals is engaged in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such applicant or any of its principals knew that one was required or under such circumstances that they reasonably should have known one was required;

(e) The applicant, prospective licensee or any of its principals has been subject, in any jurisdiction, to disciplinary action of any kind with respect to a license, an approval for suitability, a permit or a work card to the extent that such disciplinary action reflects upon the qualification, acceptability or fitness of the applicant, prospective licensee or any of its principals;

(f) The applicant, prospective licensee or any of its principals has been convicted of an act that constitutes a crime which involves moral turpitude or involves any local, State or Federal law or regulation which relates to the same or a similar business, or has been convicted of having solicited, encouraged, caused or procured another to commit such a violation[;]. For purposes of this Paragraph, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; the sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in NRS 179D.097;

(g) The applicant, prospective licensee or any of its principals has been convicted of having perpetrated, or solicited, encouraged, caused or procured another to perpetrate, deceptive practices upon the public;

(h) The applicant, prospective licensee or any of its principals suffers from a legal disability under the laws of the State;

(i) The premises on which the business is proposed to be conducted, or the business activity proposed to be conducted, do not satisfy local, State or Federal laws or regulations which pertain to the premises or to the activity that is proposed to be engaged in;

(j) The proposed business activity constitutes, promotes, fosters, aids or otherwise enables a private nuisance, public nuisance or chronic nuisance; or

(k) The required license [fee has] fees have not been paid in advance.

(2) Decline to renew a license if:

(a) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card

when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;

(b) The licensee, any of its principals, or their employees or those acting on their behalf, have been subject, in any jurisdiction, to disciplinary action of any kind with respect to a license, an approval for suitability, a permit or a work card to the extent that such disciplinary action reflects upon the qualification, acceptability or fitness of such licensee or any principal;

(c) The licensee, any of its principals, or their employees or those acting on their behalf, have been convicted of an act that constitutes a crime which involves moral turpitude or involves any local, State or Federal law or regulation which relates to the same or a similar business, or have been convicted of having solicited, encouraged, caused or procured another to commit such a violation;

(d) The licensee, any of its principals, or their employees or those acting on their behalf, violate a condition which is imposed upon the license;

(e) The licensee, any of its principals, or their employees or those acting on their behalf, have been convicted of having perpetrated deceptive practices upon the public;

(f) The licensee or any of its principals suffers from a legal disability under the laws of the State;

(g) The premises on which the business is conducted do not satisfy local, state or federal laws or regulations which pertain to the activity which is actually engaged in;

(h) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance; or

(i) The required license [fee] fees for the next license period [has] have not been paid in advance.

(B) In order to decline renewal of a license pursuant to Paragraph (2) of Subsection (A) of this Section, the Director must first:

(1) Obtain the written approval of the City Attorney's Office; and

(2) Mail or deliver to the licensee, at least twenty-one days before the licensing period expires, written notice of the nonrenewal, including a generalized statement of the reasons therefor. A failure by the City Attorney's Office to respond within three business days to a request for approval under this Subsection shall be deemed an approval thereunder.

(C) The Director shall base a decision to deny, revoke, suspend or fail to renew any license sought or obtained under this Chapter upon the objective criteria set forth in Subsection (A) and not upon a desire or need to suppress or censor expressive material, or to address conduct that does not constitute or aid and abet criminal conduct or activity or other conduct harmful to the public health, safety, welfare, morals and peace.

SECTION 8: Title 6, Chapter 2, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.100: Upon final approval of a new license application or license renewal and upon payment of all required fees, [and taxes,] the Director shall issue a permanent license. The license shall specify the classification of the license, the premises where the business is allowed, [and] the name of the licensee[.], and such other information as determined by the Director.

SECTION 9: Title 6, Chapter 2, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.110: [Except as otherwise provided in Section 6.02.070 with respect to a temporary business license, any person aggrieved by a decision of the Director denying or refusing to renew a license or denying, revoking or suspending a permit may appeal that decision within thirty days to the City Council by filing written notice of appeal with the Department. The City Council shall hear the applicant at the next regularly scheduled meeting following the expiration of ten days after the applicant filed a notice of appeal.]

(A) Except as otherwise provided in Subsections (B) and (C) of this Section, or in Section 6.02.070 with respect to a temporary license, any person aggrieved by a decision of the

Director denying or suspending a license, refusing to renew a license, or denying, revoking or suspending a permit may appeal that decision within ten days to the City Manager by filing written notice of appeal with the Department. Such notice must be received by the Department by five o'clock p.m. on the tenth day following service of notice of the Director's decision upon the applicant, licensee, its principal or resident agent at the address or addresses listed in the license application. Unless the City Manager finds good cause for a delay of up to ten additional days, the City Manager shall hear the appeal and render a decision within ten days after the date the appeal is received by the City Manager. It is the appellant's burden to present to the City Manager any and all facts and mitigating circumstances in support of the appeal.

(B) In the event the Director's action to deny or suspend a license; refuse to renew a license; or deny, revoke or suspend a permit is based upon the fact that the business activity to be engaged in would be in violation of Federal or State law, no administrative appeal shall be available.

(C) The City Manager may designate another person, including a independent hearing officer, to hear appeals under Subsection (A) of this Section, in which case the provisions of that Subsection pertaining to appeals shall apply to such designee.

SECTION 10: Title 6, Chapter 2, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.160: (A) Unless specifically provided otherwise, all license [taxes] fees imposed by this Title shall be for a semiannual period and shall be billed by the Department accordingly.

(B) A licensee is responsible for the payment of all applicable license fees, administrative fees, service charges, penalties and interest imposed pursuant to this Title.

SECTION 11: Title 6, Chapter 2, Section 190, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.190: (A) In the event there is an underpayment for the first licensing period because of a discrepancy between the actual and estimated gross sales, the balance of the fee shall be paid before the renewal of the license for any subsequent period. Until such deficiency is paid, the licensee shall not be issued a new license or renewal of an existing license for any other business.

(B) In the event of overpayment of the license fee for [the first] a semiannual license

period, other than the first semiannual fee paid pursuant to Subsection (B) of LVMC 6.02.180, the amount overpaid shall be credited toward the license fee owed for the succeeding licensing period.

(C) If an audit during the first period of operation indicates that the gross sales of the business will substantially exceed the minimum fee determined under LVMC 6.02.180, the Director may require the immediate payment of an additional amount to reflect the estimated sales for such period.

(D) With respect to calculating the fee for the second semiannual period and all periods thereafter, the licensee shall certify the amount of gross sales made during the last preceding semiannual period, which shall be used as the basis for the license fee for the next licensing period.

SECTION 12: Title 6, Chapter 2, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.200: (A) In the event there is an underpayment for any licensing period because of a discrepancy between actual and declared gross sales, the balance of the fee shall be paid before the renewal of a license for any subsequent period. In addition, the licensee [making such underpayment declaration] shall be assessed [a penalty and interest as provided in this Section on the deficiency which shall] regarding the deficiency a penalty and interest, as provided in this Section. Except as otherwise provided in Subsection (E), the deficiency and accompanying penalty and interest must be paid before the renewal of a license for any subsequent period.

(B) In the event the underpayment is discovered by the first audit of the business after the first licensing period, the penalty shall be an amount equal to thirty-five percent of the delinquency.

(C) In the event the underpayment is discovered by the second or any subsequent audit of the business after the first licensing period, the penalty shall be an amount equal to seventy percent of the delinquency.

(D) Interest on the amount of such delinquency shall be one and one-half percent per month from the date when such [tax] fee became due and payable until the date when paid.

(E) If an audit of a licensee's records shows that the licensee, as a result of underpayment, owes more than one thousand dollars in license fees, the Director shall have the

discretion to approve a payment plan based on a demonstration of hardship by the licensee. In connection with such a payment plan, the Director is authorized to renew a license that otherwise would not be renewed by reason of the nonpayment of license fees.

SECTION 13: Title 6, Chapter 2, Section 220, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.220: It is unlawful for any licensee required to pay a license [tax] fee on the basis of gross sales to make a material and intentional underdeclaration of gross sales for any licensing period to the Director. In determining materiality, the fact that the underdeclaration places the licensee in a lower fee bracket shall be considered one of the major determining factors.

SECTION 14: Title 6, Chapter 2, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 225, reading as follows:

6.02.225: (A) With respect to fixed incremental license fee categories described in Chapter 6.04, in the event there is an underpayment by a licensee because of a discrepancy between the actual and declared basis for the incremental fee, the balance of the fee shall be paid before the renewal of a license for any subsequent period. In addition, the licensee shall be assessed regarding the deficiency a penalty and interest, as provided in this Section. Except as otherwise provided in Subsection (E), the deficiency and accompanying penalty and interest amounts must be paid before the renewal of a license for any subsequent period.

(B) In the event the underpayment is discovered by the first audit of the business after the first licensing period, the penalty shall be an amount equal to thirty-five percent of the delinquency.

(C) In the event the underpayment is discovered by the second or any subsequent audit of the business after the first licensing period, the penalty shall be an amount equal to seventy percent of the delinquency.

(D) Interest on the amount of such delinquency shall be one and one-half percent per month from the date when such fee became due and payable until the date when paid.

(E) If an audit of a licensee's records shows that the licensee, as a result of

underpayment, owes more than one thousand dollars in license fees, the Director shall have the discretion to approve a payment plan based on a demonstration of hardship by the licensee. In connection with such a payment plan, the Director is authorized to renew a license that otherwise would not be renewed by reason of the nonpayment of license fees.

SECTION 15: Title 6, Chapter 2, Section 240, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.240: (A) Prior to the due date of the next licensing period, the Director shall cause a notice to be mailed to each licensee setting forth the amount of the license [tax] fee owed for the next license period; provided, however, that the failure of a licensee to receive actual notice does not affect the obligation to pay the license [tax.] fee.

(B) The due date shall be the first day of the first month of a licensing period.

SECTION 16: Title 6, Chapter 2, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.250: (A) All license fees other than [gambling and liquor] gaming and alcoholic beverage license fees shall become delinquent if not received within fifteen days after the due date. If full payment is not made within fifteen days after the due date, fifteen percent of the entire license fee shall be assessed as a penalty, payable in addition to the license fee; provided, however, if the fifteenth day following the due date is a [Saturday, Sunday or holiday,] day that the principal offices of the City are not open to the public, the penalty must not be assessed if the license fee is received before five p.m. of the next day [which is not a Saturday, Sunday or holiday.] on which the principal offices of the City are open to the public. Assessed penalty charges are due on or before the thirtieth day after the license fee due date.

(B) All licenses for which fees and assessed penalty charges have not been paid within [thirty] sixty days after the license fee due date [may be] are deemed expired [by the Director and, if so deemed,] and shall not be reinstated until the license fees, assessed penalty charges and a reinstatement fee of fifty dollars have been paid. A license is eligible for reinstatement only within the six-month period following its expiration.

(C) The Director may refer any delinquent license fees and assessed penalty charges

to a collection agency for collection if they have not been paid within [thirty] sixty days after the license fee due date. The Director may do likewise regarding any service charges and administrative fees that have been assessed pursuant to LVMC [6.02.020(7)] 6.02.020(B)(7) and have not been paid in a timely manner.

(D) As a condition of reinstatement of a license deemed expired pursuant to Subsection (B) of this Section, the licensee shall, in addition to payment of any outstanding license fees, penalty charges, service charges, administrative fees, and reinstatement fees, reimburse the City for any expenses it has incurred as a result of referring the licensee's delinquent license fees and assessed penalty charges to a collection agency.

SECTION 17: Title 6, Chapter 2, Section 260, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.260: Any license [tax] fee imposed by this Code shall be deemed a debt due the City payable by any person who commences, carries on, engages in, or conducts any business, for which a license is required. Such person shall be liable in a civil action to the City in any court of competent jurisdiction for the recovery of the amount of license [tax,] fee, penalties and interest imposed by this Code, and for the costs of suit and reasonable attorney's fees.

SECTION 18: Title 6, Chapter 2, Section 310, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.310: A person licensed to do business under this Title shall report to the Director on forms provided by the Department any proposed change in business name from that designated in the original business license application prior to such change, and shall pay the change of name processing fee required by LVMC 6.02.085 upon the filing of such report. The report must be filed at least fifteen days before the licensee takes any step to implement the change, including without limitation the filing of a fictitious name certificate regarding the new name, or the use of the name in advertising or in the conduct of business.

SECTION 19: Title 6, Chapter 2, Section 330, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.330: A licensee may be subject to disciplinary action by the City Council for good cause,

which may, without limitation, the following:

(A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such [a] person knew that one was required or under such circumstances that [they] such person reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;

(B) The licensee or any of its principals has been subject, in any jurisdiction, to disciplinary action of any kind with respect to a license, an approval for suitability, a permit or a work card to the extent that such disciplinary action reflects upon the qualification, acceptability or fitness of such licensee or principal;

(C) The licensee or any of its principals has been convicted of an act [which] that constitutes a crime which involves moral turpitude or involves any local, state or federal law or regulation which relates to the same or a similar business, or has been convicted of having solicited, encouraged, caused or procured another to commit such a violation[;]. For purposes of this Subsection, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; th0e sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in NRS 179D.097;

(D) The licensee or any of its principals, or their employees or those acting on their behalf, violate a condition which is imposed upon the license;

(E) The licensee or any of its principals has been convicted of having perpetrated, or has solicited, encouraged, caused or procured another to perpetrate, deceptive practices upon the public;

(F) The licensee or any of its principals suffers from a legal disability under the laws of the State;

(G) The premises on which the business is conducted do not satisfy local, state or federal law or regulations which pertain to the activity which is actually engaged in;

(H) The business activity constitutes, promotes, causes, allows, fosters, aids, or

otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance; or

(I) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code.

SECTION 20: Title 6, Chapter 2, Section 370, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.370: The doing of any act for which a license is required or the violation of any provision of this Title is declared to be unlawful. In addition, any such act or violation, [and] if harmful to the safety, welfare, health, or peace [and morals] of the residents and taxpayers of the City, [and] constitutes a public nuisance per se, unless such act is done by a person who is authorized to do so by a license issued pursuant to this Title.

SECTION 21: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 22: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 23: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 9-26-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-36
(Updates Chapter 6.02 of the Municipal Code relating to business licensing generally)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-36, that will update Chapter 6.02 of the Municipal Code relating to business licensing generally.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to seven area chambers of commerce. No responses were received.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Limits license reinstatements

Beneficial effects:

More clarity in regulations, additional flexibility provided regarding repayment of delinquent taxes identified by audit, and the addition of a capability to issue multi-jurisdictional licenses

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: September 26, 2011

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-37 – Amends the business licensing provisions to adjust the regulatory and fee provisions that apply to certain professional businesses and employees of such businesses. Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill provides clarification regarding the license fee-related obligations of certain professional businesses and their employees and agents, in particular, those pertaining to real estate brokers, real estate salespersons, and property managers. The clarification takes into account the requirements and limitations of State law on the subject, as well as the types of business arrangements used by those types of professional businesses.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2011-37
2. Business Impact Statement

BILL NO. 2011-37

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE BUSINESS LICENSING PROVISIONS TO ADJUST THE REGULATORY AND FEE PROVISIONS THAT APPLY TO CERTAIN PROFESSIONAL BUSINESSES AND EMPLOYEES OF SUCH BUSINESSES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Amends the business licensing provisions to adjust the regulatory and fee provisions that apply to certain professional businesses and employees of such businesses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.010: Unless the context otherwise requires, the scope of all words in this Title shall be liberally construed in order to effectuate the purposes of this Title. In particular, the following words shall have the meaning ascribed to them as follows:

"Applicant" means any person who has applied for a City business license, approval of suitability, work card or any permit.

"Business" means any business, commercial enterprise, trade, occupation, calling, profession, vocation or activity engaged in, conducted, carried on, advertised or marketed, by any person, his agent or employee for the purpose of gain, benefit or advantage, either direct or indirect.

"Department" means the Department of [Finance and Business Services.] Planning.

"Director" means the Director of the Department of [Finance and Business Services] Planning and those persons authorized [by him] to act in [his] the Director's behalf.

"Employee" means any person who performs services for another for hire, salary, wages or any other kind of compensation, whether or not the services are casual, temporary or permanent, and whether or not the contract of service is express or implied, oral or written.

"Establishment" means any business conducted in or upon any premises, and includes any buildings, improvements, equipment and facilities used or maintained in connection with such

business.

"Governmental entity" means an entity of Federal, State or local government whose activities are exempt from Federal income taxation.

"Gross sales/gross revenues," as used in connection with the determination of license [taxes,] fees, means the total amount of the sale price of all goods sold, the total amount charged or received for the performance of any act, service or employment, of whatever nature it may be, whether or not such service, act or employment is performed as part of or in connection with the sale of goods, wares or merchandise for which a charge is made or credit allowed, including all receipts, cash, credits or property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property sold, cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever.

(A) The term gross sales/gross revenue shall not include:

(1) Cash discounts which are allowed or taken on sales/revenue;

(2) Over-allowance on trade-ins of used merchandise, cars or goods which are received in trade for the purchase of new merchandise, cars or goods. For purposes of this definition, "over-allowance" means the amount which is allowed on any trade-in which is in excess of the actual sale price of the trade-in by the dealer, whether that sale is wholesale, retail or at auction. In order for a dealer of new merchandise, cars or goods to substantiate deductions for over-allowances, a separate general ledger account must be maintained which accumulates the total over-allowances. This account must be supported by a cash receipt journal or similar journal which summarizes the daily transactions. Each daily entry must be supported by the original contract which clearly substantiates the difference between the actual sales price and the allowance which is given to the customer on the trade-in;

(3) Inventory transfers between dealers of new merchandise, cars or goods and their wholly owned leasing companies, wherein no profit is involved. In order for a dealer of new merchandise, cars or goods to substantiate deductions for inventory transfers, a separate account must

be maintained in the general ledger for all merchandise, cars or goods which are transferred to its wholly owned leasing company. These transactions must be traceable to a cash receipt journal or similar journal which summarizes daily transactions. Each daily entry must be supported by paperwork which legally transfers the new merchandise, car or goods to the leasing company;

(4) Any tax on fuel or retail sales that is collected by the seller; and

(5) Any charge between a purchaser and seller where, at the time a license fee is due, the purchaser and seller are related entities as defined in Section 267 of the Internal Revenue Code.

"Health District" means the Southern Nevada Health District.

"License" means permission granted by the licensing authority to engage in the business for which the license is issued[.], which permission typically is evidenced by a written document.

"Licensee" means any person to whom a valid license has been issued pursuant to this Title.

"License fee" [or "license tax"] means any money required by law to be paid to obtain, renew or maintain a license.

"Metro" means the Las Vegas Metropolitan Police Department.

"Person" includes any association, corporation, firm, partnership, trust or other form of business or social association or organization, as well as a natural person and the estate of a natural person.

"Personal representative" means any person authorized to act on behalf of the estate of a natural person.

"Premises" means land together with all buildings, appurtenances, improvements, parking areas and personal property located thereon.

"Principal" means:

(A) Any person who is an officer, director, trustee, personal representative or general partner or who has an ownership interest in or voting control of the business equal to or greater than ten percent of the entire ownership of voting control of such business. If the ownership interest or voting control is held by a person other than an individual, then each officer, director, trustee, personal representative or general partner of such person is a principal;

(B) Any person who is or will be directly engaged in the administration or supervision of the business; and

(C) Any other person if, in the Director's opinion, the person exercises, or is capable of exercising, significant influence over the business.

"Professional" means a person who:

(A) Holds a license, certificate, registration, permit or similar type of authorization issued by a State regulatory body as defined in NRS 622.060, or who is regulated pursuant to the Nevada Supreme Court Rules; and

(B) Practices his or her profession for any type of compensation as an employee[.] of a professional business. The term ["employee"] "employee of a professional business," for the purposes of this definition, includes an owner, sole proprietor, member, partner or associate of a professional business[.], but does not include a person who, under a contractual arrangement with a professional business, provides services for or in association with that business as an independent contractor.

"Professional business" means a business which:

(A) Holds itself out as offering services regarding one or more of the professions regulated by a State regulatory body as defined in NRS 622.060 or by Nevada Supreme Court Rules; and

(B) [Employs one or more professionals to provide] Provides such services[.] through the business's principals, professionals, or others qualified under State law or Nevada Supreme Court Rules to provide such services.

For purposes of licensing and the payment of business license fees, the term includes the business activities of a person who provides or offers to provide such services in association with, and by means of an independent contractor relationship with, another professional business providing those services.

"Valid unexpired license" means a license that has not been suspended or revoked before its expiration date.

SECTION 2: Title 6, Chapter 4, Section 65, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.065: (A) Unless otherwise provided in this Chapter, each professional business located in the City shall pay an annual business license fee, based on the number of professionals it employs, at the rate of two hundred dollars for the first professional and one hundred [and] fifty dollars for each additional professional. [For administrative purposes, the City may opt to bill for these business license fees on a semiannual basis.]

(B) Each professional business located outside of the City and which does business in the City shall pay an annual business license fee of two hundred dollars.

(C) Each professional business that consists of an individual who meets the following criteria shall pay an annual business license fee of one hundred fifty dollars:

(1) Acts as a real estate salesperson, property manager, or both under NRS Chapter 645;

(2) Does business in the City or works out of a location within the City; and

(3) Is associated with a real estate broker licensed under NRS Chapter 645 by means of an independent contractor relationship.

[(C)] (D) In accordance with Section 6.04.005, each professional business shall pay a semiannual business license fee based on its gross sales of products or services within the City not related to or required in the performance of professional services.

[(D)] (E) Each professional business shall pay whichever is greater, an annual license fee sed on its gross revenue or a license fee based on a flat amount per professional [employee] pursuant to Subsection (A) of this Section if there are more than one hundred [professional employees] professionals working for the professional business.

SECTION 3: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 64, consisting of Section 10 thereof, reading as follows:

6.64.010: Each professional business that offers or provides real estate brokerage, real estate sales, or property management services within the City through one or more independent contractors shall be responsible for ensuring that each such independent contractor is properly licensed with the

City. Failure to ensure such licensing shall subject the license of the professional business to disciplinary action, in addition to any other remedy available to the City. The Director may also impose a fine on the professional business in the amount of three hundred dollars for each independent contractor that is not properly licensed by the City, which fine can be reimposed annually until compliance is achieved. The imposition of such a fine may be appealed to the City Manager or a designee, which may include an independent hearing examiner that may be appointed for the purpose of such appeals.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 9-26-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-37
(Amends the business licensing provisions to adjust the regulatory and fee provisions that apply to certain professional businesses and employees of such businesses)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-37, that will amend the business licensing provisions to adjust the regulatory and fee provisions that apply to certain professional businesses and employees of such businesses.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Notice of the proposed ordinance was mailed to approximately 1900 licensees in the real estate and property management categories. Three responses were received objecting to the fee provisions of the bill. A favorable response was received from the Greater Las Vegas Association of Realtors

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

The bill will require affirmative action on the part of certain professional businesses and professional employees to help facilitate proper licensing and the payment of license fees

Beneficial effects:

The ordinance is clarifying and will help with understanding and compliance. Additionally, some professional businesses will have a lower fee than exists currently

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable. The proposed ordinance will not increase fees and will decrease fees in some

cases. The objection of some licensees to the fee provisions of the bill results from the fact that a good number of persons who should be licensed and should have been paying fees in the past have not come in for licensing and have not been paying fees. The clarifying language of the ordinance and the resulting enforcement hopefully will result in greater compliance, but the ordinance itself does not increase or impose fees that have not already been in effect

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: September 26, 2011

City of Las Vegas Agenda Item No.: **61.**

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

City of Las Vegas Agenda Item No.: **62.**

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

City of Las Vegas Agenda Item No.: **63.**

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

City of Las Vegas

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.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Devin S. Smith
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 – Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 6-22-11

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 3156 Mediterranean Dr

Parcel Number: 163-08-814-001

Applicant's Address/Contact Information:
Name: Mark Hostetler-Representative for Fannie Mae
(please check the following the applies)
☐ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)* _____
Street Address/PO Box: 8275 S Eastern Ave Ste 200
City: Las Vegas State: NV Zip Code: 89123
Phone No: 702-914-0925 E-mail: rea@welcomehomenevada.com Fax No: 702-938-1047

Property Owner's Address/Contact Information: (if different from applicant):
Name: Fannie Mae
Street Address/PO Box: 1000 Technology Dr Ste 314
City: O Fallon State: MO Zip Code: 63368-2239
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 42124.61

Amount requested to be considered for waiving and/or reduced? $ 42124.61

Signature of Applicant: _____ WHN-Realty Date: 6-22-11

Signature of Owner: _____ Date: 6-27-11

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

This property is bank owned. Violations and penalties were accrued prior to Fannie Mae being able to take complete possession of the property.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Fannie Mae has now taken full possession of this property and it was assigned to our office on 03-18-11. Since this time, Fannie mae has fully secured, cleaned, and renovated this home hereby removing all nuisances and enhancing its contribution to the nieghborhood.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

All nuisances have been removed and the property renovated. Fannie Mae requests the removal of all fines and liens totaling $42,124.61. Again, these items were remedied once Fannie Mae took full possession of this property.

3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN//DURANGO

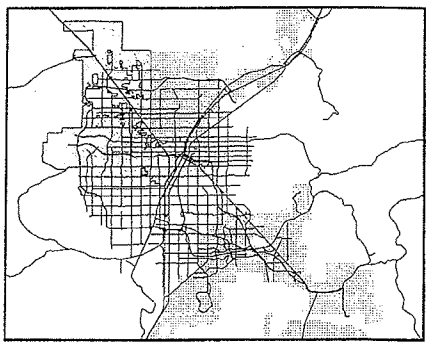
City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

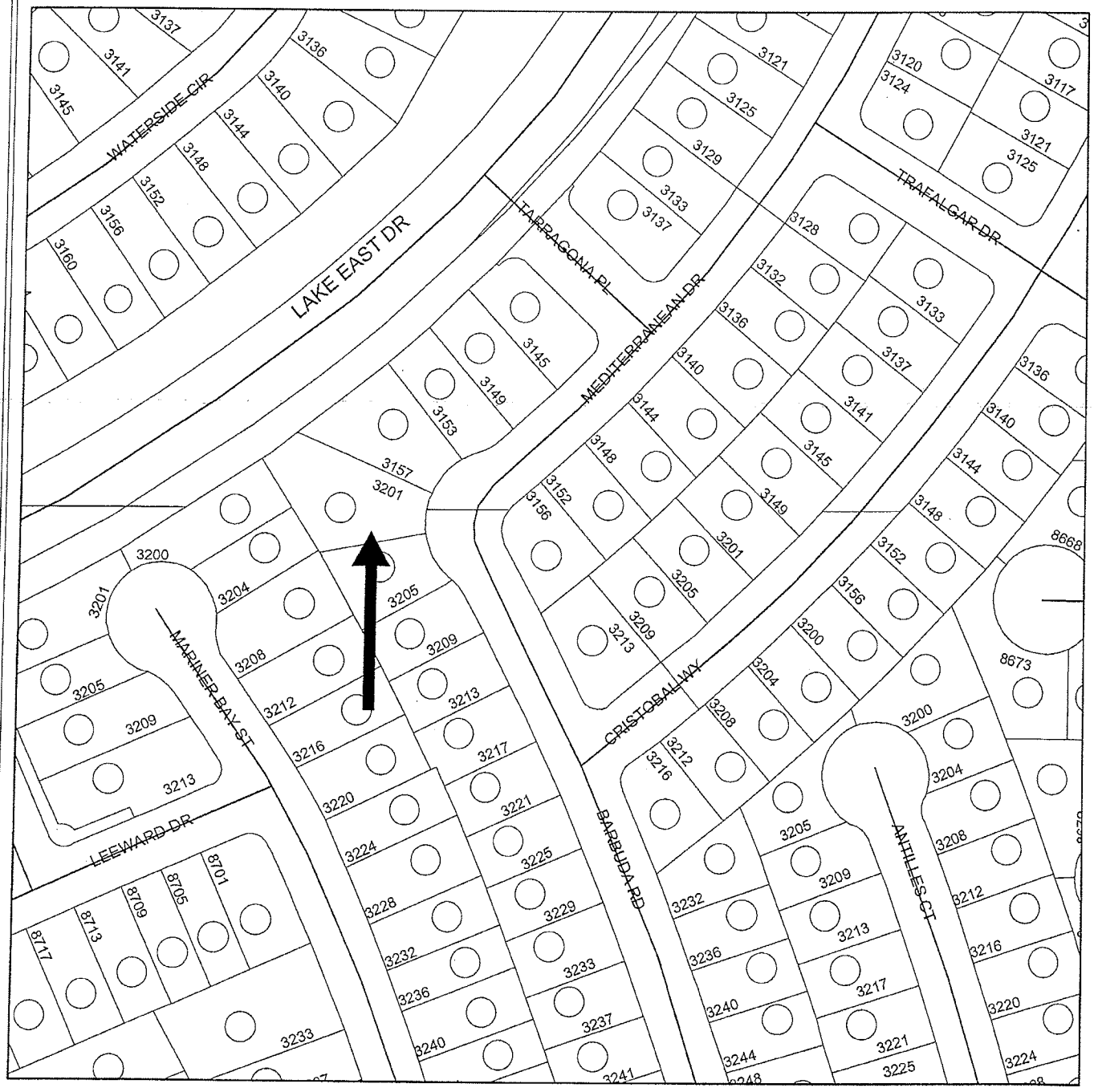
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



3156 MEDITERRANEAN DRIVE
CROSS STREETS - DESERT INN//DURANGO

City of Las Vegas Vicinity Map



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Hard Costs:	Assessed	Paid	Outstanding
Abatement Costs:	$799.00		$799.00
Administrative Fee:	$119.85		$119.85
Inspection Fees	$1,020.00		$1,020.00
Late Fees:	$102.00		$102.00
First Year Boarding Certificate:			$0.00
Totals:	**$2,040.85**	$0.00	$2,040.85

Civil Penalties:			
Civil Penalties Assessed:	$1,950.00		$1,950.00
Daily Civil Penalties Assessed:	$38,050.00	$0.00	$38,050.00
Total Civil Penalties:	**$40,000.00**	$0.00	**$40,000.00**

Total Owed:	**$42,040.85**
Total Paid:	**$0.00**
Total Outstanding Fees/Fines Case #77750	**$42,040.85**

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
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RICKI Y. BARLOW
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ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

SEPTEMBER 21, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, SEPTEMBER 21, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **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

City of Las Vegas Agenda Item No.: **64.**

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

City of Las Vegas

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)

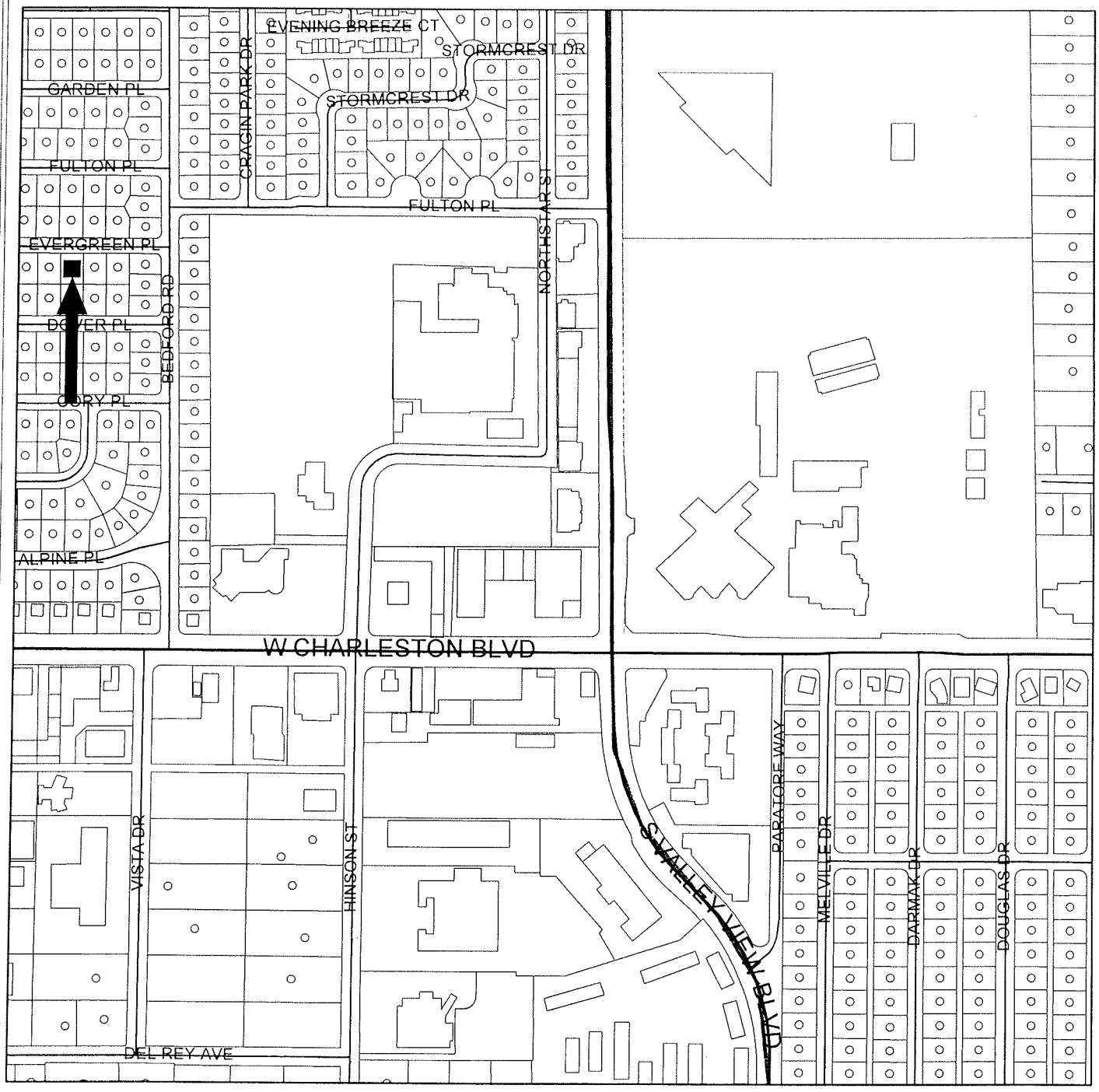
Weaver Construction completed work on August 19, 2011 at a cost of $650; $924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $1,671.50.

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



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Geographic Information System

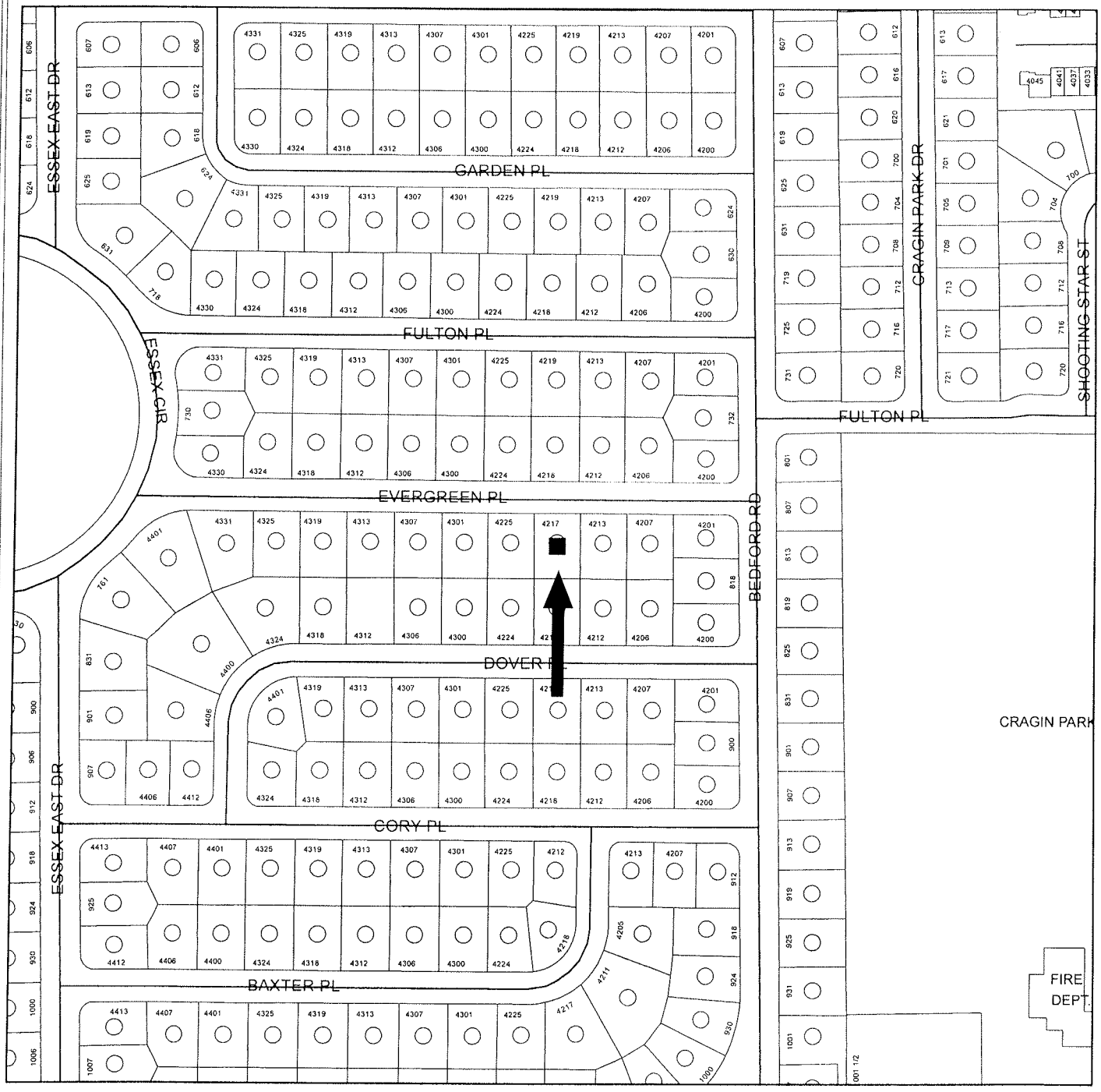
Planning & Development Dept

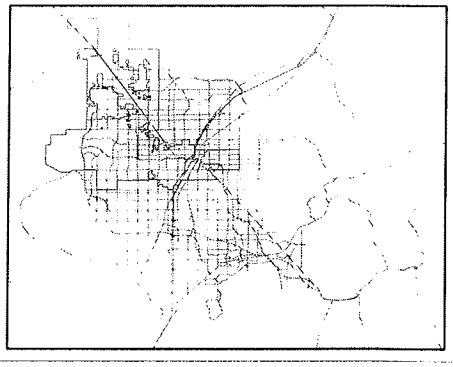
702-229-6301

PLANNING & DEVELOPMENT

4217 EVERGREEN PLACE
CROSS STREETS - CHARLESTON\\VALLEY VIEW

City of Las Vegas Vicinity Map





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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Vicki R. Ozuna, Acting Manager – Neighborhood Response Division

CC: File

Date: 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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

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MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, 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

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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

Violation Date **Status/Completed Date** **Location**
Comments

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	**ADMINSTRATIVE**
	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	**ADMINSTRATIVE**
	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	**ADMINSTRATIVE**	
	Recorded & scanned invoice received. File given to #21.	
August 31, 2011	**Insp#: 1173010**	
	21) ABATEMENT COMPLETED. CASE CLOSED	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
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:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
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:

Bid #	CONTRACTOR	REQUEST APPROVED	Requested Date:	New Bid Amount
		APPROVER		
	REASON			
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.

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 #101080

City of Las Vegas Agenda Item No.: **65.**

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

City of Las Vegas

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)

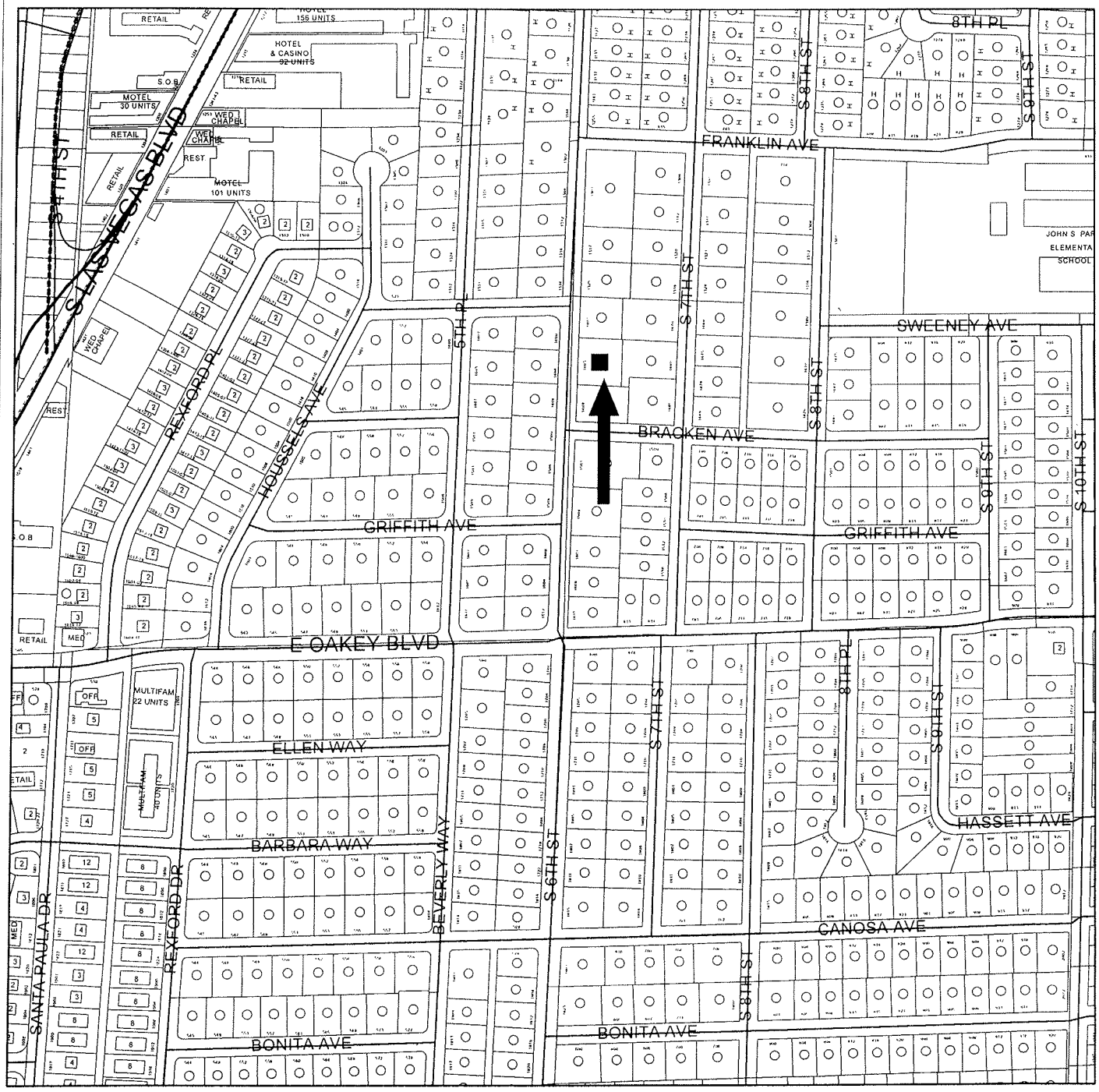
Weaver Construction completed work on July 18, 2011 at a cost of $500; $924 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $1,499.

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

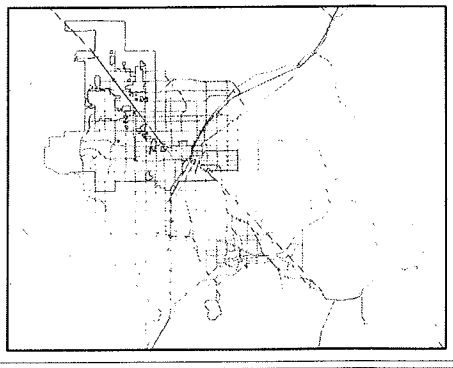


N

0 220 440 880 Feet

GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT



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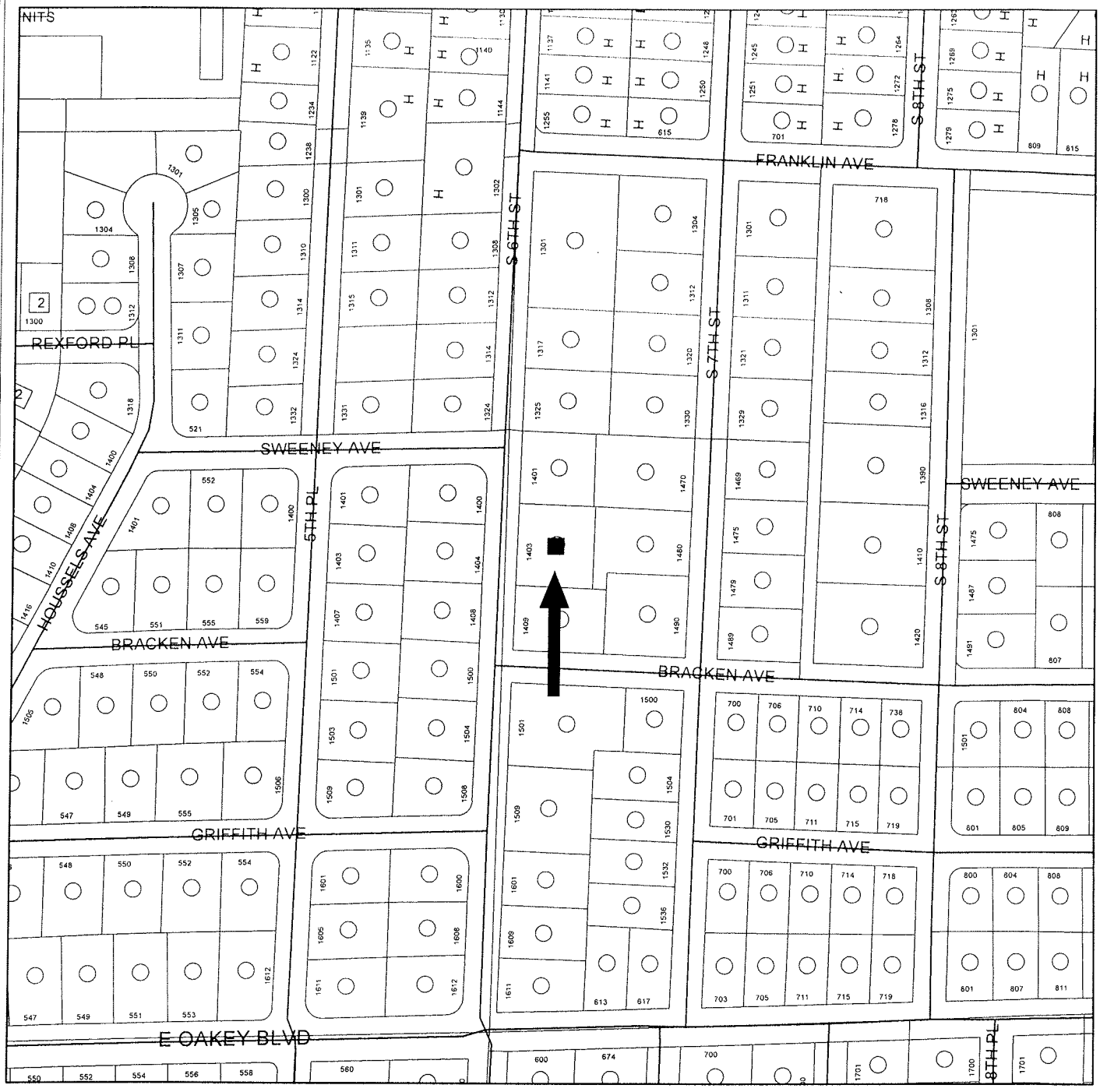
City of Las Vegas Vicinity Map



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702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: 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 6th 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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, 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

Violation Date	Status/Completed Date	Location
Comments		
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	**ADMINSTRATIVE**
	PO requested. Pending DSS approval.
July 07, 2011	**BID AWARDED TO CONTRACTOR**
	Bid awarded to Weaver. Award letter sent. Copy given to #21. Pending start date.
July 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- photsos in cc items file
July 25, 2011	**ADMINSTRATIVE**
	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	**ADMINSTRATIVE**
	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:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
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.

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 **$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)

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 #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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Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$43,000.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **October 5, 2011** ordered the above charges in the amount of **$43,000.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

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BEVERLY K. BRIDGES, MMC, City Clerk
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STATE OF NEVADA)
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BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #99181

City of Las Vegas Agenda Item No.: **66.**

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

City of Las Vegas

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)

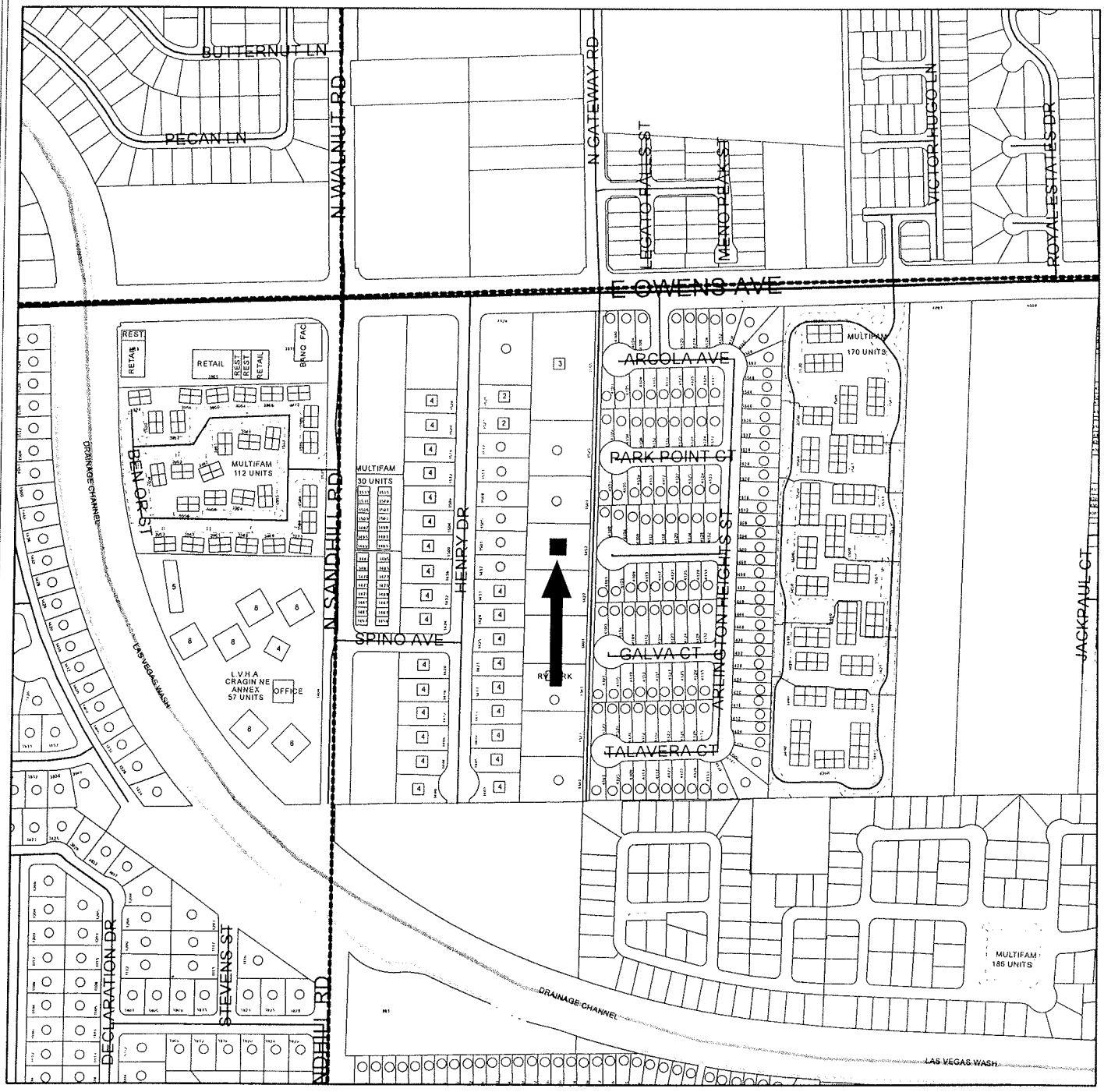
Blast Janitorial Services completed work on August 30, 2011 at a cost of $1,300; $528 in reinspection fees (including late fees); plus a 15% administrative fee for a total of $2,023.

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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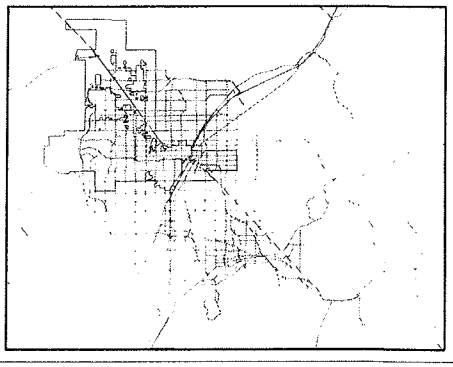
0 220 440 880 Feet



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PLANNING & DEVELOPMENT

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CROSS STREETS - OWENS//SANDHILL

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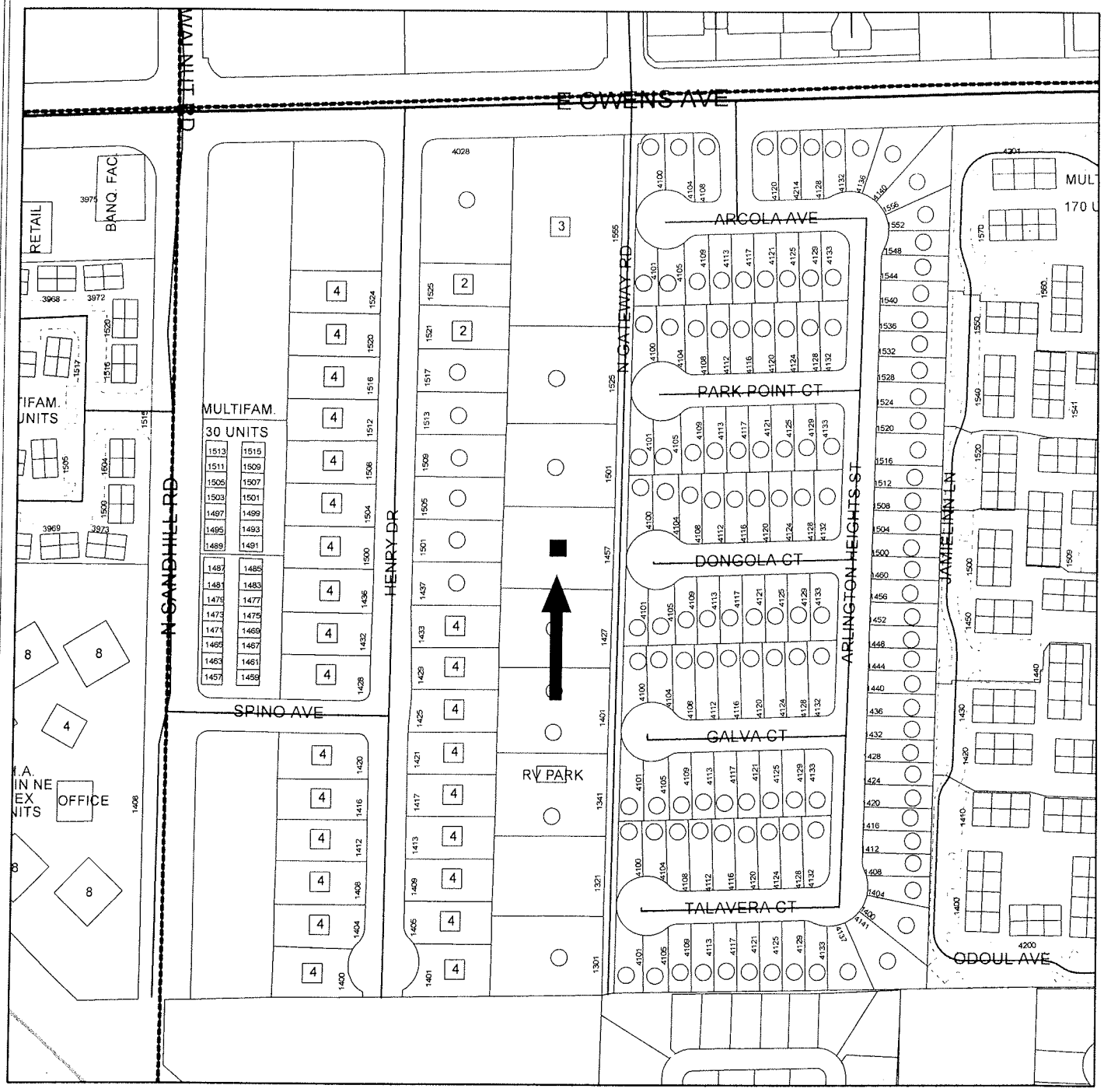

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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: 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	FIORELLA 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.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, 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: **FIORELLA 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

Violation Date	Status/Completed Date	Location
Comments		

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 vegeation, 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 vegeation, 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	**ADMINSTRATIVE**
	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	**ADMINSTRATIVE**
	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	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #21.	
August 30, 2011	**CITY COUNCIL AGENDA PREP**	
	21) refer to LD to place on CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
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:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
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: **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 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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333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #102223

City of Las Vegas Agenda Item No.: **67.**

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

City of Las Vegas

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 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)

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.

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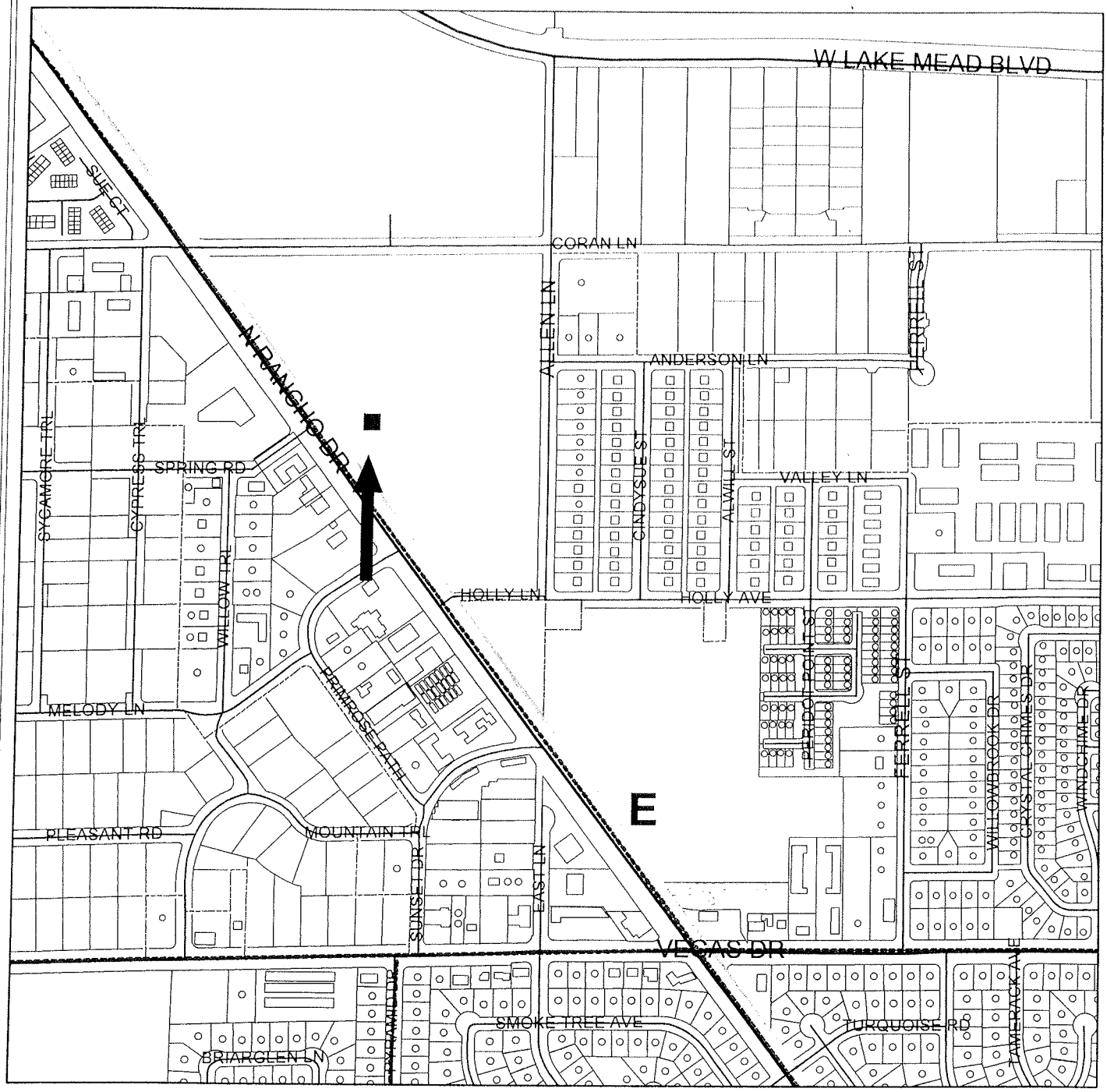
1792 NORTH RANCHO DRIVE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT

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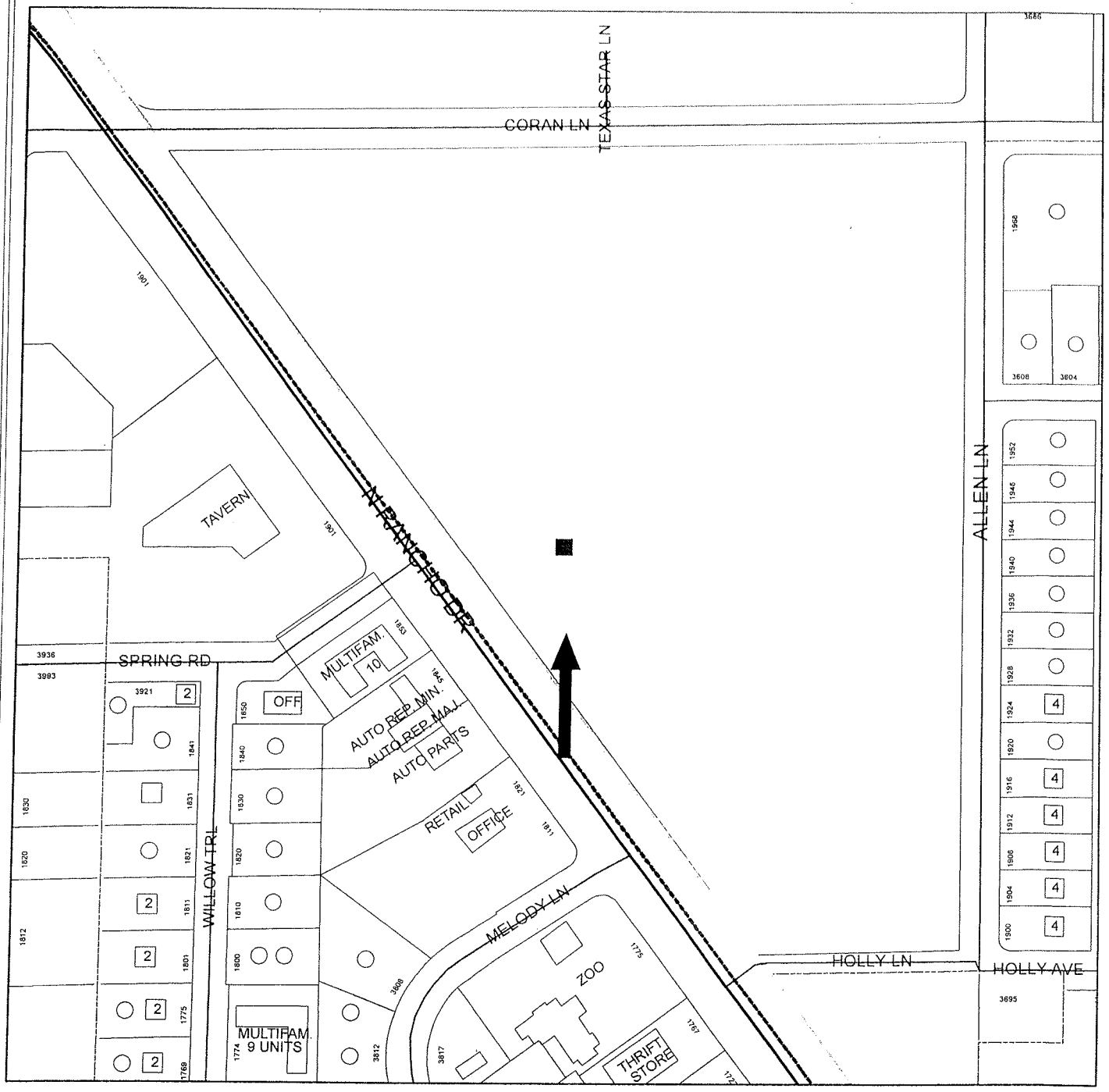
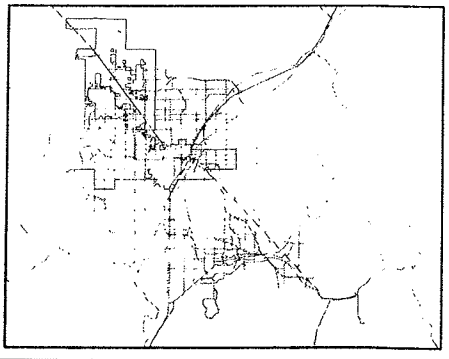


N

0 125 250 500 Feet



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PLANNING & DEVELOPMENT

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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

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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.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

OCTOBER 5, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, 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

Violation Date **Status/Completed Date** **Location**
Comments

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 treaspassers.
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, dilapitated 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 aroung the permiter 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 encampent and will be removing sections of fence that have fallen over. Encampment should be removed by tomorrow or Wendnesday. 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	**ADMINSTRATIVE**	
	Request to proceed with PO from DSS. Pending.	
May 24, 2011	**ADMINSTRATIVE**	
	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	**ADMINSTRATIVE**	
	Start date of June 6,2011.	
June 01, 2011	**VIDEO REQUEST**	
	Before video request given to #21	
June 02, 2011	**PRE-ABATEMENT VIDEO**	
	21)photos in cc items file video in f drive	
July 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	**ADMINSTRATIVE**	
	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:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	A	5/2/11

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

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	5/2/11

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.

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BEVERLY K. BRIDGES, MMC, City Clerk
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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.

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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 #96683

City of Las Vegas Agenda Item No.: **68.**

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.

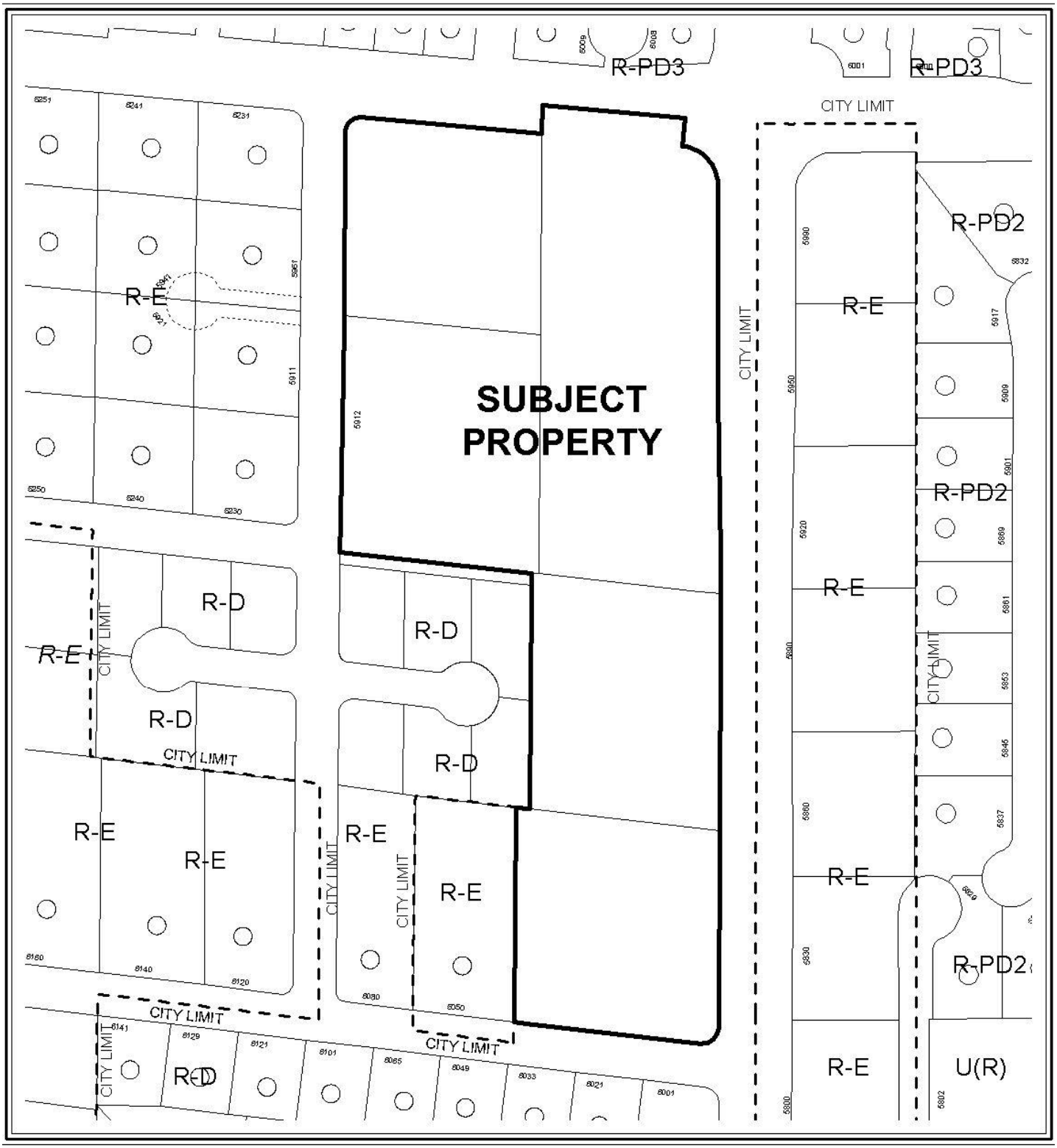
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - 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)

N

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)

N

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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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.

DS

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 **

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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/01/05	The City Council approved a request for a Petition to Annex (ANX-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.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

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.

Most Recent Change of Ownership	
12/29/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
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.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	14.29

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
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

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the 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

DS

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

RECEIVED
AUG 22 2011
City of Las Vegas
Department of Planning

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.

LINDA J. BODENSTEIN
COMM. #1795672
NOTARY PUBLIC • CALIFORNIA
Los Angeles County
Comm. Expires Apr 18, 2012

(Seal) Signature

RECEIVED
AUG 22 2011
City of Las Vegs
Department of Planning

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* _____

*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 _____, 20 _____.

California Jurat attached hereto

Notary Public in and for said County and State

RECEIVED
AUG 22 2011
City of Las Vegs
Department of Planning

FOR DEPARTMENT USE ONLY

Case #	EOT-42930
Meeting Date:	10-5-11
Total Fee:	300.00
Date Received:*	8-22-11
Received By:	JFriel

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

State of California
County of Los Angeles

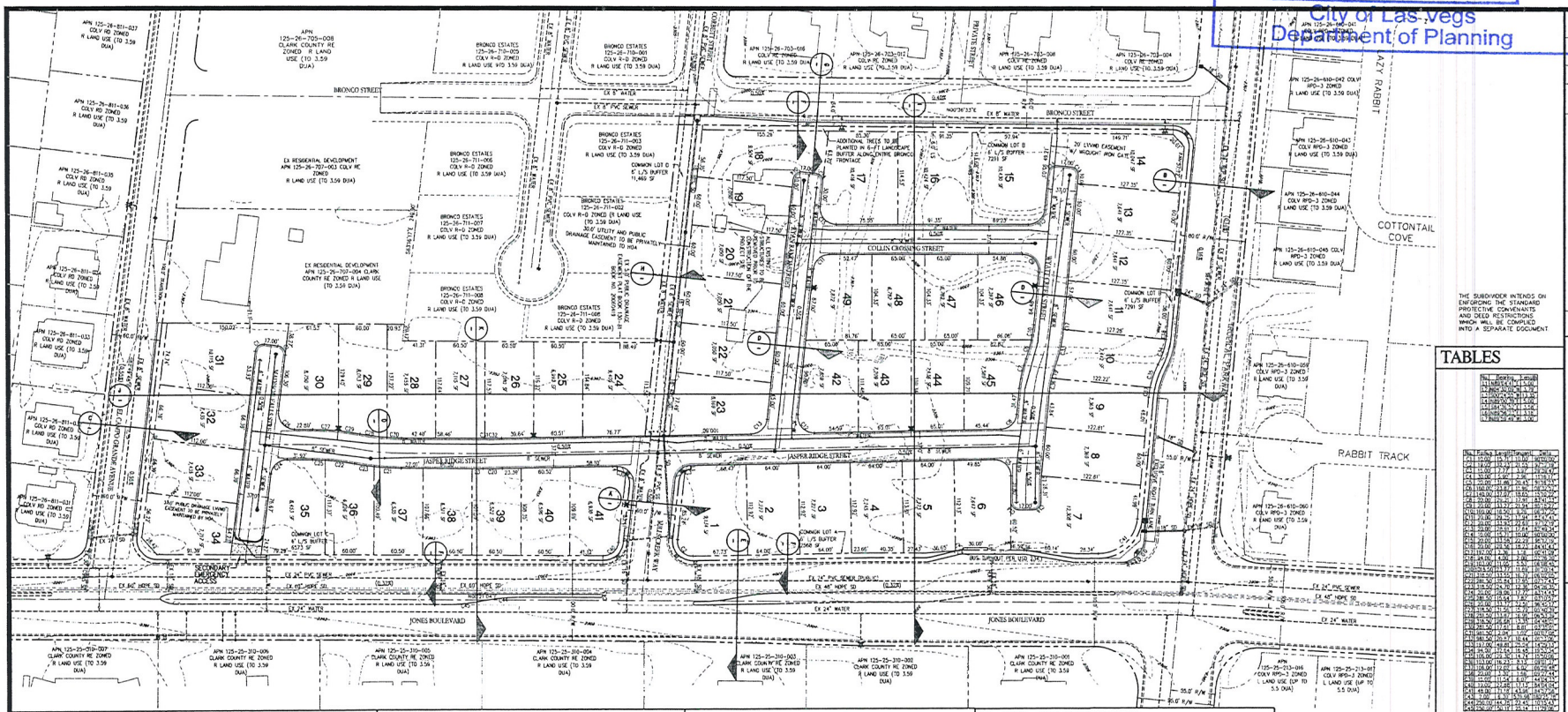
Subscribed and sworn to (or affirmed) before me on this 17th day of August, 2011, by Mark M. Hedstrom,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

LINDA J. BODENSTEIN
COMM. #1795672
NOTARY PUBLIC • CALIFORNIA
Los Angeles County
Comm. Expires Apr 18, 2012

(Seal) Signature

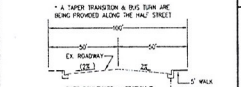
RECEIVED
AUG 22 2011
City of Las Vegs
Department of Planning

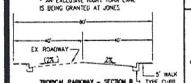
RECEIVED
AUG 22 2011
City of Las Vegas
Department of Planning

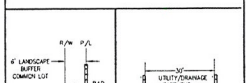


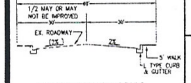
THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.

TABLES









SITE DATA

GROSS SITE AREA	14.29 ACRES
NET SITE AREA	10.90 ACRES (EXCLUDING ALL R.O.W.)
APN's FOR NORTH 10 ACRES	125-26-704-001, 002 & 003
APN's FOR SOUTH 5 ACRES	125-26-707-002 & 005
CURRENT ZONING	R-PD2
PROPOSED ZONING	R-PD3 (ZON-8926)
SETBACKS	
FRONT (SEE DETAIL)	18' GARAGE, 10' TO SIDE LOADED GARAGES & HOUSE ELEMENTS
SIDE	5' TO FOUNDATION (3' MIN TO ROOF EAVE)
SIDE CORNER	10'
REAR	15' MIN.
HEIGHT	35'
LOT COUNT	49 LOTS
GROSS DENSITY	3.43 UNITS PER ACRE
NET DENSITY	NOT APPLICABLE
COMMON LOTS	*EXTERIOR 6' BUFFERS ALONG ALL PUBLIC R/W's ONLY
OPEN SPACE REQUIRED	35,204 SF
COMMON OPEN SPACE PROVIDED	0 SF (VAR-6930)
AVERAGE LOT SIZE	7,993 SF
LARGEST LOT SIZE	12,308 SF
SMALLEST LOT SIZE	6,511 SF
PARKING REQUIRED	2 SPACES PER UNIT (98 TOTAL)
PARKING PROVIDED	98 WITHIN GARAGES PLUS DRIVEWAYS & BOTH SIDES OF STREETS

DEVELOPER/ SUBDIVIDER

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119
TEL: 263-8200
FAX: 263-8220

ENGINEER

TANEY ENGINEER COMPANY
1399 GALLERIA DR, SUITE #101
HENDERSON, NV 89014 TEL: 362-8844

OWNERS

APN's 125-26-704-001, 002, 003 & 125-26-707-002 & 005 (12 COMBINED ACRES)
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119

UTILITY COMPANIES

NEVADA POWER COMPANY
6226 W. SAHARA AVE. 367-5555

EMBARQ TELEPHONE COMPANY
330 S. VALLEY VIEW BLVD 244-7400

COX COMMUNICATIONS
121 S. MARTIN L. KING BLVD. 598-2100

SOUTHWEST GAS CORP.
4300 W. TROPICANA AVE. 365-2111

REPUBLIC SERVICES (SOLID WASTE DISPOSAL)
770 E. SAHARA AVE. 735-5151

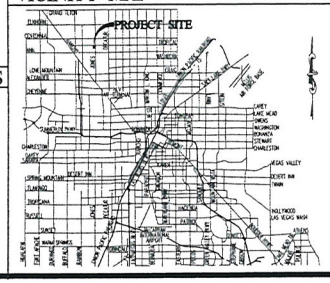
CITY OF LAS VEGAS (SEWER)
741 S. 4TH STREET 229-2180

LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD. 870-2011

LEGEND

RIGHT-OF-WAY
BOUNDARY LINE
PROPERTY LINE
CURB
STREET CENTERLINE
LOT NUMBER 1

VICINITY MAP



BASIS OF BEARING

NORTH 00°21'04" EAST, BEING THE EAST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

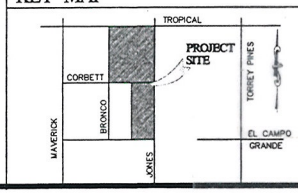
LEGAL DESCRIPTION

PORTIONS OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 60 EAST, MDM, CLARK COUNTY, NEVADA

NOTES

1. NO INTERIOR SIDEWALKS ARE PROPOSED. SETBACKS ARE FROM BACK OF INTERIOR CURB. A WAIVER OF OPEN SPACE HAS BEEN APPROVED PER VAR-6930. A VACATION OF CORBETT HAS BEEN APPROVED AND RECORDED PER VAC-8986.
2. ALL EXISTING STRUCTURES SHALL BE REMOVED PRIOR TO CONSTRUCTION
3. NO AREA SHALL BE RESERVED OR DEDICATED FOR PARKS, SCHOOLS, OR OTHER PUBLIC OR QUASI-PUBLIC USES.

KEY MAP



SCALE

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SEWER CONTRIBUTION

49 LOTS x 250 GPD/LOT = 12,250 GPD (AVERAGE)
49 LOTS x 250 GPD/LOT X 3.5 PEAK FACTOR = 42,875 GPD (PEAK)

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	RT	RIGHT
BC	BACK OF CURB	R/W	RIGHT-OF-WAY
BCR	BACK OF CURB RADIUS	SS	SANITARY SEWER
BVC	BEGINNING OF VERTICAL CURVE	SW	SIDEWALK
BM	BENCH MARK	STA	STATION
CATV	CABLE TELEVISION	SD	STORM DRAIN
CL	CENTERLINE	STD	STANDARD
COLC	CITY OF BOULDER CITY	TC	STREETLIGHT
CC	CLARK COUNTY	TOC	TOP OF CURB
CO	CLEAN OUT	TYP	TYPICAL
CY	CUBIC YARD	VERT	VERTICAL
DI	DROP INLET	VC	VERTICAL CURVE
DG	DESIGN GRADE	VG	VALLEY GUTTER
EP	EDGE OF PAVEMENT	WCP	WITH CED CLAY PIPE
EOC	END OF CURB	W	WATER
EVC	END OF VERTICAL CURVE	WM	WATER METER
EG	EXISTING GRADE		
FG	FINISH GRADE		
FF	FINISH FLOOR ELEVATION		
FH	FIRE HYDRANT		
FL	FLOW LINE		
GB	GRADE BREAK		
HP	HIGH POINT		
LVWD	LAS VEGAS VALLEY WATER DISTRICT		
MH	MANHOLE		
NTS	NOT TO SCALE		
OC	ON CENTER		
PC	POINT OF CURVATURE		
PT	POINT OF TANGENT		
PCC	POINT OF COMPOUND CURVE		
PP	POWER POLE		
PL	PROPERTY LINE		
PB	PULL BOX		

EOT-42929
EOT-42930
EOT-42931

Call Two Working Days Before You Dig
Dig Safely. Dig Safely
1-800-227-2600

WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NEVADA 89119
702.263.8200 FAX 702.263.8220

TANEY ENGINEERING
1399 GALLERIA DRIVE, SUITE #101
HENDERSON, NEVADA 89014
(702) 362-8844 FAX: (702) 362-2339

NO	DESCRIPTION	REVISIONS	SHEET(S)	BY	APP'D	DATE

TROPICAL & JONES
A RESIDENTIAL SUBDIVISION

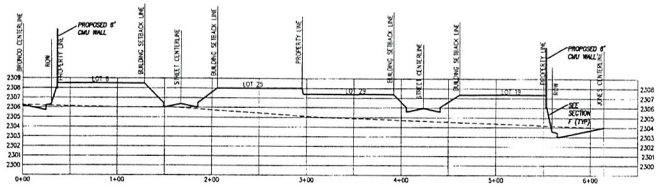
TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15726
STATE OF NEVADA
PROFESSIONAL ENGINEER

ENGINEER'S SEAL

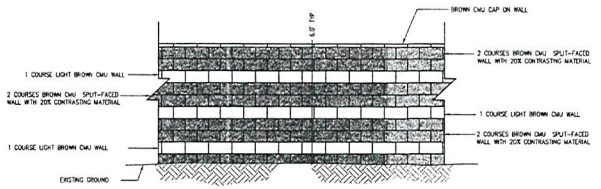
DATE:	07.31.07
SCALE:	1"=60'
JOB NO:	WLL-05-035
DESIGNED BY:	MC
CHECKED BY:	RLL
SHEET NAME:	TM1
SHEET:	1 OF 2

FILE NAME: WLL05TM_ATEN.DWG



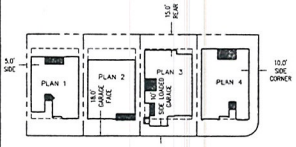
SECTION I

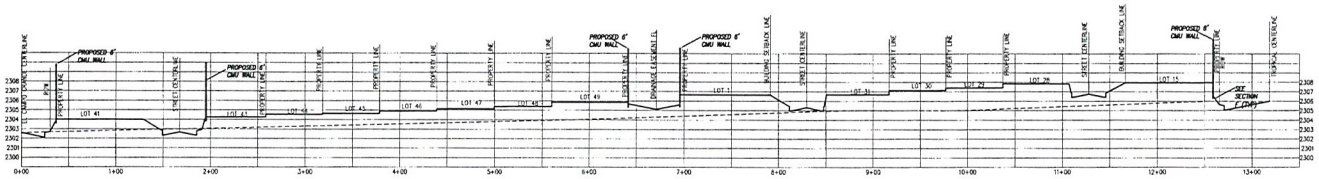
SCALE: 1"=50' HORIZ., 1"=5' VERT.



PERIMETER DECORATIVE BLOCK WALL SECTION

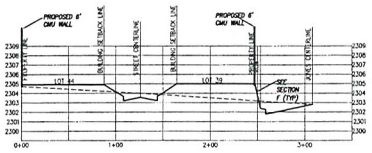
TYPICAL LOT SETBACKS





SECTION J

SCALE: 1"=50' HORIZ., 1"=5' VERT.



SECTION K

SCALE: 1"=50' HORIZ., 1"=5' VERT.

NO.	DESCRIPTION	SHEET(S)	BY	APP'D	DATE APP'D
	REVISIONS				

WILLIAM LYON HOMES
300 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
702.263.5520 FAX: 702.263.5523

TANEY ENGINEERING
9950 MAROLLO BEACH DRIVE, SUITE 105
HENDERSON, NV 89014
(702) 562-8844 FAX (702) 562-5313

TROPICAL & JONES
A RESIDENTIAL SUBDIVISION

TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15778
STATE OF NEVADA
REGISTERED PROFESSIONAL ENGINEER
7/24/07
ENGINEER'S SEAL

DATE:	07.31.07
SCALE:	1"=60'
JOB NO:	WLL-05-035
DESIGNED BY:	MC
CHECKED BY:	RLL
SHEET NAME:	TM2
SHEET:	2 OF 2

RECEIVED
AUG 22 2011
City of Las Vegs
Department of Planning

EOT-42929
EOT-42930
EOT-42931

09/24/2007 13:19:03
FILE NAME: WLL0537M_XTSH.DWG

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,

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

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AUG 22 2011
City of Las Vegs
Department of Planning

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

VOICE 702.229.6011
TTY 702.386.9108

EOT-42930

City of Las Vegas Agenda Item No.: **69.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. 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_____

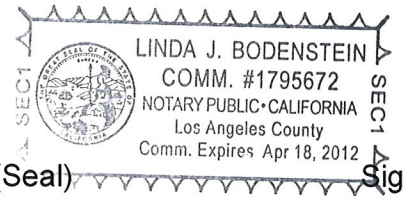
Calif. Jurat attached hereto

Notary Public in and for said County and State

RECEIVED
AUG 22 2011
City of Las Vegs
Department of Planning

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

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 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 _____, 20__

Calif Jurat attached hereto

Notary Public in and for said County and State

RECEIVED
AUG 22 2011
City of Las Vegs
Department of Planning

FOR DEPARTMENT USE ONLY

Case #	EOT-42929
Meeting Date:	10/5/11
Total Fee:	300.00
Date Received:*	8-22-11
Received By:	JFmill

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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.

LINDA J. BODENSTEIN
COMM. #1795672
NOTARY PUBLIC • CALIFORNIA
Los Angeles County
Comm. Expires Apr 18, 2012

(Seal) Signature

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AUG 22 2011
City of Las Vegs
Department of Planning

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

RECEIVED
AUG 22 2011
City of Las Vegs
Department of Planning

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-42929

City of Las Vegas Agenda Item No.: **70.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. 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

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AUG 22 2011
City of Las Vegas
Department of Planning

State of California
County of Los Angeles

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proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

LINDA J. BODENSTEIN
COMM. #1795672
NOTARY PUBLIC • CALIFORNIA
Los Angeles County
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(Seal) Signature

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City of Las Vegs
Department of Planning

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* _____

*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 _____, 20 _____.

Calif Jurat attached hereto

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	EOT-42931
Meeting Date:	10-5-11
Total Fee:	300.00
Date Received:*	8-22-11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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LINDA J. BODENSTEIN
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LAS VEGAS CITY COUNCIL

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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

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Department of Planning

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

VOICE 702.229.6011
TTY 702.386.9108

EOT-42931

City of Las Vegas Agenda Item No.: **71.**

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

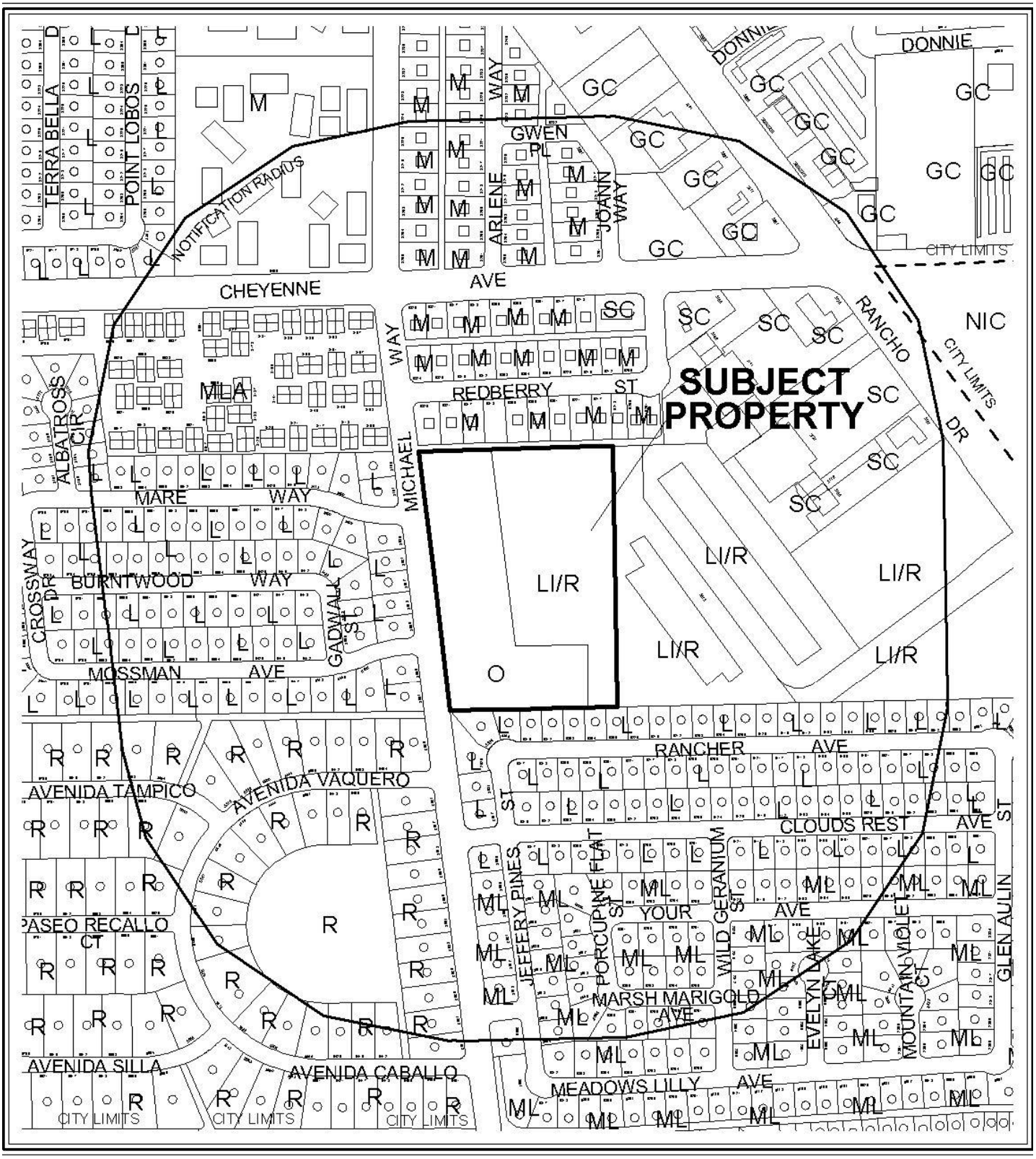
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**0**
City Council Meeting	**11**	**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



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)

N

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)

N

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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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

1. The applicant shall provide notification to residents that the project is located within the Airport Overlay District.

2. Approval of a General Plan Amendment (GPA-41777) and Rezoning (ZON-41778) shall be required, if approved.

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. 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.

5. 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.

6. 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.

7. An Exception from Title 19.06.110 is hereby approved, to allow 126 total perimeter trees for the project.

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.

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.

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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

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.

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.

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.

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

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

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

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
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

YK

Exceptions		
Requirement	***Request***	***Staff Recommendation***
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

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 then 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.

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.

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.

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

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

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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.

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	GPA-41777
Meeting Date:	7-12-11
Total Fee:	$ 2,000.00
Date Received:*	5-12-11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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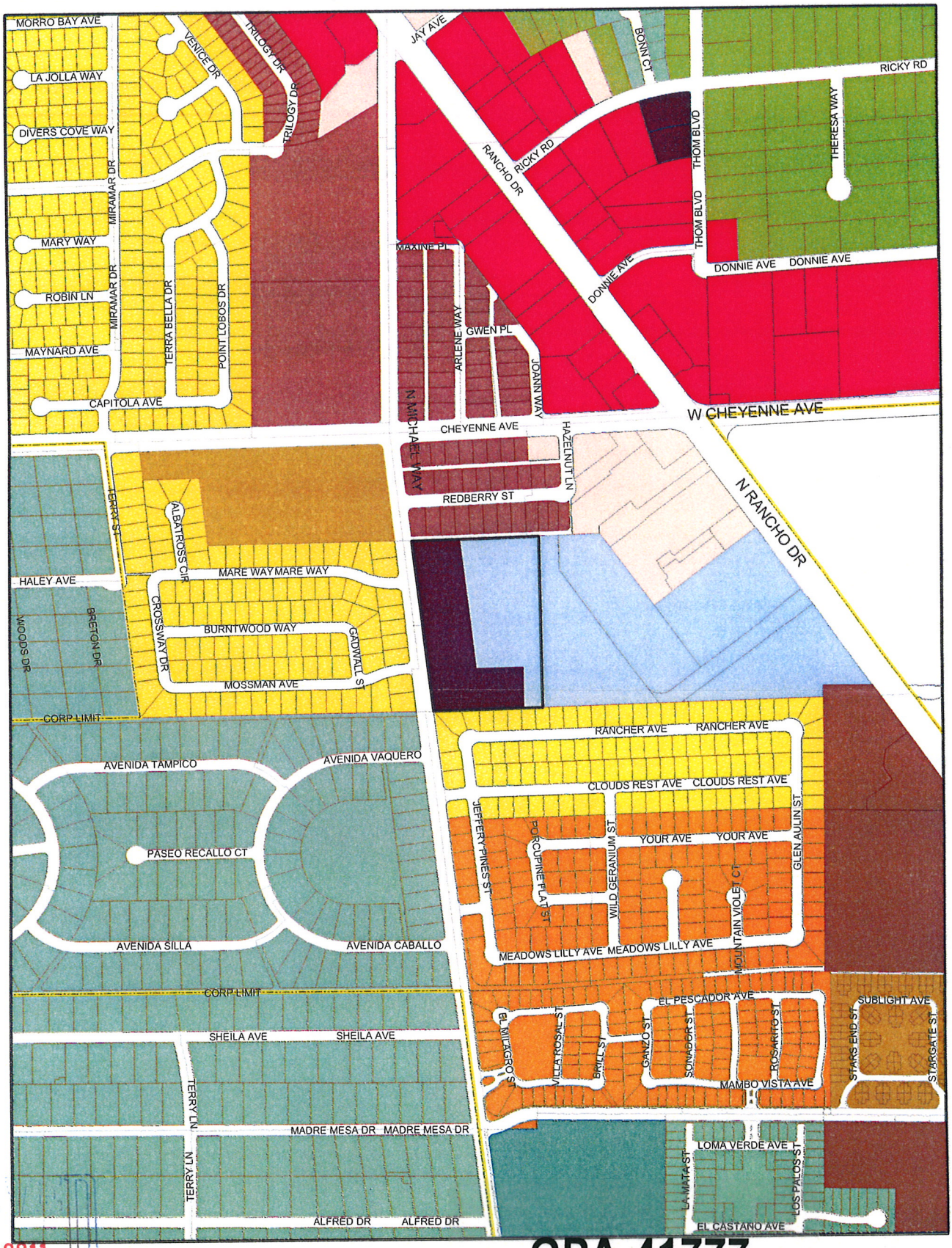
CITY OF LAS VEGAS
PLANNING DEPARTMENT

GENERAL PLAN AMENDMENT Parcel: 138-13-512-001



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GENERAL PLAN AMENDMENT

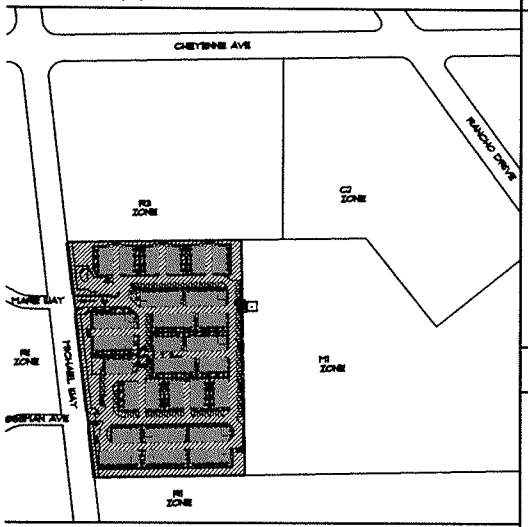
GPA-41777 FROM LI/R AND O TO M

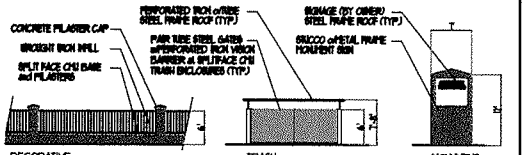
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown 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

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. 702-229-6301

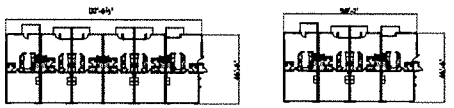
Printed: April 25, 2011

VICINITY PLAN

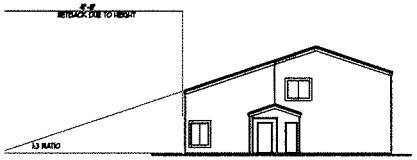




SITE ELEMENTS



BUILDING CONFIGURATION



2) R1 ADJACENCY SETBACK

PROJECT DATA

REQUIRED ZONING: R3

EXISTING ZONING: C2

TOTAL UNITS: 134 UNITS

(36) 2 BED UNITS — 868 SF (INCLUDING GARAGE)
(36) 3 BED UNITS (FRONT) — 1,145 SF (INCLUDING GARAGE)
(36) 3 BED UNITS (BACK) — 1,145 SF (INCLUDING GARAGE)

MANAGER OFFICE — 1,200 SF

PARKING REQUIRED:
(36) 2 BED AT 1.5/UNIT — 168
(36) 3 BED AT 2/UNIT — 72
VISITOR AT 1/4 UNITS — 33
MANAGER OFFICE AT 1/200 — 7
TOTAL — 280

PARKING PROVIDED: 136 OPEN SPACES
272 GARAGE SPACES
408 TOTAL
(INCLUDES 1 VAN ACCESSIBLE SPACE)

(NOTE ONLY ONE ACCESSIBLE SPACE REQUIRED FOR MANAGER OFFICE ONLY - ALL LIVING UNITS ARE 2 STORY and THERE ARE NO ELEVATORS - THEREFORE NO REQUIREMENT FOR AN ACCESSIBLE UNIT ENTRY PER FAIR HOUSING ACT DESIGN MANUAL GUIDELINES)

DENSITY: 4.7 UNITS / SF (NET) ACRE
14.2 UNITS PER ACRE

PLANT LEGEND

TREES	SIZE	QUANTITY (perimeter)	QUANTITY (interior)
LAGERSTROEMIA INDICA 'MUSKOGEE'	24" BOX	42	9
ACACIA BAILEYANA 'PURPUREA'	24" BOX	31	8
CHITALPA TASHKENTENSIS 'PINK DREAM'	24" BOX	12	3
ACACIA STENOPHYLLA	24" BOX	6	9
PISTACHIO CHINENSIS	8 FT.	6	3
PYRUS CALLERYANA 'CHANTICLEER'	24" BOX	15	1
PISTACHIO CHINENSIS	24" BOX	26	12
	TOTAL	136 (134 REQ'D)	56

NOTE: 2" CALIPER TREES SHALL BE PROVIDED AT A RATE OF 1 TREE PER 40 LINEAR FEET OF STREET FRONTAGE (EXCLUDING DRIVE AISLE OPENINGS) OR EQUIVALENT AS APPROVED BY PLANNING DIRECTOR

SHRUBS and GROUND COVER			
MYOPORUM PARVIFOLIUM 'PUTAH CREEK'	30 GAL	1	3
LEUCOPHYLLUM FRUTESCENS	5 GAL	29	22
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	5 GAL	36	63
RUSSELIA EQUISETIFORMIS	5 GAL	28	36
ROSMARINUS OFFICINALIS 'PROSTRATUS'	5 GAL	31	41
ROSMARINUS OFFICINALIS	5 GAL	30	21
LAVANDULA STOECHAS 'OTTO QUAST'	5 GAL	4	12
LEUCOPHYLLUM LANGMANIAE	5 GAL	15	46
MUHLENBERGIA RIGENS	5 GAL	127	12
PENNISETUM PENICILLATA 'FAIRY TAILS'	5 GAL	126	109
	TOTAL	546 (536 REQ'D)	369

NOTE: 1 SHRUB/GROUND COVER SHALL BE PROVIDED AT A RATE OF 4 SHRUBS FOR EVERY REQUIRED TREE

TRACHELOSPERMUM JASMINOIDES	1 GAL	62	46

DECORATIVE LANDSCAPE BOULDERS

NOTE: ALL INTERIOR LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC IRRIGATION SYSTEM. FINAL COLOR SELECTION TO BE APPROVED BY PLANNING DIRECTOR

IRRIGATION

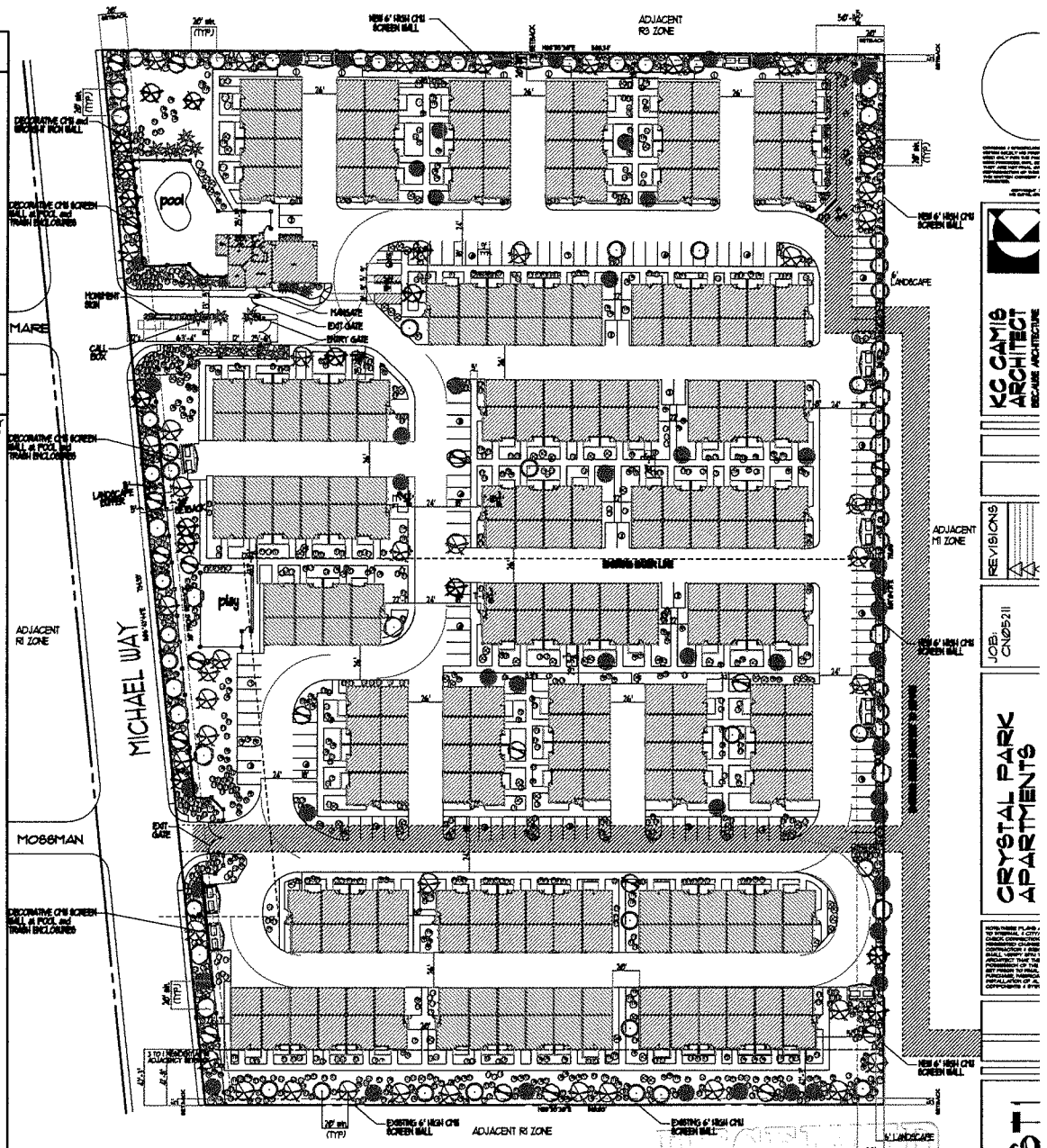
EMITTERS:

TREES - (3) RAINBIRD TURBO-XC (GPH-6M) PER TREE

SHRUBS - (2) RAINBIRD TURBO-XC (GPH-6M) PER SHRUB

NOTES:

1. ALL 24-VOLT WIRING SHALL BE 14 IP DIRECT BURIAL SOLID COPPER.
2. ALL SPLICE AND DIRECT BURIAL WIRING UNDER PAVEMENT SHALL BE SLEEVED IN SCHEDULE 40 PVC SLEEVES. SLEEVES SHALL BE TWICE THE DIAMETER OF PIPE SLEEVED.
3. CONTRACTOR SHALL INSTALL ALL 24-VOLT WIRING FROM CONTROLLERS TO ALL VALVES IN MAIN LINE TRENCH. IF WIRING LEAVES MAIN LINE TRENCH, ENCLOSED IN 3/4" CLASS 315 PVC PIPE.
4. INDIVIDUAL EMITTERS ARE NOT SHOWN ON DRAWINGS FOR CLARITY. SEE SCHEDULE FOR NUMBER OF EMITTERS PER PLANT AND COORDINATE WITH LANDSCAPE INSTALLER TO DETERMINE TOTAL QUANTITY OF EMITTERS.
5. DISTRIBUTION PIPE FOR DRIP (EMITTER) SYSTEM SHALL BE 3/4" CLASS 315 PVC (MIN.)



1) SITE PLAN (SHOWING LANDSCAPE)
SCALE: 1" = 40'-0"

GPA-41777 ZON-41778
SDR-41779

MAY 12 2011

KC CAMIS ARCHITECT
REVISIONS
JOB: CN05211
CRYSTAL PARK APARTMENTS
ST1

PLANT LEGEND

TREES	SIZE	QUANTITY (perimeter)	QUANTITY (interior)
MYRTLE BLUEBERRY *EUCALYPTUS compta*	24" BOX	49	1
BLUEBERRY ACACIA *ACACIA stenophylla*	24" BOX	31	8
REDBUD ASH *FRAXINUS Velutina*	24" BOX	12	3
SWEET ACACIA *ACACIA farnesiana*	24" BOX	6	5
MEXICAN FAN PALM *WASHINGTONIA robusta*	8 FT.	6	3
PURPLE LEAF PLUM *PRUNUS cerasifera*	24" BOX	8	7
MEXICAN PALO VERDE *PARKINSONIA aculeata*	24" BOX	26	8
	TOTAL	136 (84 REQ'D)	35

NOTE: 2" CALIPER TREES SHALL BE PROVIDED AT A RATE OF 1 TREE PER 40 LINEAR FEET OF PERIMETER LANDSCAPE AREA. TREES SHALL BE PLANTED TO MAINTAIN AVERAGE AT LOCATIONS WHERE TREE PLACEMENT IS CONSTRAINED.

SHRUBS and GROUND COVER			
SAGO PALM *CYCAS revoluta*	15 GAL	1	3
TEXAS RANGER *LEUCOPHYLLUM frutescens*	5 GAL	65	22
TEXAS RANGER (GREEN CLOUD) *LEUCOPHYLLUM frutescens*	5 GAL	36	6
FOUNTAIN GRASS *PENNISETUM setaceum*	5 GAL	28	16
DESERT SPOON *DASYLIRION wheeleri*	5 GAL	11	6
ROSEMARY *ROSMARINUS officinalis*	5 GAL	30	21
DESERT SPOON *DASYLIRION wheeleri*	5 GAL	4	12
TEXAS PRIVET *FORESTIERA pubescens*	5 GAL	15	65
RED YUCCA *HESPERALOE parviflora*	5 GAL	51	12
AGAVE VICTORIA *AGAVE victoriae-reginae*	5 GAL	26	26
	TOTAL	346 (336 REQ'D)	109

NOTE: 1 SHRUB/GROUND COVER SHALL BE PROVIDED AT A RATE OF 4 SHRUBS FOR EVERY REQUIRED TREE

TEXAS RED LANTANA *LANTANA horrida/camara*	1 GAL	83	83

DECORATIVE LANDSCAPE BOULDERS

NOTE: ALL SHRUB AND GROUND COVER TO BE "LOW WATER USE" PLANT MATERIAL AS DESIGNATED BY CITY OF MESA.

IRRIGATION

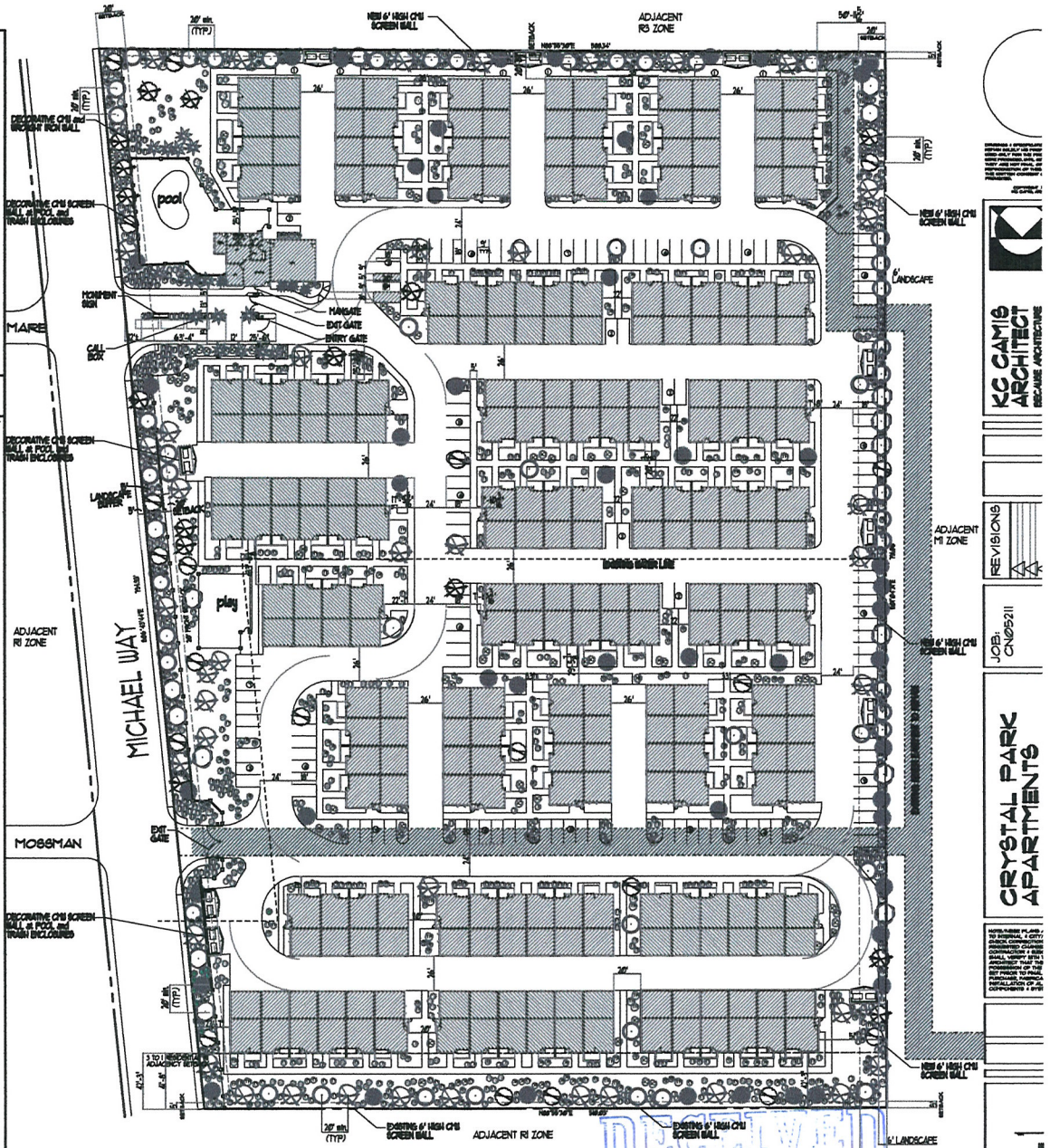
EMITTERS

TREES - (3) HARDIE TURBO-4C (DPU-68) PER TREE

SHRUBS - (1) HARDIE TURBO-4C (DPU-68) PER SHRUB

NOTES:

1. ALL 24-VOLT WIRING SHALL BE #14 UF DIRECT BURIAL, SOLID COPPER.
2. ALL PIPING AND DIRECT BURIAL WIRING UNDER PAVEMENT SHALL BE SLEEVED IN SCHEDULE 40 PVC SLEEVES. SLEEVE SHALL BE TWICE THE DIAMETER OF PIPE BEING SLEEVED.
3. CONTRACTOR SHALL INSTALL ALL 24-VOLT WIRING FROM CONTROLLERS TO ALL VALVES IN MAIN LINE TRENCH. IF WIRING LEAVES TUBELINE TRENCH, ENCLOSED IN 3/4" CLASS 200 PVC PIPE.
4. INDIVIDUAL EMITTERS ARE NOT SHOWN ON DRAWINGS FOR CLARITY. SEE SCHEDULE FOR NUMBER OF EMITTERS PER PLANT AND COORDINATE WITH LANDSCAPE INSTALLER TO DETERMINE TOTAL QUANTITY OF EMITTERS.
5. DISTRIBUTION PIPE FOR DRIP EMITTERS SYSTEM SHALL BE ¾" CLASS 200 PVC (MIN.)



1 LANDSCAPE PLAN
SCALE: 1" = 40'-0"

GPA-41777 ZON-41778
SDR-41779

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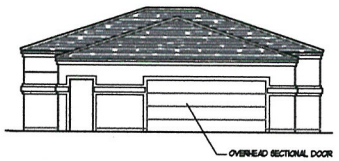
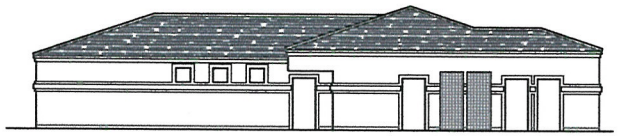
MAY 12 2011

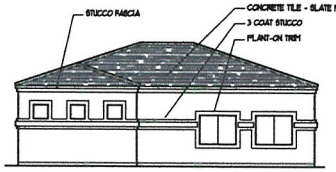
KC CAMIS ARCHITECT
REVISIONS
JOB: CM0511
CRYSTAL PARK APARTMENTS
L1



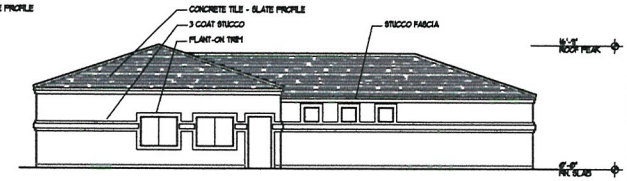
SIDE ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



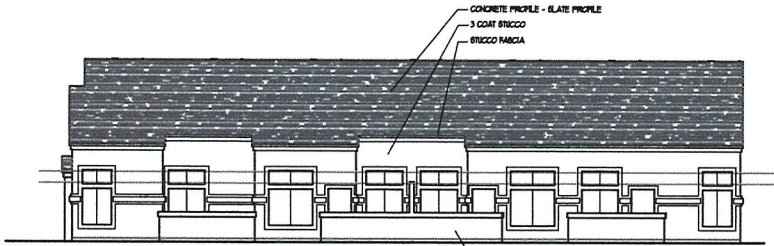
BACK ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



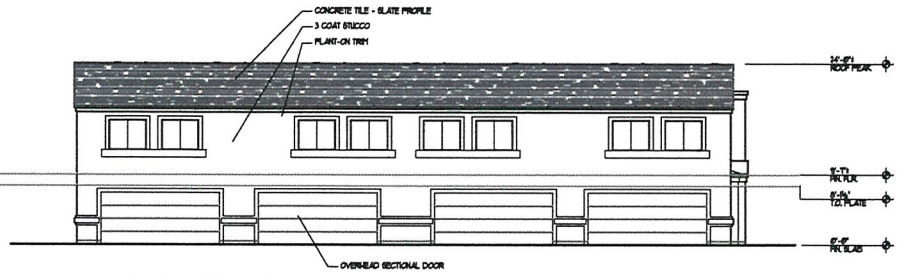
SIDE ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



FRONT ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



FRONT ELEVATION (4 PLEX)
SCALE: 1/8" = 1'-0"



BACK ELEVATION (4 PLEX)
SCALE: 1/8" = 1'-0"

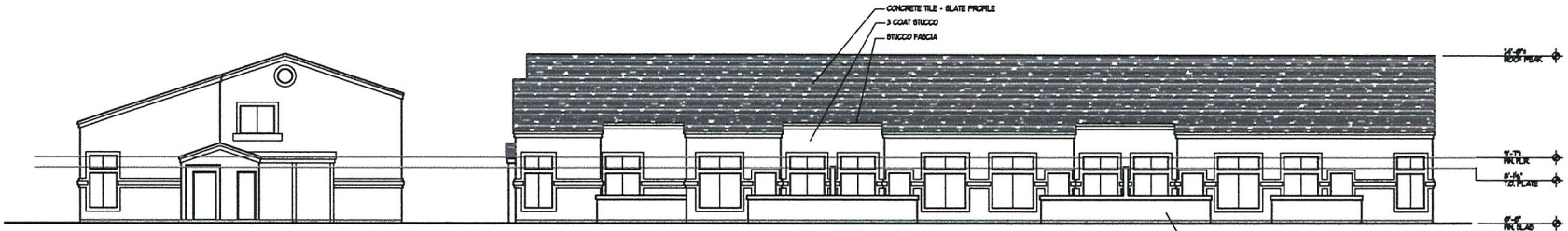
COLOR/MATERIAL

STUCCO FIELD
FRAZEE CL7164D <SAHARA>

TRIM/FASCIA/DOORS
FRAZEE CL7136N <ALMOST OCHRE>

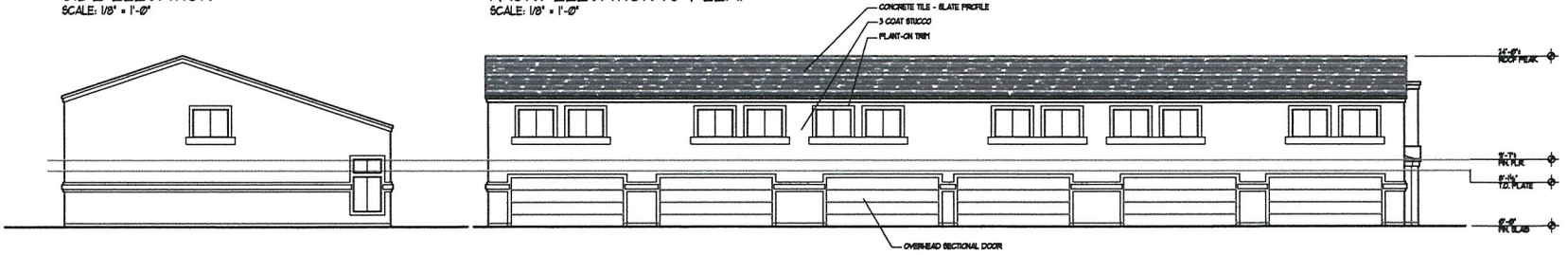
ROOF
CONCRETE TILE - SLATE PROFILE
DESERT TAN

WINDOWS
VINYL CLAD - WHITE



SIDE ELEVATION
SCALE: 1/8" = 1'-0"

FRONT ELEVATION (6 PLEX)
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"

BACK ELEVATION (6 PLEX)
SCALE: 1/8" = 1'-0"

GPA-41777 ZON-41778
SDR-41779

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REVISIONS

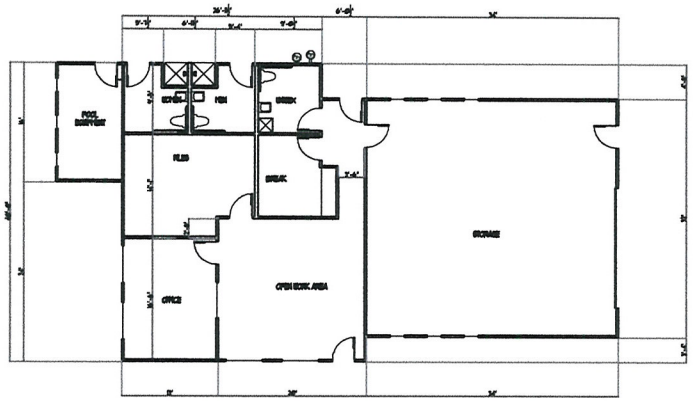
JOB:

CRYSTAL PARK APARTMENTS

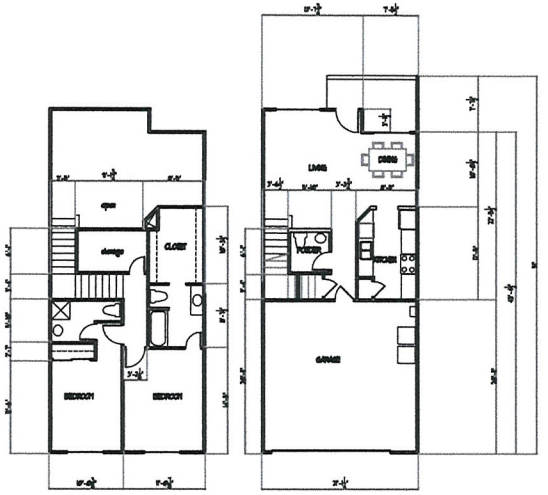
A1

SIDE ELEVATION
SCALE: 1/8" = 1'-0"

BACK ELEVATION (6 PLEX)
SCALE: 1/8" = 1'-0"

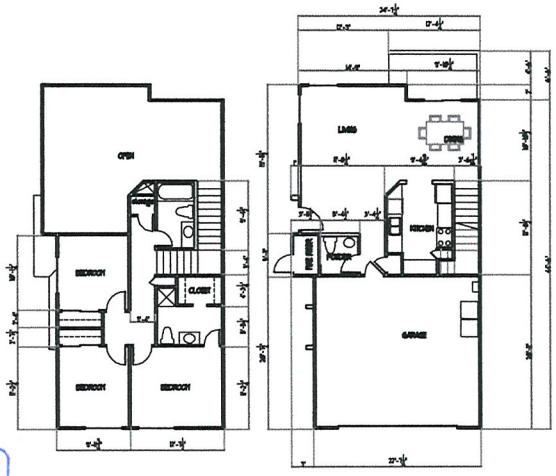


MANAGERS OFFICE



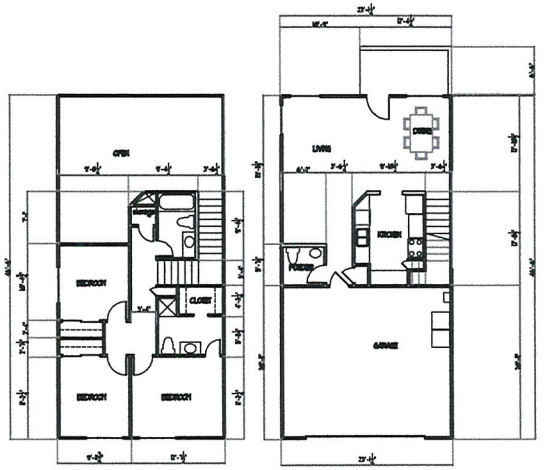
2nd FLOOR

1st FLOOR
TYP. INTERIOR UNIT
(2 BEDROOM)



2nd FLOOR

1st FLOOR
FRONT END UNIT
(3 BEDROOM)



2nd FLOOR

1st FLOOR
BACK END UNIT
(3 BEDROOM)

FLOOR PLAN (BACK END UNIT)
SCALE: 1/8" = 1'-0"

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GPA-41777 ZON-41778
SDR-41779

4

KC CAMIS ARCHITECT

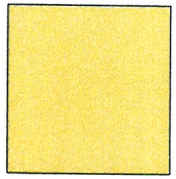
REVISIONS

JOB:

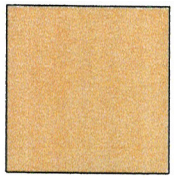
CRYSTAL PARK APARTMENTS

A2

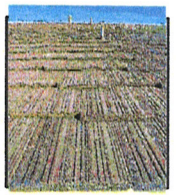
COLOR/MATERIALS BOARD



(A) STUCCO FIELD
FRAZEE CL2764D 'SAHARA'

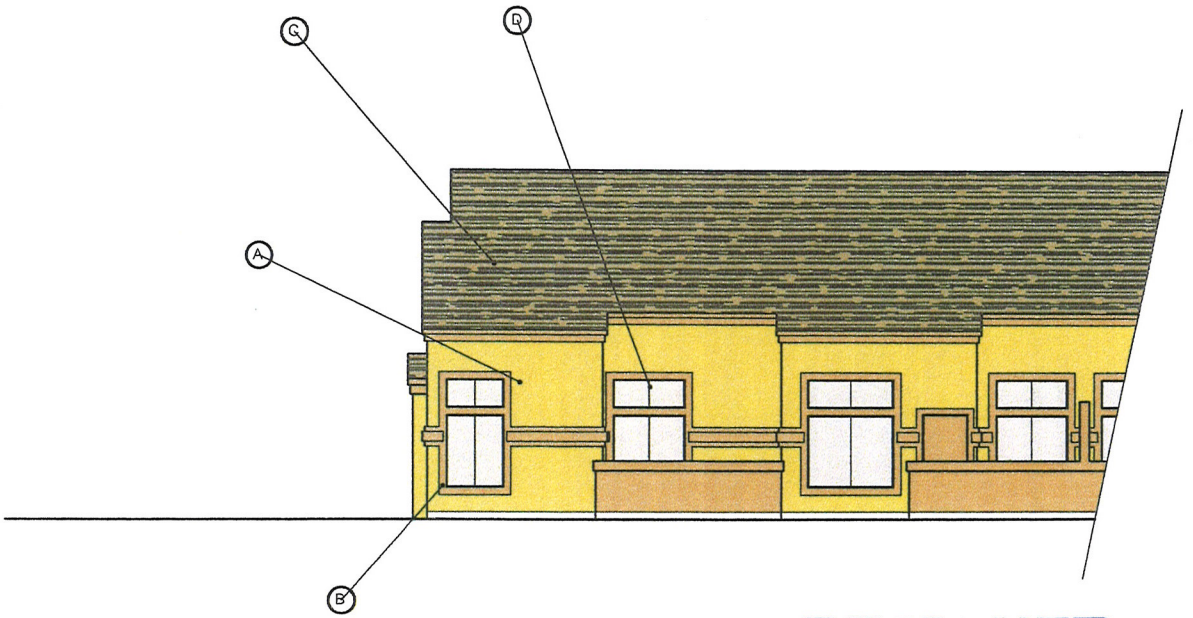


(B) TRIM
FRAZEE CL2736N 'ALMOST OCHRE'



(C) ROOF
SLATE PROFILE CONCRETE TILE
DESERT TAN

(D) GLAZING
CLEAR DUO PANE GLAZING



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GPA-41777 ZON-41778
SDR-41779

KC CAMIS ARCHITECT

REVISIONS

JOB:

DATE:

CRYSTAL PARK APARTMENTS

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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GPA-41777 ZON-41778
SDR-41779

8090 S. Durango Drive, Suite 115 | Las Vegas, Nevada 89113 | *phone* 702.395.9244 | [illegible] | www.beksgroup.com

Residents/Employees/Service Personnel	*Proposed Apartment Homes*	*Current proposed Light Industrial/Office project ("Business Park")*
Estimated Number of Residents/Employees/Service Personnel on a given day	520	1,360

Parking Spaces	*Proposed Apartment Homes*	*Current proposed Light Industrial/Office project ("Business Park")*
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

**Traffic: number of trips*	*Proposed Apartment Homes*	*Current proposed Light Industrial/Office project ("Business Park")*
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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GPA-41777 ZON-41778 SDR-41779

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

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

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GPA-41777 ZON-41778
SDR-41779

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 25 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

With all the available homes in this city, we don't need another 136 unit apt. complex built.

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

WRIGHT JOHN R
2816 WILD GERANIUM ST
LAS VEGAS NV 89108-4087

2011 AUG 29 P 12: 07

Please use available blank space on card for your comments.
GPA-41777, ZON-41778 & SDR-41779
City Council Meeting of 9/7/2011

APN#13813614013

RECEIVED CITY CLERK

24 FRDFN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 AUG 25 2011
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

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2011 AUG 29 P 3: 56

- TOO CLOSE TO THE N.L.V. AIRPORT.
- PLEASE FOLLOW STAFF RECOMMENDATIONS AND DENY.

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

COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

Please use available blank space on card for your comments.
GPA-41777, ZON-41778 & SDR-41779
City Council Meeting of 9/7/2011

APN#13813113011

- TOO MANY APARTMENT COMPLEXES IN THE AREA ALREADY. (CHEYNNE + MICHAEL)

24 FRDFN11 89108

80-82

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!!

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

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CITY CLERK
2011 AUG 30 P 12:46

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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

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0004279210 AUG 25 2011
MAILED FROM ZIP CODE 89101

*
1. 6500 ft lots like Country Lane homes next door
2 Airport Danger
3 poverty prone 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 for horses

APN#13813211004

9 ~~Reid~~ elementary over crowded

24 FRDFN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

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CITY CLERK
2011 AUG 30 P 1:28

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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

☒ 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

08/30/2011 TUE 12:23 [TX/RX NO 5131] ☑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

/ of Las Vegas
partment of Planning
velopment Services Center
North Rancho Drive, 3rd Floor
Vegas, Nevada 89106

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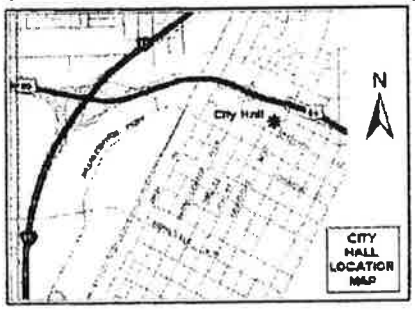

They have already approved a church at Michael Way and ~~Smoke Ranch~~ Madre Mesa that will increase traffic along Michael Way. another set of apartments would increase the traffic even more. This is supposed to be a residential area - the street has already become a short cut for many drivers + ~~to~~ drivers do not adhere to the 25mph speed zone.

you wish to file your protest or support on this request, check the ropriate box below and return this card in an envelope with postage to the artment 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 ncil Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ase use available blank space on card for your comments.

'A-41777 & ZON-41778

nning Commission Meeting of 7/12/2011

Case: GPA-41777
13813212024
SHRINER NATASHA L
2825 MICHAEL WY
LAS VEGAS NV 89108-4171

24 DRDFN11 89108

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

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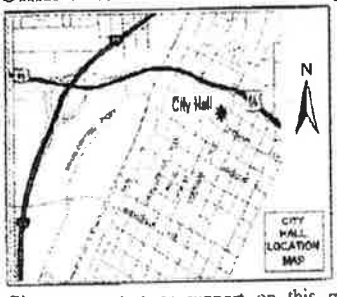

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

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

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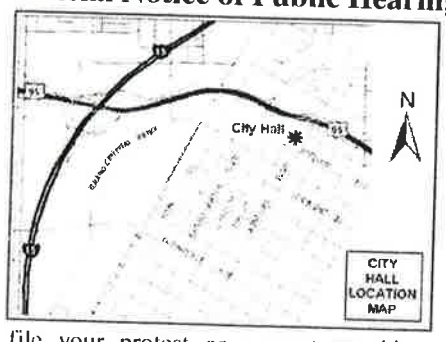

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

13813610036 Case: GPA-41777
SMITH DUANE F REVOCABLE LIV TR
9861 WHITE LILAC ST
LAS VEGAS NV 89178-7583

20-21 P

54 DRDFN11 89178

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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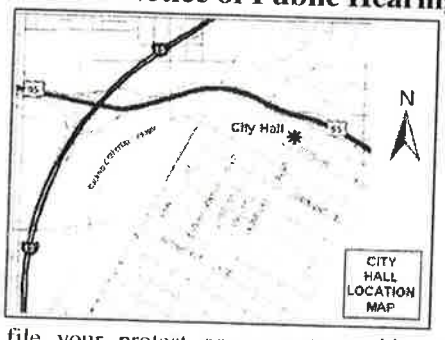

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CITY OF LAS VEGAS
PLANNING

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.

GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

13813113042 Case: GPA-41777
BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

20-21 P

24 DRDFN11 89108

Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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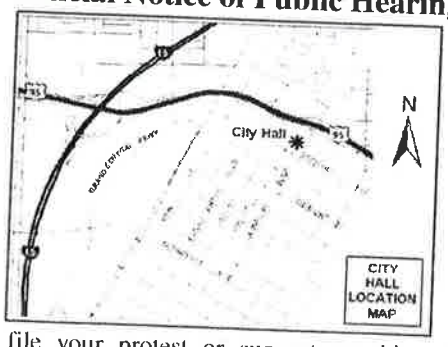

I WOULD NOT OPPOSE THIS PROJECT IF THERE WERE LESS APARTMENT / CONDO COMPLEXES ALREADY AT THE INTERSECTION OF MICHAEL + CHEYENNE.

THANKS

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.
GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

13813113011 Case: GPA-41777
COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

20-21 P

24 DRDFN11 89108

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 STRONGLY

Please use available blank space on card for your comments.
GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

13813201001 Case: GPA-41777
K O'S TRUST
5512 AVENIDA CABALLO
LAS VEGAS NV 89108-4103

20-21 P

24 DRDFN11 89108

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.
GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

13813211002 Case: GPA-41777
PATTERSON CAROLYN F & JEFFREY A
5604 AVENIDA TAMPICO
LAS VEGAS NV 89108-4183

20-21 P

24 DRDFN11 89108

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
Planning Commission Meeting of 7/12/2011

DIPONZIO PATRICIA M
5308 CLOUDS REST AVE
LAS VEGAS NV 89108-4036

20-21 P

24 DRDFN11 89108

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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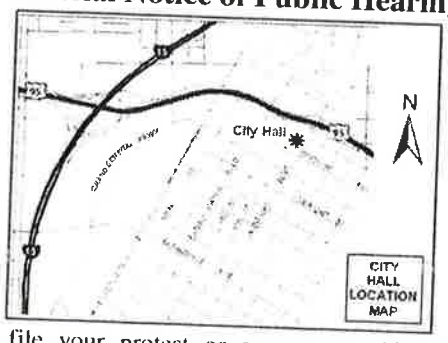
Official Notice of Public Hearing



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.

GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

RECEIVED
JUL 11 2011

13813212004 Case: GPA-41777
RAMAGE KENNETH R & PAMELA M
5412 AVENIDA VAQUERO
LAS VEGAS NV 89108-4151

20-21 P

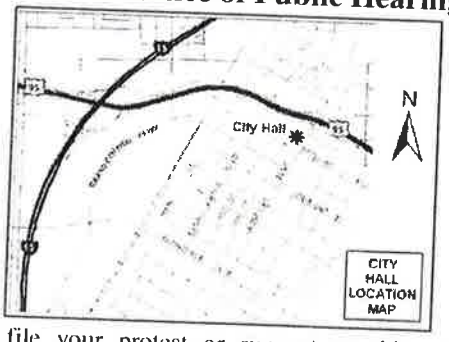
24 DRDFN11 89106

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218 $ 00.41⁴ JUN 30 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

RECEIVED
JUL - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

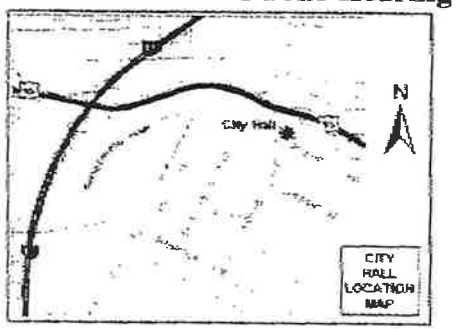
13813111035 Case GPA-41777
BUZZARD ERIC E
5601 BURNTWOOD WY
LAS VEGAS NV 89108-4134

20-21 P

24 DRDFN11 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.

GPA41777 & ZON-41778

Planing Commission Meeting of 7/12/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.41⁴

MAILED FROM ZIP CODE

Case: GPA-41777

13813211038
MCCLENACHAN SUZANNE REV TR
5521 AVENIDA VAQUERO
LAS VEGAS NV 89108-4106

24 DRDFN11 89108

RECEIVED
JUL 11 2011

20-21
P

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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JUN 30 2011
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

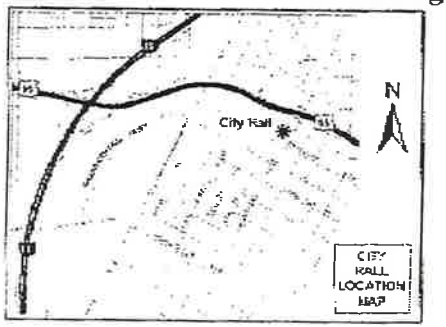
13813610010 Case: GPA-41777
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

RECEIVED
JUL 12 2011

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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

RECEIVED
JUL - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-41777
13813610042
SCHMIDT BRIAN M & JENNIFER L
5209 CLOUDS REST AVE
LAS VEGAS NV 89108-4035

24 DRDFN11 89108

20-21 p

City of Las Vegas Agenda Item No.: **72.**

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

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

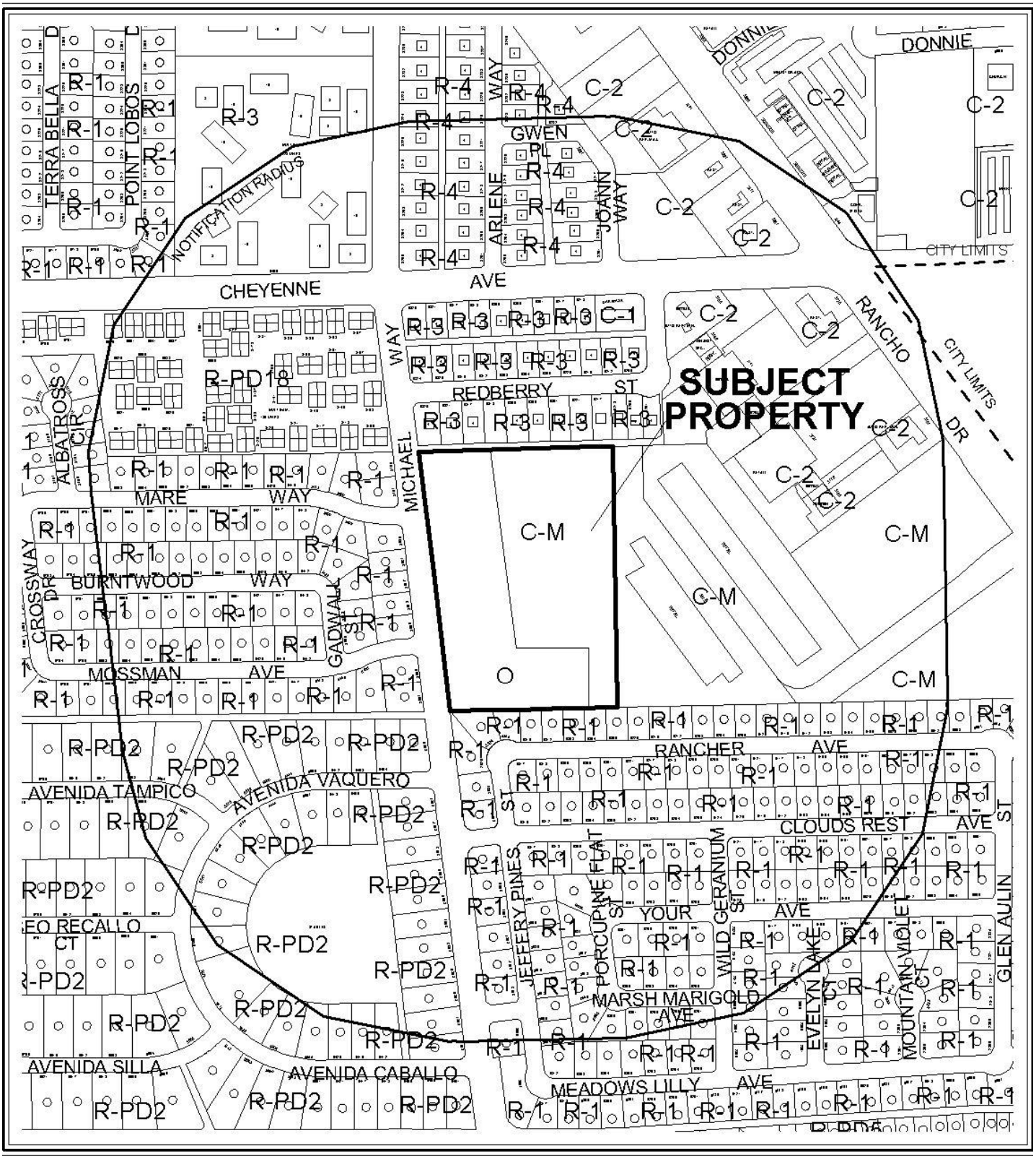
SUBJECT:
ZON-41778 – ABEYANCE ITEM - REZONING RELATED TO GPA-41777 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a Rezoning FROM: O (OFFICE) AND C-M (COMMERCIAL/INDUSTRIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael Way (APN 138-13-512-001), Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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.



0 300 600 Feet

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)

N

0 300 600 Feet

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

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

RECEIVED
MAY 12 2011

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.

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	ZON-41778
Meeting Date:	7-12-11
Total Fee:	$1200.00
Date Received:*	5-12-11
Received By:	JF mail

*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.

MAY 12 2011

Revised 10/27/08

REZONING Parcel: 138-13-512-001

RECEIVED
MAY 12 2011

ZON-41778

ZONING

C-V	U	R-MH	R-MHP	PD	Subject Parcel
C-PB	R-A	R-CL	P-R	T-D	City Limits
P-C	R-E	R-2	N-S	TC	ROI Zoning
	R-D	R-3	O	C-2	
	R-PD	R-4	C-D	C-M	
	R-1	R-5	C-1	M	

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

City of Las Vegas Agenda Item No.: **73.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
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

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

RECEIVED
MAY 12 2011

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

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.

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	SDR-41779
Meeting Date:	7-12-11
Total Fee:	$1030.00
Date Received:*	5-12-11
Received By:	J Fraumeni

*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.

MAY 12 2011

Revised 10/27/08

SDR 41779
Rancho Properties, LLC

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 pecent of capacity. After this project is added, Michael is expected to be at about 23 perenct of capacity and Cheyenne to be at about 76 pecent 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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES $ 00.41⁴
0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

RECEIVED
JUL 07 2011

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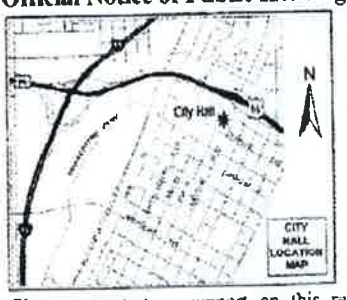

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SDR-41779
13813610037
MORLEY ROGER S & DEBBIE L
5124 CLOUDS REST AVE
LAS VEGAS NV 89108-4039

SDR-41779
Planning Commission Meeting of 7/12/2011

P-22

24 DRDFN11 89108

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y of Las Vegas
partment of Planning
velopment Services Center
North Rancho Drive, 3rd Floor
Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES $ 00.41⁴
02 1M 0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

also, in regard to the apt. complex request: There is already an excess of apts. ~~of~~ in this vicinity of questionable value apts. on Cheyenne that endanger the value of the housing tracts.

you wish to file your protest or support on this request, check the ropriate box below and return this card in an envelope with postage to the partment 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 ncil Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ase use available blank space on card for your comments.

Case: SDR-41779
13813212024
SHRINER NATASHA L
2825 MICHAEL WY
LAS VEGAS NV 89108-417

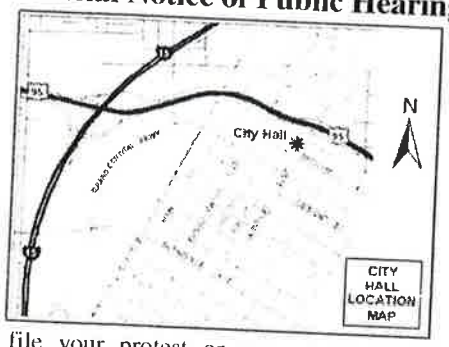
RECEIVED
JUL 07 2011

R-41779
nning Commission Meeting of 7/12/2011

P-22

24 DRDFN11 89108

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

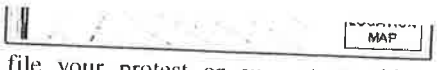
Planning Commission Meeting of 7/12/2011

RECEIVED
JUL 11 2011

13813212004 Case: SDR-41779
RAMAGE KENNETH R & PAMELA M
5412 AVENIDA VAQUERO
LAS VEGAS NV 89108-4151

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

13813610030 Case: SDR-41779
DIPONZIO PATRICIA M
5308 CLOUDS REST AVE
LAS VEGAS NV 89108-4036

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

RECEIVED
JUL 11 2011

13813610036 Case: SDR-41779
SMITH DUANE F REVOCABLE LIV TR
9861 WHITE LILAC ST
LAS VEGAS NV 89178-7583

22P

54 DRDFN11 89178

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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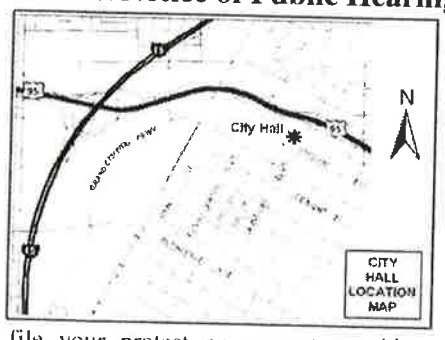

TOO MANY APPARTMENT COMPLEXES NEARBY ALREADY. MY NEIGHBORHOOD HAS A HIGH CRIME RATE WITHOUT THIS "NEW" COMPLEX ALREADY.

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

13813113011 Case: SDR-41779
COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

RECEIVED
JUL - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

22P

24 DRDFN11 89106

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

13813111035 Case: SDR-41779
BUZZARD ERIC E
5601 BURNTWOOD WY
LAS VEGAS NV 89108-4134

22P

24 DRDFN11 89106

JUL 12 2011

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SDR-41779
Planning Commission Meeting of 7/12/2011

13813211002 Case: SDR-41779
PATTERSON CAROLYN F & JEFFREY A
5604 AVENIDA TAMPICO
LAS VEGAS NV 89108-4183

22P

24 DRDFN11 89106

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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JUN 30 2011
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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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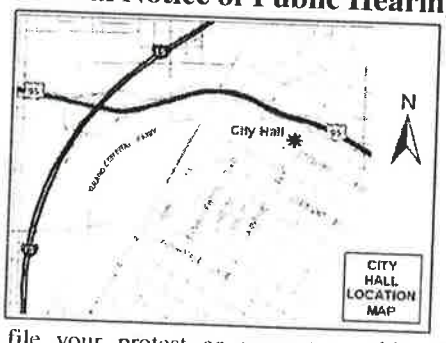

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☒ I OPPOSE this Request

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SDR-41779

Planning Commission Meeting of 7/12/2011

13813113042 Case: SDR-41779
BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

22P

24 ORDFM11 89106

13813211038
MCCLENACHAN SUZANNE REV TR
5521 AVENIDA VAQUERO
LAS VEGAS NV 89108-4106

Case: SDR-41779

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SDR-41779
Planning Commission Meeting of 7/12/2011

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JUL 11 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

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SDR-41779

Planning Commission Meeting of 7/12/2011

13813610010 Case: SDR-41779
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

24 ORDFN11 89108

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JUL 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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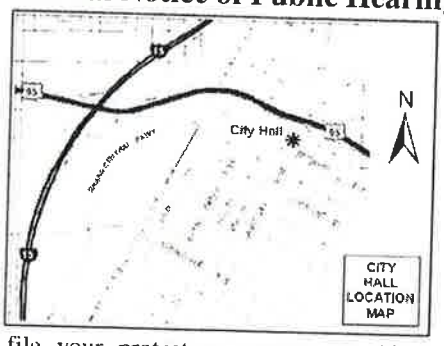

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JUL 12 2011
CITY OF LAS VEGAS
PLANNING & DEV

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SDR-41779

Planning Commission Meeting of 7/12/2011

Case: SDR-41779

13813614039
ROBINSON FAMILY TRUST
%O & P ROBINSON
5201 YOUR AVE
LAS VEGAS NV 89108-4085

24 DRDFN11 89108

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).

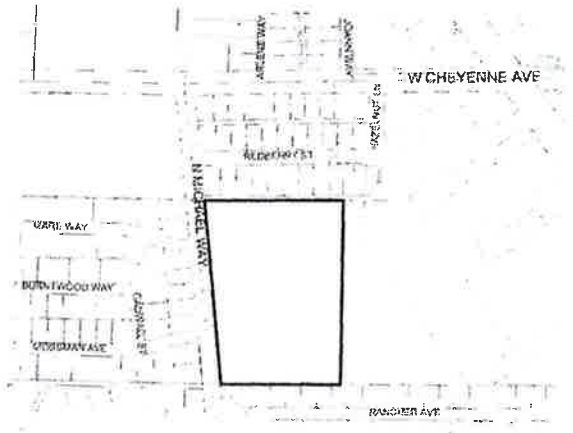
WE DO NOT NEED MORE APARTMENTS AROUND US. TOO MANY NOW. TWO QUESTIONS, "WHY BUILD MORE APARTMENTS WHEN WE HAVE EMPTY ONES ALL OVER TOWN? WHOSE DUMB, THOUGHTLESS IDEA WAS THIS? SHAME ON THEM!

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

22P

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

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).

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 (JUST WE SOMEHOW ELEVATE. INSTEAD OF LOWER)

Application Location

The proposed project may not pertain to the entire highlight 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

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City of Las Vegas
Department of Planning
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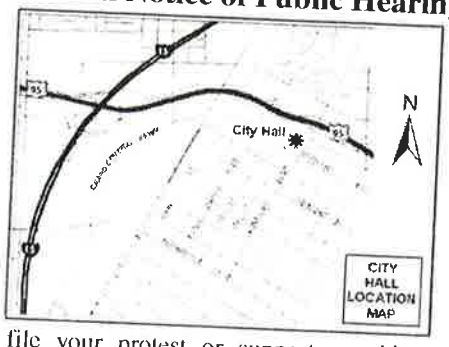

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-41779
Planning Commission Meeting of 7/12/2011

13813201001
K O'S TRUST
5512 AVENIDA CABALLO
LAS VEGAS NV 89108-4103

Case: SDR-41779

22
P

24 ORDFN11 89106

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

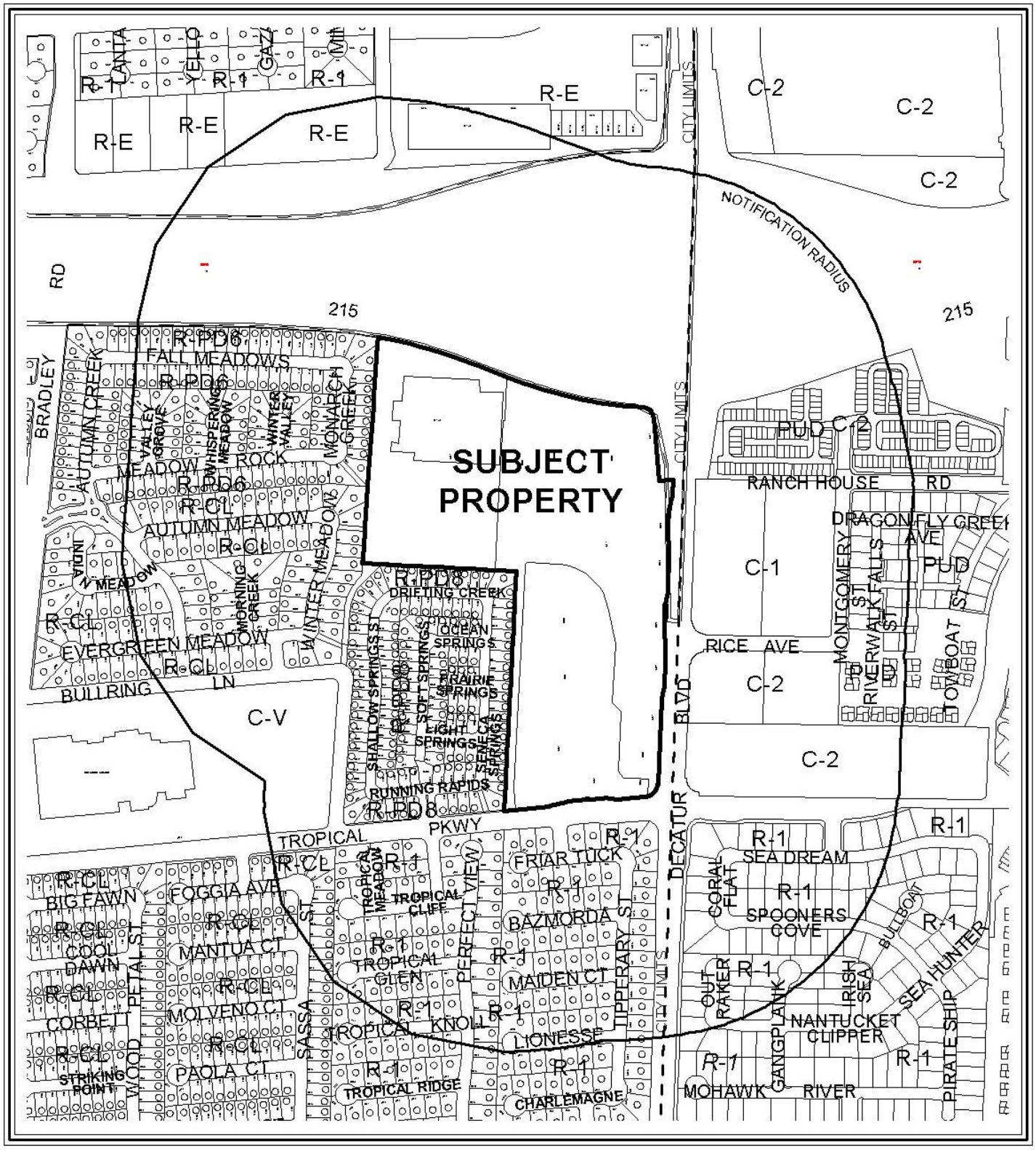
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**13**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

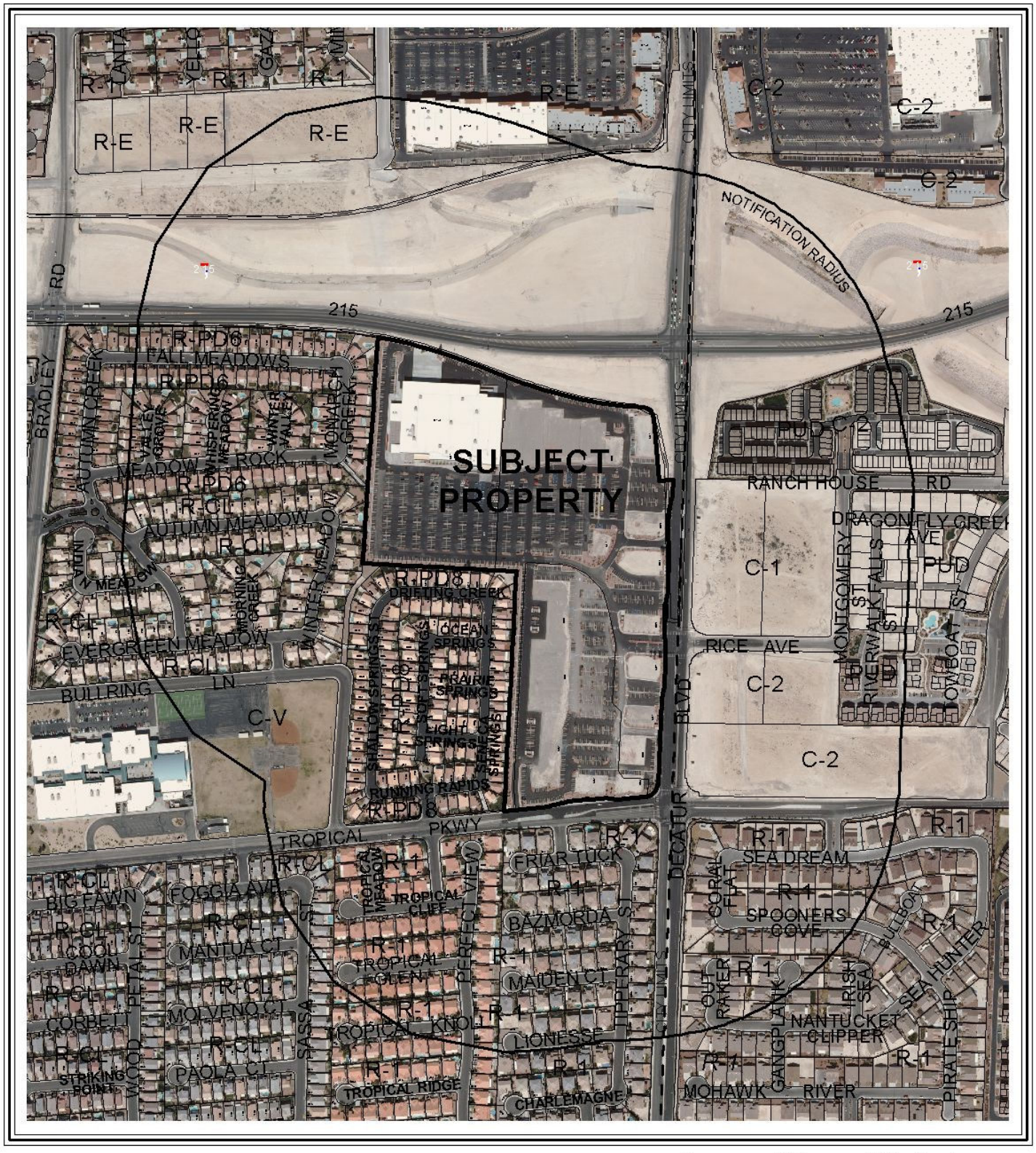
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-22582
5. Planning Commission Approval Letter for SDR-40223
6. Justification Letter
7. Protest Postcards – July 6, 2011 City Council Meeting
8. Protest Postcard



CASE: **ROC-41851**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 400 800 Feet

CASE: **ROC-41851**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: 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) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41851	Staff recommends DENIAL, if approved subject to conditions:	None

**** CONDITIONS ****

ROC-41851 CONDITIONS

Planning

1. Condition Number 5 of Site Development Plan Review (SDR-22582) shall be 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.

DS

** 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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/08/97	The City Council approved a request for Rezoning (Z-0109-97) from R-E (Residence Estates) and R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development- 8 Units per Acre) to C-1 (Limited Commercial) on property located on the west side of Decatur Boulevard between Centennial Parkway and Tropical Parkway for a proposed 298,603 square-foot commercial shopping center. The Planning Commission recommended approval.
06/06/01	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the General Plan (GPA-0008-01) from M (Medium Density Residential) to SC (Service Commercial) for 3.6 acres located on the south side of the northern beltway alignment, approximately 630 feet west of Decatur Boulevard. The Planning Commission recommended approval.
	The City Council approved a related request for Rezoning (Z-0018-01) from R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development – 8 Units per Acre) to C-1 (Limited Commercial).
07/06/11	The City Council voted (7-0) to hold this item in abeyance to the August 3, 2011 City Council meeting.
08/03/11	The City Council voted (7-0) to hold this item in abeyance to the September 7, 2011 City Council meeting.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/05/01	The City Council approved a request for a Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] for a proposed 262,640 square-foot retail commercial development on 27.6 acres on the south side of the northern beltway alignment, west of Decatur Boulevard. The Planning Commission recommended approval.
08/20/03	The City Council approved a request for an Extension of Time (EOT-2504) of a previously approved Rezoning (Z-0018-01) from R-E (Residence Estates) under Resolution of Intent to R-PD8 (Residential Planned Development – 8 Units per Acre) to C-1 (Limited Commercial) on 3.6 acres adjacent to the south side of the northern beltway alignment, approximately 630 feet west of North Decatur Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-2502) of a previously approved Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] for a proposed 262,640 square-foot retail commercial development.
05/19/04	The City Council approved a request for a Petition to Vacate (VAC-4012) a public sewer and drainage easement generally located west of Decatur Boulevard, north of Tropical Parkway. The Planning Commission and staff recommended approval.
08/12/04	The Planning Commission approved a request for a Tentative Map (TMP-3624) for a two-lot commercial subdivision on 27.38 acres adjacent to the northwest corner of Decatur Boulevard and Tropical Parkway. Staff recommended approval.
07/20/05	The City Council approved a request for an Extension of Time (EOT-6798) of a previously approved Rezoning (Z-0018-01) from R-E (Residence Estates) to C-1 (Limited Commercial) on 3.6 acres adjacent to the south side of the northern beltway alignment, approximately 630 feet west of Decatur Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-6799) of a previously approved Site Development Plan Review [(Z-0018-01(1), Z-0109-97(1), and Z-0110-97(2)] for a proposed 262,640 square-foot retail commercial development.
06/06/07	The City Council approved a request for an Extension of Time (EOT-20771) of a previously approved Rezoning (Z-0018-01) from R-E (Residence Estates) to C-1 (Limited Commercial) on 3.6 acres adjacent to the south side of the northern beltway alignment, approximately 630 feet west of Decatur Boulevard. Staff recommended approval.
09/19/07	The City Council approved a request to amend a portion of the Northwest Sector Plan of the General Plan (GPA-22584) from M (Medium Density Residential) to SC (Service Commercial) on 9.05 acres on the south side of CC 215, approximately 730 feet west of Decatur Boulevard. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Most Recent Change of Ownership	
N/A	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/11/08	Plan Check #27601 was issued for onsite improvements- trash enclosures at 6101 North Decatur Boulevard. The plans were approved by applicable departments.
09/29/09	A business license (G11-00021) was issued for General Merchandise Sales at 6371 North Decatur Boulevard. The license is still active.
09/29/09	A business license (Q04-00106) was issued for a Pharmacy Firm at 6371 North Decatur Boulevard. The license is still active.
03/24/11	Plan Check #40972 was issued for alternative materials and methods at 6101 North Decatur Boulevard. The plans were approved by applicable departments.
04/27/11	Plan Check #41561 was processed for a Grocery Store at 6101 North Decatur Boulevard. The plans are still being reviewed by various departments.
Numerous permits have been issued and finalized for the proposed shopping center.	

Pre-Application Meeting	
03/17/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition of a previously approved Site Development Plan Review (SDR-22582) to delete condition #5.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/02/11	Staff conducted a field check of the subject site and found the landscaping areas being properly maintained with no trash/debris in the surrounding areas. No discrepancies were noted.

Details of Application Request	
Site Area	
Gross Acres	25.26

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Partially Developed Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	I-215	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Single Family Residences	ML (Medium-Low Density Residential)	R-1 (Single Family Residences)
East	Undeveloped Land and Single Family Residences	North Las Vegas	North Las Vegas
West	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family Residences	M (Medium Density Residential)	R-PD8 (Residential Planned Development- 8 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition to 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.

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: _____

Print Name: Timothy M. Frakes

Subscribed and sworn before me

This 20th day of May, 2011

_____

Notary Public in and for said County and State

CATHY A. MARINE
Notary Public - Arizona
Maricopa County
My Commission Expires
April 14, 2014

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REVIEW OF CONDITION #5 OF SDR-22582

Project Address (Location) 6101-6371 NORTH DECATUR BOULEVARD

Project Name DECATUR 215 **Proposed Use** NO CHANGE PROPOSED

Assessor's Parcel #(s) 125-25-614-002 **Ward #** 6-ROSS

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 16.19 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER DECATUR 215, LLC **Contact** LANCE L. SHERWOOD

Address P.O. BOX 924133 **Phone:** 602.513.0278 **Fax:** _____

City HOUSTON **State** TX **Zip** 77292-4133

E-mail Address LSHERWOOD@WEINGARTEN.COM

APPLICANT WEINGARTEN REALTY INVESTORS **Contact** LANCE L. SHERWOOD

Address 4440 N. 36TH STREET #200 **Phone:** 602.513.0278 **Fax:** _____

City PHOENIX **State** AZ **Zip** 85018

E-mail Address LSHERWOOD@WEINGARTEN.COM

REPRESENTATIVE SAME **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Timothy M. Fratus

Subscribed and sworn before me

This 20th day of May, 20 11.

Cathy A. Marine

Notary Public in and for said County and State

CATHY A. MARINE
Notary Public - Arizona
Maricopa County
My Commission Expires
April 14, 2014

FOR DEPARTMENT USE ONLY

Case #	ROC-41851
Meeting Date:	7/6/11
Total Fee:	$830.00
Date Received:*	5-23-11
Received By:	

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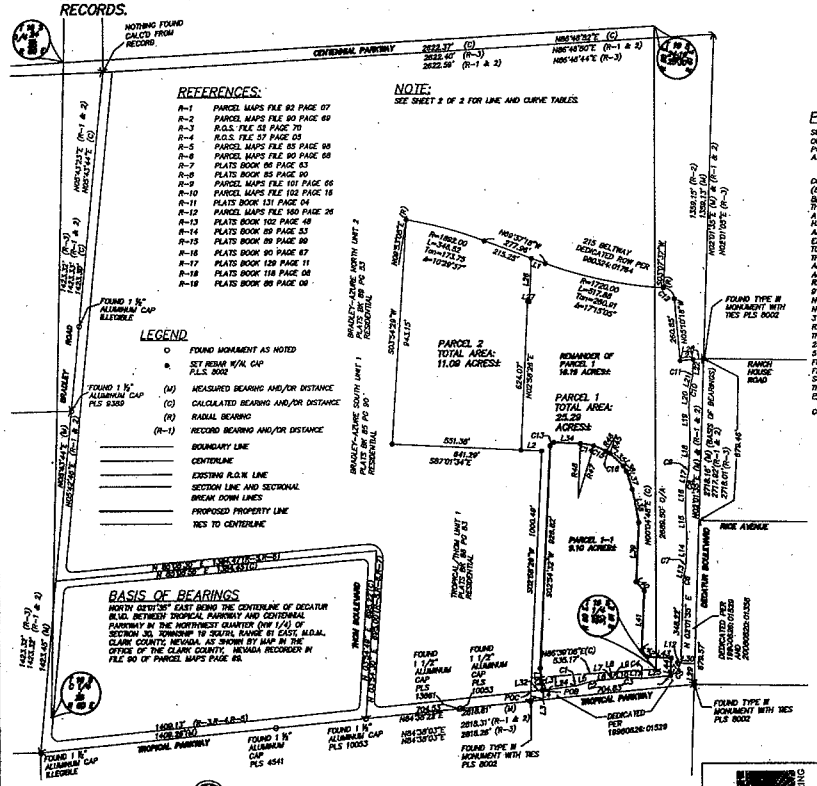
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

RECORD OF SURVEY

DECATUR & TROPICAL

SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 140 OF PLATS, PAGE 0042, CLARK COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF PARCEL 1 AS SHOWN IN FILE 174 OF SURVEYS, PAGE 16, CLARK COUNT OFFICIAL RECORDS.


CENTENNIAL PARKWAY
TROPICAL PARKWAY
DECATUR BOULEVARD
RANCHO HOUSE ROAD
RICE AVENUE
BRADLEY ROAD
PARCEL 2 TOTAL AREA: 11.09 ACRES±
REMAINDER OF PARCEL 1 16.19 ACRES±
PARCEL 1 TOTAL AREA: 25.29 ACRES±
PARCEL 1-1 9.10 ACRES±
POB
POC
NOTHING FOUND CALC'D FROM RECORD
FOUND 1 ½" ALUMINUM CAP ILLEGIBLE
FOUND 1 ½" ALUMINUM CAP PLS 10053
FOUND 1 ½" ALUMINUM CAP PLS 4541
FOUND TYPE III MONUMENT WITH TIES PLS 8002
DEDICATED PER BOOK/PAGE 01329
DEDICATED PER INSTRUMENT 20080602:04356
215 BELTWAY DEDICATED ROW PER BOOK/PAGE 01749
BRADLEY-ALPINE SOUTH UNIT 1 PLAT BK 85 PG 30 RESIDENTIAL
BRADLEY-ALPINE NORTH UNIT 2 PLAT BK 85 PG 33 RESIDENTIAL
TROPICAL TOWN UNIT 1 PLAT BK 88 PG 83 RESIDENTIAL
N 89°46'32" E 2622.37' (M)
N 89°46'44" E 2622.59' (R-3)
S 89°46'32" W 1408.30' (M)
1408.13' (R-3)
S 89°46'32" W 1408.30' (M)
S 89°46'44" W 1408.13' (R-3)
N 00°13'28" E 2642.65' (M)
N 00°13'16" E 2642.65' (R-3)
S 00°13'28" W 2642.65' (M)
S 00°13'16" E 2642.65' (R-3)
N 89°46'32" E 2622.37' (C)
2622.59' (R-3)
2622.59' (R-1 & 2)
N 89°46'50" E (R-1 & 2)
N 89°46'44" E (R-3)
N 89°46'32" E 1408.30' (M)
1408.13' (R-3)
S 89°46'32" W 1408.30' (M)
1408.13' (R-3)
S 89°46'44" W 1408.13'

RECORD OF SURVEY

DECATUR & TROPICAL

SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 140 OF PLATS, PAGE 0042, CLARK COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF PARCEL 1 AS SHOWN IN FILE 174 OF SURVEYS, PAGE 16, CLARK COUNT OFFICIAL RECORDS.

LINE TABLE

LINE	BEARING	LENGTH
L1	N59°37'18"W	62.71'
L2	S87°01'34"E	89.91'
L3	S02°58'26"W	60.43'
L4	S84°38'22"W	76.90'
L5	S74°51'10"W	68.17'
L6	S84°38'22"W	80.00'
L7	S05°21'38"E	3.00'
L8	S84°38'22"W	5.00'
L9	S05°21'38"E	3.00'
L10	S84°38'22"W	65.00'
L11	S85°06'08"E	51.96'
L12	N87°58'23"W	5.00'
L13	S72°14'03"W	51.96'
L14	N62°01'38"E	118.48'
L15	S02°36'20"E	123.83'
L16	N62°01'38"E	53.92'
L17	S12°14'03"W	51.96'
L18	N62°01'38"E	154.12'
L19	S01°58'23"E	106.58'
L20	N63°17'58"E	75.78'
L21	S12°51'14"W	51.97'
L22	N72°01'38"E	64.54'
L23	N62°01'38"E	113.37'
L24	N84°38'22"E	115.36'
L25	N02°58'26"E	181.70'
L26	S87°01'34"E	7.67'
L27	N85°48'02"E	45.27'
L28	S02°01'38"W	64.90'
L29	S87°58'23"E	50.00'
L30	S84°38'47"W	27.20'
L31	S84°38'22"W	48.88'
L32	S08°17'28"E	91.08'
L33	N87°01'34"W	113.33'
L34	N45°58'26"E	78.38'
L35	N21°02'34"W	25.01'
L36	N18°13'38"W	79.65'
L37	N11°08'18"W	141.26'
L38	N02°58'26"E	245.30'
L39	N42°01'34"W	52.80'
L40	N02°58'26"E	246.83'
L41	N42°01'34"W	35.97'
L42	N87°01'34"W	102.53'
L43	N02°58'26"E	71.78'
R45	S18°22'17"W	82.11'
R46	S31°05'40"W	82.11'
R47	N17°13'43"E	222.48'
R48	N02°36'52"E	222.48'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	20.00	2.87	8°30'20"	1.49
C2	30.00	5.12	9°47'13"	2.57
C3	30.00	5.34	10°12'26"	2.68
C4	20.00	3.56	10°12'26"	1.78
C5	54.00	77.86	82°36'27"	47.45
C6	25.00	4.45	10°12'26"	2.23
C7	25.00	4.45	10°12'26"	2.23
C8	25.00	4.45	10°12'26"	2.23
C9	25.00	4.45	10°12'26"	2.23
C10	25.00	4.17	9°33'49"	2.09
C11	25.00	4.72	10°49'40"	2.37
C12	50.00	71.36	81°47'05"	43.24
C13	15.00	23.56	90°00'00"	15.00
C14	227.49	58.03	14°36'51"	29.17
C15	239.40	57.94	13°51'57"	29.11
C16	83.11	18.23	12°33'23"	9.15
C17	54.00	8.29	8°47'55"	4.65
C18	54.00	68.97	72°45'23"	39.78

Mark Lee Quigley PLS 5/22/11

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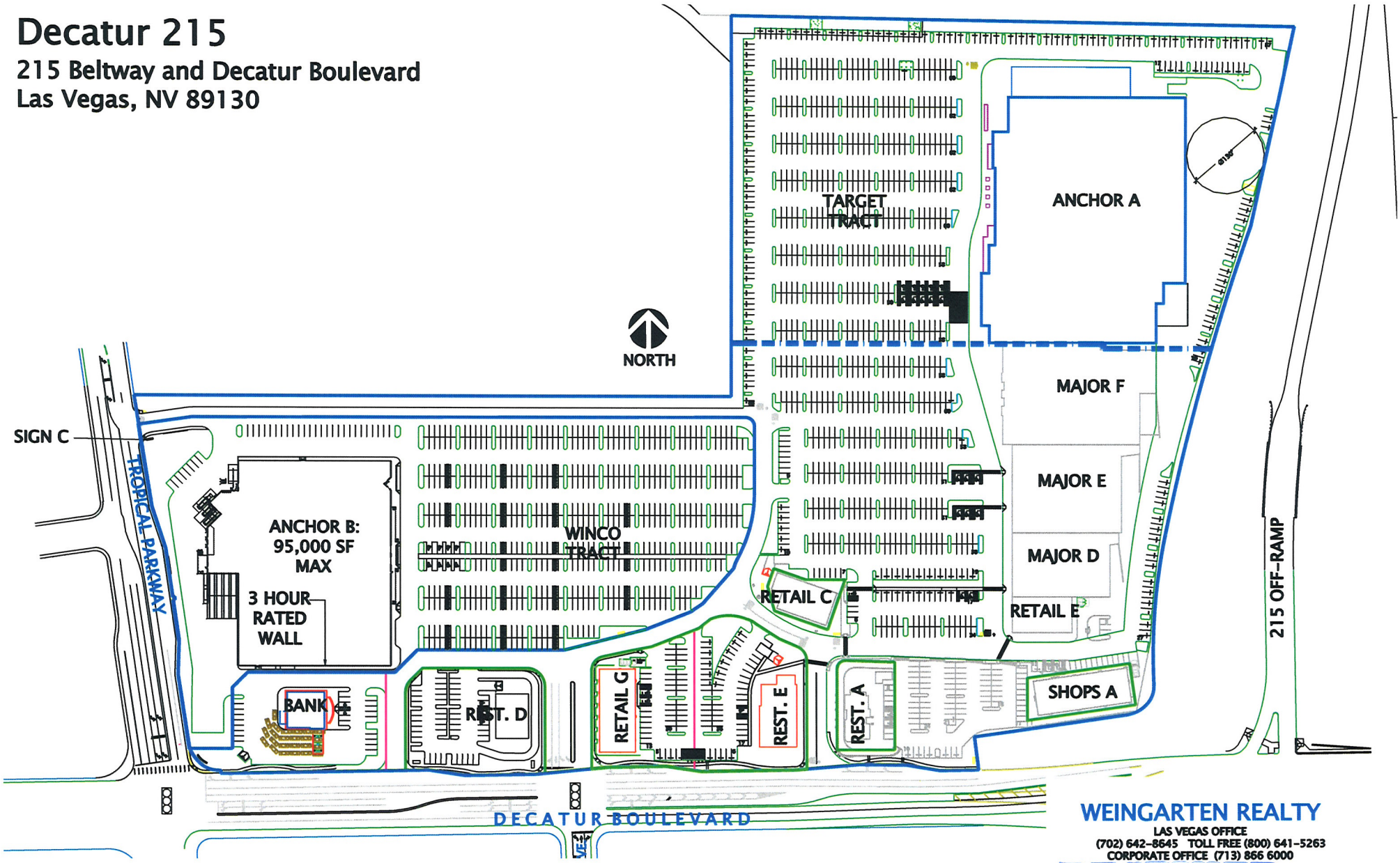
ROC-41851

Decatur 215

215 Beltway and Decatur Boulevard
Las Vegas, NV 89130



This site plan is presented solely for the purpose of identifying the approximate location and size of the building presently contemplated by the owner. Building sizes, site dimensions, access and parking areas, existing leases locations and identities are subject to change without notice and at the owners discretion. Unit numbers as indicated are not necessarily the actual suite numbers and are intended for use as a reference only.

Land Area: 1,586,891 sf./ 36.43 Acres
Building Area: 374,297 sf.
Parking: 1,953 Spaces @ 5.22 /1000sf.

Scale: 1"=100'
Rev.: 02-14-2011

WEINGARTEN REALTY
LAS VEGAS OFFICE
(702) 642-8645 TOLL FREE (800) 641-5263
CORPORATE OFFICE (713) 866 6000
www.weingarten.com

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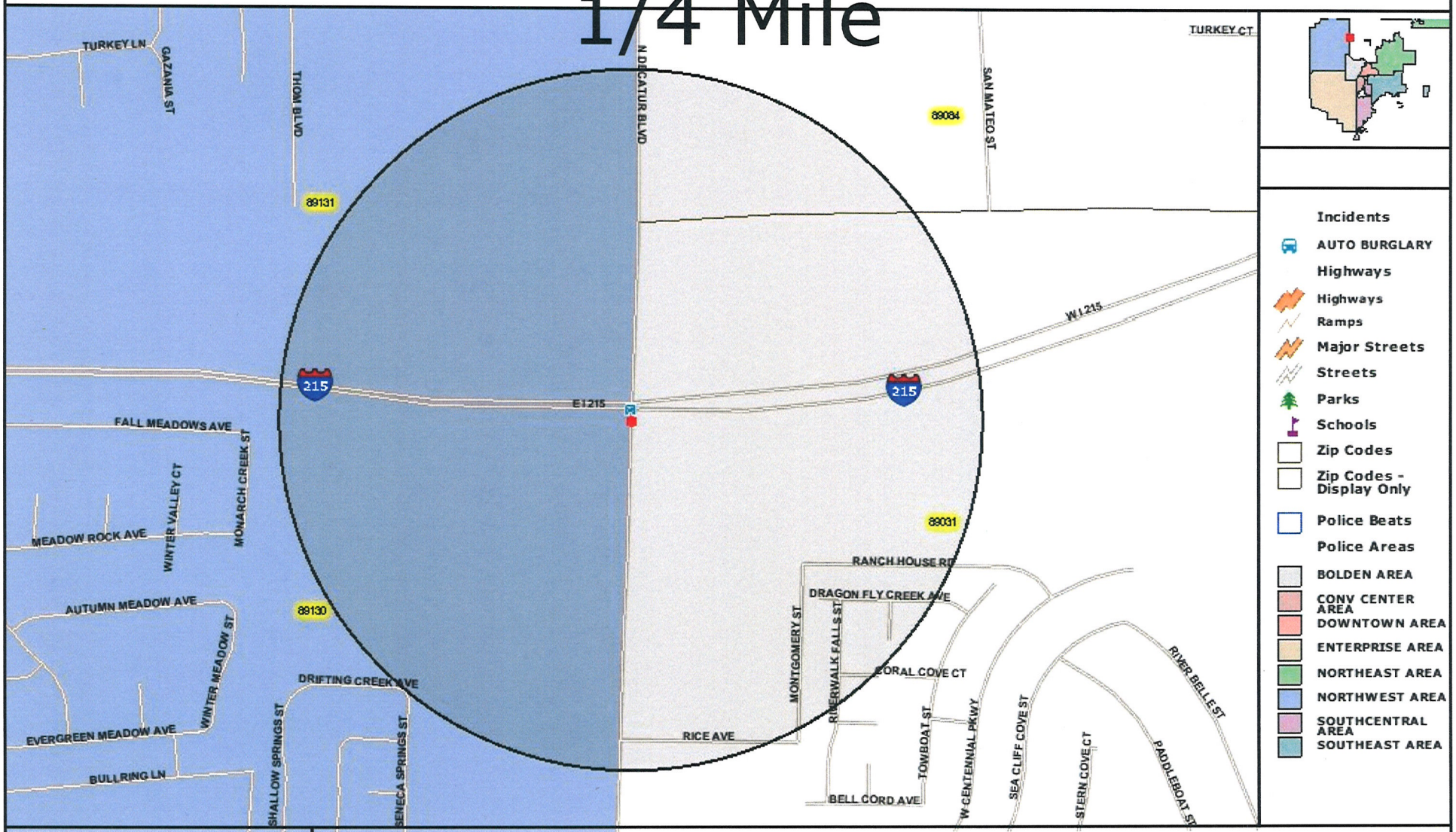
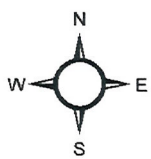
Crime
1/4 Mile





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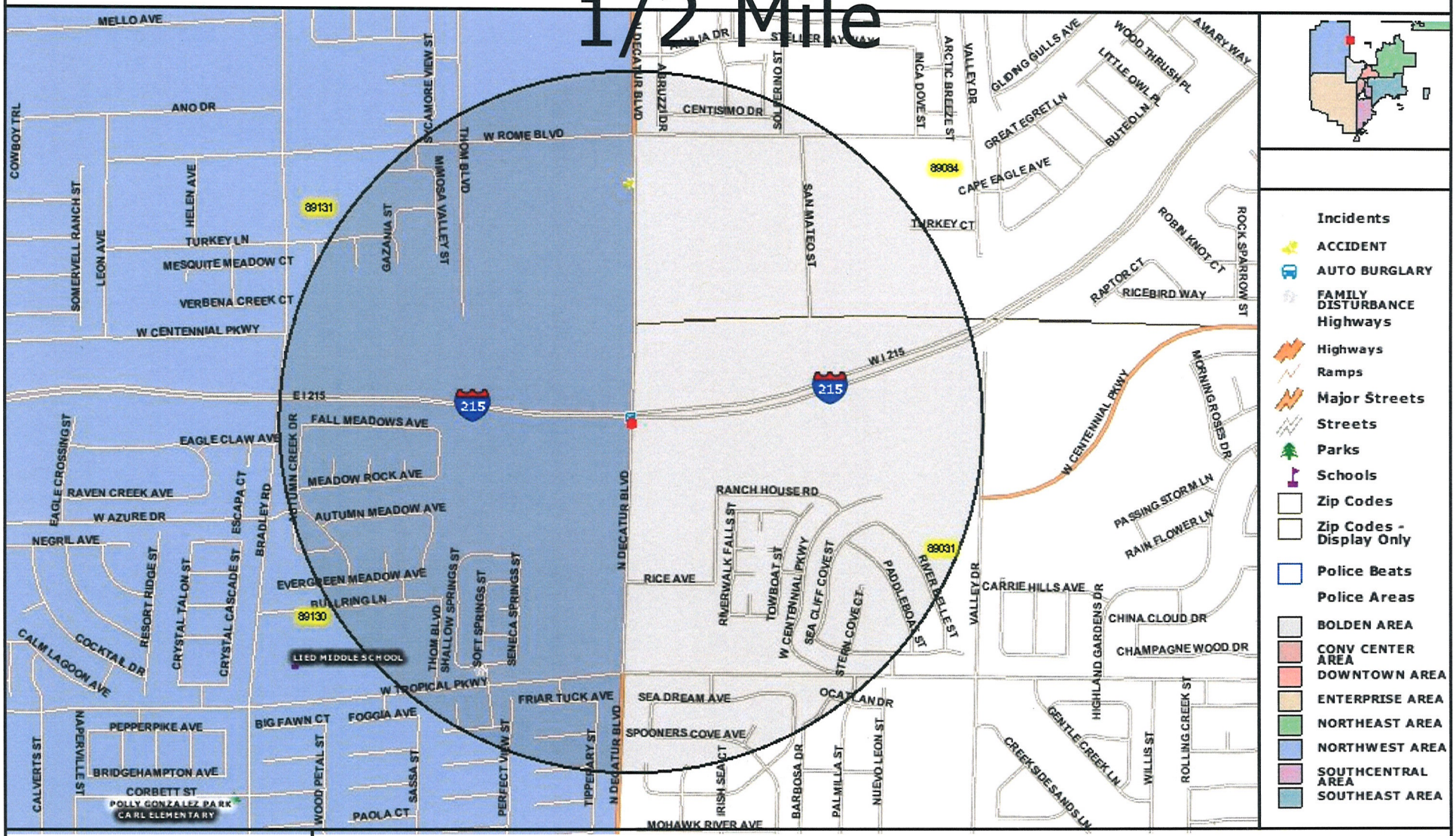
Crime
1/2 Mile



Incidents
- ACCIDENT
- AUTO BURGLARY
- FAMILY DISTURBANCE

Highways
- Highways
- Ramps
- Major Streets
- Streets
- Parks
- Schools
- Zip Codes
- Zip Codes - Display Only
- Police Beats

Police Areas
- BOLDEN AREA
- CONV CENTER AREA
- DOWNTOWN AREA
- ENTERPRISE AREA
- NORTHEAST AREA
- NORTHWEST AREA
- SOUTHCENTRAL AREA
- SOUTHEAST AREA

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Summary Report		
Crime Type	**Total**	**Chart**
AUTO BURGLARY	1	
Grand Total	**1**	

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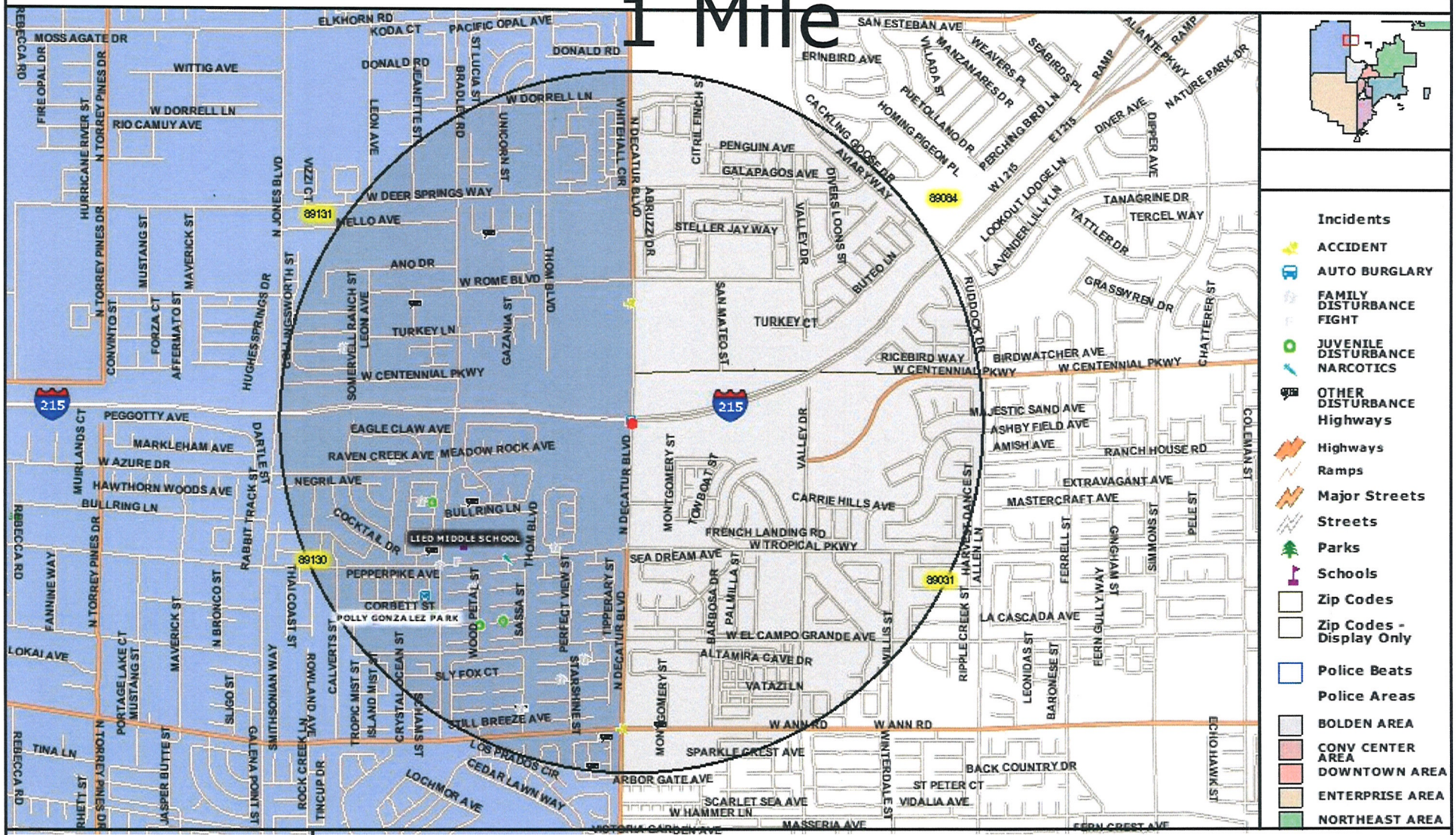
Crime
1 Mile



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1 mile

Summary Report		
Crime Type	**Total**	**Chart**
ACCIDENT (TRAFFIC)	2	
AUTO BURGLARY	2	
FAMILY DISTURBANCE	14	
FIGHT	1	
JUVENILE DISTURBANCE	3	
NARCOTICS	1	
OTHER DISTURBANCE	6	
Grand Total	**29**	

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Detailed Incident Report (Sorted Ascending By Crime Type)					
#	Case #	Crime Type	Date	Time	100 Block
1	LLV110205003154	ACCIDENT (TRAFFIC)	20110205	17:45:50	6500 HUNDRED BLOCK OF N DECATUR BLVD
2	LLV110219001787	ACCIDENT (TRAFFIC)	20110219	11:22:35	W ANN RD&N DECATUR BLVD
3	LLV110207002469	AUTO BURGLARY	20110207	15:30:06	N DECATUR BLVD&E I 215
4	LLV110223000986	AUTO BURGLARY	20110223	07:29:33	5900 HUNDRED BLOCK OF OAKTON ST
5	LLV110130002983	FAMILY DISTURBANCE	20110130	17:49:12	W ANN RD&N DECATUR BLVD
6	LLV110208002002	FAMILY DISTURBANCE	20110208	12:52:25	BRADLEY RD&W TROPICAL PKWY
7	LLV110209003512	FAMILY DISTURBANCE	20110209	18:34:33	5500 HUNDRED BLOCK OF RAINCREEK AVE
8	LLV110210000612	FAMILY DISTURBANCE	20110210	04:49:25	5500 HUNDRED BLOCK OF RAINCREEK AVE
9	LLV110210002784	FAMILY DISTURBANCE	20110210	16:07:03	5400 HUNDRED BLOCK OF BRIDGEHAMPTON AVE
10	LLV110211004362	FAMILY DISTURBANCE	20110211	20:58:59	5600 HUNDRED BLOCK OF RAVEN CREEK AVE
11	LLV110212003683	FAMILY DISTURBANCE	20110212	19:09:26	5500 HUNDRED BLOCK OF RAINCREEK AVE
12	LLV110215003807	FAMILY DISTURBANCE	20110215	20:52:29	4900 HUNDRED BLOCK OF SPARKLING SKY AVE
13	LLV110215003841	FAMILY DISTURBANCE	20110215	21:01:34	5000 HUNDRED BLOCK OF FROZEN SPRINGS CT
14	LLV110220001769	FAMILY DISTURBANCE	20110220	10:44:57	5800 HUNDRED BLOCK OF MCLENNAN RANCH AVE
15	LLV110222003787	FAMILY DISTURBANCE	20110222	18:57:25	5000 HUNDRED BLOCK OF RUNNING RAPIDS AVE
16	LLV110222004724	FAMILY DISTURBANCE	20110222	23:26:30	5300 HUNDRED BLOCK OF COOL DAWN CT
17	LLV110226001946	FAMILY DISTURBANCE	20110226	12:26:15	5100 HUNDRED BLOCK OF YELLOW DAWN CT
18	LLV110226003689	FAMILY DISTURBANCE	20110226	19:42:32	5500 HUNDRED BLOCK OF RAINCREEK AVE
19	LLV110215002301	FIGHT	20110215	14:31:36	5300 HUNDRED BLOCK OF W TROPICAL PKWY
20	LLV110222002564	JUVENILE DISTURBANCE	20110222	14:15:16	5400 HUNDRED BLOCK OF RAINCREEK AVE
21	LLV110226003710	JUVENILE DISTURBANCE	20110226	19:45:29	5200 HUNDRED BLOCK OF PAOLA CT
22	LLV110226004229	JUVENILE DISTURBANCE	20110226	21:34:35	5800 HUNDRED BLOCK OF WOOD PETAL ST
23	LLV110209004738	NARCOTICS	20110209	23:57:45	CAPUA ST&W TROPICAL PKWY
24	LLV110205003258	OTHER DISTURBANCE	20110205	18:10:26	5300 HUNDRED BLOCK OF EVERGREEN MEADOW AVE
25	LLV110211003735	OTHER DISTURBANCE	20110211	18:29:20	5300 HUNDRED BLOCK OF BLUE EVERGREEN AVE
26	LLV110212001998	OTHER DISTURBANCE	20110212	12:15:51	4800 HUNDRED BLOCK OF MINTURN AVE
27	LLV110212002275	OTHER DISTURBANCE	20110212	13:47:54	6000 HUNDRED BLOCK OF CRYSTAL CASCADE ST
28	LLV110214002249	OTHER DISTURBANCE	20110214	13:17:46	5100 HUNDRED BLOCK OF YELLOW DAWN CT
29	LLV110219004355	OTHER DISTURBANCE	20110219	22:34:53	6500 HUNDRED BLOCK OF HELEN AVE

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

November 9, 2007

Mr. Phillip Nourafchan
Decatur IV, LLC
3110 South Durango Drive, Suite #203
Las Vegas, Nevada 89117

RE: SDR-22582 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 19, 2007
RELATED TO GPA-22584 AND ZON-22583

Dear Mr. Nourafchan:

The City Council at a regular meeting held September 19, 2007 APPROVED the request for a Site Development Plan Review FOR A 458,053 SQUARE FOOT RETAIL CENTER on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-501-010, 125-25-601-022, and 125-25-601-023), C-1 (Limited Commercial) Zone and R-E (Residence Estates) Zone under Resolution of Intent to R-PD15 (Residential Planned Development - 15 Units Per Acre) [PROPOSED: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on September 20, 2007. This approval is subject to:

Added Conditions:

A. The driveway that aligns with Rice Avenue shall be designed to allow a maximum of two northbound left turning movements and shall have a minimum unimpeded throat depth of 250 feet.

B. The northern most driveway on Decatur Boulevard shall be designed with a width that allows a delivery truck to not encroach into the egress driveway lane. The design shall accommodate a WB-50 turning sweep.

C. The developer shall construct a barrier system across the westernmost drive aisle adjacent to the "Anchor" structure limiting access to passenger vehicles only, but prohibiting access to larger trucks and vans. The barrier shall be designed to accommodate emergency vehicles access acceptable to City Fire Services, without the need for electronic operation. The barrier system shall be maintained in good operating condition by property owner or association.

Planning & Development

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-22584) and Rezoning (ZON-22583) shall be required.

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan and building elevations date stamped 09/13/07, except as amended herein.

4. Submission of a commercial subdivision map consolidating the parcels prior to the issuance of any building or grading permits shall be required.

5. 24-Hour security shall be provided on-site upon the issuance of building permits by the Building and Safety Department. No business licenses shall be issued for the site prior to the submittal of documentation that substantiates compliance with this condition.

6. Delivery hours shall be limited to Monday through Saturday from the hours of 6:00 a.m. to 9:00 p.m.

7. Hours of operation for this development shall be: Friday and Saturday – 6:00 A.M. to 1:00 A.M. and Sunday through Thursday - 6:00 A.M. to midnight.

8. Deleted at City Council.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: all spacing requirements of LVMC Title 19.12.040 shall be met; specifically, along Tropical Parkway all perimeter trees shall be planted a maximum of 20 feet on center, unless in conformance with an approved alternative. Further, the technical landscape plan shall include a detailed tabulation of the total number of trees provided per species and that total amount shall be equal to or greater than the minimum requirements as outlined in LVMC Title 19.10.010 (J)(11)(c) and LVMC Title 19.12040.

10. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

11. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect the changes herein. The required perimeter and interior screening walls, per LVMC Title 19.08.050 and LVMC Title 19.12.075 must be indicated on the plan and a detail that illustrates the height and material to be used noted.

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12. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

13. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

14. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

15. Shoebox lighting shall be used throughout the entire development. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

16. A Master Sign Plan shall be submitted for approval by the City of Las Vegas prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.

17. Deleted at City Council.

18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

19. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

20. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

21. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

22. Deleted at City Council.

23. Deleted at City Council.

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Public Works

24. Submit a Petition of Vacation for the existing access easements, public sewer and public drainage easements that conflict with this site plan. The Order of Vacation shall record prior to the issuance of any building permits adjacent to or overlying the areas encumbered by such existing easements.

25. Dedicate appropriate rights-of-way in accordance with Standard Drawing 201.1 for dedicated left or right-turn lanes and Standard Drawings 234.1, 234.2 and 234.3 for bus turnouts prior to the issuance of any permits adjacent to this site unless specifically identified in writing as not required in the approved Traffic Impact Analysis.

26. Construct half-street improvements on Decatur Boulevard, including appropriate overpaving (if legally able) and Tropical Parkway adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

27. A minimum of two lanes of asphalt pavement on the major access street(s) adjacent to this site, and a working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed within 24 months of approval of construction drawings. No partial bond releases will be allowed until all perimeter roadway improvements are in place.

28. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site; the connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network; the connecting sidewalk shall be terminated on-site with a handicap ramp.

29. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveways accessing this site.

30. Landscape and maintain all unimproved rights-of-way, if any, on Decatur Boulevard and Tropical Parkway adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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35. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. Approval of this Site Plan does not constitute approval of any deviations. We note that meandering sidewalk is shown adjacent to Decatur Boulevard.

36. Coordinate with the Clark County Department of Public Works to discuss any impacts to this site plan from the I-215 Beltway. Provide documentation from Clark County to the City of Las Vegas Land Development Section that this condition has been satisfied prior to the approval of any construction drawings.

37. Coordinate with the City of North Las Vegas Public Works Department to discuss traffic control (traffic signals and median openings) on Decatur Boulevard. Provide documentation from the City of North Las Vegas to the City of Las Vegas Land Development Section that this condition has been satisfied prior to the approval of any construction drawings. Developer shall construct a traffic signal at the intersection of Decatur Boulevard and Tropical Parkway concurrent with first phase of construction of offsite improvements adjacent to this site. In addition, if the approved Traffic Impact Analysis identifies Decatur Boulevard/Rice Avenue as a signalized intersection, developer shall construct full traffic signal at that intersection. Traffic signals shall not be activated until approved by the City Traffic Engineer.

38. The driveway proposed on Decatur Boulevard shall align with Rice Avenue.

39. Tropical Parkway shall be posted "No Parking" adjacent to this site.

40. Coordinate with the City Traffic Engineer regarding modifications of the median on Tropical Parkway to restrict left turning movements out, but allow left turning movements into the proposed driveway access. Comply with the recommendations of the City Traffic Engineer.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. James Stroh
1955 Pama Lane
Las Vegas, Nevada 89119

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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

January 31, 2011

CORRECTED LETTER

Mr. Lance Sherwood
Decatur 215, LLC
44440 North 36th Street, Suite #200
Phoenix, Arizona 85018

RE: SDR-40223 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-40226 AND SUP-40225
PLANNING COMMISSION MEETING OF JANUARY 25, 2011

Dear Mr. Sherwood:

Your request for a Major Amendment of a previously approved Site Development Plan Review (SDR-22582) FOR A PROPOSED 94,683 SQUARE-FOOT GROCERY STORE OPERATING 24-HOURS, SEVEN DAYS A WEEK, WITH A WAIVER TO ALLOW A 10-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE SOUTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on a portion of 25.29 acres at 6101 North Decatur Boulevard (APN 125-25-614-001), C-1 (Limited Commercial) Zone, Ward 6 (Ross), was considered by the Planning Commission on January 25, 2011.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning and Development

1. Delivery hours for the Grocery Store with Accessory Package Liquor Off-Sales use shall be seven days a week, 6:00 a.m. to 12:00 a.m.

2. Delivery trucks shall not access to/from Tropical Parkway.

3. There shall be "No Delivery Truck Access" signage posted at the Tropical Parkway entrance/exit.

4. Delivery trucks shall access to/from Rice Avenue.

5. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-40223) and Variance (VAR-40226) shall be required, if approved.

6. Conformance to the conditions of approval for Master Sign Plan (MSP-25930) and Site Development Plan Review (SDR-22582).

7. This approval shall be void two years from the date of final approval unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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ROC 40851

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8. All development shall be in conformance with the site plan date stamped: 01/03/2011 and the landscape plan, floor plans and building elevations date stamped 11/15/2010 except as amended by conditions herein.

9. A Waiver from Title 19.12 is hereby approved, to allow a 10-foot wide landscape buffer where a 15-foot wide landscape buffer is required.

10. Prior to the issuance of Building Permits, the applicant shall revise the Site Plans to reflect a five-foot wide loading zone on each side of a designated Handicapped parking space and at least one eight-foot wide loading zone for Van Accessible Handicapped parking spaces, where required.

11. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 11/15/2010. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

12. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

13. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

14. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan: Five-gallon vining plants such as Cat's Claw or Hacienda Creeper planted 20-feet on-center adjacent to the southern face of the wall fronting Tropical Parkway.

15. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

16. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

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ROC-40851

17. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

18. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

19. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

20. Hours of operation for the Grocery Store with Accessory Package Liquor Off-Sales use shall be seven days a week – 24 hours per day.

21. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

22. An update to the previously approved Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings, whichever may occur first. Comply with the recommendations of the approved update to the Traffic Impact Analysis prior to occupancy of the site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

23. An Update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

24. Comply with all applicable previous conditions of approval for ZON-22583, SDR-22582, the Decatur and Tropical Subdivision Map and all other site-related actions.

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ROC-40851

This action by the Planning Commission on **January 25, 2011** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***February 7, 2011***. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Ty Morrison
WinCo Foods
650 North Armstrong Place
Boise, Idaho 83704

Mr. Perry Shea
Shea Carr Jewell
2102 Carriage Drive, Southwest Building H
Olympia, Washington 98502

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ROC-40851

WEINGARTEN REALTY

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

Weingarten Realty is the trade name of Weingarten Realty Investors (the "trust") which is an unincorporated trust organized under the Texas Real Estate Investment Trust Act. Neither the shareholders of the trust, nor its trust managers, officers, employees or other agents are personally, corporately or individually liable for any debt, act, omission or obligation of the trust, and all persons having claims of any kind against the trust must look solely to the property of the trust for the enforcement of their rights.

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400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 JUN 27 P 12:45

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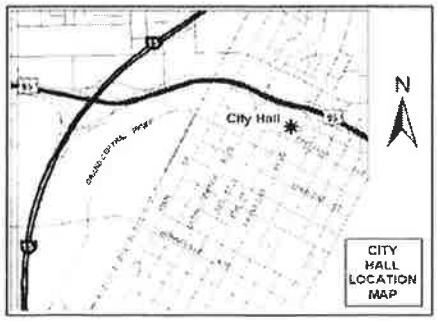

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-41851
City Council Meeting of **07/06/2011**

Case: ROC-41851
12525712060
SMITH JAMES D & BETTY J
5013 TROPICAL CLIFF AVE
LAS VEGAS NV 89130-7223

89130

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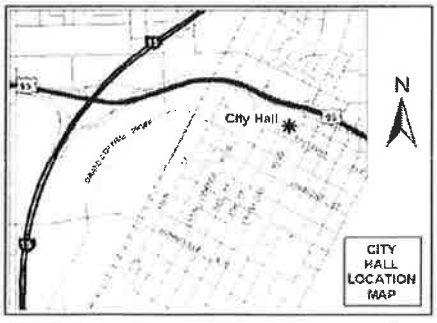

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ROC-41851
City Council Meeting of **07/06/2011**

Case: ROC-41851
12525611029
GRAF MICHELLE B
6028 SHALLOW SPRINGS ST
LAS VEGAS NV 89130-7028

89130

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Las Vegas, Nevada 89101

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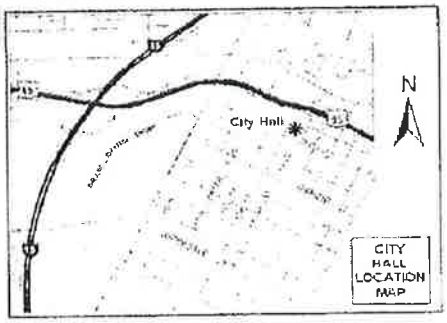

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ROC-41851
City Council Meeting of **07/06/2011**

XXOC-24-11 LV NV 891XX

Case: ROC-41851
12430315106
[redacted]
4709 SEA DREAM AVE
NO LAS VEGAS NV 89031-3485

06/26/2011 23:03 8391134 JOHNSON PAGE 01

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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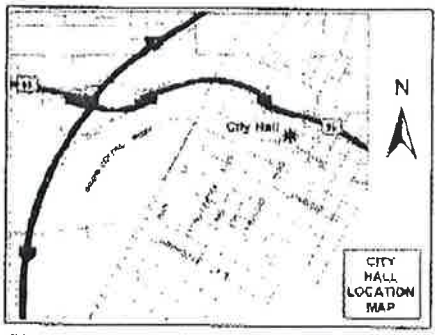

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ROC-41851
City Council Meeting of **07/06/2011**

XXOC-24-11 LV NV 891XX

TARGET HAS ALREADY BEEN BROKEN INTO. I THINK IT WOULD BE A MISTAKE NOT TO HAVE SECURITY AT NIGHT.

Case: ROC-41851
12525613001
JOHNSON ELLA B
6109 SHALLOW SPRINGS ST
LAS VEGAS NV 89130-7049

PO BOX 8391134

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2011 JUN 27 P 1:24

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-41851

City Council Meeting of **07/06/2011**

12525612044 Case ROC-41851
MATTOS ANDREW M
5016 MORNING CREEK CT
LAS VEGAS NV 89130-7010

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2011 JUN 27 A 7:04

XXD6-24-11 LV NV 891XX

Case: ROC-41851
12430110083
ELLIS CHRISTOPHER L & KIMBERLY J
4650 RANCH HOUSE RD #60
NO LAS VEGAS NV 89031-4612

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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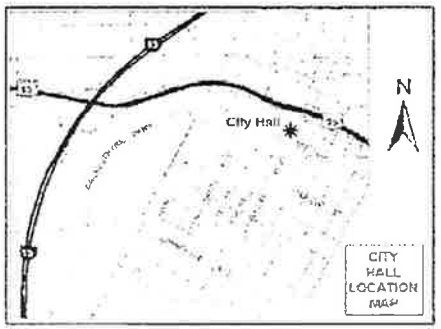

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City Council Meeting of **07/06/2011**

47 DRDFN11 89031

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2011 JUN 28 P 2:27

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400 Stewart Avenue
Las Vegas, Nevada 89101

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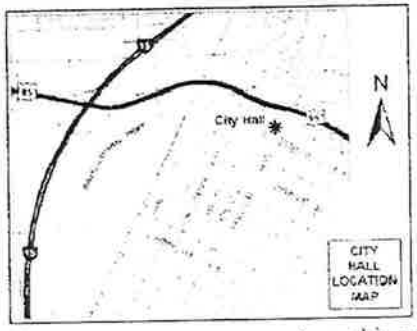

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☐ I SUPPORT this Request

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ROC-41851
City Council Meeting of **07/06/2011**

XXOS-24-11 LV NV 891XX

Case: ROC-41851
12525712065
STAHL ROBERT & BRIAR
5028 TROPICAL CLIFF AVE
LAS VEGAS NV 89130-7224

TO ORDFN11 89130

From 7026669142 1.832.426.7781 Tue Jun 28 14:55:31 2011 MST Page 1 of 1

06/28/2011 TUE 12:59 [TX/RX NO 9652] 001

City of Las Vegas
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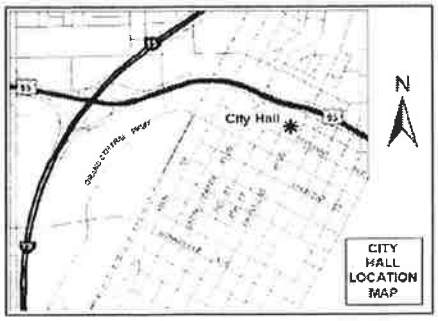

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ROC-41851
City Council Meeting of **07/06/2011**

Case: ROC-41851
12525613013
BALL STEVEN C & NORMA L
1420 PEERLESS PL #108
LOS ANGELES CA 90035-2868

89 DROPMIL 90035

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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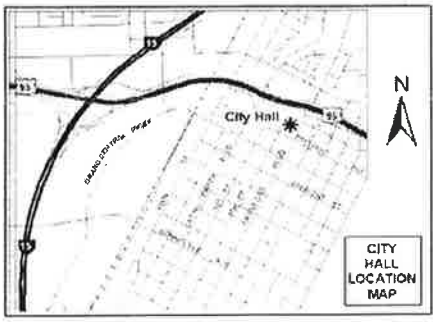

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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 DROPMIL 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 SEP 26 P 12:08

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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 **10/05/2011**

Case: ROC-41851
12525712060
SMITH JAMES D & BETTY J
5013 TROPICAL CLIFF AVE
LAS VEGAS NV 89130-7223

TO PROTEST 9130

City of Las Vegas Agenda Item No.: **75.**

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

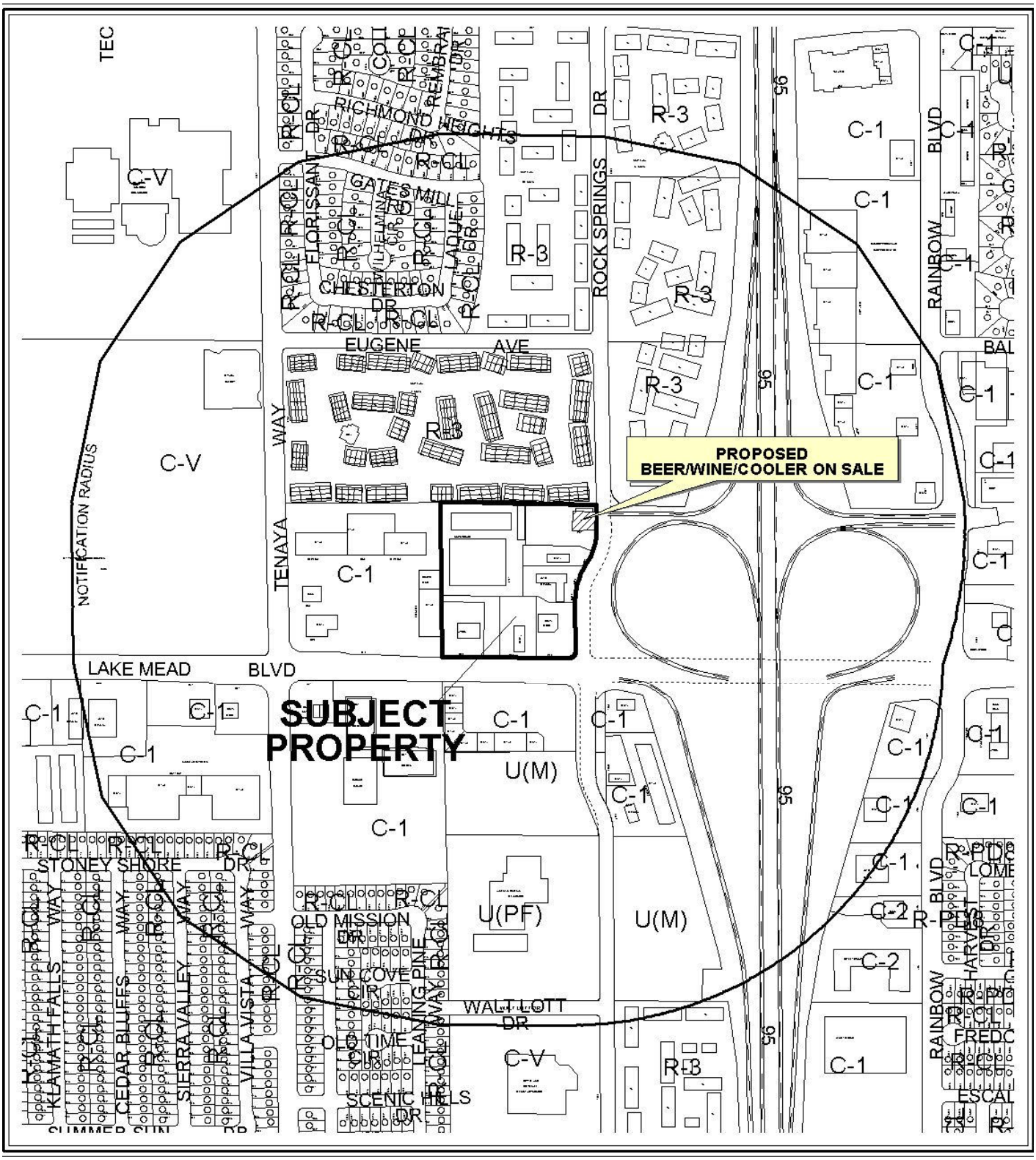
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommends APPROVAL, subject to conditions:

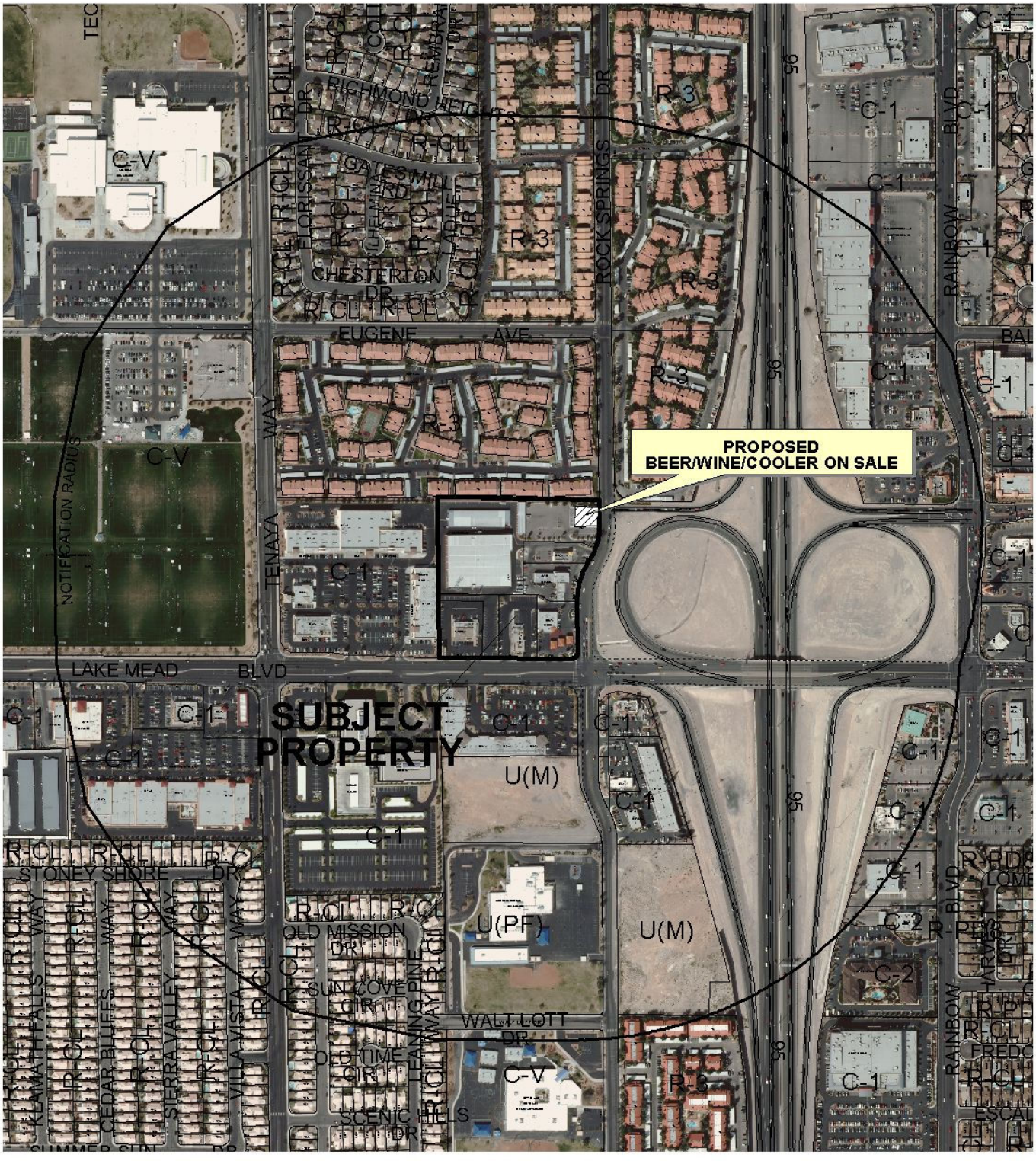
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the August 9, 2011 Planning Commission Meeting Item – SUP-42254



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)

N

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
- N

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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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.

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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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)

Most Recent Change of Ownership	
04/19/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
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.

Pre-Application Meeting	
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.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
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.

Details of Application Request	
Site Area	
Net Acres	1.11

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
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)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
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		Y
Regular and Handicap Spaces Required			62	3	76	4	Y

RG

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.**

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: CHI 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: CHI HSUAN WU.

Subscribed and sworn before me

This 7th day of June, 2011

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BENJAMIN W. NERO II
No: 10-1673-1
My Appointment Expires Feb. 23, 2014

RECEIVED
JUN 23 2011
City of Las Vegas

PLANNING & DEVELOPMENT

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-TARKANIAN

General Plan: existing √SC 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 CHI HSIAN 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 (GLORIELL HOLDINGS, LLC) **Contact** GLORIA ROSELL-ENSLER

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* Chi Hsian Wu.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHI HSIAN WU.

Subscribed and sworn before me

This 7th day of June, 20 11.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BENJAMIN W. NERO II
No: 10-1673-1
My Appointment Expires Feb. 23, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-42254
Meeting Date:	8/9/11
Total Fee:	$1,280
Date Received:*	6/23/11
Received By:	BMS

*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

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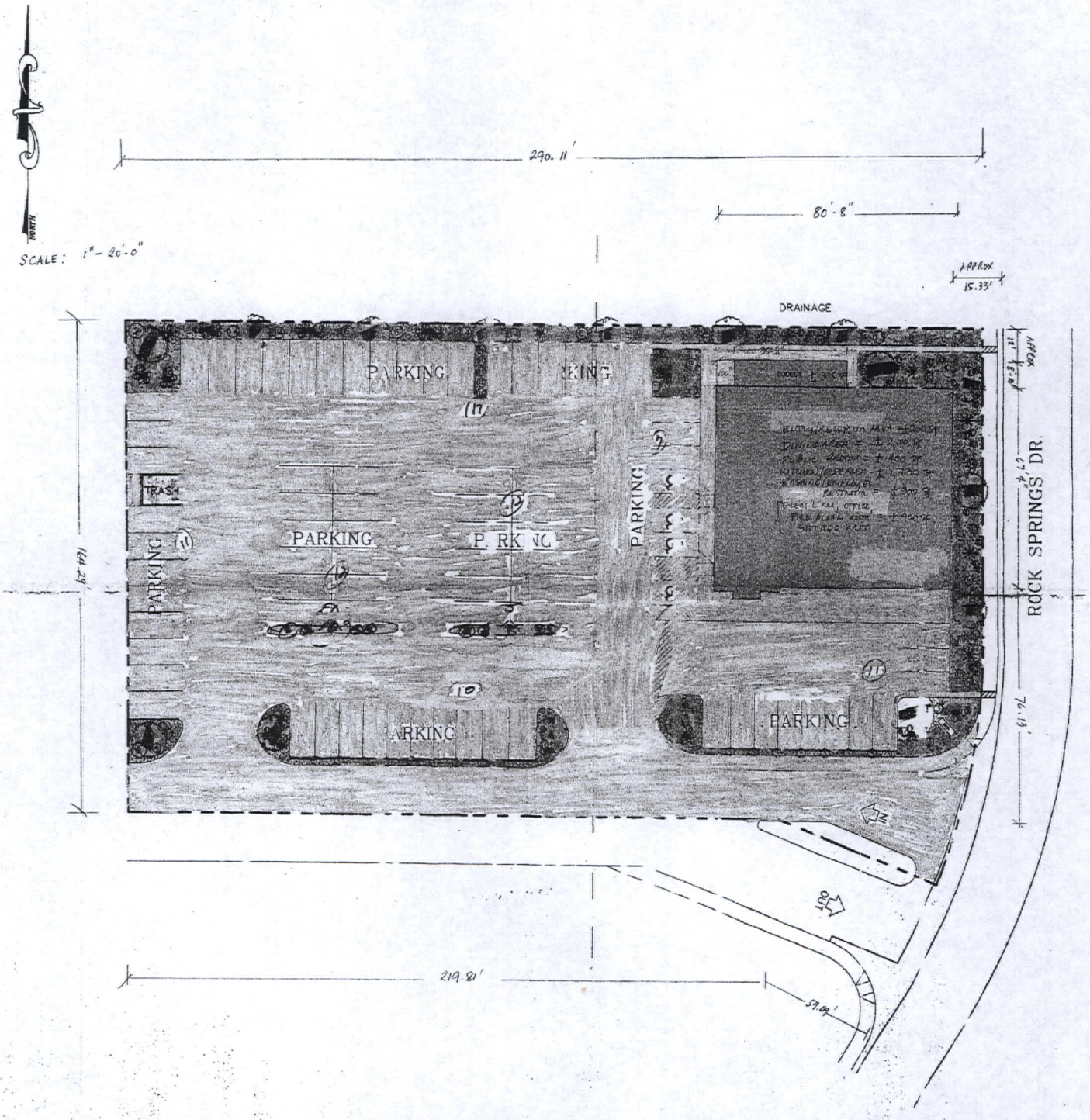
JUN 23 2011
City of Las Vegas



PANCIT-ADOBO FILIPINO RESTAURANT

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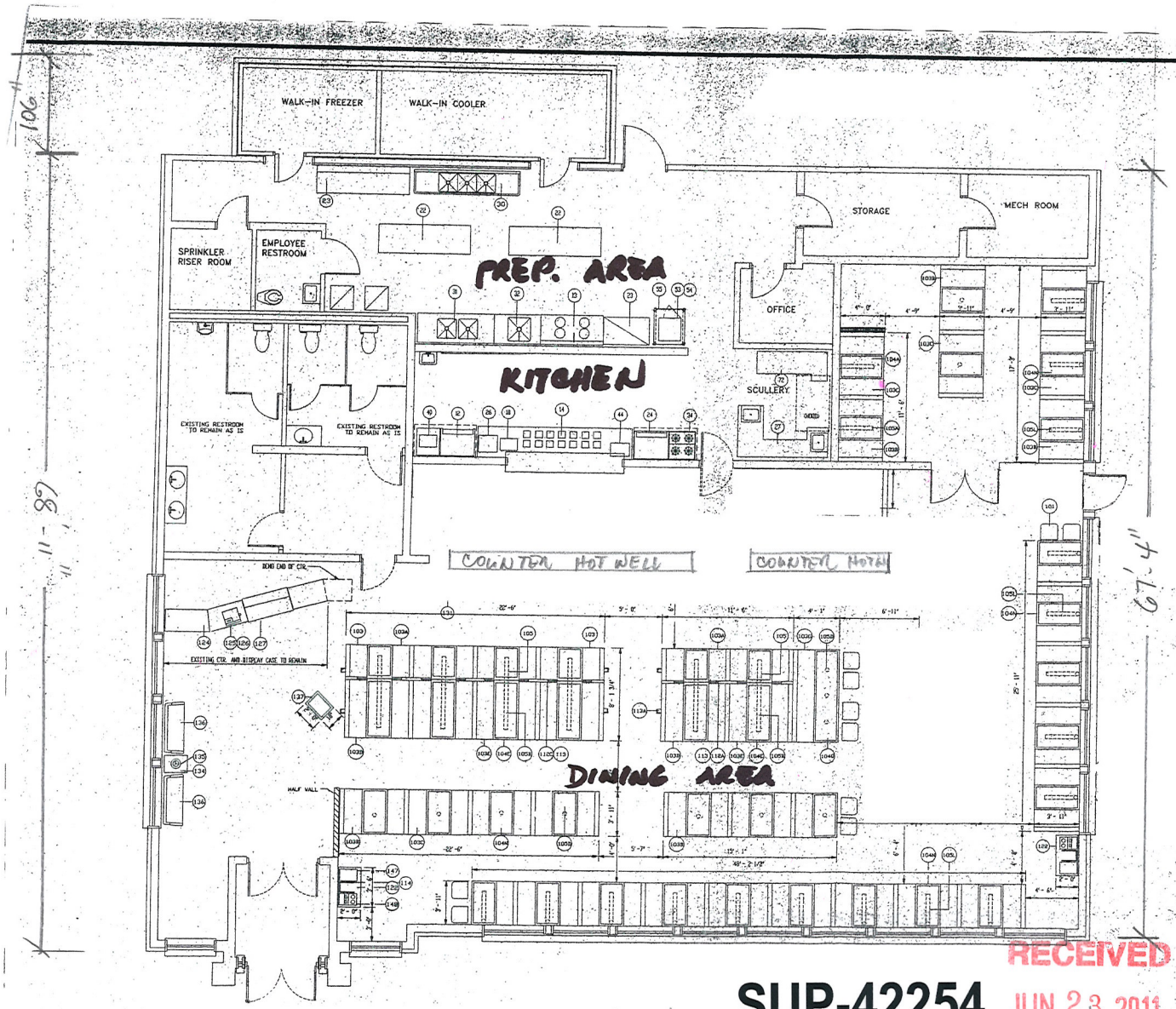
SUP-42254
REVISED



FURNITURE SCHEDULE

ITEM #	QTY.	DESCRIPTION	SUPPLIED BY	SET IN PLACE BY
101	LOT	OWNER:	STAINLESS	OWNER
103	4	60" SINGLE WIDTH PREMIER	STAINLESS	OWNER
103A	4	120" DOUBLE WIDTH PREMIER	STAINLESS	OWNER
103B	10	48" SINGLE WIDTH PREMIER	STAINLESS	OWNER
103C	20	96" DOUBLE WIDTH PREMIER	STAINLESS	OWNER
103D	4	96" SINGLE WIDTH PREMIER	STAINLESS	OWNER
103E	4	96" DOUBLE WIDTH PREMIER	STAINLESS	OWNER
104	1	96" SLOTTED PREMIER	STAINLESS	OWNER
104A	2	24"x48" TABLE TOP 3-SIDED W/FIXTURE END	STAINLESS	OWNER
104C	6	24"x30" TABLE TOP 3-SIDED W/FIXTURE END & DIVIDERS	STAINLESS	OWNER
104B	28	24"x48" TABLE TOP 4-SIDED W/FIXTURE END	STAINLESS	OWNER
104D	1	24"x48" TABLE TOP 4-SIDED W/FIXTURE END	STAINLESS	OWNER
105	1	42" CANTILEVER BRACKET	STAINLESS	OWNER
105A	2	42" CANTILEVER BRACKET	STAINLESS	OWNER
105B	6	60" CANTILEVER BRACKET	STAINLESS	OWNER
105D	14	96"x12" (2) TABLE SHOES (17"x20")	STAINLESS	OWNER
105E	3	MOP-HOOK	STAINLESS	OWNER
105A	17	96"x12" (2) TABLE SHOE (W/CANTILEVER FOR 42" TABLES)	STAINLESS	OWNER
112A	1	11'-6" DBL FACE WALL PANEL W/LIFT-OUT DIVIDER	STAINLESS	OWNER
112C	3	20'-2" DBL FACE WALL PANEL W/LIFT-OUT DIVIDER	STAINLESS	OWNER
113	4	10 3/8" x 82 1/4" STICKY GLASS PANEL	STAINLESS	OWNER
113A	3	(2)TY LIFT-OUT DIVIDER HOLDERS	STAINLESS	OWNER
114	3	MENU HOLDER	STAINLESS	OWNER
115C	1	7'-0"HIGH 3" DIA. FIN-SHAPED PANELS SEE PLAN F/SIZE	STAINLESS	OWNER
116H	1	7'-0"HIGH 3" DIA. FIN-SHAPED PANELS SEE PLAN F/SIZE	STAINLESS	OWNER
122	3	WAITRESS SERVICE STATION SEE PLAN F/SIZE	STAINLESS	OWNER
123	1	HOT FOOD BUFFET/SOUP & SALAD BAR	STAINLESS	OWNER
124		CASHIER CABINETS EXISTING	OWNER	OWNER
125		CASH REGISTER SYSTEM	E.B.R.I.	OWNER
126		REFRIGERATION UNITS	E.B.R.I.	OWNER
127		BAKERY DISPLAY CASE	EXISTING	OWNER
131	1	CARRY OUT COUNTER	STAINLESS	OWNER
134	1	WAITING AREA TABLES	E.B.R.I.	OWNER
135		TABLE CAMPS	E.B.R.I.	G. C.
136	2	SINK SEAT "FASHION SEAL" W.U.B.O.	STAINLESS	OWNER
137	1	HOSTESS STATION SEE PLAN F/SIZE	STAINLESS	OWNER
144	LOT	WINDOW SILL	G. C.	G. C.
145	1	DECOR PACKAGE	OWNER	OWNER
146	1	GIFT SHOP	STAINLESS	OWNER
147		CABLE SYSTEM	E.B.R.I.	OWNER
148	3	SILVERWARE HOLDERS (2 HOT SHOWN)	STAINLESS	OWNER
148A	LOT	MISCELLANEOUS	STAINLESS	OWNER

SEATING & TABLE SCHEDULE

TABLE TOP STYLES	TOP QTY.	SEAT QTY.
SINGLES	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 TO TABLES RATIO		0

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JUN 23 2011
City of Las Vegas

SUP-42254

PANCIT - ADDED FR. 4257.

2131 ROCK SPRINGS RD.
LAS VEGAS, NV.

SCALE: 1/4"=1'-0"

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

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JUN 23 2011
City of Las Vegas

SUP-42254

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42254

City Council Meeting of 9/7/2011

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2011 AUG 31 P 12:11

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SHARKOFF DONALD & ANNA FAMILY
SHARKOFF DONALD & ANNA TRS
17322 ELSINORE CIR
HUNTINGTON BEACH CA 92647-6136

APN#13822710006

92 PROFM11 92647

72/1

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.

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

11 FRDFN11 89128

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***.

Signature

08-04-11
Date

GLORIA ROSELL-ENSLEY
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

PRESORTED
FIRST CLASS

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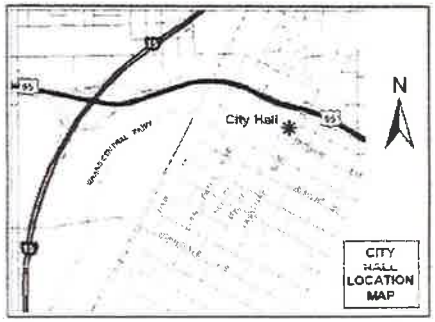
AUG - 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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

Case: SUP-42254

13822310042
CLARK RUSSELL & NADIA FAMILY TR
CLARK RUSSELL P TRS ETAL
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031 89128-3031

1 1 FRDFM11 89128

7P

PAGE 01/01
LVICC
7025155310
08/01/2011 15:06

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

PRESORTED FIRST CLASS

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0004279216 JUL 28 2011
MAILED FROM ZIPCODE 89101

AUG – 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42254
13822710016
MORAN SHAUNA M
1924 LEANING PINE WY
LAS VEGAS NV 89128-3173 89128-3173

14

City of Las Vegas Agenda Item No.: **76.**

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

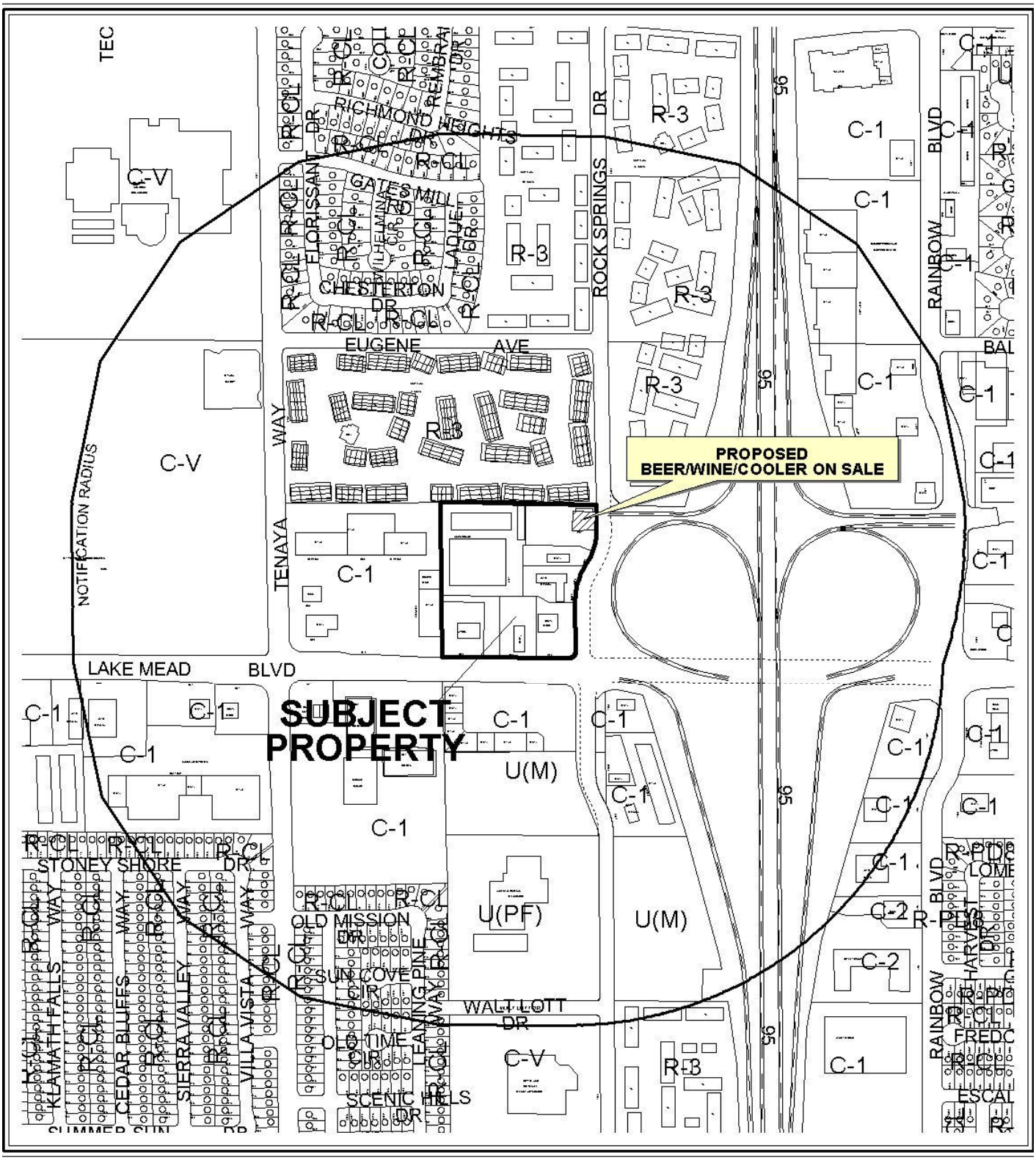
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommends APPROVAL, subject to conditions:

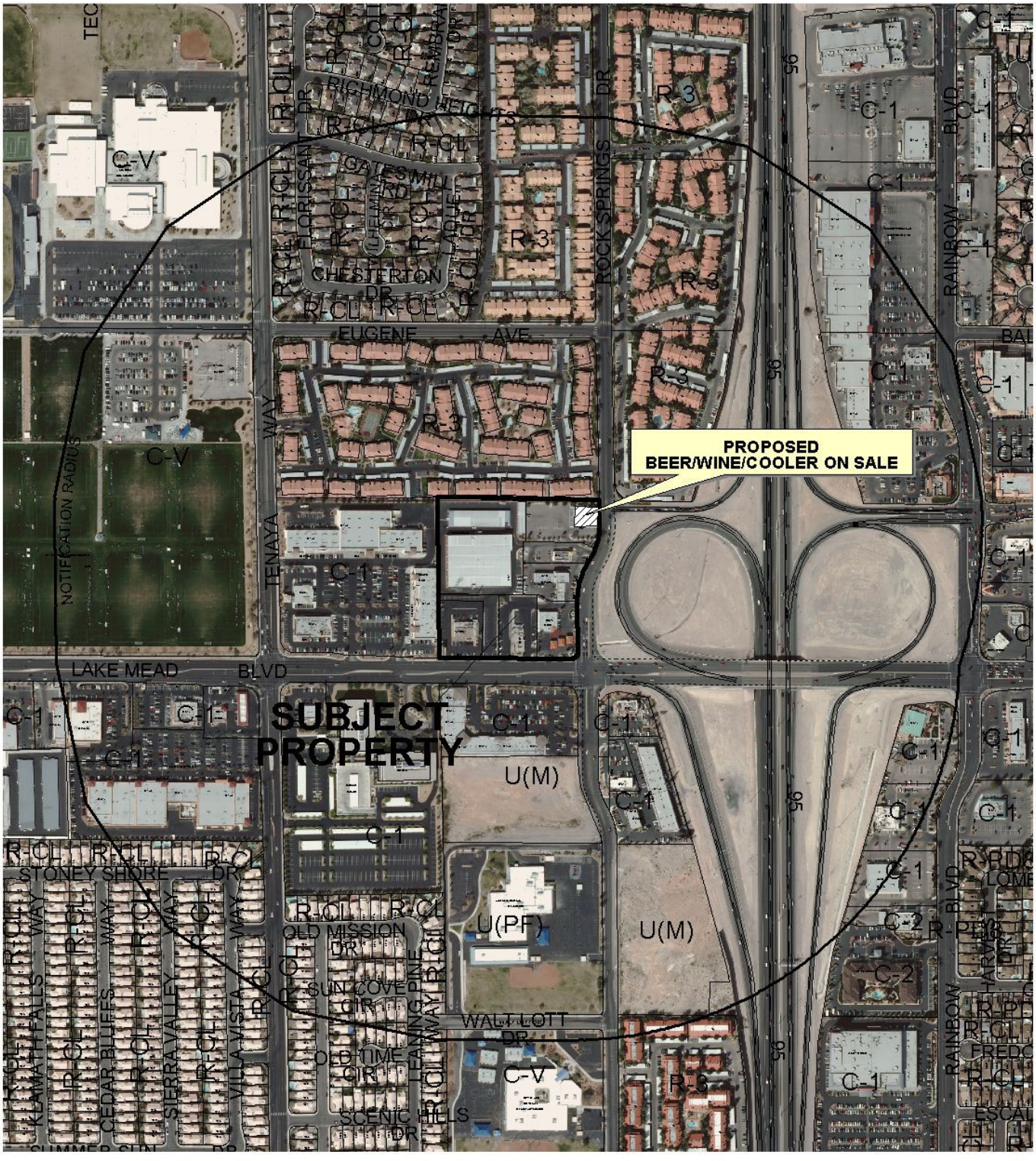
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcards
7. Backup referenced from the August 9, 2011 Planning Commission Meeting Item – SUP-42254



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)

N

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
- N

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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Most Recent Change of Ownership	
04/19/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
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.

Pre-Application Meeting	
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.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
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.

Details of Application Request	
Site Area	
Net Acres	1.11

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
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)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)		X	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:

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		Y
Regular and Handicap Spaces Required			62	3	76	4	Y

RG

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
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.

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: CHI 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: CHI HSUAN WU.

Subscribed and sworn before me

This 7th day of June, 2011

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BENJAMIN W. NERO II
No: 10-1673-1
My Appointment Expires Feb. 23, 2014

RECEIVED
JUN 23 2011
City of Las Vegas

PLANNING & DEVELOPMENT

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-TARKANIAN

General Plan: existing √SC 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 CHI HSIAN 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 (GLORIELL HOLDINGS, LLC) **Contact** GLORIA ROSELL-ENSLER

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* Chi Hsian Wu.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHI HSIAN WU.

Subscribed and sworn before me

This 7th day of June, 20 11.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BENJAMIN W. NERO II
No: 10-1673-1
My Appointment Expires Feb. 23, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-42254
Meeting Date:	8/9/11
Total Fee:	$1,280
Date Received:*	6/23/11
Received By:	BMS

*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

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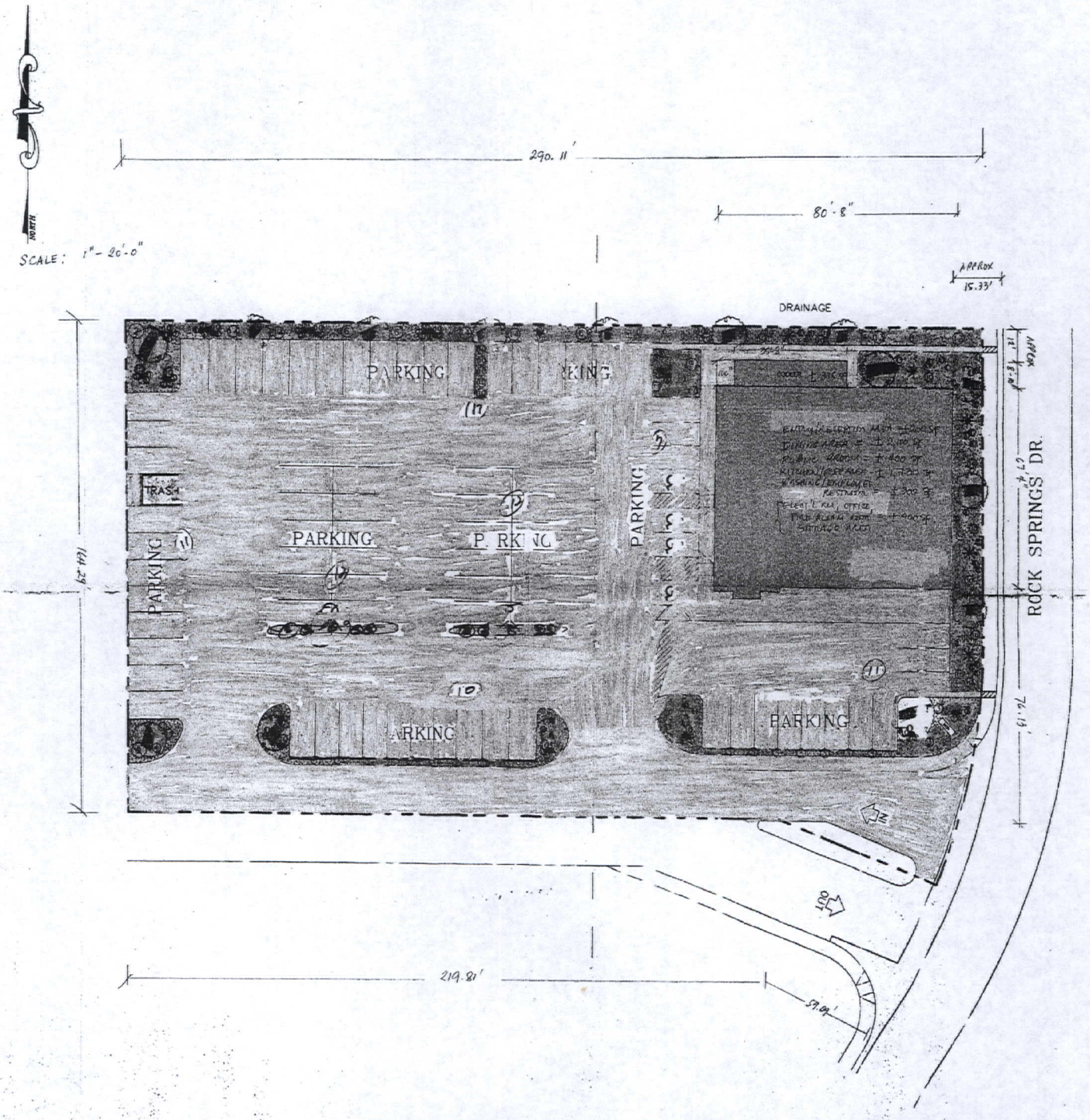
City of Las Vegas



PANCIT-ADOBO FILIPINO RESTAURANT

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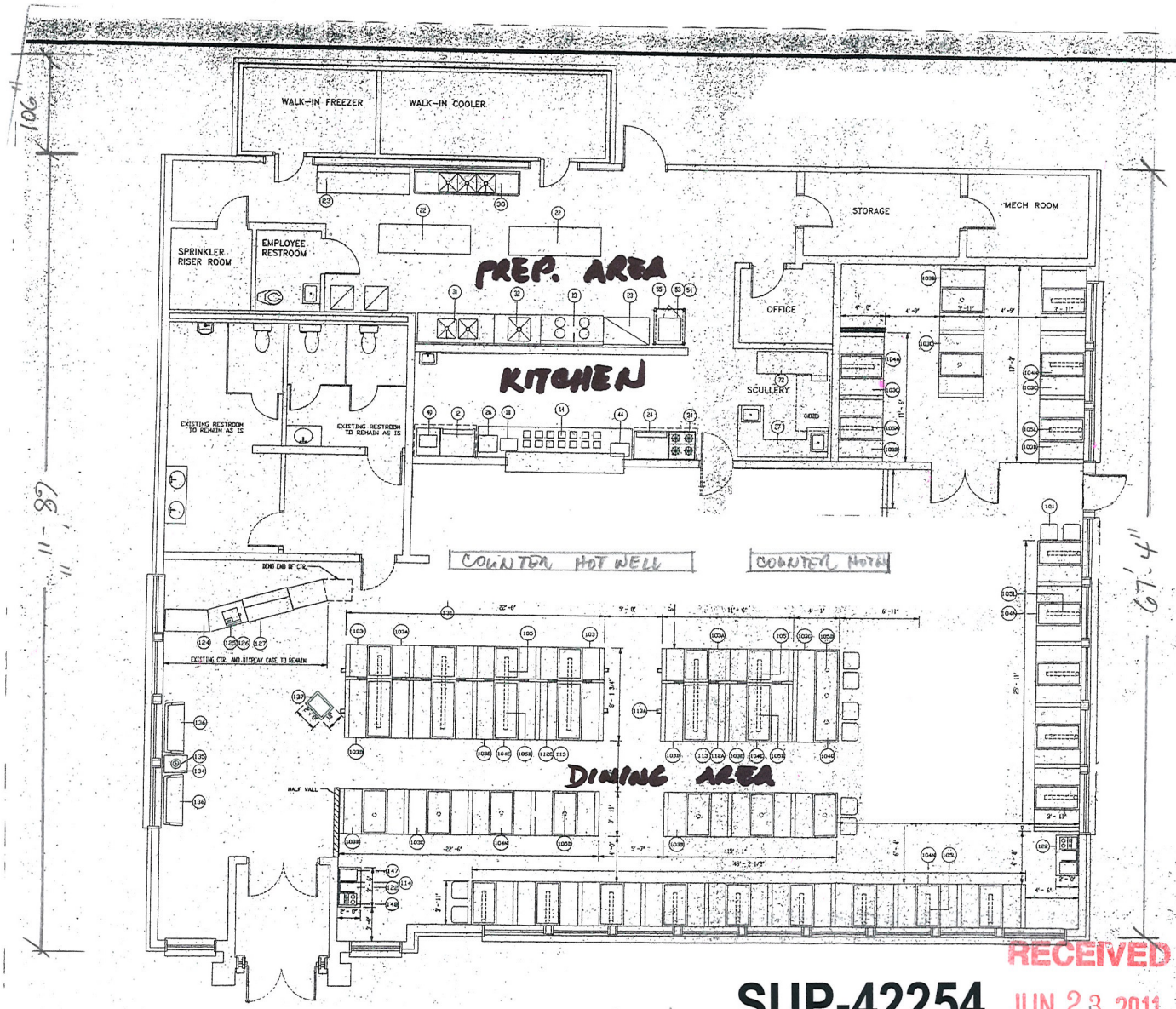
SUP-42254
REVISED



FURNITURE SCHEDULE

ITEM #	QTY.	DESCRIPTION	SUPPLIED BY	SET IN PLACE BY
101	LOT	OWNER:	STAINLESS	OWNER
103	4	60" SINGLE WIDTH PREMIER	STAINLESS	OWNER
103A	4	120" DOUBLE WIDTH PREMIER	STAINLESS	OWNER
103B	10	48" SINGLE WIDTH PREMIER	STAINLESS	OWNER
103C	20	96" DOUBLE WIDTH PREMIER	STAINLESS	OWNER
103D	4	96" SINGLE WIDTH PREMIER	STAINLESS	OWNER
103E	4	96" DOUBLE WIDTH PREMIER	STAINLESS	OWNER
104	1	96" SLOTTED PREMIER	STAINLESS	OWNER
104A	2	24"x48" TABLE TOP 3-SIDED W/FIXTURE END	STAINLESS	OWNER
104C	6	24"x30" TABLE TOP 3-SIDED W/FIXTURE END & DIVIDERS	STAINLESS	OWNER
104B	28	24"x48" TABLE TOP 4-SIDED W/FIXTURE END	STAINLESS	OWNER
104D	1	24"x48" TABLE TOP 4-SIDED W/FIXTURE END	STAINLESS	OWNER
105	1	42" CANTILEVER BRACKET	STAINLESS	OWNER
105A	2	42" CANTILEVER BRACKET	STAINLESS	OWNER
105B	6	60" CANTILEVER BRACKET	STAINLESS	OWNER
105D	14	96"x12" (2) TABLE SHOES (17"x20")	STAINLESS	OWNER
105E	3	MOP-HOOK	STAINLESS	OWNER
105A	17	96"x12" (2) TABLE SHOE (W/CANTILEVER FOR 42" TABLES)	STAINLESS	OWNER
112A	1	11'-6" DBL FACE WALL PANEL W/LIFT-OUT DIVIDER	STAINLESS	OWNER
112C	3	20'-2" DBL FACE WALL PANEL W/LIFT-OUT DIVIDER	STAINLESS	OWNER
113	4	10 3/8" x 82 1/4" STICKY GLASS PANEL	STAINLESS	OWNER
113A	3	(2)TY LIFT-OUT DIVIDER HOLDERS	STAINLESS	OWNER
114	3	MENU HOLDER	STAINLESS	OWNER
115C	1	7'-0"HIGH 3" DIA. FIN-SHAPED PANELS SEE PLAN F/SIZE	STAINLESS	OWNER
116H	1	7'-0"HIGH 3" DIA. FIN-SHAPED PANELS SEE PLAN F/SIZE	STAINLESS	OWNER
122	3	WAITRESS SERVICE STATION SEE PLAN F/SIZE	STAINLESS	OWNER
123	1	HOT FOOD BUFFET/SOUP & SALAD BAR	STAINLESS	OWNER
124		CASHIER CABINETS EXISTING	OWNER	OWNER
125		CASH REGISTER SYSTEM	E.B.R.I.	OWNER
126		REFRIGERATION UNITS	E.B.R.I.	OWNER
127		BAKERY DISPLAY CASE	EXISTING	OWNER
131	1	CARRY OUT COUNTER	STAINLESS	OWNER
134	1	WAITING AREA TABLES	E.B.R.I.	OWNER
135		TABLE CAMPS	E.B.R.I.	G. C.
136	2	SINK SEAT "FASHION SEAL" W.U.B.O.	STAINLESS	OWNER
137	1	HOSTESS STATION SEE PLAN F/SIZE	STAINLESS	OWNER
144	LOT	WINDOW SILL	G. C.	G. C.
145	1	DECOR PACKAGE	OWNER	OWNER
146	1	GIFT SHOP	STAINLESS	OWNER
147		CABLE SYSTEM	E.B.R.I.	OWNER
148	3	SILVERWARE HOLDERS (2 HOT SHOWN)	STAINLESS	OWNER
148A	LOT	MISCELLANEOUS	STAINLESS	OWNER

SEATING & TABLE SCHEDULE

TABLE TOP STYLES	TOP QTY.	SEAT QTY.
SINGLES	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 TO TABLES RATIO		0

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JUN 23 2011
City of Las Vegas

SUP-42254

PANCIT - ADDED FR. 4257.

2131 ROCK SPRINGS RD.
LAS VEGAS, NV.

SCALE: 1/4"=1'-0"

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

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JUN 23 2011
City of Las Vegas

SUP-42254

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-42254

City Council Meeting of 9/7/2011

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2011 AUG 31 P 12:11

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SHARKOFF DONALD & ANNA FAMILY
SHARKOFF DONALD & ANNA TRS
17322 ELSINORE CIR
HUNTINGTON BEACH CA 92647-6136

APN#13822710006

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

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2011 SEP -6 A 7

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☐ 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

11 FRDFN11 89128

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***.

Signature

08-04-11
Date

GLORIA ROSELL-ENSLEY
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

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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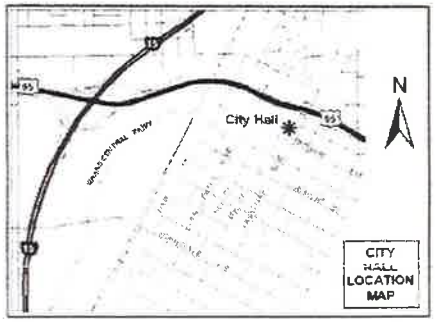
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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

Case: SUP-42254

13822310042
CLARK RUSSELL & NADIA FAMILY TR
CLARK RUSSELL P TRS ETAL
7300 STONEY SHORE DR
LAS VEGAS NV 89128-3031 89128-3031

1 1 FRDFM11 89128

7P

PAGE 01/01
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08/01/2011 15:06

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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 4W $ 00.41⁴
0004279216 JUL 28 2011
MAILED FROM ZIPCODE 89101

AUG – 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-42254
13822710016
MORAN SHAUNA M
1924 LEANING PINE WY
LAS VEGAS NV 89128-3173 89128-3173

14

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 5, 2011

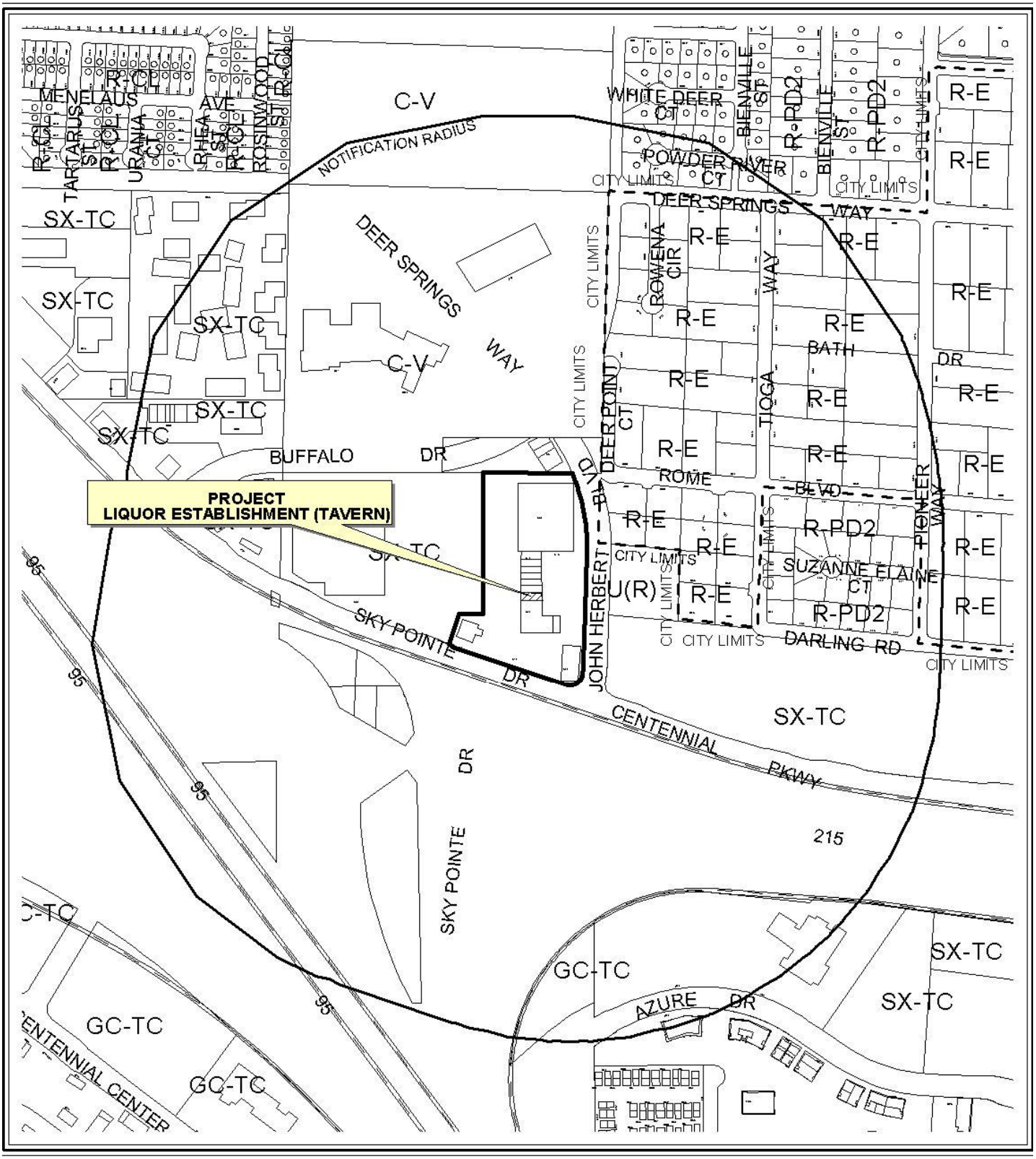
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**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-37373
6. Protest Postcards



CASE: **RQR-42868**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center) Zone [GC-TC

(General Commercial - Town Center)]

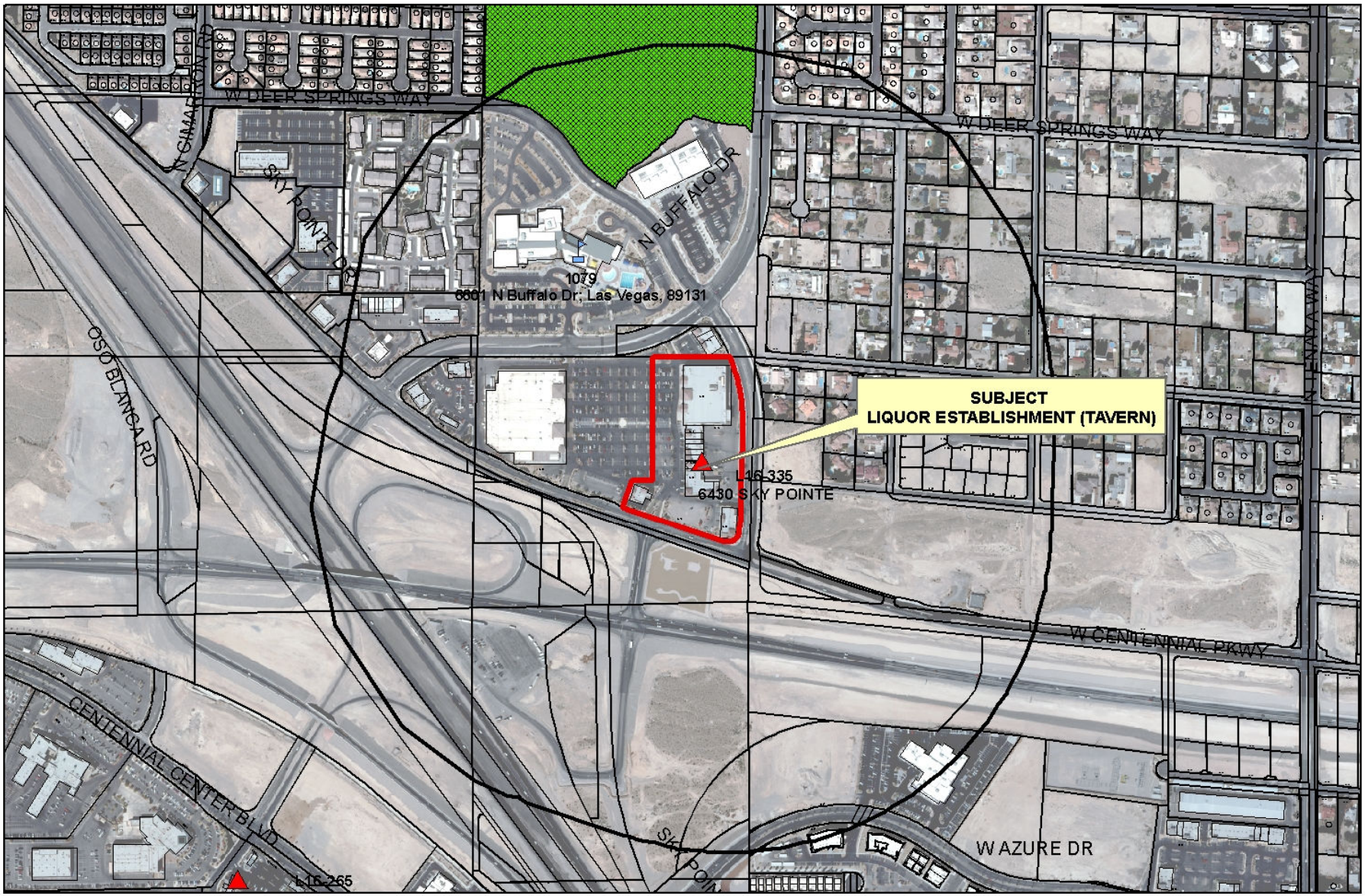
0 300 600 Feet

CASE: **RQR-42868**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center) Zone [GC-TC

(General Commercial - Town Center)]



RQR-42868

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 320 640 1,280 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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.

DS

** 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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
	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.

Most Recent Change of Ownership	
01/12/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
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.

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

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
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)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

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

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-42868 APN: 125-21-813-001, 125-21-813-002

Name of Property Owner: MCW-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 _____ day of _____, 20____

See attached

_____

Notary Public in and for said County and State

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)**

RAELEINE K. NABORS
Commission # 1921127
Notary Public - California
San Diego County
My Comm. Expires Nov 1, 2012

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City of Las Vegas

PLANNING & DEVELOPMENT

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 Crossro **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 _____.

_____

See attached

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	RQR-42868
Meeting Date:	10-5-11
Total Fee:	1050
Date Received:*	8-17-11
Received By:	FS

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AUG 17 2011
City of Las Vegas

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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)**

RAELEINE K. NABORS
Commission # 1821127
Notary Public - California
San Diego County
My Comm. Expires Nov 1, 2012

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AUG 17 2011
City of Las Vegas

MOLLY'S
TENANT IMPROVEMENTS

6430 SKY POINTE DR. - SUITE 130/140
LAS VEGAS, NEVADA 89131

PROJECT DIRECTORY

OWNER/CLIENT
RMTWO, Inc.
5430 Sky Pointe - Ste 130/140
Las Vegas, Nevada 89145
Mark Rodney - Director of Special Projects
(702) 295-7805
(702) 435-3269

MECHANICAL

CIVIL
-
-
-
(702)
(702)

PLUMBING
Prestige Plumbing, Inc.
4725 Quality Cir.
Las Vegas, Nevada 89103
Skip or Michelle
(702) 262-9057
(702) 262-5774

ARCHITECT
-
-
-
-
-
(702)
(702)

ELECTRICAL
Pueblo Electric
1914 S. Highland
Las Vegas, Nevada 89102
shawn Gutierrez
(702) 259-7860
(702) 259-7852

STRUCTURAL
-
-
-
(702)
(702)

OTHERS (General Contractor)
Martin Harris Construction
3030 S. Highland
Las Vegas, Nevada 89109
Nicholas Cuahue
(702) 474-3256
(702) 946-8805

SHEETS INDEX

ARCHITECTURAL
C-1.0 SITE PLAN
A-1.0 FLOOR PLAN
ELECTRICAL
E-1.0 ELECTRICAL PLAN

BASIS OF DESIGN

JURISDICTION - CITY OF LAS VEGAS

APPLICABLE CODES
2006 INTERNATIONAL BUILDING CODE WITH AMENDMENTS
2006 UNIFORM PLUMBING CODE WITH AMENDMENTS
2006 MECHANICAL CODE WITH AMENDMENTS
2006 NATIONAL ELECTRICAL CODE WITH AMENDMENTS
2006 IECC (INTERNATIONAL ENERGY CONSERVATION CODE)

AN APPROVED AUDIBLE/VISUAL SPRINKLER FLOW ALARM SHALL BE PROVIDED ON THE EXTERIOR OF THE BUILDING IN AN APPROVED LOCATION. AN APPROVED AUDIBLE/VISUAL SPRINKLER FLOW ALARM TO ALERT THE OCCUPANTS SHALL BE PROVIDED IN THE INTERIOR OF THE BUILDING IN A NORMALLY OCCUPIED LOCATION. ACTUATION OF THE ALARM SHALL BE AS SET FORTH IN IBC CHAPTER9.

PROJECT DATA

PARCEL NUMBER	125216513002
ZONING	C1
OCCUPANCY GROUP	A2
USE - EXISTING	VACANT
USE - PROPOSED	GAMING (MAX. ALLOWED 16 SLOT MACHINES)
FIRE SPRINKLERS - SECTION 903, 504, 506	EXISTING THROUGHOUT

CODE ANALYSIS

AREA BREAKDOWNS	OCCUPANT LOAD - CHAPTER 1004.1.1
SUITE 130/140	3687 S.F.
TOTAL OCCUPANTS	(MAX. PER APPROVED BLDG. SET) OCCUPANCY LIMITED TO 49 PER DWHITE RCLARK D.T. KNIGHT

EXITING - SECTION 1005 - TABLE 1005.1 and SECTION 1014 - TABLE 1014.1

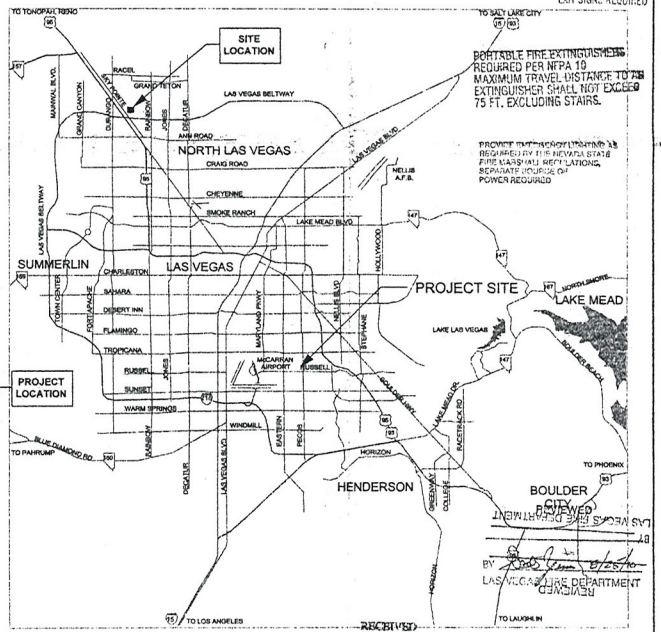
WIDTH OF EXIT REQUIRED	80x0.2 = 16" (1 EXIT)
WIDTH OF EXIT PROVIDED	108" - EXISTING (2 EXITS)

PARKING REQUIREMENTS
EXISTING - NO ADDITIONAL PARKING REQUIRED (SEE SITE PLAN FOR PARKING TABULATION)

PLUMBING FIXTURES
IBC 2006 - TABLE 2902.1 - GROUP A2

REQUIRED TOILETS	MEN 1	WOMEN 1
REQUIRED LAVATORIES	MEN 1	WOMEN 1
PROVIDED	EXISTING, A.N.S.I. COMPLIANT, MEN AND WOMEN SINGLE ACCOMODATION TOILET FACILITIES.	

VICINITY MAP



PORTABLE FIRE EXTINGUISHERS REQUIRED PER NFPA 19
MAXIMUM TRAVEL DISTANCE TO FIRE EXTINGUISHER SHALL NOT EXCEED 75 FT. EXCLUDING STAIRS.

EXIT SIGNS REQUIRED

PROVIDE EMERGENCY LIGHTING AS REQUIRED BY THE NEVADA STATE FIRE MARSHALL REGULATIONS. SEPARATE SOURCE OF POWER REQUIRED

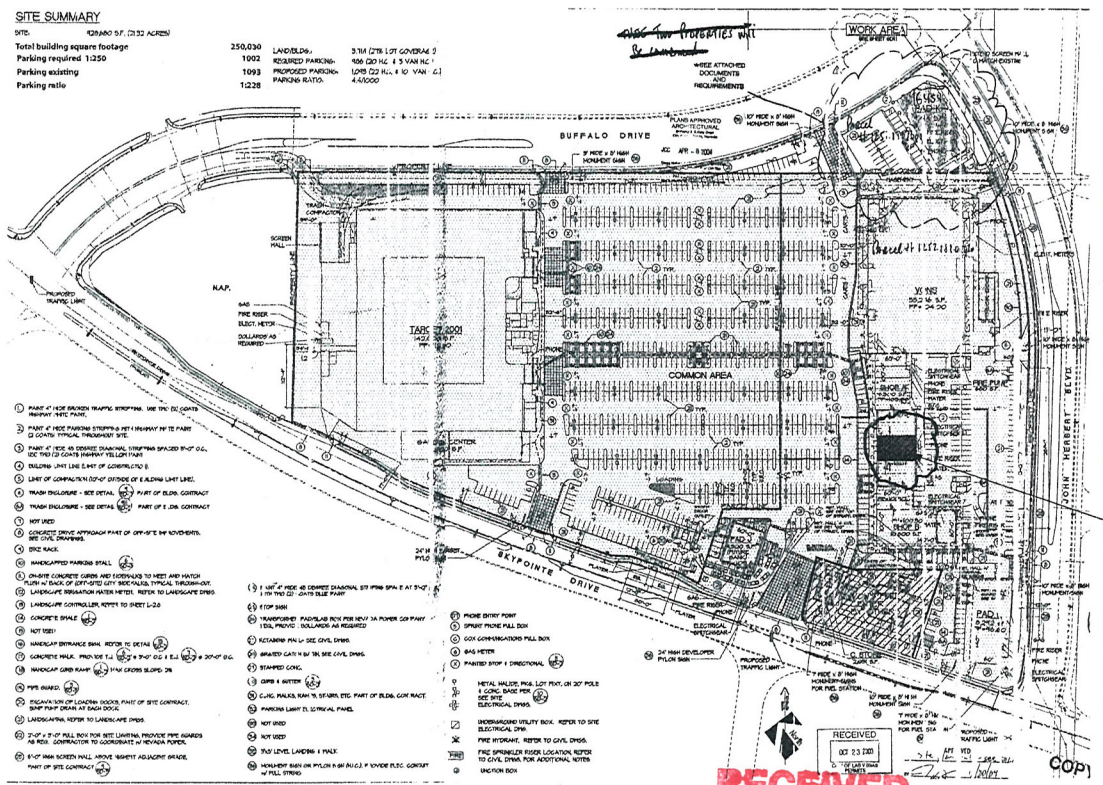
PLANS FOR FIRE HYDRANTS, FIRE EXTINGUISHING SYSTEMS, FIRE ALARM SYSTEMS, MEDICAL GAS SYSTEMS, OR ANY OTHER SYSTEMS AS REQUIRED BY THE FIRE CODE SHALL BE SUBMITTED TO AND APPROVED BY THE FIRE DEPARTMENT BEFORE INSTALLATION.

COMPRESSED GAS CYLINDERS SHALL BE SECURED TO PREVENT UPSET.

SITE SUMMARY

SITE: 42,000 S.F. (2.32 ACRES)

Total building square footage	250,030	LAND/BLDG.	3.7/1 (278,107 COVERAGE 9
Parking required 1:250	1002	REQUIRED PARKING	1/250 (20 HC, 4 S VAN AC
Parking existing	1093	PROPOSED PARKING	1093 (22 HC, 4 10' VAN, 67
Parking ratio	1:228	PARKING RATIO	4.4/1000



SITE PLAN

RECEIVED
AUG 17 2011
City of Las Vegas

THESE PLANS WERE CHECKED UNDER THE 2006 IBC/IBC, 2006 UPC AND UMC, AND THE 2005 NEC

MARTIN HARRIS CONSTRUCTION
NV. Lic.#13982

MARTIN HARRIS CONSTRUCTION

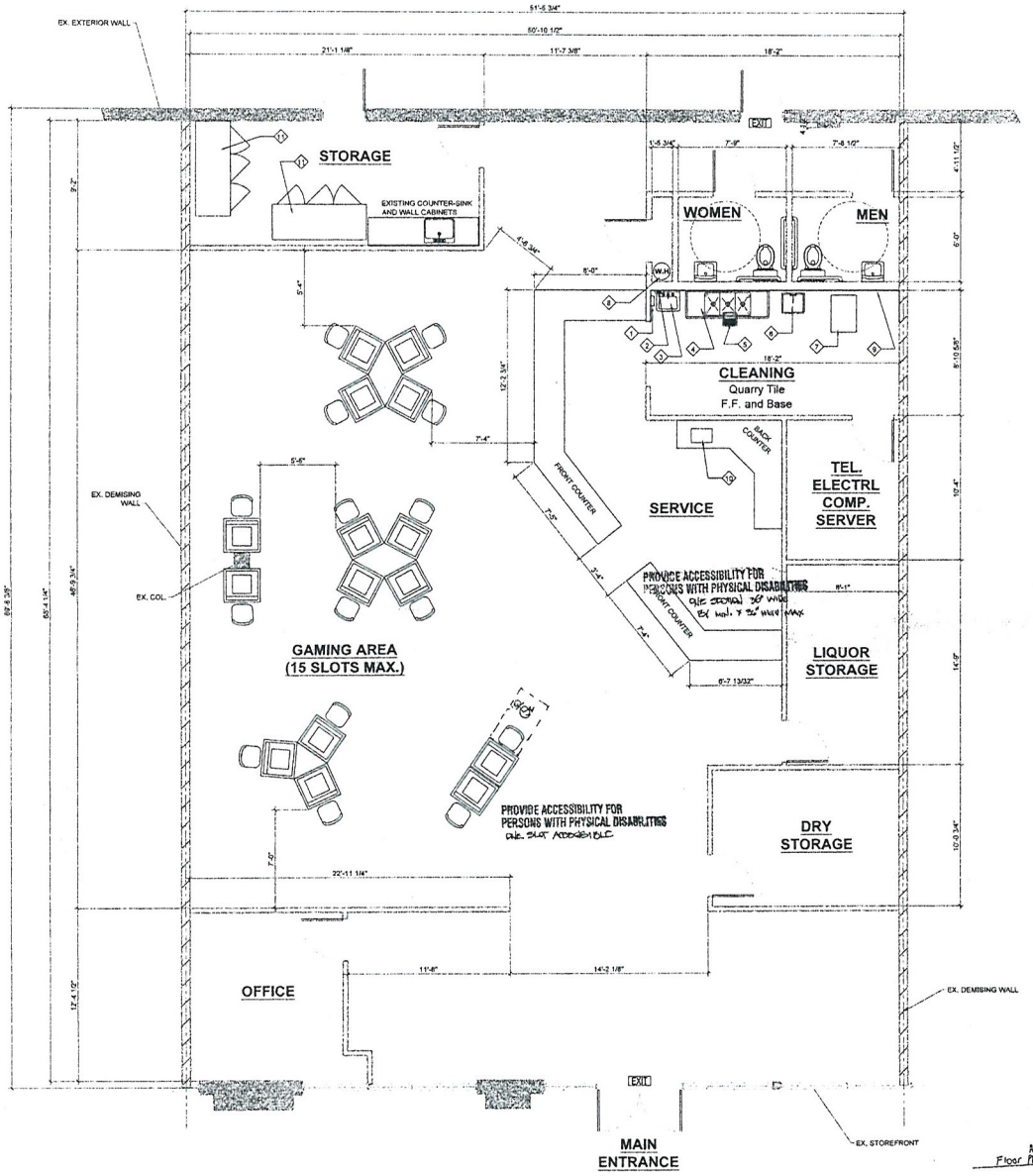
MOLLY'S
6430 SKY POINTE DR. - SUITE 130/140
LAS VEGAS, NEVADA 89131

PLANS APPROVED ARCHITECTURAL
DEC 25 2010

SITE PLAN
CODE ANALYSIS

C-1
JOB

RQR-42868



FLOOR PLAN

Scale: 1/4" = 1'-0"

NOTE: ALL WALLS, LIGHTING AND SUSPENDED CEILING SYSTEM ARE EXISTING. REFER TO ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

PROPOSED EQUIPMENT LIST			
1	1	PAPER TOWEL DISPENSER	
2	1	HAND SOAP DISPENSER	
3	1	HAND SINK	DRAIN TO FLOOR SINK - 2" GAP
4	1	3 COMPARTMENTS SINK	DRAIN TO FLOOR SINK - 2" GAP
5	1	12X12 FLOOR SINK	
6	1	DUMP SINK	DRAIN TO FLOOR SINK - 2" GAP
7	1	ICE MACHINE	DRAIN TO FLOOR SINK - 2" GAP
8	1	WATER HEATER	12 GLS - ELECTRIC
9	-	F.R.P.	FIN. WALL TO 48" A.F.F.
10	1	POINT OF SALE	
11	2	3 DOOR REACH-IN REFRIGERATOR	

NOTES

1. ALL EQUIPMENT SHALL BE NSFI APPROVED OR ACCEPTED EQUAL (UL-EPH, ETL-SEMKO SANITATION AND BISSC/ETL VERIFIED)
2. CLEANING ROOM FINISH FLOOR AND BASE TO BE QUARRY TILE. BASE TO BE MIN. 6" HIGH WITH MIN. 3/8" SANITARY COVE.

RECEIVED
AUG 17 2011
City of Las Vegas

APPROVED
Floor Plan - Interior T.I. only
BY J Fmel 8-25-10
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

PLANS APPROVED
ARCHITECTURAL
Building & Safety Dept.
City of Las Vegas, Nevada
DATE AUG 25 2010
Does Not Include Electrical, Plumbing, Mechanical, Structural or Off-Site Improvements Made No Change Without Approval Prior to Not a Permit to Violate Any Ordinance

MARTIN HARRIS CONSTRUCTION
MARTIN HARRIS CONSTRUCTION

DATE	ISSUE
-	
-	
-	
-	
-	

MOLLY'S

6430 SKY POINTE DR. - SUITE 130/ 140
LAS VEGAS, NEVADA 89131

REVISIONS

DRAWING TITLE
FLOOR PLAN

SCALE	DRAWN BY
DATE	CHECKED BY
CUSTOMER	SHEET No. A-1
FILE No.	

MARTIN HARRIS CONSTRUCTION
NV. Lic. #13982 Q.E.

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

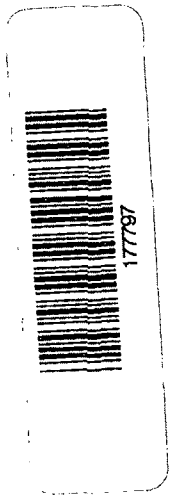
LAS VEGAS CITY COUNCIL

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, Sutie #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

RQR-42868

Printed with environmentally friendly soy ink.

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

RECEIVED
CITY CLERK

2011 SEP 26 A 7:01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 22 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-42868
City Council Meeting of **10/05/2011**

Too close to park + "Y" where children are!
There are other locations more appropriate.
No!

Case: RQR-42868
12522302010
SHACKLEFORD ROBERT K & SALLY J
6690 N TIOGA WY
LAS VEGAS NV 89131-3516 89131-3516

09/24/2011 SAT 08:57 [TX/RX NO 528]

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2011 SEP 26 P 12:08

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 SEP 22 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-42868
City Council Meeting of **10/05/2011**

Case: RQR-42868
12522302008
CHAPPELL ELDON E & JEAN FAM TR
CHAPPELL ELDON E & JEAN TRS
6720 N TIOGA WY
LAS VEGAS NV 89131-3514 89131-3514

City of Las Vegas Agenda Item No.: **78.**

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.

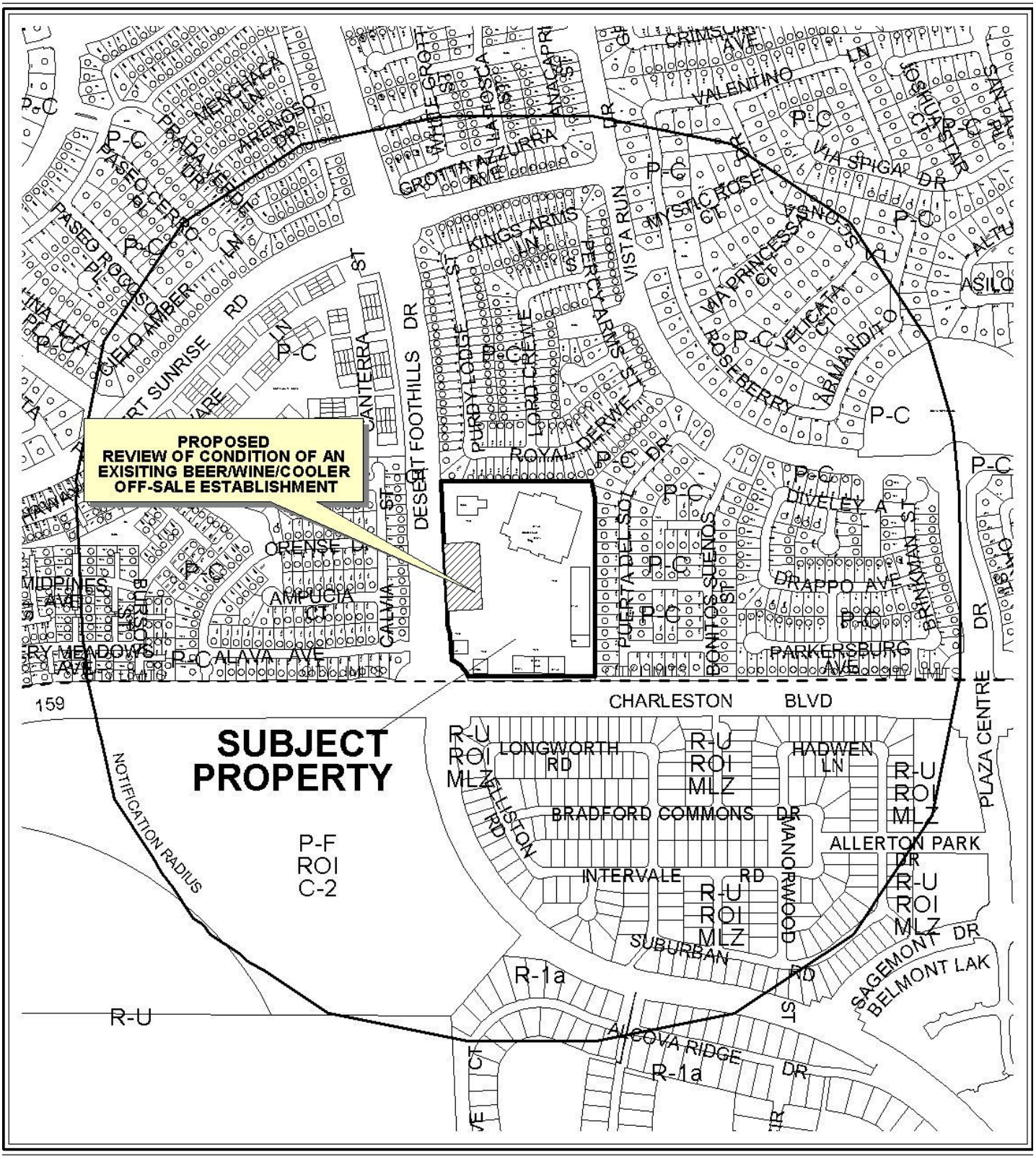
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

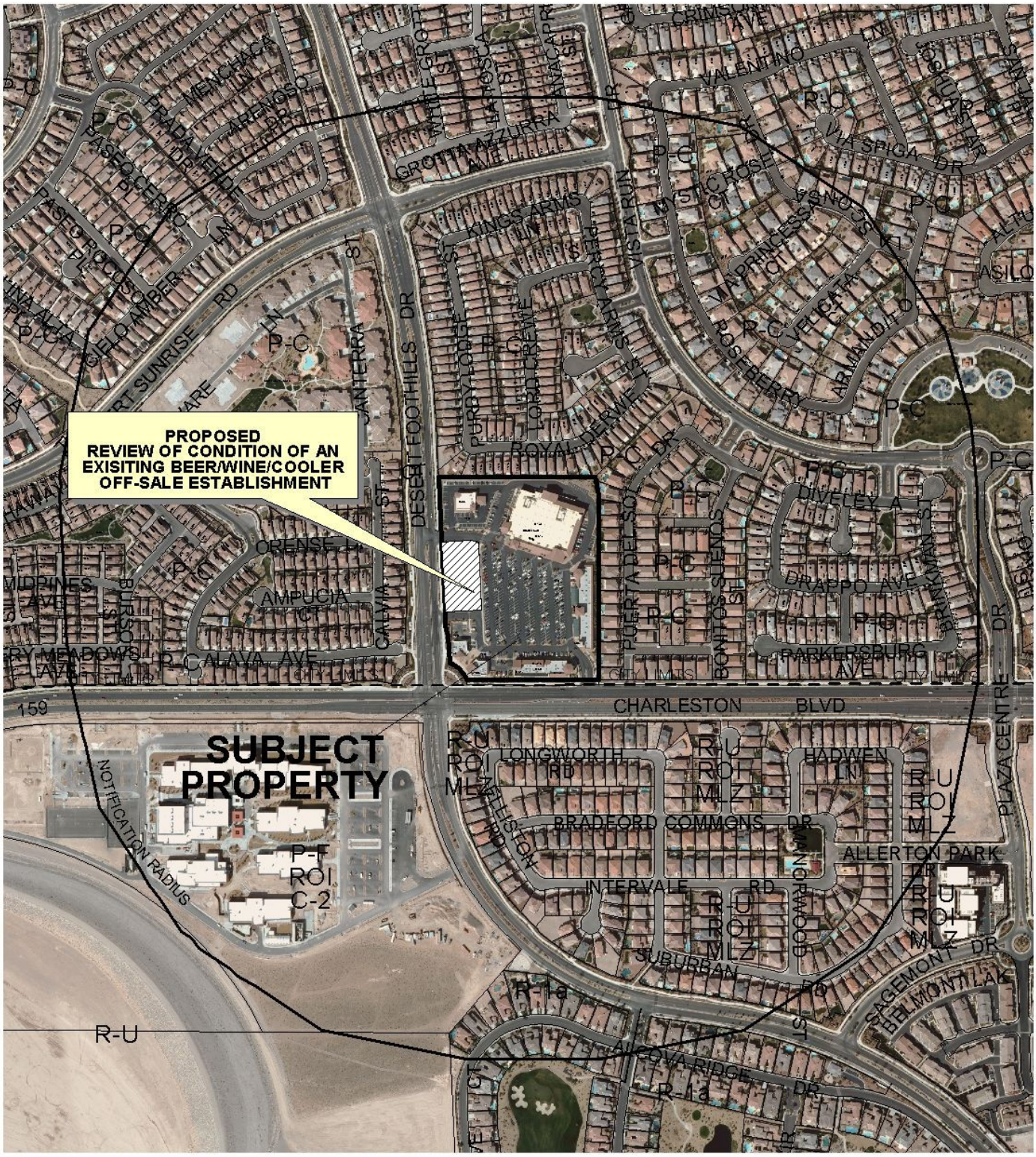
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter for SUP-18910
6. City Council Approval Letter for RQR-32710
7. Justification Letter



CASE: **ROC-42989**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)



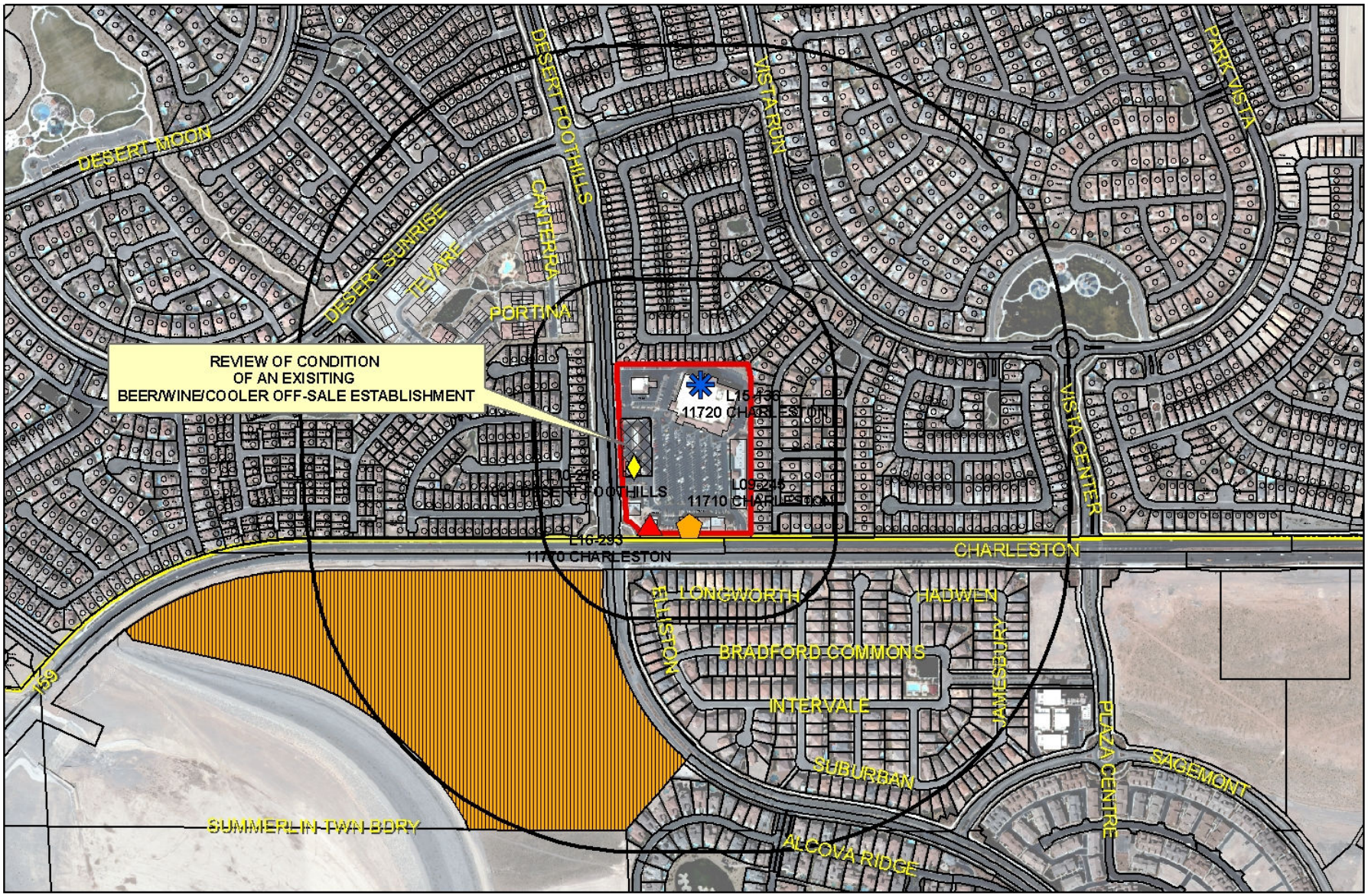
0 300 600 Feet

CASE: **ROC-42989**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



ROC-42989

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

N

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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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.

DS

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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Most Recent Change of Ownership	
08/15/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
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.	

Pre-Application Meeting	
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.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
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.

Details of Application Request	
Site Area	
Gross Acres	0.91

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
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)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Summerlin	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is 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: Tim Herbst

Subscribed and sworn before me

This 24 day of August, 2011

Debra G. Martin

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
DEBRA G. MARTIN
My Appointment Expires
February 25, 2014
No: 98-0896-1

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* X _____

*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.

Debra Martin

Notary Public in and for said County and State

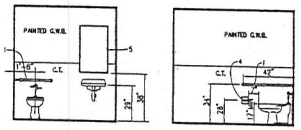
Notary Public - State of Nevada
County of Clark
DEBRA G. MARTIN
My Appointment Expires
February 25, 2014
No: 98-0896-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-72989
Meeting Date:	10/5/11
Total Fee:	$1080.-
Date Received:*	8/24/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



3 TOILET ELEVATION 1/4" = 1'-0"

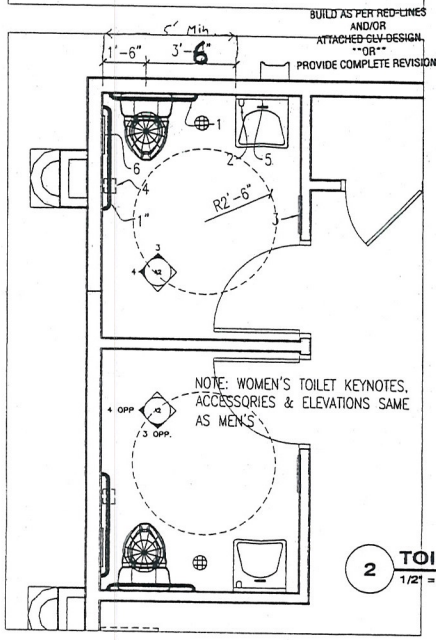
4 TOILET ELEVATION 1/4" = 1'-0"

1. PROVIDE 5/8" "X" 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 19" 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)

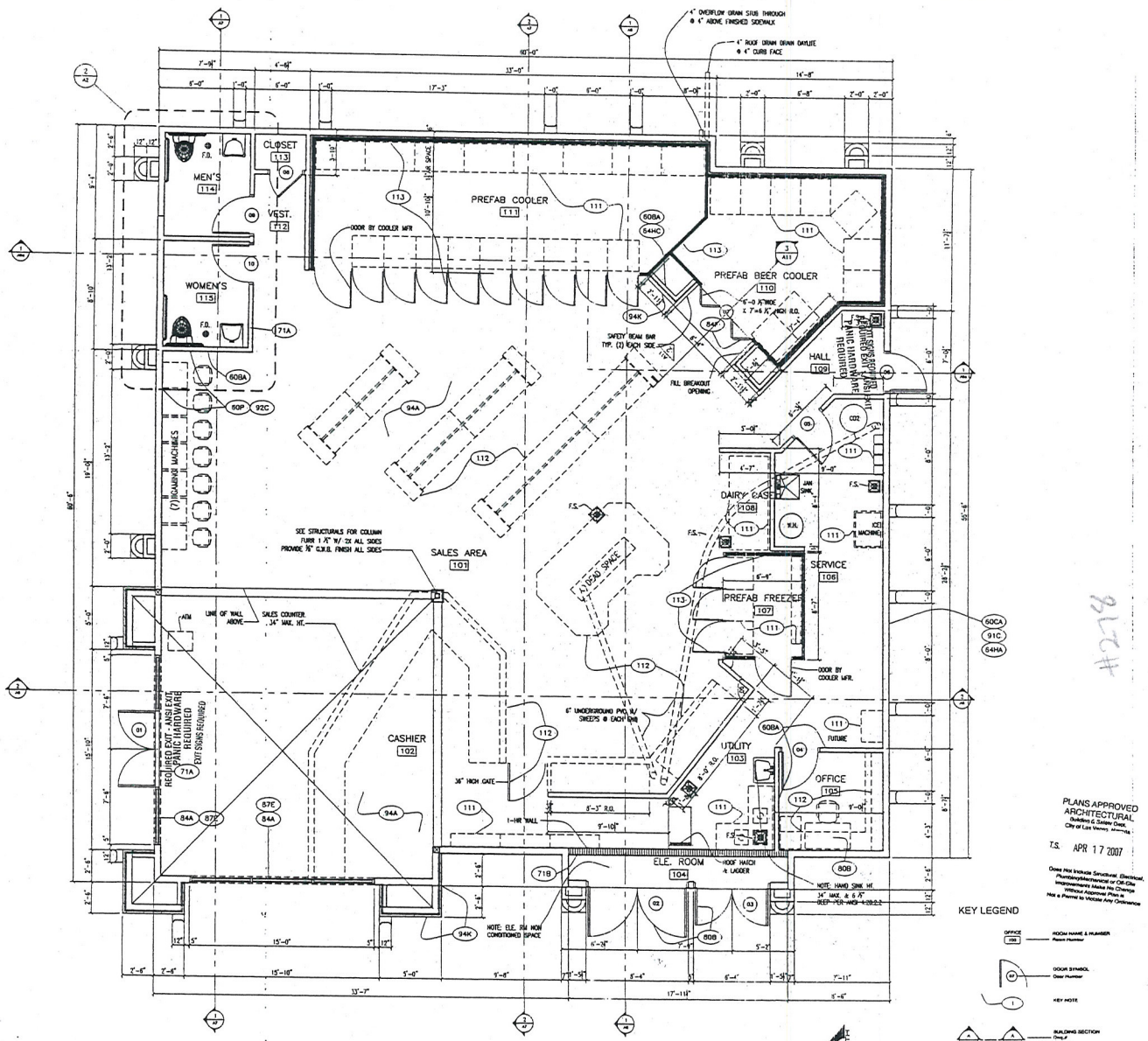
TOILET ROOM ACCESSORIES

1. GRAB BARS. "BOBRICK" STAINLESS STEEL GRAB BARS WITH CONCEALED MOUNTING, # B-550-36 & # B-550-42.
2. SOAP DISPENSER. INSTALL NEW "BOBRICK" # B-2112 SOAP DISPENSER, 40 FL.OZ. CAPACITY 3 1/8" WIDE X 4 ?" HIGH.
3. TOWEL DISPENSER/ WASTE RECEPTACLE. INSTALL NEW "BOBRICK" # B 3944 WITH 12 GAL. CAPACITY.
4. TOILET TISSUE DISPENSER. INSTALL NEW "BOBRICK" SURFACE MOUNTED TOILET TISSUE DISPENSER # 288.
5. MIRROR. INSTALL NEW "BOBRICK" # B-294 (1624) SERIES TILTING MIRROR.
6. TOILET SEAT COVER DISPENSER. INSTALL NEW "BOBRICK" # B-301 SEAT COVER DISPENSER, STAINLESS STEEL FINISH.

BUILD AS PER RED-LINES AND/OR ATTACHED CLV DESIGN. "OR" PROVIDE COMPLETE REVISIONS



2 TOILET PLAN 1/2" = 1'-0"



1 FLOOR PLAN 1/4" = 1'-0"

KEY LEGEND

OFFICE 105 — ROOM NAME & NUMBER
DOOR SYMBOL
KEY NOTE
BUILDING SECTION
DETAIL REFERENCE
INTERIOR ELEVATION KEY

PLANS APPROVED ARCHITECTURAL
Building & Safety Dept.
City of Las Vegas, Nevada
T.S. APR 17 2007
Does Not Include Structural, Electrical, Plumbing/Mechanical or Off-Site Improvements Make No Change Without Approval Plan is Not a Permit to Violate Any Ordinance

#278

RECEIVED AUG 24 2011

ROC-42989

SHEET NO. A2
APN: 15
OF
DATE: 2/21/07

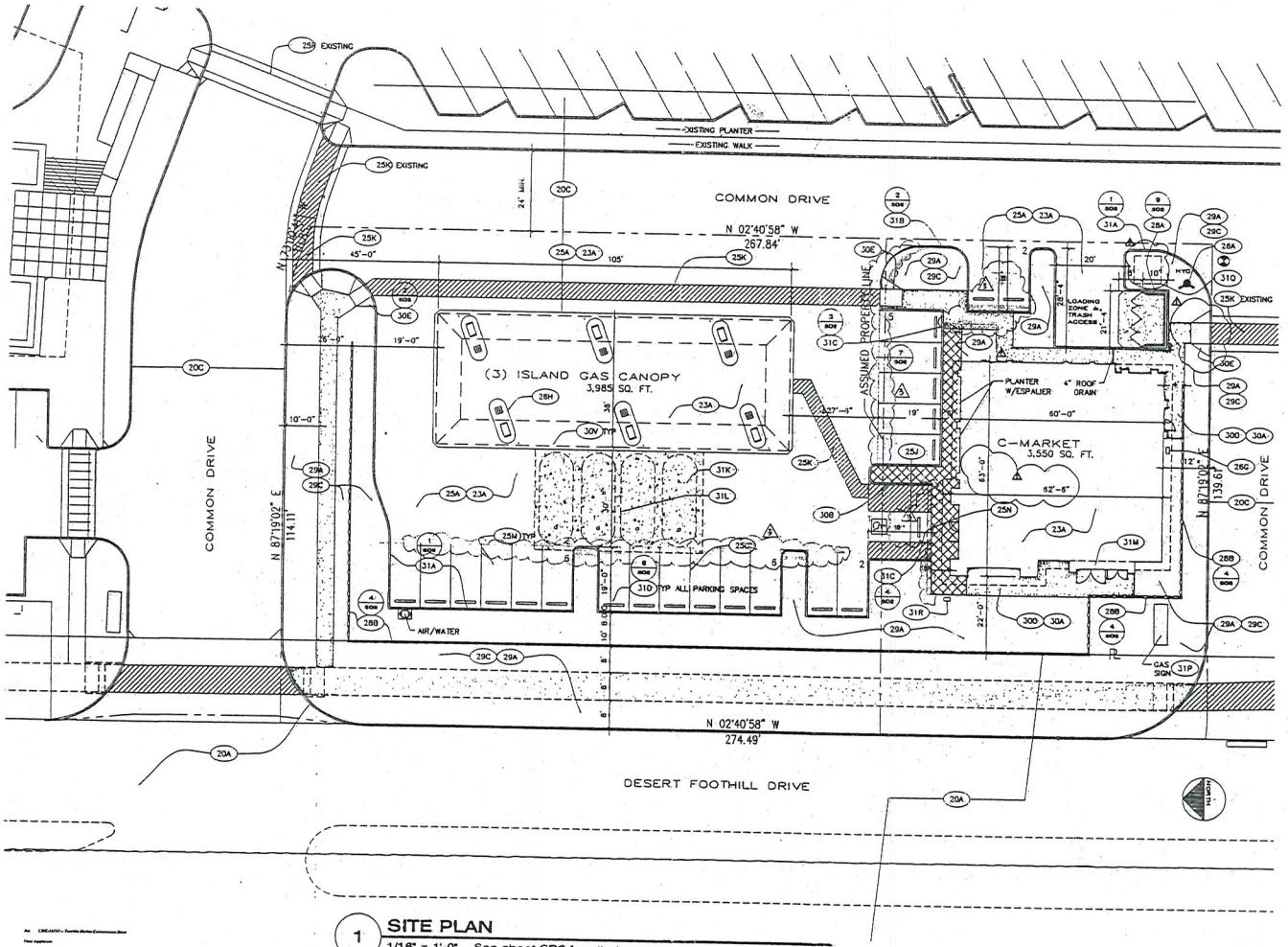
TERRIBLE HERBST OIL COMPANY "best bad guy in the west"

PROJECT: VISTA COMMONS "SUMMERLIN"
HERBST OIL CO.
5195 LV BLVD SO. LAS VEGAS, NV 89119

ERROL HILL ARCHITECT LTD
1614 MARYLAND PKWY LAS VEGAS, NV 89104

REVISION

19-24



1 **SITE PLAN**
1/16" = 1'-0" See sheet SD2 for site keynotes

APPROVED
Terrible Herbst Convenience Store
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

ATTENTION
NO FINAL INSPECTION WITHOUT ZONING APPROVAL

UNDERGROUND SPRINKLING SYSTEM REQUIRED IN ALL LANDSCAPED AREAS

WHEEL STOPS REQUIRED AT PEDESTRIAN WALKWAYS AND LANDSCAPE AREAS.

ALL SOURCES OF LIGHT SHALL BE SCREENED OR DIRECTED AWAY FROM RESIDENTIAL PROPERTY

RECEIVED
AUG 24 2011

RECEIVED
AUG
CITY OF LAS VEGAS
PERMITS

PARKING ANALYSIS

REQUIRED
1. C-MARKET 3,550 s. f. @ 1/250 = 15 . 0

PROVIDED
1. HANDICAP = 1 . 0
2. STANDARD = 21 . 0
TOTAL: 22 . 0

OCCUPANT LOAD = 118

PLANS APPROVED
ARCHITECTURAL
Building & Safety Dept.
City of Las Vegas, Nevada

OCT 01 2007

Does Not Include Structural, Electrical, Plumbing/Mechanical or CAD/DA improvements Areas Are Cleared without Approval Plans
Has a Permit to Operate Any Laboratory

ROC-42989

REVISION
4/30/07
3. 9/6/07

SHEET NO

ERROL HILL ARCHITECT LTD
1614 MARYLAND PKWY LAS VEGAS, NV 89104

PROJECT: VISTA COMMONS "SUMMERLIN"
HERBST OIL CO.
LAS VEGAS, NV 89119
5195 LV BLVD SO.

TERRIBLE HERBST 911 COMPANY

SD1

DRAWN BY:
PH:
DATE: 2/21/07

ERIK TORRES
No. 9857
STATE OF NEVADA
REGISTERED ARCHITECT

ROC-42989 - APPLICANT/OWNER: TERRIBLE HERBST, INC.
1051 DESERT FOOTHILLS DRIVE

09/01/11

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

April 3, 2007

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

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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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,

Léan 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

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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
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

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

Doreen Araujo
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
www.lasvegasnevada.gov

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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

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AUG 24 2011

ROC-42989

City of Las Vegas Agenda Item No.: **79.**

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.

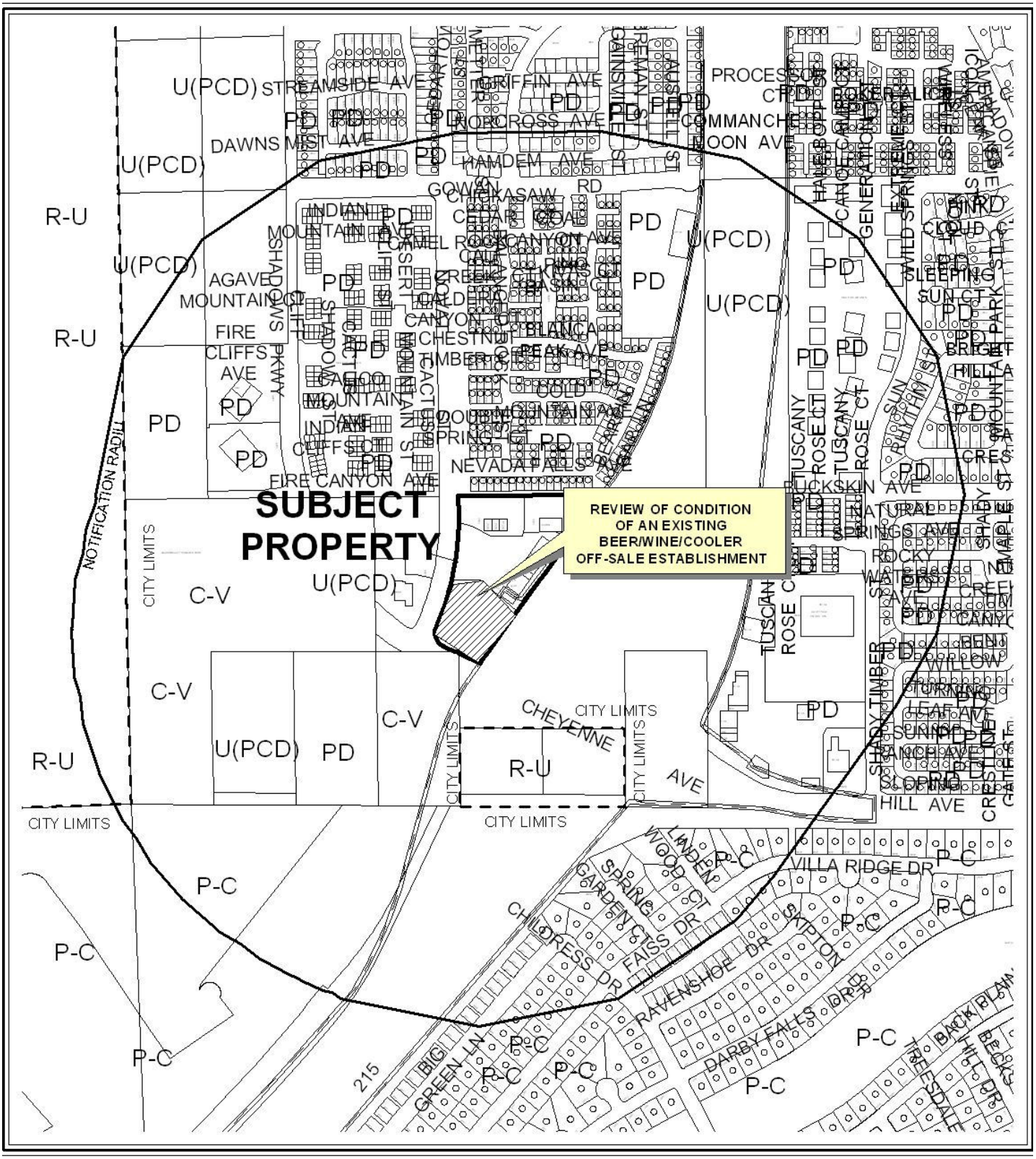
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for U-0112-00
6. City Council Approval Letter for U-0112-00(1)
7. Justification Letter

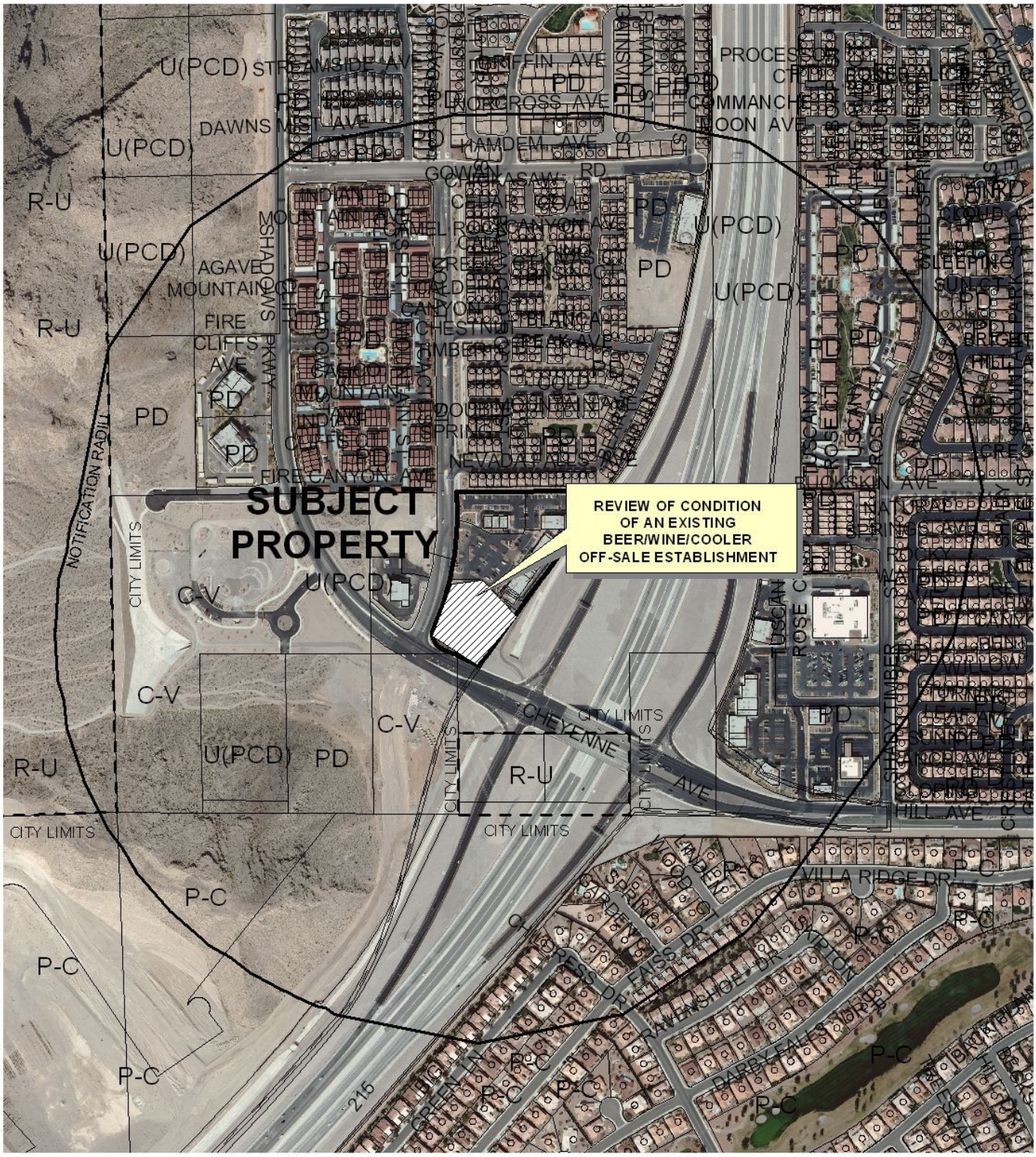


0 300 600 Feet

CASE: **ROC-42995**

RADIUS: 1500 FEET

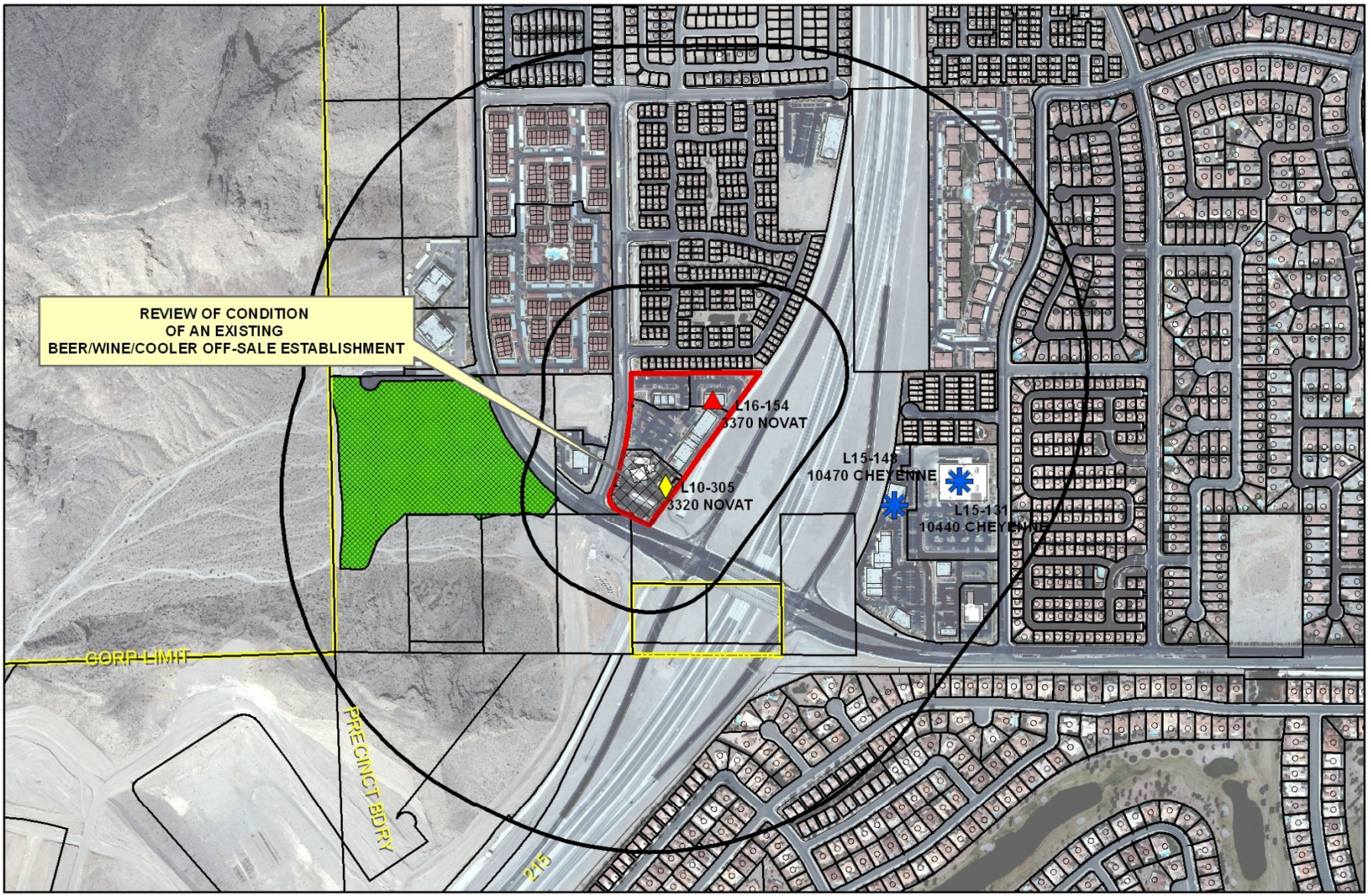
ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



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

N

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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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.

DS

** 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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Most Recent Change of Ownership	
05/25/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
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.	

Pre-Application Meeting	
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.

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. 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

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: _____

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AUG 24 2011

Subscribed and sworn before me

This 24 day of August, 20 11

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
DEBRA G. MARTIN
My Appointment Expires
No: 98-0896-1 February 25, 2014

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 Laszczik

Address Same **Phone:** (702) 327-0302 **Fax:** (702) 736-0819

City **State** **Zip**

E-mail Address blaszcik@terribleherbst.com

Property Owner Signature* X

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Timothy Herbst

Subscribed and sworn before me

This 24 day of August, 20 11.

Debra G. Martin

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
DEBRA G. MARTIN
My Appointment Expires
February 25, 2014
No: 98-0896-1

FOR DEPARTMENT USE ONLY

Case #	ROC-42995
Meeting Date:	10/5/11
Total Fee:*	1,080.-
Date Received:*	8/24/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

303 Changes in Level

303.1 General. Changes in level in floor or ground surfaces shall comply with Section 303.

303.2 Vertical. Changes in level of 1/4 inch (6 mm) high maximum shall be permitted to be vertical.

Fig. 303.2
Vertical Changes in Level

303.3 Beveled. Changes in level between 1/4 inch (6 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

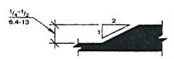


Fig. 303.3
Beveled Changes in Level

303.4 Ramped. Changes in level greater than 1/2 inch (13 mm) shall be ramped and shall comply with Section 405 or 406.

ACCESSIBILITY REQUIREMENTS

Comply with all requirements of 2003 IBC and 1998 ICC/ANSI 117.1 for accessability for the disabled. Also meet all state and federal requirements. The following are some, but not all, requirements. It is the responsibility of the permit holder to understand and comply with all adopted codes and ordinances.

Inaccessible building entrances, public toilets, and bathing facilities and elevators not on an accessible route shall be provided with directional signage indicating the route to the nearest similar accessible element. (Per IBC Sec. 1110.2)

When more than one building or facility is located on site, accessible routes shall be provided connecting accessible buildings and accessible site facilities. (Sec. 1007.1)

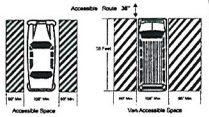
When more than 1 exit is required from any accessible space, each accessible portion of the space shall be served by not less tan two accessible means of egress. Handicap exit signage shall clearly indicate the path of exit travel to these accessible exits in not all exits are accessible in the space (Section 1110.2)

Wheelstops at handicap parking shall be placed such that vehicle overhang will not impede pedestrian traffic within the handicap access routes.

Accessible parking spaces shall be located on the shortest possible accessible route from adjacent parking to an accessible building entrance. In facilities with multiple accessible building entrances with adjacent parking, accessible parking spaces shall be dispersed and located near the accessible entrances. In multiple parking structures, accessible van parking spaces may be located on one level.

Handicap route slopes are not to exceed 5% running slope, and 2% cross slope.

This design includes requirements from the City of Las Vegas Planning Department



Van Accessible Parking Spaces

One van accessible parking space shall be provided for every eight accessible parking spaces, or fraction thereof, **starting with the first.** Accessible parking spaces shall be located on the shortest possible accessible route from adjacent parking to an accessible building entrance. In facilities with multiple accessible building entrances with adjacent parking, accessible parking spaces shall be dispersed and located near the accessible entrances.

Accessible Parking Stall Dimensions and Requirements
ICC/ANSI A 117.1-1998 with CLV Planning Department Modifications

Grade of Parking Stall and Access Aisle:
Accessible parking space shall be located on a surface with a slope not exceeding 1:48 (2%) in all directions.

Dimensions of parking spaces:
Standard Accessible Parking Space: 108" wide (min.) by 18' long (min.) plus a 60" access aisle adjacent to each side.
Van Accessible Space: 108" wide by 18' long plus one adjacent 96" wide access aisle and one adjacent 60" wide access aisle at sides.
Note: Two accessible parking spaces may share a common access aisle. Curb ramps are not allowed in access aisles.

Signage:
Nevada State law requires signs for all handicap spaces. Accessible parking spaces shall have a sign showing the international symbol of accessibility per ANSI Sec. 703.7. Van accessible signs shall not be obscured by a vehicle parked in the space and shall be marked VAN ACCESSIBLE. Signs shall be centered in the width of the space and shall be 60" min. from the bottom of the sign to the ground surface of the space.

SDR-15998 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO SUP-15998

Dear Mr. Lee

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Site Development Plan Review FOR A 1,260 SQUARE FOOT SERVICE STATION WITH ANY 1,920 SQUARE FOOT AUTO REPAIR GARAGE AND A 3,200 SQUARE FOOT RETAIL BUILDING; A REDUCTION IN THE NUMBER OF PARKING SPACES REQUIRED (49 PROVIDED vs 117 spaces per the Code); and Curb Shadows Parkway and the Clark County 215 Beltway Alignment (APN 137-12-210-004), a Conditional Use Permit (CUP) for a Planned Development (PD) District, and a Waiver of Development Standards on property zoned C-1 (Limited Commercial) and PD (Planned Development) Zone. The Notice of Final Action was mailed by the Las Vegas City Clerk on November 7, 2007. This approval is subject to:

Planning and Development

Contingent to the Conditions of Approval for Rezoning Z-33-97 and/or Variance

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An extension of Time may be filed for consideration by the City of Las Vegas.
2. All development shall be in conformance with the site plan, architecture plan and building elevations, date stamped MAY 1-05, except as amended by conditions herein.
3. A Waiver that the 15 foot landscape buffer adjacent to the Cheyenne Avenue and Decatur Boulevard rights-of-way is not required, is approved.
4. A detailed 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 maintained in a satisfactory manner. Tree varieties and plan shall include irrigation specifications.
5. Prior planning and post-planting landscape inspections are required to ensure the landscaping meets material, location, size of planters, and landscape plant mix found in the approved plans. Inspections are required to be scheduled by the applicant or contractor prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued at the time of completion, but the approved permit will be undergo inspections have been completed.
6. Perforated piping at the pedestrian level is not allowed. Piping above the pedestrian level shall be limited to a maximum reflectance rating of 30% (as determined by the Material Institute of Illuminations and Technology).
7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
8. All utility lines exceeding 27 kVAC feet in size shall meet the standards of LVMC Title 19.12.040.
9. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward directed lights, no 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 entrances, and shall not create higher lighting on adjacent properties.
10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed, inspected and shall be functioning prior to construction of any combustible structures.
11. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to review a conceptual drainage plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications received for this site.
12. All City Code requirements and design standards of all City Departments must be satisfied, waived or modified herein.

Public Works

13. Acceptable to the previously approved Drainage Plan and Technical Drainage Study must be submitted with the first application for a building permit. Fees in lieu of detention basin construction, pursuant to Section 19.10.050 of the Las Vegas Municipal Code, may be required. Provide any Engineer of Record recommended in the approved drainage study.
14. Site development to comply with all applicable conditions of clearance for the City permit/letters (A Comment of Subdivision), the Lone Mountain Master Plan and all other applicable rules, regulations and ordinances.

APPROVED
Terrence Thornton, Planning Commission Chairman
By: [signature] 11/20/07
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

ATTENTION
NO FINAL INSPECTION WITHOUT ZONING APPROVAL

WHEEL STOPS REQUIRED AT PEDESTRIAN WALKWAYS AND LANDSCAPE AREAS

UNDERGROUND SPRINKLING SYSTEM REQUIRED IN ALL LANDSCAPED AREAS

ALL SOURCES OF LIGHT SHALL BE SCREENED OR DIRECTED AWAY FROM RESIDENTIAL PROPERTY

SITE PREPARATION AND EARTHW

All site preparation and earthwork op recommendations of the soils investig Geotech
Proposed 8.73 Ac
NWC Cheyer
Las V
Project No. [illegible]

By
WESTERN TECHNOLOGIES, INC.
3611 West Tompkins Ave.
Las Vegas, Nevada 89103-5618
(702) 798-8080 - fax 798-7664

February 26, 2004

All site/preparation and earthwork operations shall have special inspection.

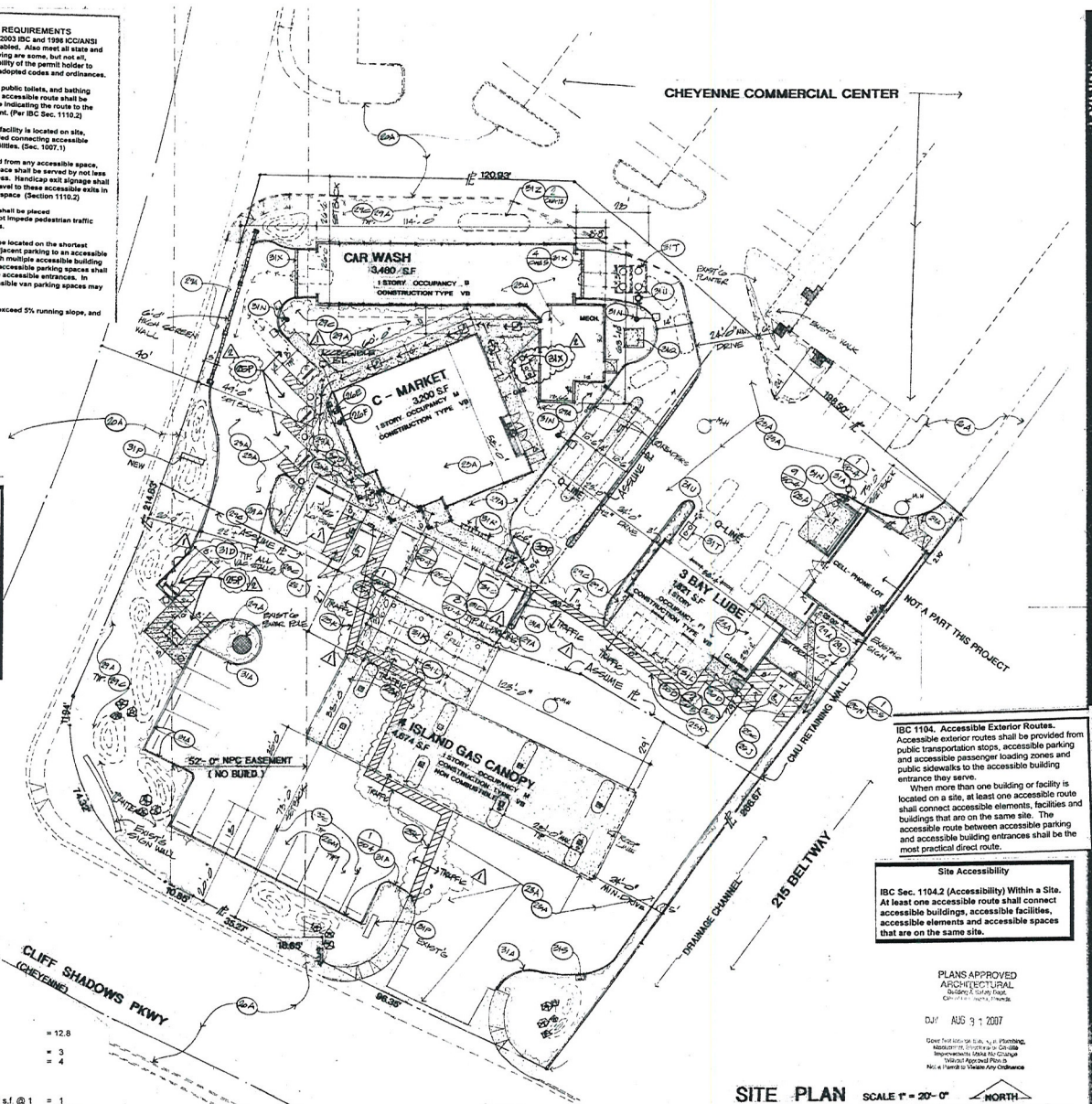
The contractor shall inspect the site prior to bidding to become aware of all existing conditions.

PARKING RECAP

REQUIRED
1. C-Market 3,200 s.f. @ 1/250 = 12.8
2. Lube
   A. 3 bays @ 1/Bay = 3
   B. 4 Emp. @ 1/Emp. = 4
   Note: Six stacking spaces provided
3. Car Wash
   A. Self Service 1/stall 3,382 s.f @ 1 = 1
   Total Required 21 Spaces

PROVIDED
Fixed 21
Fixed Handicap 2
Total Provided 23

Note: 11 "Q" line spaces provided @ wash
5 Vacuum stalls provided @ wash
6 "Q" line spaces provided @ lube


CHEYENNE COMMERCIAL CENTER
CAR WASH
3,480 S.F.
1 STORY OCCUPANCY - B
CONSTRUCTION TYPE - VB
C - MARKET
3,200 S.F.
1 STORY OCCUPANCY - M
CONSTRUCTION TYPE - VB
3 BAY LUBE
1,874 S.F.
1 STORY OCCUPANCY - S-1
CONSTRUCTION TYPE - VB
ISLAND GAS CANOPY
4,674 S.F.
1 STORY OCCUPANCY - M
NON COMBUSTIBLE
52'-0" NPC EASEMENT
(NO BUILD)
NOVAT STREET
CLIFF SHADOWS PKWY (CHEYENNE)
215 BELTWAY
DRAINAGE CHANNEL
CMU RETAINING WALL
NOT A PART THIS PROJECT
CELL PHONE LOT
EXIST'G SIGN WALL
EXIST'G CMU WALL
EXIST'G BUILDING
TRAFFIC
Q-LINE
DRIVE
ASSUME 1%
ASSUME 2%
MIN. 1% GRADE
120.93'
108.50'
266.67'
74.32'
119.4'
10.86'
28.37'
18.65'
66.35'
40'
24'-0" WIDE DRIVE
24'-0" MIN. DRIVE
EXIST'G 12" WATER LINE
EXIST'G 8" SEWER LINE
EXIST'G 6" WATER LINE
EXIST'G 8" SEWER LIN

Accessible Clear Floor Space

ANSI Sec. 305- Clear Floor Space or Ground Space.

- Surface shall not be sloped greater than 2% slope.
- The clear floor or ground space shall be 30" X 48" minimum.
- Unless otherwise specified, the clear floor or ground space shall be positioned for either forward or parallel approach to an element.
- One full unobstructed side of the clear floor space shall adjoin or overlap an accessible route or adjoin another clear floor space that does.

Built in Furnishings and Equipment

ANSI Sec. 902—Seating at Tables, Counters and Work Surfaces.

- The tops of tables, counters, and work surfaces shall be 28" minimum and 34" maximum from the ground or the floor.
- Accessible food and drink counters shall be 60" long minimum.
- Checkout counter surfaces shall be 36" maximum above the floor or ground. The top of the counter edge protection shall be 2" maximum above the counter surface.
- Counters for sales or distribution of goods and services to the public shall have a portion of the counter 36" long minimum by 36" high maximum above the floor or ground.
- The tops of the accessible portions of tray slides shall be 28 inches minimum and 34" maximum above the floor or ground.

Accessible Building Facilities Required

Sec. 1109 When buildings are required to be accessible and provide drinking fountains, fixed or built in seating, storage and lockers, dressing and fitting rooms, customer sales and service counters, service windows, queuing/waiting lines and/or check out aisles, at least one section at each location shall meet the requirements of ICC/ANSI A 117.1 for accessibility.

NOTE

The City of Las Vegas Building Department has not reviewed or approved this project for compliance with Southern Nevada Heath District requirements to meet the Nevada Clean Indoor Air Act. Consult SNHD to insure the plans meet their requirements.

EXIT SIGNS REQUIRED

IBC Sec. 1011.1 Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in an exit access corridor is more than 100 feet from the nearest visible exit sign.
Coordinate placement of exit signage with the building inspector.

1008.1.8 Door Operations. Egress doors shall be readily openable from the egress side without the use of a key or special knowledge or effort.

1008.1.8.3 Locks and Latches. In Group A occupancies of under 300 persons, and Groups B, F, M and S, and in all churches, the main exterior door or doors are permitted to be equipped with key-operated locking devices from the egress side provided, 2.1) The locking device is readily distinguishable as locked, 2.2) A readily visible durable sign is posted on the egress side on or adjacent to the door stating: "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. The sign shall be in letters 1 inch high on a contrasting background.

Two Accessible Exits Required

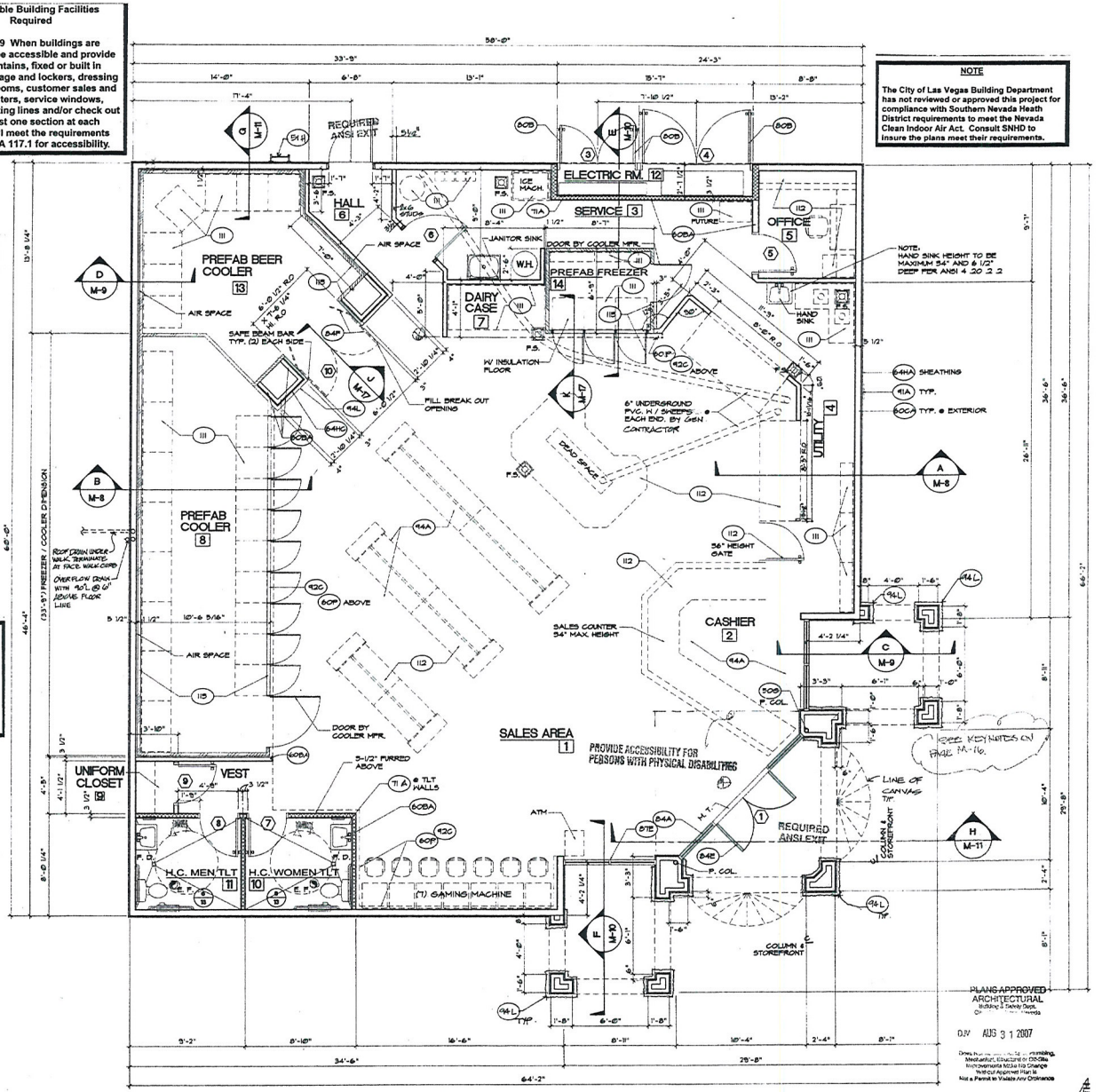
IBC Sec. 1007.1, Accessible means of egress required, states: "Accessible means of egress shall comply with this section. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by Section 1014.1 or 1018.1 from any accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress." Sec. 1007.2, Continuity of exits, states: "Each required accessible means of egress shall be continuous to a public way and shall consist of one or more of the following components: 1. Accessible routes complying with Section 1104. 2. Stairways within exit enclosures complying with Sections 1007.3 and 1019.1. 3. Elevators complying with Section 1007.4. 4. Platform lifts complying with Section 1007.5. 5. Horizontal exits. 6. Smoke barriers."

IBC Sec. 1007.2 Means of Egress Continuity Each accessible means of egress shall be continuous from each required accessible occupied area to a public way and shall include accessible routes, ramps, exit stairs, elevators, horizontal exits or smoke barriers.

IBC Sec. 1013.4.1 Minimum Width of Aisles for B and M Occupancies: The minimum clear aisle width shall be determined by providing 0.2 inches for each occupant served but shall not be less than 36". **Exception:** Nonpublic aisles serving less than 50 people, and not required to be accessible by Chapter 11 need not exceed 28 inches in width.

Emergency Lighting Required

IBC Sec. 1006 Means of Egress Illumination. When a building is occupied, the means of egress shall be illuminated at an intensity of not less than 1 foot-candle at the floor level. The power supply shall normally be provide by the premises' electrical supply. **Note: Emergency lighting shall be supplied at exterior exit discharge and in all bathrooms, changing rooms and like facilities.**



ENERGY SCHEDULE (MARKET)

TOTAL CONDITIONED FLOOR AREA - 3,182 S.F.*
CONSTRUCTION TYPE VN (NON SPRINKLED)

INSULATION COMPONENT	TYPE	R-VALUE	LOCATION
ROOF/CEILING	BATTS	R-30	AT BOTTOM OF SHEATHING
WALL 2X6	BATTS	R-19	BETWEEN STUDS
WALL 2X4	BATTS	R-11	BETWEEN STUDS

FENESTRATION COMPONENT	TYPE	FRAME	AREA S.F.	U-VALUE
STOREFRONT	SINGLE GLAZED	ALUM.	108	1.06
HIGH WINDOWS	SINGLE GLAZED	ALUM.	23	1.06
NARROW STILE DOORS	SINGLE GLAZED	ALUM.	42	1.06
HOLLOW METAL DOOR	FLUSH PANEL	STEEL	21	.36

EQUIPMENT — WATER HEATER
A/C SEER - 9.0 — SIZE - 50 GAL.
HVAC DUCT INSUL. - NOT REQUIRED (ALL DUCTWORK IN CONDITIONED SPACE) — EF - .53 R12 WRAP - NOT REQ.

* ELECTRICAL ROOM IS NOT CONDITIONED.
ACCESS DOORS ARE NOT INCLUDED IN THIS ENERGY SCHEDULE.

IBC Sec. 1104.3, Connected Spaces. When a building, or portion of a building, is required to be accessible, an accessible route shall be provided to each portion of the building, to accessible building entrances connecting accessible pedestrian walkways and the public way.

FLOOR PLAN

SCALE: 1/4" = 1'-0"

PLANS APPROVED ARCHITECTURAL
DJV AUG 31 2007

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AUG 24 2011

ROC-42995

REVISION

SHEET NO. M-2

APN:
OF
DATE 10/20/06

ERROL HILL ARCHITECT LTD.
1614 MARYLAND PKWY LAS VEGAS, NEVADA 89104 (702) 385-2729

NEW MARKET
PROJECT:
HERBST OIL CO.
5195 LAS VEGAS BLVD S. LAS VEGAS, NV 89119
CHEYENNE & 215 BELTWAY LAS VEGAS,NEVADA

TERRIBLE HERBST OIL COMPANY

BRIAN FORREST HILL ARCHITECT STATE OF NEVADA
JAN 17 2002

F:\2006\CHEYENNE – BELMAY\SHEETS\CHEYENNE & 215 BELTWAY- 02.dwg May 18, 2006 - 11:39am Jorge

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

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

November 8, 2000

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.

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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

ROC-42995

6. All City Code requirements and all City departments' design standards shall be met.

Sincerely,

Angela Crolli

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

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AUG 24 2011

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

August 9, 2002

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

LINDA OWENS
DEPUTY CITY CLERK II for
BARBARA JO RONEMUS, CITY CLERK
cc: See Attached List

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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

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

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AUG 24 2011

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-42995

City of Las Vegas Agenda Item No.: **80.**

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.

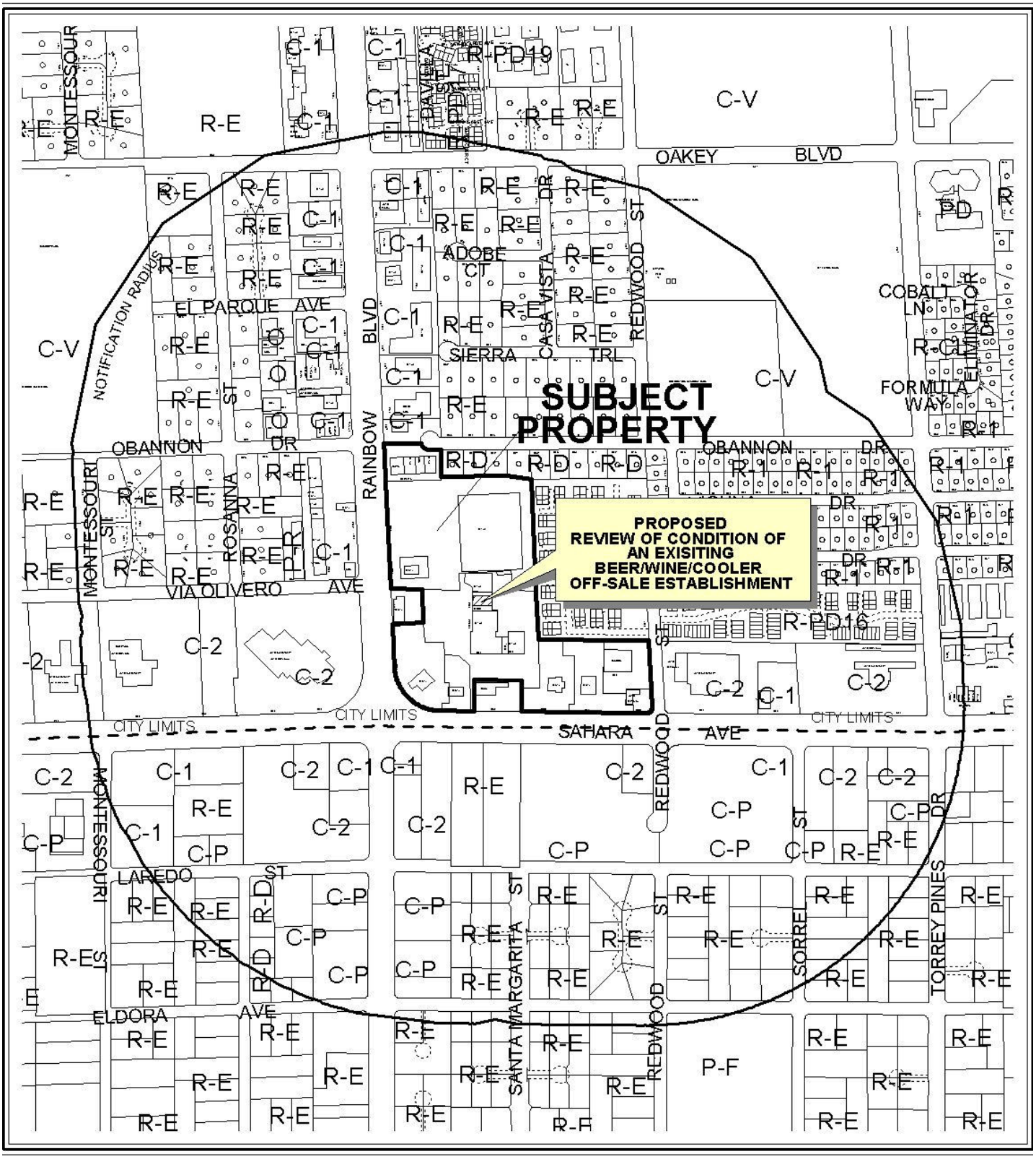
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

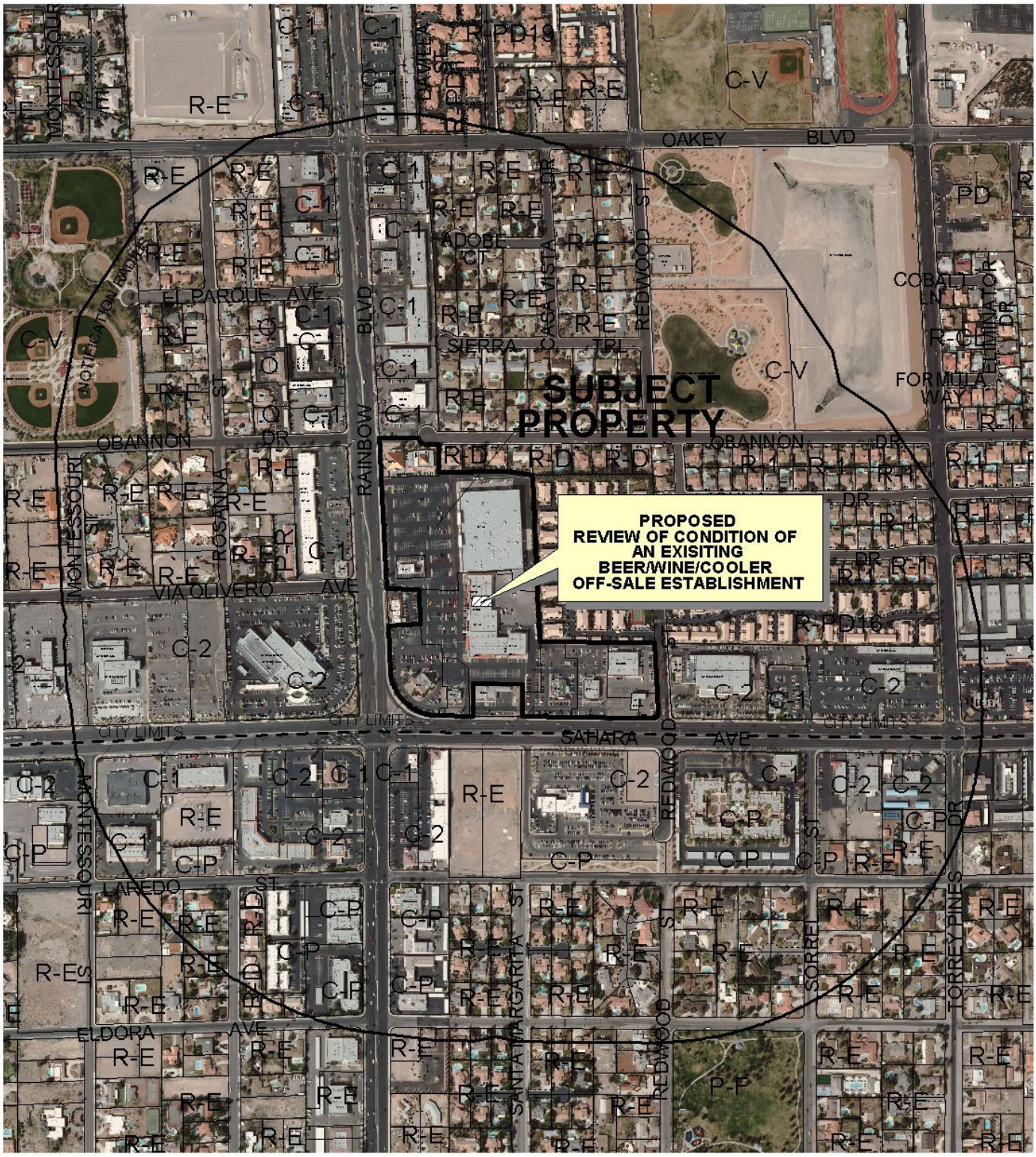
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter for SUP-1700
6. Justification Letter
7. Protest/Support Postcards



CASE: **ROC-43006**

RADIUS: 1500 ft

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [GPA (GPA Designation) GENERAL PLAN

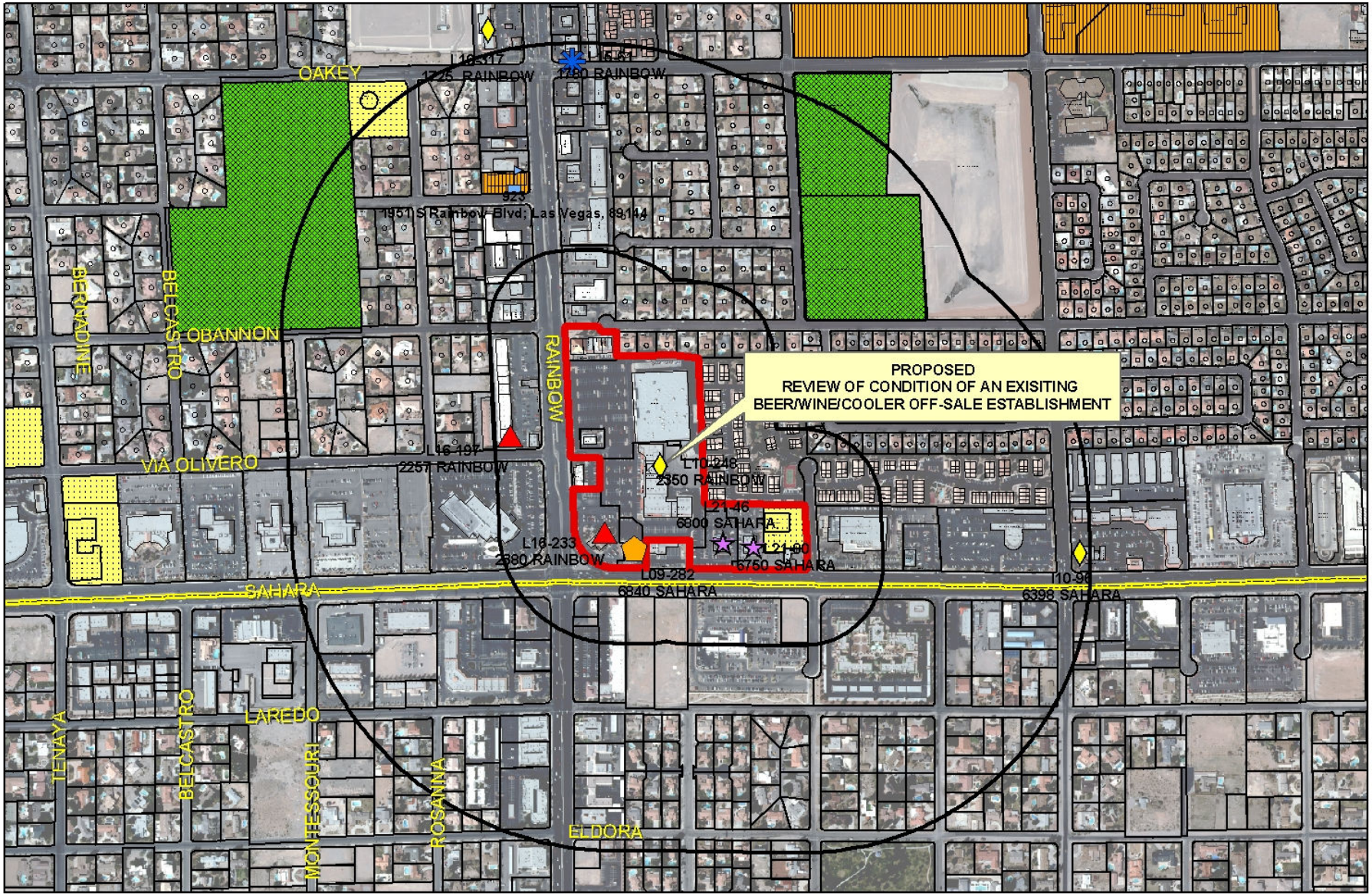


0 300 600 Feet

CASE: **ROC-43006**

RADIUS: 1500 ft

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [GPA (GPA Designation) GENERAL PLAN



ROC-43006

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 & 1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - 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) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
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.

DS

** 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

Related Relevant City Actions by P&D, Fire, Bldg., etc	
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.

Most Recent Change of Ownership	
04/15/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
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.	

Pre-Application Meeting	
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.

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 clean and neat in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	5.44

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	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)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition 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

Case Number: **ROC-43006** APN: 163-02-415-015

Name of Property Owner: Omninet Sahara 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

MICHAEL HALIMI
Commission # 1899272
Notary Public - California
Los Angeles County
My Comm. Expires Aug 13, 2014

RECEIVED
AUG 25 2011

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

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:** (310) 300-4104 **Fax:** (310) 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, #272 **Phone:** 725-513-6915 **Fax:**

City Las Vegas **State** NV **Zip** 89102

E-mail Address tammymontross@yahoo.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 Andrea Costantini

Subscribed and sworn before me

This 1 day of AUGUST, 20 11.

_____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	ROC-43006
Meeting Date:	10/5/11 CC
Total Fee:	$1,080
Date Received:*	8/25/11
Received By:	

RECEIVED AUG 25 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

G:\Apps\Application Packet\Application Form.pdf

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)

MICHAEL HALIMI
Commission # 1899272
Notary Public - California
Los Angeles County
My Comm. Expires Aug 13, 2014

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: _____

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
Top of thumb here

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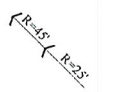
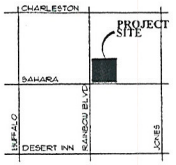
TREE / PLANT SCHEDULE

SYM	QTY	SIZE	SPACING	NAME
		24" Box	Varies	MODESTO ASH
		24" Box	15'-20' o.c.	MONDEL PINE
		VAR.	N/A	DATE PALM
		15 gal	Varies	PHOTINIA
		15 gal	Varies	FLOWERING PLUM
		1 gal	Varies	GROUND SHRUBS
				LAWN - TURF

Typical Parking Spaces

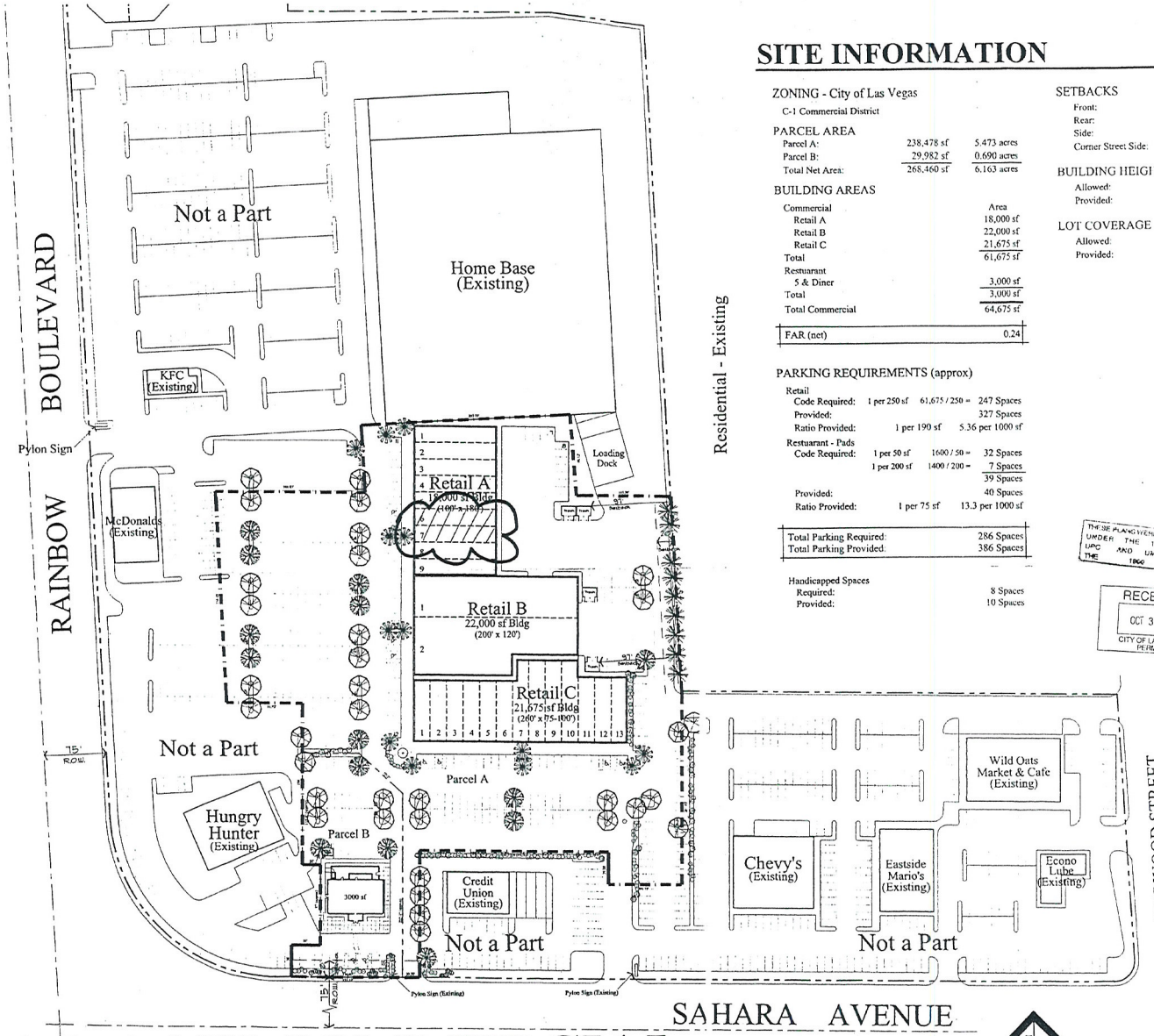


Typical Fire Turning Radius



LOCATION MAP

VICINITY MAP



SITE INFORMATION

ZONING - City of Las Vegas

C-1 Commercial District

PARCEL AREA

Parcel A:	238,478 sf	5.473 acres
Parcel B:	29,982 sf	0.690 acres
Total Net Area:	268,460 sf	6.163 acres

BUILDING AREAS

Commercial	Area
Retail A	18,000 sf
Retail B	22,000 sf
Retail C	21,675 sf
Total	61,675 sf
Restuarant	
5 & Diner	3,000 sf
Total	3,000 sf
Total Commercial	64,675 sf
FAR (net)	0.24

PARKING REQUIREMENTS (approx)

Retail			
Code Required:	1 per 250 sf	61,675 / 250 =	247 Spaces
Provided:			327 Spaces
Ratio Provided:	1 per 190 sf		5.36 per 1000 sf
Restuarant - Pads			
Code Required:	1 per 50 sf	1600 / 50 =	32 Spaces
	1 per 200 sf	1400 / 200 =	7 Spaces
			39 Spaces
Provided:			40 Spaces
Ratio Provided:	1 per 75 sf		13.3 per 1000 sf
Total Parking Required:			286 Spaces
Total Parking Provided:			386 Spaces

Handicapped Spaces

Required:	8 Spaces
Provided:	10 Spaces

SETBACKS

Front:	20 ft
Rear:	20 ft
Side:	10 ft
Corner Street Side:	15 ft

BUILDING HEIGHT

Allowed:	n/a
Provided:	1-Story - 40 feet

LOT COVERAGE

Allowed:	50 %
Provided:	24 %

THESE PLANS WERE CHECKED UNDER THE 1997 UBC, UPC AND UMC, AND THE 1990 NEC

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OCT 30 2002
CITY OF LAS VEGAS PERMITS

JOB L 4668 '02

SAHARA-RAINBOW COMMERCIAL

TRIPLE FIVE NEVADA DEVELOPMENT CORP.

CONCEPTUAL LANDSCAPE PLAN

© COPYRIGHT 1997, PERLMAN ARCHITECTS, INC. October 8, 1997

Z-45-88(17)
ADMIN REVIEW

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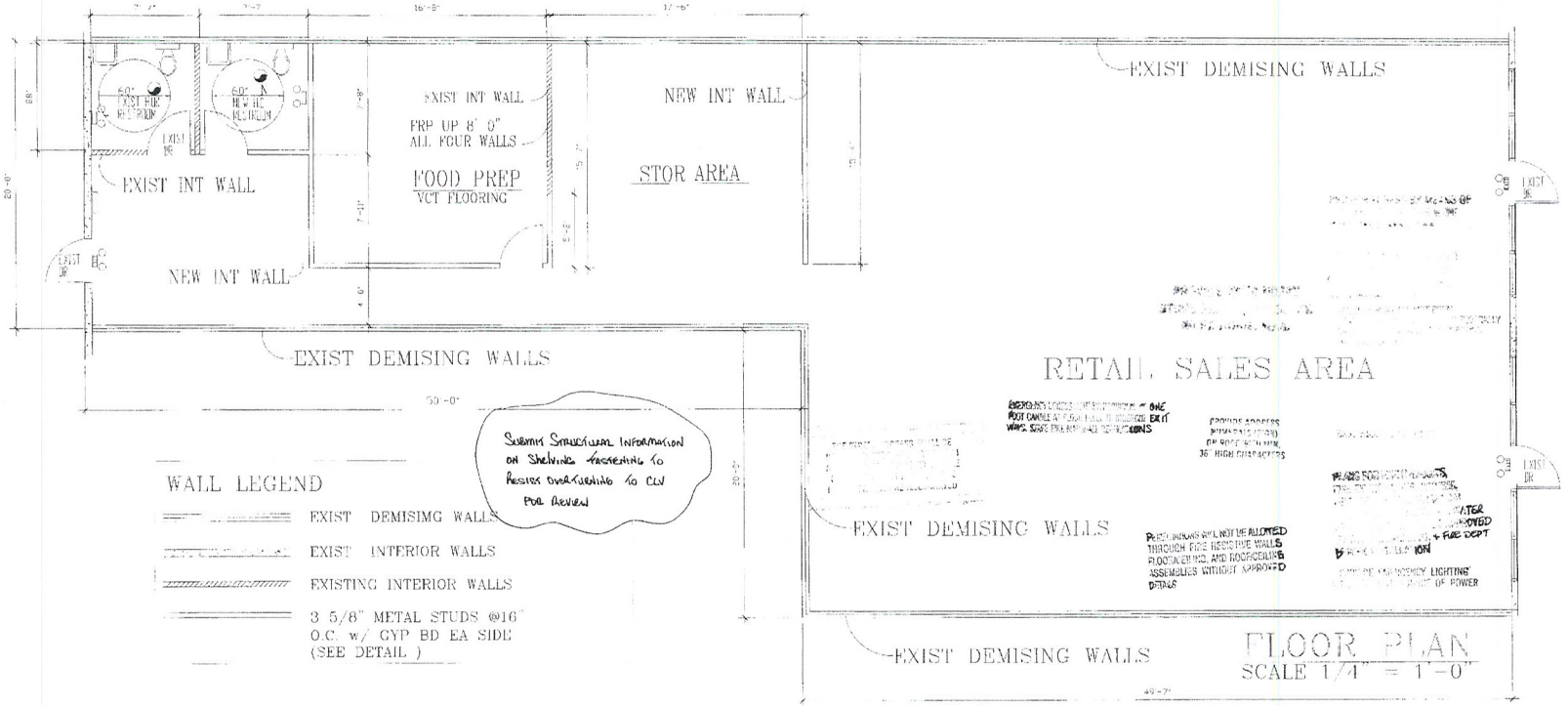
AUG 25 2011

ROC-43006

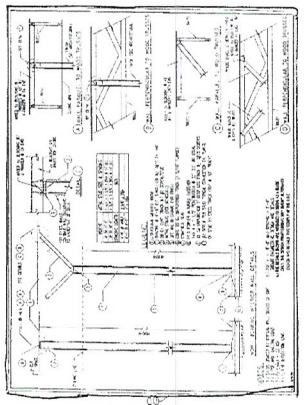


Submit Structural Information on Shelving Fastening to Resist Overturning to CLV for Review

WALL LEGEND

- EXIST DEMISIMG WALLS
- EXIST INTERIOR WALLS
- EXISTING INTERIOR WALLS
- 3 5/8" METAL STUDS @16" O.C. w/ GYP BD EA SIDE (SEE DETAIL)

FLOOR PLAN
SCALE 1/4" = 1'-0"

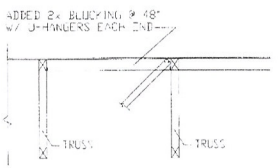


NON BEARING INTERIOR WALL DETAILS

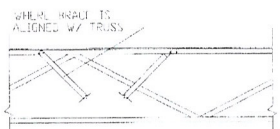
HEIGHT	METAL STUD SIZE & SPACING
UP TO 12'-0"	3 1/4" x 3 5/8" x 25 Ga @ 16" O.C.
UP TO 18'-0"	3 3/8" x 3 5/8" x 20 Ga @ 16" O.C.
BRACING LENGTH	SIZE
6'-0" OR UNDER	3 5/8" x 25 Ga
6'-1" TO 8'-0"	4" x 20 Ga

LEGEND
1. STRUCTUREAL MEMEBER ABOVE
2. BRACING @ 4'-0" O.C. STAGGERED w/ 3 #10 EA END
3. 20 Ga CONT. TRACK w/ #8 SCRW'S TOP
4. METAL STUDS (SEE SCHEDULE)
5. GYP. ARCHITECTUAL FOR FINISH
6. CONN. 20 Ga UNPUNCHED TRACK @ 5/16" FLANGE
7. CONCRETE SLAB
8. HILTI PMP POWDER ACTUATED FASTENER 1/4" Ø X 1" LONG SHANK W/ 3/8" WASHER OR EQUAL
9. 18 Ga UNPUNCHED 3" DEEP LEG TRACK W/ #10 SCREWS
10. #8 SCRW @ 16" STUD TYPE (CONNECTION AT ANGLE OF 45°) TO STEEL TRACK (TOP & BOTTOM TRACKS)

NOTES
1. STUDS BRACED BY GYPSUM WALL BOARD EA SIDE
2. 5 PSF MAX. LATERAL LOAD
3. Fy MAIN = 33 KSI
4. L/120 DEFLECTION LIMIT
5. FOR H > 18'-0" AND BRACING 8'-0" SUBMIT ENGINEERING DESIGN AND DETAIL
6. THE DETAILS ABOVE SHOWN ARE INTENDED TO SERVE AS A GUIDE ONLY. THE DESIGN PROFESSIONAL MAY SUBMIT ALTERNATE DESIGN AND DETAILS THAT COMPLY W/ THE U.B.C.



Ⓐ WALL PARAPET TO WOOD TRUSSES

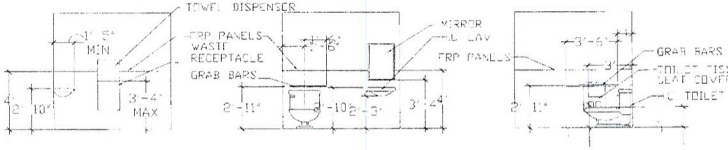


③ WALL PERPENDICULAR TO WOOD TRUSSES

REVIEWED

BY _____ 11/14/02

LAS VEGAS FIRE DEPARTMENT



CODE ANALYSIS H.C. TOILET ELEVATION
SCALE 1/4" = 1'-0"

CODE ANALYSIS
City of Las Vegas

AUTHORITY: CLARK COUNTY BLDG DEPT.
CODES:
U.B.C. 1997 + SUP.& CA.
U.M.C. 1997 + SUP.& CA.
U.P.C. 1997 + SUP.& CA.
N.E.C. 1999 + SUP.& CA.
CONSTRUCTION TYPE: V-N
SPRINKLERS: YES
USE: RETAIL
AREA: 3000 S.F.
OCCUPANT LOAD:

RETAIL AREA	1945/50	64 /
WORK/STOR	322/300	1 / 2
RESTROOMS	110/300	0.3
UNUSED AREA *	425/0.0	
TOTAL		88/144

UNOCCUPIED AREA INCLUDES: MOP SINK/TOILET ROOMS, MILLWORK & WALLS

SANITARY FACILITIES: 2 RESTROOM - DISABLED ACCESSIBLE

INSTALL TOILET FACILITIES FOR THE DISABLED SEE U.B.C. CHAPTER 11

THE FLOOR FINISHES TO BE USED IN RESTROOMS SHALL BE CERAMIC TILE OR EQUAL APPROVED BY THE HEALTH BOARD

No Sheet Vinyl or VCT

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NOV 12 2002
CITY OF LAS VEGAS BUILDING DEPT.

CONTRACTOR

These plans have been reviewed and approved by the undersigned contractor(s) whose signature(s) appear below. Any deviations from these plans must be approved by the design professional and the building official prior to construction.

PLUMB CONTRACTOR _____ Date _____
CONTRACTOR OR REP _____ Date _____
441BMA
NGC LTD
KCA
PLANS PREPARED BY _____ Signature

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AUG 25 2011

ROC-43006

REVD

FIRE CONTRACTING
4623 FIRE BELLA BLVD
LAS VEGAS, NEVADA
PH (702) 243-7999 FAX (702) 362-7621
LICENSE # 43BMA

NAKAIA MARKET II JAPAN
RETAIL SHELL
2350 SW RAINBOW # 6 & 7
Las Vegas, Nev. 89146

SCALE: AS SHOWN
DRWN BY: K.A.
DATE: 10/28/02
REVD
SHEET
4-1

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

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.

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

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

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-8/02

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AUG 25 2011
ROC-43006

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

Sincerely,

Mary Esway

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

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!

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AUG 25 2011

Sincerely,

Kumiko Nakata

Kumiko Nakata, President of Nakata Market of Japan

ROC-43006

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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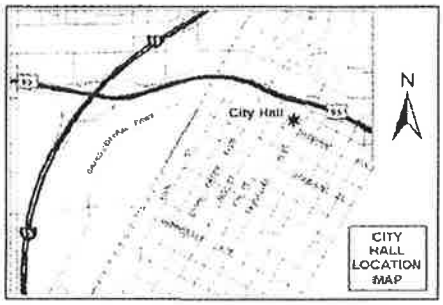
$ 00.41

2011 SEP 26 A 7:02

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) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-43006
City Council Meeting of **10/05/2011**

Case ROC-43006
16302413004
KALLMAN TRUST
KALLMAN RODERICK R & VICKI L TRS
6509 OBANNON DR
LAS VEGAS NV 89146-0854 89146-0854

SE SPECIAL SALE

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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$ 00.41⁴
SEP 22 2011
MAILED FROM ZIPCODE 89101

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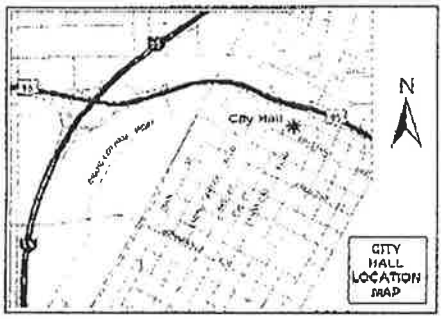
Official Notice of Public Hearing

2011 SEP 26 A 7:01



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-43006

City Council Meeting of **10/05/2011**

Case: ROC-43006
16302413012
BURROWS CARL E & MARIAN S FAM TR
BURROWS CARL E & MARIAN S TRS
6517 VICUNA DR
LAS VEGAS NV 89146-2925 89146-2925

City of Las Vegas Agenda Item No.: **81.**

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

City of Las Vegas Agenda Item No.: **83.**

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